

AGREEMENT FOR SERVICES

THIS AGREEMENT is made by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation (hereinafter referred to as "University"), acting for and on behalf of Early Academic Outreach (hereinafter referred to as "EAOP") of its Riverside campus (hereinafter referred to as "UCR"), and Perris Union High School District (hereinafter referred to as "District").

RECITALS

WHEREAS, the EAOP has been established and is maintained to support the University's pursuit of its constitutional objectives of instruction, research, and public service; and it is the mission of UCR EAOP to increase the academic preparation, competitive eligibility and college going rates of the students and schools it serves.

WHEREAS, EAOP is an academic preparation program that prepares students, including those who are first-generation and/or socioeconomically disadvantaged, for the opportunity to make college possible by working with families, educators, schools and communities to promote and cultivate a college-going culture.

WHEREAS, the services of the EAOP may be extended to non-University organizations and individuals only when, in the University's sole judgment, such action will serve purposes consistent with the University's objectives and will not adversely affect the conduct of University business; and

WHEREAS, University deems that the services requested by District as described in this Agreement are consistent with and will further the University's objectives; and

WHEREAS, District has determined that the services in question can be adequately performed by the University;

NOW, THEREFORE, University agrees to furnish to District certain services of the EAOP, subject to the following terms and conditions. District agrees that no other terms and conditions, including those of any purchase order issued by District, shall apply unless explicitly incorporated herein.

DEFINITION OF SERVICE

Services of the EAOP will be furnished to District only for the purposes stated below. Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both

parties.

University shall provide the services described in Exhibit A, which is attached hereto and made a part of this Agreement, at the following locations:

Perris High School
175 E. Nuevo Rd.
Perris, CA 92571

TERMS AND CONDITIONS

1. **PRIORITY OF UNIVERSITY WORK.** University work always has priority over work to be performed for non-University Users.
2. **TERM.** The term of this Agreement shall be for three years beginning September 22, 2022 – September 21, 2025.
3. **TERMINATION.** This Agreement shall be subject to termination by either party at any time, upon 30 days' written notice to the other party.
4. **RATES.** Charges for services rendered shall be at the rate of: **There shall be no charges for services rendered under this Agreement.**
5. **DISCLAIMER OF WARRANTY.** UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY THE DISTRICT FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. **NON-LIABILITY OF UNIVERSITY.**
 - A. University shall incur no liability to District or to any third party for any loss, cost, claim, or damage, direct or consequential, arising from University's delay in performance or failure to perform services pursuant to this Agreement.
 - B. University shall incur no liability to District for loss or destruction of or damage to any data, equipment, or other property brought upon University premises by District or delivered to University by District in connection with this Agreement, except in the event that such loss, destruction, or damage is caused by the negligent acts or omissions of University, its officers, agents, or employees acting within the course and scope of their employment.

8. INDEMNIFICATION

- A. District shall defend, indemnify and hold University, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officers, agents, or employees.
- B. University shall defend, indemnify and hold District its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

9. INSURANCE - District, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:

- A. Commercial Form General Liability Insurance (contractual liability included) with a limit of \$1,000,000 per occurrence.

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

It should be expressly understood, however, that the coverages required under this paragraph 9 shall not in any way limit the liability of District.

The coverages referred to under (A) of this paragraph 9 shall be endorsed to include UNIVERSITY as an insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of District its officers, agents, or employees. District, upon the execution of this Agreement, shall furnish UNIVERSITY with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days advance written notice to UNIVERSITY of any modification, change, or cancellation of any of the above insurance coverages.

10. CONFIDENTIALITY OF INFORMATION. University shall use reasonable efforts, consistent with its established policies and procedures, to protect the confidentiality of any information furnished to it

by District in connection with this Agreement and designated by District, in writing, as confidential. District understands and agrees, however, that University shall have no obligation to comply with any such request of District. District agrees to reimburse University in full for any costs it may incur in order to protect information, in accordance with District's request, by means not normally employed by University for that purpose.

11. UNIVERSITY'S RIGHT TO USE DATA. University may have the right, with the prior written approval of District, to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the services described herein.
12. USE OF UNIVERSITY'S NAME. District may not use the name of the University in any form or manner of business promotion, written advertisement, reports, or other information released to the public without the prior written approval of University.
13. RELATIONSHIP OF THE PARTIES. The parties to this Agreement shall be and remain at all times Independent Contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this Agreement.
14. AFFIRMATIVE ACTION. University warrants that it is an affirmative action employer in compliance with Executive Orders 11246 and 11375.
15. COVID-19 STATEMENT. In consideration of the safety and wellbeing of our staff, we will follow all COVID-19 related policies and practices as advised by UCI. This includes, but is not limited to, return to work expectations, vaccination requirements, face covering policy, testing, quarantine and isolation, contact tracing, etc. In any case necessary, we will work with districts/school sites to adjust or adapt our policies and practices to align with school site safety as long as it ensures and prioritizes the safety and security of our students and staff.
16. WHOLE AGREEMENT. This Agreement states the entire contract between the parties in respect to the subject matter of this Agreement. This Agreement supersedes any written or oral agreements, negotiations, discussions, or promises. This Agreement cannot be modified except by a written instrument executed by both parties.
17. NOTICE. Any notice required hereunder shall be in writing and shall be addressed as follows:

University:

University of California, Riverside

Attn: Frances Calvin

900 University Ave.

Riverside, CA 92521

With A Copy to:

University of California, Riverside
Attn: Business Contracts
900 University Ave.
Riverside, CA 92521

District

Perris Union High School District
Attn: Sylvia Hinojosa
155 East 4th Street
Perris, CA 92570

- 18. ASSIGNMENT. This Agreement is not assignable and any attempt by District to assign any of its interests herein shall immediately terminate this Agreement.
- 19. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California.
- 20. WARRANTY OF AUTHORITY. The person whose signature appears below warrants that he/she is duly authorized to execute this Agreement on behalf of User.

The conditions in this Agreement are hereby accepted.

PERRIS UNION HIGH SCHOOL
DISTRICT

UNIVERSITY: THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA

By _____
Signature

Print Name

Title

Date

By _____
Signature

Joe Andreu
Print Name

Chief Procurement Officer
Title

Date

EXHIBIT A

Student Participant Support

- 1) **Academic Advising**
 - a) EAOP staff will meet with each program participant at least twice per year to monitor their academic progress and provide college preparation advisement.
 - b) Assist students with developing a 4-year Individualized Academic Plan (IAP) for entrance to the UC or CSU. A-G course requirements will be reviewed and IAP will be updated on an annual basis.
 - c) Individual records of transcripts, coursework, test scores, extracurricular activities, IAP and program participant information will be maintained for each student by EAOP in a secured hard-copy file as well as on our database system.
 - i) Participants' records may be shared with the school counselor and students' parents upon request and approval from EAOP professional staff.
- 2) **College Knowledge**
 - a) Invitation to college preparation workshops held at school site for both students and parents, covering topics such as UC Application, UC Personal Insight Questions, Four Systems of Higher Education, Financial Aid, Time Management, etc.
 - b) Invitation to select supplemental academic preparation activities (i.e. Presidential Pre-College Scholars, Achieve UC events, summer programs, campus visits, etc.) as funding permits.
- 3) **Entrance Exams**
 - a) Assistance with registration for SAT, ACT, and other college preparation related tests.
 - b) Linkage to test preparation tools and support.
 - c) Assistance with understanding test results.
- 4) **Academic Enrichment**
 - a) Access to UC Scout A-G approved online courses and other supplementary education opportunities as funding permits.

Student Participation Guidelines

- 1) **Grounds for assigning students "probationary" or "inactive" status**
 - a) A student may be assigned "probationary" status if they are:
 - i) performing below expectations with a GPA of 2.0 or lower in A-G courses for two consecutive semesters
 - ii) consistent absence (only 1 contact) from EAOP services and events for an entire academic year.
 - b) A student may be assigned "inactive" status and dropped from the program if they:
 - i) maintain lower than a 2.0 GPA for more than one academic year
 - ii) absence (no contact) from EAOP services and events for an entire academic year

- iii) moved to a non-EAOP partnership school site
- iv) student requests removal from program

2) Data Collection Requirements and Authorization

- a) EAOP will acquire Parent Authorization Form (PAF) and University Waiver for all active program participants, allowing the students to participate in EAOP activities and staff to view, request, and/or collect student grades and test scores from school site partners.

School Site Partner Support

1) EAOP Staff Support

- a) Regional Coordinator
 - i) Full service schools will be assigned one regional coordinator that will coordinate and facilitate all EAOP services and activities at the school site and within their assigned region.
 - ii) Serve as supervisor and provide training to EAOP student coordinators.
 - iii) Conduct workshops and presentations at school sites, participate in school site and district college preparation meetings, and provide support to school/district college preparation initiatives (based on staff availability).
- b) Student Coordinators
 - i) Full service schools will be assigned a minimum of one student coordinator who is a current UC Irvine undergraduate student. Student coordinators will assist with the implementation of EAOP service at the school site on a weekly basis, including but not limited to, academic advising sessions with EAOP participants individually and in small groups.

2) Staff Expectations

- a) All EAOP staff complete TB testing, Department of Justice criminal background and national sex offender registry checks, and thorough training in college preparation information.
- b) Regional Coordinators will provide college preparation workshop support to program participants and school sites (please see attached Workshop Menu for available presentation topics).
 - i) Students who participate in an EAOP facilitated workshop will be asked to complete an EAOP Interest Form to be invited to future EAOP sponsored events and activities.
- c) EAOP staff will make a good faith effort to actively participate in larger school/district initiatives as it relates to college preparation and planning, as well as promote select school/district-wide events and initiatives directly to EAOP participants to encourage participation.
- d) Assist EAOP staff with access to appropriate school site equipment and resources to enable the smooth implementation of the objectives outlined in this agreement, including but not limited to the following:
 - i) Provide EAOP staff access to internet and the school site database information (i.e. class schedules, contact information, queries, transcripts, student-level SAT and Educational Testing Service information, etc.) as needed throughout the year.
 - ii) Provide a permanent school-site location where EAOP staff can meet with program participants to conduct academic advising sessions and facilitate workshops.

- e) Collaboration and Cross-promotion
 - i) Coordinate a meeting with counseling staff and other staff involved in college preparation activities to review EAOP strategies and resources available for the academic year.
 - ii) Invite EAOP regional coordinator to academic department meetings, teacher in-service, counselor meetings, and other college preparation meetings to share information regarding EAOP, college preparation, and provide other UC related training opportunities.

3) Data Collection Requirements and Authorization

- a) High School is required to provide access to students, student data, and student academic records, including transcripts and standardized test scores.
 - i) As a benefit of the EAOP, high school is eligible to receive and highly encouraged to subscribe to the University of California's Transcript Evaluation Services (TES). As an EAOP school site, High School will receive TES free of charge.
 - (1) Student data and academic records, including transcripts, shall be provided to both the University of California's Transcript Evaluation Service (TES) and separately to EAOP staff. The transcript data transmitted to (TES) shall be contained in the file format provided by TES and shall contain all 9-12 graders enrolled at the participating school(s). Either the district or the participating EAOP school(s) must sign a separate data sharing agreement with the University of California for the provision of TES and permit access to EAOP professional staff.
 - (2) Opting not to participate in TES may result in limited support provided by EAOP to High School's students.