

GLUCK FELLOWS PROGRAM OF THE ARTS AGREEMENT FOR SERVICES

This Agreement for Services ("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 the Gluck Fellows Program of the Arts (hereinafter referred to as "Facility") of its Riverside campus (hereinafter referred to as "UCR"), and Alvord Unified School District _____ (hereinafter referred to as "Client") (hereinafter, referred to as collectively, the "Parties", and each individually, "Party").

RECITALS

WHEREAS, the Facility has been established and is maintained to support the University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, the services of the Facility 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 Client as described in this Agreement are consistent with and will further the University's objectives; and

WHEREAS, Client has determined that the services in question cannot be adequately performed by other agencies or commercial firms;

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

DEFINITION OF SERVICE

Services of the Facility will be furnished to Client 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.

See attached "Project Scope of the Gluck Fellows Program of Arts at the University of California, Riverside" (Exhibit A) which is attached hereto and made a part of this Agreement.

TERMS AND CONDITIONS

1. PRIORITY OF UNIVERSITY WORK for the fellows. University work shall have priority over work to be performed for Client.
2. TERM. The term of this Agreement shall be from July 1, 2021 to June 30, 2023.
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. Client shall have no financial obligation for services.
5. EVALUATIONS. Client shall complete evaluations as follows:
 - A. Client shall have a designate Site Coordinator as described in the attached Exhibit A. The University shall email program evaluations to this Site Coordinator.
 - B. After each University presentation Client shall complete One (1) evaluation form: One (1) evaluation form shall be completed by the Site Coordinator or Host Teacher. Client shall also complete one (1) year-end evaluation when provided by the University. All evaluations forms must be submitted to University within two (2) weeks of each presentation.
 - C. Evaluations from Client shall be completed using the link provided in the confirmation email.
 - D. University shall have the right to terminate this Agreement without notice if Client fails to send evaluations for services rendered herein within thirty (30) days following Client's receipt of University's evaluations.
6. DISCLAIMER OF WARRANTY. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY THE CLIENT 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 Client or to any third party for any loss, cost, claim, or damage, either 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 Client for loss or destruction of or damage to any data, equipment, or other property brought upon University premises by Client or delivered to University by Client 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. Client 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 Client, its officers, agents, or employees.
- B. University shall defend, indemnify and hold Client 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.

- A. University, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
 - 1. General Liability Self-Insurance Program with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

It should be expressly understood, however, that the coverage and limits required under this section A of paragraph 9, shall not in any way limit the liability of the University.

Upon written request from the Client the University shall include Client as an additional insured for the coverage referred to under section A (1) of this paragraph 9. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the University, its officers, agents, or employees. If requested the University shall furnish Client with Certificates of Insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to Client of any material modifications, change, or cancellation of the above insurance coverages.

- B. Client, 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:
1. Commercial Form General Liability Insurance (contractual liability included) with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

If the above insurance is written on a claims-made form, it shall continue for three (3) 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 section B of paragraph 9 shall not in any way limit the liability of Client.

If Clients' officers, employees, agents, or students are on University property as a result of this Agreement the Client shall include THE REGENTS OF THE UNIVERSITY OF CALIFORNIA as an additional insured for the coverage referred to under section B (1) of this paragraph 9. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of Client, its officers, employees, and agents. Client shall furnish University with Certificates of Insurance evidencing compliance with all requirements prior to entering University property. Certificates shall further provide for thirty (30) days advance written notice to University of any material 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 Client in connection with this Agreement and designated by Client, in writing, as confidential. Client understands and agrees, however, that University shall have no obligation to comply with any such request of Client. Client agrees to reimburse University in full for any costs it may incur in order to protect information, in accordance with Client'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 Client, 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. Client 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. FORCE MAJEURE. Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).
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: Gluck Fellows Program of the Arts
INTN – 2027
Riverside, CA 92521

With A Copy to: University of California, Riverside
Attn: Business Contracts
Business and Financial Services
Riverside, CA 92521

Client: Alvord Unified School District
Attn: Sherri Kemp, Ed.D.
9 KPC Parkway
Corona, CA 92879

18. ASSIGNMENT. This Agreement is not assignable and any attempt by Client 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 Client.

The conditions in this Agreement are hereby accepted.

CLIENT:

UNIVERSITY:

ALVORD UNIFIED SCHOOL DISTRICT

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By _____
Signature

By _____
Signature

Sherri Kemp, Ed.D.
Print Name

Joe Andreu
Print Name

Assistant Superintendent, Educational Services
Title

Chief Procurement Officer
Title

Date

Date

Exhibit A

Project Scope of the Gluck Fellows Program of the Arts at the University of California, Riverside

I. ADMINISTRATION

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II. INTRODUCTION

This Project Scope of Work will introduce the Gluck Fellows Program of the Arts, outline its activities, and lay out the responsibilities of school faculty or administrators who act as site coordinators for the Gluck Fellows Program in their sites and schools.

What Is The Gluck Fellows Program Of The Arts?

Established in 1996, the Gluck Fellows Program of the Arts at UC Riverside is a privately funded arts outreach program that is designed to create the opportunity for graduate, and undergraduate students of the Departments of Art, Creative Writing for the Performing Arts, Dance, History of Art, Music, Theatre Film and Digital Production, UCR ARTS including the Sweeney Art Gallery and UCR/California Museum of Photography to extend their creative, performative, and expository talents to local schools, residential homes for elderly care, and community centers that have little or no access to the arts. Each fellow does twelve hours of community programming.

Gluck Fellows will comply with the most conservative requirement of all UCR, Site, CDC, and personal comfort level Covid health protocols and will provide proof of vaccine, if necessary.

Working Together

The Administration of the Gluck Fellows Program (Gluck Program Office) is here to help ensure that the Fellows we send to community sites and their projects are successful and that participants' experiences at Gluck Sites are appropriate and rewarding. Our office is open Monday through Friday, from 8:30 a.m. to 11:45 a.m. and 1:00 p.m. to 4:30 p.m. Should you have any questions, please do not hesitate to contact us.

Who is eligible for services?

Gluck fellows present wherever the public can go for free. Public schools, libraries and community centers offering programming without charge are eligible for Gluck visits. Gluck sites must be within a 20-minute drive of UCR. The catchment area is established via Google Maps suggested driving time.

III. SITE COORDINATOR RESPONSIBILITIES

In order for the Gluck Program Office to successfully and efficiently coordinate the growing amount of programming each year, we ask that Site Coordinators attend to the following responsibilities:

Orientation

The Gluck Program Office will schedule Orientation in September. Orientation is a time for sites to get together discusses their needs and begin identifying complementary Gluck program interests. We encourage a participant from each new site: the Site Coordinator or administrator, teachers may attend as well.

Site Resources Form

The Site Resources Form records all your site's contact information and needs and is required by the Gluck Office each year. Sites should take time to inventory your site's resources – pianos, projectors, computers, extension cords etc. This information helps us to plan our visits and schedule fellows. We have limited resources for fellows to check-out. If sites have equipment for Fellows to use it makes it easier to schedule.

Scheduling

The Program Coordinator begins scheduling projects as soon as the Gluck Fellows have been determined and are ready to present their projects to the community. Scheduling normally starts in October and finishes in May.

The List of Programs Available

The Program Coordinator will email the list to all Site Coordinators regarding the availability of projects. This email will include what the projects are about, the target audiences, grade levels required by the project, days and times the projects are available to sites, and physical requirements of the project (i.e. equipment, space, etc.). Projects are only scheduled at sites that meet these project qualifications.

Site Coordinators disseminate this information to all of the teachers at their school to see if there are any interests in scheduling certain presentations. Site Coordinators for nursing homes and other community venues must review the information to see if there are any projects they would like to schedule at their respective sites.

Interest List

The Site Coordinator must notify the Gluck Office of his/her interest in projects by using the online Gluck Fellows Request Form. If a fellow has not given his availability, the project is advertised, and the Gluck Office starts an interest list. When we have availability from the fellow, we will contact all interest listed sites to schedule, if they are still interested and fellow / site availability fits.

Scheduling

Fellows tell the Gluck Office when they are available. The Fellows Coordinator will then contact each Site Coordinator on the Interest List with a list of available dates. There may be more sites on the Interest List than there are hours to fill (fellows do up to 12 hours). Sites and schools need to respond to the email as soon as possible with a list of possible dates and times, as well as the Host Teacher's name, contact info and grade, to expedite scheduling

Confirmation Email

Once scheduling has been finalized, the Fellows Coordinator emails a Confirmation Packet to the Site Coordinator. The Confirmation Packet confirms the title and content of the presentation; the name of the Gluck Fellow or Ensemble; and the date, time and location of the scheduled presentation. The Confirmation Packet will also include the Project Evaluation Form for the Host Teacher, and Project Evaluation Form for students. Please forward this on to the Host Teacher.

Fellows Confirming Projects

Once a schedule has been arranged, each Fellow or Ensemble Leader contacts Host Teacher at least one week prior to the presentation, to discuss the details of their project. It is imperative that the Host Teacher speaks with the Fellow or Ensemble Leader about their projects and what the Fellow or Ensemble will need (i.e. equipment, space, assistance, etc.) from the Host Teacher. We encourage the Site Coordinator/Host Teacher to contact the fellow, as well, so the presentation goes smoothly. Fellows need to know the age group, the numbers and any special needs of the group.

Rescheduling Presentations

If a Host Teacher has a conflict with a scheduled presentation after the Fellows Coordinator has already scheduled

dates and/or times with a site, it becomes the responsibility of the Site Coordinator or the hosting teacher to inform the Gluck Program Office of the conflict, as soon as possible. The Fellows Coordinator will attempt to reschedule the presentation and will notify the Fellow or Ensemble Leader of the new date and time.

If a Fellow or an Ensemble has a conflict with a scheduled presentation after the Fellows Coordinator has already scheduled dates and/or times with a site, it becomes the responsibility of the Fellow or Ensemble Leader to reschedule their presentation directly with the Site Coordinator. It is the responsibility of the Fellow or Ensemble Leader to call the Site Coordinator and explain the situation as soon as possible. The Fellow or Ensemble Leader is responsible for notifying the Gluck Office of the cancellation, and after a new date/time is determined, the Fellow or Ensemble Leader must also notify the Gluck Office of the new date/time immediately.

If a fellow arrives at a site, and the visit is cancelled, the fellow may be credited for their hours, but the site is red-flagged and this jeopardizes future scheduling. Our program relies on fellows' attendance numbers, and a visit with zero numbers impacts our effectiveness in the community.

Working with Substitute Teachers

The behavior of students in classes with short-term substitute teachers is not conducive to the high quality of presentations given by Gluck Fellows. Gluck Fellows cannot present their projects in an unruly environment, and it has been found that students act in such manner in classes with short-term substitute teachers.

It is the policy of the Gluck Program that Fellows **do not** work with short-term substitute teachers. If a Fellow arrives at a scheduled presentation at a school and there is a substitute teacher, they will not give their presentation. Fellows will leave a message for the Site Coordinator explaining the situation and that they may contact them to reschedule. Please try to contact the fellow on the day to cancel, if there is a substitute teacher present. If a teacher or administrator that the students know and respect is available to stay in the classroom with the class during the presentation, the Fellow may elect to carry on as planned.

Project Observation

Visit from Gluck Program Staff

A member of the Gluck Office may visit a particular site to observe the Gluck Fellow or Ensemble, to observe the site and audience/students, and to document the presentation by taking photographs. The Assistant Director or Program Coordinator may make a site visit in order to take photographs or drop off materials as well. Photographs are only taken at sites where permission has been granted.

Photo Release Forms for Students

Since the Gluck staff may wish to take pictures during these visits, the Gluck Program Office requires consent from the students' parents for their students to be photographed. If there are any students whose parents did not give consent for them to be photographed, the Site Coordinator must make note of these students and inform the visiting Gluck Program Staff of these students so that they will be excluded from any photographs. District level agreements may also be required.

Use of Photos

The Gluck Fellows Program produces an annual report for the Max H. Gluck Foundation; photos are included in this document. We also have a website: <https://gluckprogram.ucr.edu> and Facebook Page on which we post photos. UCR may use Gluck photos to promote the Gluck Program and UCR.

Evaluations

Project Evaluation Forms

After the presentation, the Host Teacher or Project Coordinator must complete the Project Evaluation Forms to evaluate Summative Outcomes and Impact as well as Process (one form must be completed by the Host Teacher or Project Coordinator; an optional form is available for students and/or attendees). Note that the Gluck Program Office requires only Project Evaluation Forms from each group/class seeing the presentation. Once the session is completed, **the Project Evaluation Form must be submitted to the Gluck Program Office no more than two weeks after the presentation.** The Project Evaluation form links are emailed to each Site Coordinator with the Confirmation Packet. The links can also be found on the Gluck website (<https://gluckprogram.ucr.edu>).

Year-End Program Evaluations

Each April, the Gluck Program Office emails Year-End Evaluations to participating sites in order to help our office better understand community participants' perspectives about the presentations they have received. The link to the

End of Year Evaluations is provided by email to the Site Coordinators.

Site Coordinators must submit the Year-End Program Evaluations no more than two weeks after receiving them.

Day of the Presentation

Attendance and Punctuality

It is essential that Fellows show up on time and well prepared for each of their scheduled presentations. Fellows should arrive at their host sites at least 15 minutes prior to the start of their presentations. If Fellows find they are going to be late due to some uncontrollable circumstance, they will immediately contact the Site Coordinator to notify them of their delay.

Host Teachers and their students must also be prepared for each of their schedule presentations.

The hosting teacher **MUST** be present for the entire presentation, and be actively involved with behavior and discipline, as well as helping students as necessary.

Overall Professionalism

Site Coordinators, Host Teachers and students are ambassadors of their respective sites or schools. It is therefore assumed that Site Coordinators, Host Teachers and students will adhere to the highest standards of professionalism and that they will treat the Gluck Fellows with the same degree of respect as they would any other professional presenter. If audience/students are not showing the degree of respect for the Gluck Fellows or a discipline problem arises and continues, Host Teacher, Site Coordinators must handle the issue constructively to restore an environment that is conducive to learning.

IV. KEYS TO BEING A SUCCESSFUL PROJECT HOST

Below are some guidelines for Site Coordinators to keep in mind when preparing to receive projects.

Communication

Establishing and maintaining open lines of communication is essential to the success of being a project host.

Communicate with the Gluck Office

Site Coordinators who actively communicate with the Gluck Program Office are far more successful in scheduling projects and creating rewarding experiences for all involved. The Gluck Program Office helps Fellows make their project a success, including placing Fellows in suitable sites for their projects. We need to know: Host's name and contact info, age, grade, special needs and number of participants.

Communicate with the Gluck Fellows

Active communication between the Host and Fellows will help make the project presentation a success. Please do contact your fellow, to confirm plans and inform the fellow of the target group. Fellows should contact the host teachers, but if they don't, please contact the fellow in order to ensure the best result.