

**MEMORANDUM OF UNDERSTANDING BETWEEN THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA-RIVERSIDE CAMPUS, RIVERSIDE UNIFIED
SCHOOL DISTRICT, AND THE CITY OF RIVERSIDE**

UCR College Corps

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____, 2023 (“Effective Date”) by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA-RIVERSIDE CAMPUS, a California nonprofit corporation formed under Article IX of the California Constitution, as represented by its Riverside Campus (“University”), RIVERSIDE UNIFIED SCHOOL DISTRICT, a California school district (“District”), and the CITY OF RIVERSIDE, a charter city and municipal corporation (“City”) (hereinafter, collectively, the “Parties”).

RECITALS

WHEREAS, the UCR College Corps (“College Corps” or “Program”) is a program of the University, operating under and in part funded by the Vice Chancellor Student Affairs; and

WHEREAS, UCR College Corps offers University students a variety of opportunities to provide educational and service programs to children residing or attending schools in the Eastside Community of Riverside, California; and

WHEREAS, City and District want the University to be able to offer the Program for students at certain schools operated by District and desire to participate in and provide funding for the UECC.

NOW, THEREFORE, the Parties agree as follows:

I. DEFINITIONS

A. **General.** The definitions set forth in the above recitals shall apply to this MOU, unless indicated otherwise.

B. **Students.** “Students” shall mean Kindergarten through 6th grade students who reside live in the Riverside Community or go to school at one of the designated School Sites, who the District has determined demonstrate the potential to succeed and who meet two or more of the following criteria: (1) Perform at or below proficiency level in Language Arts or Mathematics; (2) Are enrolled in a District Title 1 School; and/or (3) Come from low-income families based on eligibility for the “Free or Reduced Lunch Program.”

C. **Community Center.** “Community Center” shall mean a City-owned or City-operated facility, including but not limited to: Cesar Chavez Community Center, Stratton Community Center, Ruth Lewis Community Center, and Nichols Community Center.

D. **Program Staff** “Program Staff” shall mean one or more University staff assigned or designated as such by the University who are responsible for conducting administrative functions associated with the UCR College Corps Program.

E. **Program Director.** “Program Director” shall be defined as one or more University staff assigned or designated as such by the University, at least one of who shall also serve as chair for the UCR College Corps Advisory Board.

G. **Fellow.** “Fellow” shall be defined as a college student who is selected to serve in the UCR College Corps program.

H. **School Site.** “School Site” shall mean a District elementary school attended by students who reside in the Riverside Community, as determined by the District, including but not limited to: Beatty Elementary, Emerson Elementary, Fremont Elementary, Taft Elementary, Highgrove Elementary, Highland Elementary, Longfellow Elementary, Mountain View Elementary, Jackson Elementary, and Jefferson Elementary.

I. **Site Supervisor.** “Site Supervisor” shall mean the District-appointed or City-appointed employee assigned to supervise Program activities at Community Centers or at School Sites.

J. **UCR College Corps Advisory Board.** “UCR College Corps Advisory Board” shall mean an advisory board, consisting of representation from the University, City, and District, that will be asked to serve in an advisory capacity for the duration of the program cycle and shall meet bi-annually.

II. PROGRAM OVERVIEW

The UCR College Corps Program will engage 103 Fellows to serve 450 hours each annually. Fellows will tutor students in literacy and mathematics (grades kindergarten through 6th grade) at ten elementary schools throughout the Riverside Community, for the purpose of raising academic achievement and lessening the need for educational assistance in the future. The UCR College Corps Program will provide after school services to youth at the four Community centers providing homework help, computer assistance, recreational activities, and a safe environment for Riverside’s youth. Fellows will also organize several family-oriented events to strengthen the sense of community while reducing the crime rate. The UCR College Corps project is overseen by the UCR College Corps Advisory Board comprised of representatives from our partners. The board will meet twice annually to discuss implementation of the program, including revisiting performance measures and analyzing the budget. Day to day Program operations are conducted by a fulltime Program Director and fulltime Program Staff housed at University. Fellows are supervised by credentialed District teachers at school sites and by City staff at the community centers.

III. TERM

The term of this MOU shall commence on September 1, 2023 and continue through August 31, 2028, and may be extended by mutual written agreement of the Parties for two (2) additional one (1) year periods. Such extension(s) shall be contingent upon the availability of funds and performance of Parties in meeting Program objectives.

IV. FUNDING AND ACCOUNTING

A. Each year during the term of this MOU, District and City shall contribute Sixty-Two Thousand Dollars (\$62,000.00) to the University in support of UCR College Corps. The University shall apply the contributions of District and City towards operating expenses incurred in connection with the Program offered under the terms of this MOU. Excess funds remaining at the end of the MOU term shall be returned to District and City in proportion to their contribution, however, if written approval is obtained by the Parties' duly authorized representatives, excess funds remaining at the end of the MOU term may be applied towards operating expenses incurred in connection with a UCR College Corps program offered under a subsequent MOU.

B. Each year during the term of this MOU, the University shall prepare an operating budget, which the Parties may review and comment on, but the final approval and adoption of which shall be within the sole and exclusive authority of the University pursuant to federal and state guidelines.

C. All UCR College Corps funds shall be administered by the University's Extramural Funds Accounting Office located at 14350 Meridian Parkway, Riverside, CA 92518.

D. At the close of each term, the University shall prepare a progress report and operating statement, which shall be available for review and comment by the Parties and the Advisory Board.

V. ROLES AND RESPONSIBILITIES

A. The University shall:

1. Contribute Sixty-Two Thousand Dollars (\$62,000.00) annually.
2. Appoint a University representative to the UCR College Corps Advisory Board.
3. Oversee the operations of the Program, including supervision of the Program Director and University's College Corps Program staff.
4. Provide Program space.
5. Communicate with each Party regarding events sponsored by the UCR College Corps Program.
6. Recruit, hire, train, place and supervise Fellows.
7. Assist the District in identifying participating District schools.
8. Call an Advisory Board meeting bi-annually.
9. Inform volunteers that the District requires all volunteers who are assigned to the District to: Pass fingerprinting and background DOJ checks; Obtain tuberculosis clearance; and Provide documentation of required immunization(s) as follows: (a) Measles, Mumps, Rubella (MMR); (b) Tetanus/Diphtheria booster; (c) Chickenpox; and (d) Rubella (2MMRs). Any financial costs associated with any of these requirements will be paid for by the party assigning the volunteer to the District.

B. The District shall:

1. Contribute Sixty-Two Thousand Dollars (\$62,000.00) to University, annually by December 31st, by submitting payment to University's Extramural Funds Accounting Office. See section IV(C).
2. Identify the School Sites for Program.
3. Provide personnel to collect and analyze performance data, including assessment scores from all students participating in the Program, as well as similar data of nonparticipating students as a control group for analysis of Program effectiveness.
4. Provide tutor training at each of the School Sites.
5. Select K-5 students for participation in the Program based on discussed eligibility and their ability to benefit from the Program.
6. Appoint a District representative to serve on the UCR College Corps Advisory Board.
7. Appoint a District representative to serve as liaison to the College Corps program.
8. Assist the Program Director in facilitating the orientation for Program participants and their parents at each School Site.
9. Based on the recommendation of each School Site's principal, appoint a certificated employee of the District Site to serve as Site Supervisor for each School Site and to provide data essential to the Program.
9. Provide academic records of participants and control group for assessment purposes as per District policy, and federal and state regulations.
10. Provide for the non-exclusive use of appropriate classroom and/or instructional space at School Sites for UCR College Corps Program activities, free of charge to UCR College Corps.

C. The City shall:

1. Contribute Sixty-Two Thousand Dollars (\$62,000.00) to University, annually by December 31st, by submitting payment to University's Extramural Funds Accounting Office. See section IV(C).
2. Coordinate with the University on available community-based projects with the Department of Parks, Recreation and Community Services and local Riverside nonprofit community-based organizations, including but not

limited to the Volunteer Center of Riverside and Keep Riverside Clean and Beautiful ("KRCB").

3. Appoint a City representative to serve on the UCR College Corps Advisory Board.
4. Appoint a City representative to serve as liaison to the College Corps program.
5. Provide community center training for Fellows assigned to Community Centers.
6. Provide volunteer recruitment training.
7. Provide for the non-exclusive use of appropriate instructional space at Community Centers for UCR College Corps Program activities.
8. Provide personnel to serve as Site Supervisor for each Community Center.

VI. TERMINATION

A. This MOU may be terminated by any Party, upon thirty (30) days prior written notice to the other Parties. In the event of termination of this MOU, or in the event that the UCR College Corps Program is dissolved, all operating funds in excess of expenses, including costs for any obligations incurred by University prior to the effective termination date, shall be returned to each Party in proportion to their contribution.

B. In the event that District or City desires to terminate this MOU after the effective termination date, University shall be free at its option to enter into a separate agreement with the other remaining Party to continue to support and carry out the UCR College Corps Program.

VII. INDEPENDENT CONTRACTOR

Parties have a relationship based entirely on, and defined by, the express provisions of this MOU and no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this MOU. In the performance of this MOU, each Party's employees, subcontractors, and agents, shall act in an independent capacity and not as officers or employees of the others. Parties acknowledge and agree that the other Parties have no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to that party, or to its employees, subcontractors, and agents. Parties shall each be responsible for any and all taxes that apply to it as an employer.

VIII. INSURANCE

During the period of this MOU, the University, City, and District, shall each maintain appropriate insurance or an equivalent program of self-insurance for purposes of General Liability, Automobile Liability, and Workers' Compensation.

IX. INDEMNIFICATION

The Parties shall each defend, indemnify and hold the other Parties, their officers, employees or agents 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 MOU 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 negligence or omissions of the indemnifying Party, its officers, employees or agents.

X. NOTICE

Whenever any notice is to be given hereunder, it shall be in writing and sent to the following addresses:

UNIVERSITY: University of California, Riverside
Research and Economic Development Office
245 University Office Building
Riverside, CA 92521-0217
Attn: Robert Chan, Post Award Manager

DISTRICT: Riverside Unified School District
P.O. Box 2800
Riverside, CA 92516-2800
Attn: Chief Business Officer

CITY: City of Riverside
3900 Main Street
Riverside, CA 92501
Attn: City Manager

XI. NONDISCRIMINATION

During Parties' performance of this MOU, Parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Parties agree to conform to the requirements of the Americans with Disabilities Act in the performance of this MOU.

XII. ENTIRE AGREEMENT

This MOU states the entire agreement between the Parties with respect to the subject matter of this MOU. This MOU supersedes any written or oral agreements, negotiations, discussions, or promises between the Parties regarding the subject matter of this MOU. This MOU may not be modified except by a written amendment signed by the authorized representatives of each Party.

XIII. AUTHORITY

The individuals executing this MOU and the instruments referenced herein on behalf of Parties each represent and warrant that they have the legal power, right and actual authority to bind Parties to the terms and conditions hereof and thereof.

XIV. COUNTERPARTS

This MOU may be executed and delivered in counterparts by facsimile or electronic mail, and such counterparts, together, shall constitute but the same instrument. Each of the Parties hereto agrees to additionally execute and deliver original copies of this MOU circulated subsequent to its initial execution.

XV. INTERPRETATION

Parties acknowledge and agree that this MOU is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this MOU.


A. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the MOU or any of its terms. Reference to section numbers, are to sections in the MOU unless expressly stated otherwise.

B. This MOU shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this MOU.


(Signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA-RIVERSIDE CAMPUS

By  Date: 3/24/2023
Name: Robert Chan
Title: Post-Award Manager

RIVERSIDE UNIFIED SCHOOL DISTRICT


By  Date: MARCH 21, 2023
Name: Chenchira Jane Jumnongsilp
Title: Director of Purchasing

THE CITY OF RIVERSIDE


By _____ Date: _____
Al Zelinka
City Manager

Attest _____
City Clerk

Certified as to the Availability of Funds:

By  _____
Name: Kristie Thomas
Title: Asst. CFO

Approved as to Form:

By  _____
Name: Wesley W. Stanfield
Title: Deputy City Attorney