

## **MEMORANDUM OF UNDERSTANDING**

Between

Irvine Unified School District

And

The Regents of the University of California on behalf of the UC Irvine School of  
Medicine

This Agreement, made and entered into by the Irvine Unified School District, of Orange County (hereinafter referred to as "District") and the Regents of the University of California, a constitutional corporation, on behalf of the UC Irvine School of Medicine (hereinafter referred to as "University").

**WHEREAS**, University is committed to providing a science educational outreach activity, detailed in Exhibit A, Hydra Learning Tool Science Activity, (hereinafter referred to as "Program") to middle school students using the simple animal Hydra as a learning tool; and

**WHEREAS**, University desires to develop an interest and appreciation in science for middle school students using important principles of biology and scientific observation; and

**WHEREAS**, District on behalf of Vista Verde School, in Irvine, desires to provide its students with an understanding of the important principles of biology and scientific observation; and

**WHEREAS**, District and University agree that the science educational activity pilot project will initially be carried out in the 7<sup>th</sup> grade science classes taught by Ms. Liane Martin at Vista Verde School. If the program is successful, District and University agree to expand the program to other schools and grades within the District.

**THEREFORE**, this Memorandum of Understanding (hereinafter referred to as "MOU") is viewed as a positive and beneficial partnership between District, the University, and the Irvine community.

### **1. TERM**

The term of this MOU shall commence on **January 1, 2016**, and shall remain and continue in effect until terminated earlier by either party per Sections 4.5 and 4.6.

### **2. COMPENSATION**

Neither party to this MOU shall be obligated to pay any monetary compensation to the other.

### **3. SCOPE OF PARTNERSHIP**

#### **3.1 District Responsibilities:**

- 3.1.1 District shall agree that the pilot project shall be carried out in the classroom used for the 7th grade science classes at Vista Verde School in Irvine.
- 3.1.2 District shall provide classroom oversight and direct supervision for its students by the classroom teacher, Ms. Liane Martin.
- 3.1.3 District shall provide appropriate security and safety guidelines in-place in order to ensure that all equipment, including scalpels and any sharp instruments, are responsibly handed out to the student, are safely collected after use, and are accounted for after each usage.
- 3.1.4 District agrees to follow all directions, instructions, and guidance provided under the program.

#### **3.2 University Responsibilities**

- 3.2.1 University shall provide the program modules and equipment as described in the Hydra Learning Tool Science Activity, Exhibit A.
- 3.2.2 University shall provide the materials described in Exhibit A, including magnifying goggles. Enough materials have been purchased to provide each student in a class of 40 with a pair of googles, a scalpel, pipettes and bulbs, and plastic dishes for holding the *Hydra*.
- 3.2.3 University shall provide program oversight by Professor Robert E. Steele, Ph.D. of the UCI School of Medicine, Department of Biological Chemistry and Ms. Linda Hall, Assistant Specialist in the Department of Biological Chemistry. Oversight will consist of Dr. Steele and Ms. Hall being present in the classroom during each of the learning exercises.
- 3.2.4 University bears all financial obligations for providing activities, including but not limited to equipment, supplies, and the aforementioned program staff.

### **4. INSURANCE AND INDEMNIFICATION**

#### **4.1 Insurance**

- 1. Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of its officers, agents, or employees.

2. Each party, at its sole cost and expense, shall insure its activities in connection with the work under this MOU and obtain, keep in force, and maintain insurance as follows:

- a. Commercial Form General Liability Insurance (contractual liability included) with limits as follows: (MINIMUM LIMITS)

(1) Each Occurrence	\$ <u>1,000,000</u>
(2) Products/Completed Operations Aggregate	\$ <u>1,000,000</u>
(3) Personal and Advertising Injury	\$ <u>1,000,000</u>
(4) General Aggregate	\$ <u>1,000,000</u>

Such Insurance shall be written on an occurrence-based form. Claims-made policies will not be accepted.

- b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence.
- c. Workers' Compensation as required by law.

It should be expressly understood, however, that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of either party. Each party shall furnish the other party with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall:

- (1) Provide for thirty (30) days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverage.
- (2) The Regents of the University of California has been endorsed as an additional insured under the coverage referred to under a. and b.
- (3) Conversely, District and its Board of Education shall be endorsed as an additional insured under the coverage referred to under a. and b.
- (4) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

It should be further understood that the provisions under (2) and (3) above shall only apply in proportion to and to the extent of the negligent act or omissions of its officers, agents, subcontractors, or employees.



#### **4.2 Indemnification**

- a. University shall defend, indemnify, and hold the District, its officers, employees, and 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 Agreement, but only in proportion to and to the extent such claims, costs, injuries or damages are caused by or resulting from the negligent or intentional acts or omissions of University, its officers, employees, or agents.
- b. The District shall defend, indemnify, and hold University, its officers, employees, and 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 Agreement, but only in proportion to and to the extent such claims, costs, injuries or damages are caused by or resulting from the negligent or intentional acts or omissions of the District, its officers, employees, or agents.
- c. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

### **5. LEGAL RELATIONS AND RESPONSIBILITIES**

#### **4.1 Compliance with Laws**

- a. University shall keep itself fully informed of all existing and future state and federal laws and all county and CITY ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Collaboration. University shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of University. When applicable, University shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

#### **4.2 Licenses, Permits, Fees and Assessments**

- a. University shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Collaboration. University shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for University's performance of the services required by this Collaboration, and shall indemnify, defend, and hold District harmless against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against District hereunder.

#### **4.3 Covenant Against Discrimination**

- a. University covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the performance of this Collaboration. University further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

#### **4.4 Use of Patented Materials**

- a. University shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by University under this Collaboration. University shall indemnify, defend, and hold District harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

#### **4.5 Termination By District**

- a. District reserves the right to terminate this Collaboration at any time, with or without cause, upon written notice to University. Upon receipt of any notice of termination from District, University shall immediately cease all services hereunder except such as may be specifically approved in writing by District.

#### **4.6 Termination By University**

- a. University may terminate this Collaboration at any time, with or without cause, upon written notice to District. Upon receipt of any notice of termination from University, District shall immediately cease all services hereunder, except such as may be specifically approved in writing by University.

## **6. CONTACTS**

### **6.1 University**

- a. Robert E. Steele, Ph.D.  
Professor  
D240 Medical Sciences I  
UCI School of Medicine  
University of California, Irvine  
Irvine, CA 92697  
rsteele@uci.edu

949-824-7341

- b. Nidavone Niravanh  
Risk Manager  
250 Public Services Building  
Purchasing and Risk Services  
University of California, Irvine  
Irvine, CA 92697  
949-824-6510

## **6.2 District**

- a. Kristen N. Winn  
Director, STEM Education  
Irvine Unified School District  
5050 Barranca Parkway  
Irvine, CA 92604  
[kristenwinn@iusd.org](mailto:kristenwinn@iusd.org)  
949-936-5058
- b. Catherine Holmes  
Director, Professional Learning & Curriculum Development  
Irvine Unified School District  
5050 Barranca Parkway  
Irvine, CA 92604  
[catherineholmes@iusda.org](mailto:catherineholmes@iusda.org)  
949-936-5265
- c. Stephen Bayne  
Director, Risk Management & Insurance  
Irvine Unified School District  
5050 Barranca Parkway  
Irvine, CA 92604  
[stephenbayne@iusd.org](mailto:stephenbayne@iusd.org)  
949-936-5021

**Signature page follows.**

**IN WITNESS WHEREOF**, the parties hereto to have caused this agreement to be duly executed.

**IRVINE UNIFIED SCHOOL DISTRICT**

**By: John Fogarty**  
**Its: Assistant Superintendent of Business Services**

\_\_\_\_\_ **Signature**

\_\_\_\_\_ **Date**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

**By: Peter Kaiser**  
**Its: Professor and Interim Chair, Biological Chemistry**

\_\_\_\_\_ **Signature**

\_\_\_\_\_ **Date**

**By: Brant Yancey**  
**Its: Interim Director, Purchasing and Risk Services**

\_\_\_\_\_ **Signature**

\_\_\_\_\_ **Date**



Any notice required to be given hereunder shall be in writing with copies as directed herein and shall be personally served or given by mail. Any notice by mail shall be deemed to have been given when deposited in the United States mail, certified and postage prepaid, addressed to the party to be served as follows:

### **University**

**Address for Notices:**

Department of Biological Chemistry  
D240 Medical Sciences I  
University of California, Irvine  
Irvine, CA 92617-1700

**Attn:** Robert E. Steele, Ph.D.

**Hand Deliveries to:**

Robert E. Steele, Ph.D.  
Room D240, Medical Sciences I  
University of California, Irvine  
Irvine, CA 92617-1700

**Telephone Number:** 949-824-7341  
**Fax Number:** 949-824-2688  
**Email Address:** resteele@uci.edu

### **District**

**Address for Notices:**

Irvine Unified School District  
5050 Barranca Parkway  
Irvine, CA 92604

**Attn:** Stephen Bayne

**Hand Deliveries to:**

Stephen Bayne  
Director, Risk Management & Insurance  
Irvine Unified School District  
5050 Barranca Parkway



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<b>Telephone Number:</b>	949-936-5021
<b>Fax Number:</b>	949-936-5019
<b>Email Address:</b>	<a href="mailto:stephenbayne@iusd.org">stephenbayne@iusd.org</a>