

COLLABORATIVE AGREEMENT

This Collaborative Agreement (“Agreement”) is entered into August 19, 2021 by and between The Regents of the University of California on behalf of its University of California Riverside, Graduate School of Education (the “University”) and Foothill Elementary School within the Alvord Unified School District (“Partner”). University and Partner are each a “Party” and are sometimes collectively referred to herein as the “Parties.”

1. **INTER-INSTITUTIONAL APPLICATION:** In order to facilitate Partner teacher professional development opportunities, this Agreement is intended to govern the relationship between University and Partner with respect to funds for payment of substitute teachers to allow Partner teachers to attend teacher professional development opportunities provided by University.

2. **GENERAL CONSIDERATIONS:**

2.1 The term of this Agreement shall commence on August 19, 2021, and shall continue through August 31, 2021, unless earlier terminated pursuant to Section No. 2.2 below, and may be extended by mutual written agreement of the Parties.

2.2 This Agreement may be terminated by either Party without cause at any time by giving sixty (60) days advance written notice of termination to the other party. Either party may terminate this Agreement for breach by giving thirty (30) days written notice to the other Party.

2.3 None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the Parties other than that of independent entities contracting with each hereunder, solely for the purpose of effecting the provisions of the Agreement.

3. **FINANCIAL OBLIGATIONS:**

3.1 University shall provide federal grant funds to Partner from which Partner shall pay substitute teachers to enable Partner teachers to attend professional development activities provided by University. All funds provided by University to Partner under this Agreement shall be used solely for the purposes set forth in this Agreement.

3.2 Neither Party has any financial obligation to the other party under the terms of this Agreement except for those stated in section 3.1.

4. **THE UNIVERSITY AGREES TO:**

4.1 Designate Dr. Asha Jitendra as Principal Investigator and Project Director.

4.2 Reimburse Partner within thirty (30) days after receipt of correct and approved invoice.

4.3 Provide professional development workshop on August 26, 2021, and pay Partner for three substitute teachers at the rate of \$150 per day.

5. **PARTNER AGREES TO:**

5.1 Provide substitute teachers to enable Partner teacher attendance at professional development activities conducted by University.

5.2 Send invoice and supporting documents to University within 30 days after professional development workshop. Invoices should be sent to:

University of California
Accounting Office-2

Riverside, CA 92521-0123
 (Telephone: 951-827-3305)
 OR EMAIL INVOICE TO: apinvoice@ucr.edu

6. INDEMNIFICATION:

- 6.1 University shall defend, indemnify and hold Partner, 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 University's performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injuries or damages are caused by or result from the negligent acts or omissions of University, its officers, agents or employees.
- 6.2 Partner 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 Partner's performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injuries or damages are caused by or result from the negligent acts or omissions of Partner, its officers, agents or employees.

7. INSURANCE:

Each Party, at its own cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance or a program of self-insurance with the following coverage and limits:

- 7.1 Commercial Form General Liability Insurance or an equivalent program of Self-Insurance with limits as follows:
- | | | |
|-----|--|-------------|
| (1) | Each occurrence | \$1,000,000 |
| (2) | Products, Completed Operations Aggregate | \$2,000,000 |
| (3) | Personal and Advertising Injury | \$1,000,000 |
| (4) | General Aggregate | \$2,000,000 |

However, if such insurance or program of self-insurance is written on commercial claims made form following termination of the Agreement, coverage shall survive for a period no less than three years. Coverage shall also provide for retroactive date of placement prior to or coinciding with the commencement of the term of this Agreement.

Upon request, each Party shall provide to the other a Certificate of Insurance or Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days advance written notice of any modification, change, or cancellation of any of the above coverage.

8. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California.

9. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date written above.

“UNIVERSITY”	“PARTNER”
The Regents of the University of California	
By: _____	By: _____
Name: Joe Andreu	Name:
Title: Chief Procurement Officer	Title:
Date: _____	Date: _____