

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Yucaipa-Calimesa Joint Unified**  
**School District**  
**And**  
**San Bernardino County**  
**Department of Public Health**  
**for**  
**Friday Night Live Program Services**

**WHEREAS**, the Yucaipa-Calimesa Joint Unified School District (Contractor) desires to have the San Bernardino County Department of Public Health (COUNTY) staff provide youth leadership programming in schools within the district.

**WHEREAS**, the COUNTY administers educational courses to school districts through the Friday Night Live Program (FNL) for youth programming in COUNTY school districts. FNL is a youth-led substance use prevention program that educates and empowers youth to make safer and healthier choices while becoming leaders on campus and in their communities. FNL also focuses on developing leadership skills across elementary, middle, and high school aged youth.

**WHEREAS**, the COUNTY is willing to provide the aforementioned services on the terms and conditions hereinafter set forth;

**NOW THEREFORE**, CONTRACTOR and COUNTY mutually desire to educate young students with evidence-based curriculum, student projects, and skill-building workshops. In consideration of the mutual agreements and promises hereinafter, the Parties agree to the following terms and conditions of this Memorandum of Understanding (MOU):

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**ATTACHMENT A - SCOPE OF WORK FOR FRIDAY NIGHT LIVE**

## **I. PROPOSED SCOPE OF WORK**

- A. COUNTY shall provide services to educate students in schools within the district on various health education topics as set forth in Attachment A, attached hereto, and incorporated herein by reference.
- B. COUNTY shall furnish labor necessary to perform in a skillful and professional manner all those services described in Attachment A. Services shall be rendered at schools within the district of CONTRACTOR. All schools within the CONTRACTOR wanting to participate in FNL shall provide an adequate facility including reasonable classroom multimedia equipment for services to be provided at no cost and identify a specific staff member/adult available to provide student support as an on-site advisor to effectively execute education topics.

## **II. INDEPENDENT CONTRACTOR**

It is understood and agreed that the COUNTY is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Neither party's officers, agents, employees or subcontractors, shall be entitled to any benefits payable to employees of the other party, including Workers' Compensation Benefits.

## **III. COUNTY'S RESPONSIBILITIES**

- A. Deliver education, intervention and prevention supportive services that are available in a format and style mutually agreed to by both parties.
  - i. Services may include but are not limited to small and large group education; regular meetings, evidence-based curriculum, student projects, skill-building workshops, and participation in special events.
  - ii. DPH staff receive training in cultural/linguistic humility approaches, health literacy, and social and emotional learning. Services are to be delivered in a manner that is culturally/linguistically appropriate. DPH strives to employ personnel that are reflective of the demographic make-up of the County and the residents we serve.

## **IV. CONTRACTOR'S RESPONSIBILITIES**

- A. Permit COUNTY Personnel access to school locations as necessary to perform duties referenced in Attachment A so long as such access does not interfere with regular school operations.
- B. CONTRACTOR reserves the right, exercisable in its discretion after consultation with COUNTY, to exclude any Personnel from its facilities if such person's performance, conduct or state of health is deemed objectionable or detrimental to CONTRACTOR administration or operations.

## **V. MUTUAL RESPONSIBILITIES**

- A. CONTRACTOR and COUNTY agree to coordinate dates, times, and facility locations for County's activities.
- B. Adhere to any Federal, State, and County applicable privacy-related policies pertaining to Personally Identifiable Information (PII). Upon discovery of any unauthorized use, access or disclosure of PII, CONTRACTOR and the COUNTY agree to report to each other's Compliance/Privacy Unit no later than the same business day upon the discovery of a potential breach. Both parties shall cooperate and provide information to assist with mitigating Risks and appropriate reporting requirements.
- C. Both parties shall not use any work product, proprietary data, or non-public information about services under this agreement, school district operations or any information related to its students, staff or community obtained during the course of this engagement for any purpose outside the scope of this Agreement. Both parties are expressly prohibited from using such

information to advance any private interest not authorized under this Agreement. Furthermore, the parties shall not provide advice, services, or assistance to any individual, organization, or entity in a manner that is detrimental to the interests of either party or that relies on confidential information acquired through this engagement.

- D. Ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
  - i. Assurance that all employees, agents, consultants, or volunteers who perform services under this MOU and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
  - ii. Development and implementation of procedures for any employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
- E. Obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof.
- F. Notify both parties of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Both parties shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify one another.

## **VI. INDEMNIFICATION**

- A. CONTRACTOR agrees to defend, indemnify and hold harmless COUNTY, its officers, employees, agents, and volunteers for any and all claims, losses, actions, damages and/or liability arising out of this Agreement from any cause whatsoever, including any costs or expenses incurred by COUNTY, except as prohibited by law, based on CONTRACTOR's breach of its obligations under this Agreement, except for such claims arising from COUNTY's own acts or omissions, gross negligence or willful misconduct, or failure to mitigate losses.
- B. COUNTY agrees to defend, indemnify and hold harmless CONTRACTOR, its officers, employees, agents, and volunteers for any and all claims, losses, actions, damages and/or liability arising out of this Agreement from any cause whatsoever, including any costs or expenses incurred by CONTRACTOR, except as prohibited by law, based on COUNTY's breach of its obligations under this Agreement, except for such claims arising from CONTRACTOR's own acts or omissions, gross negligence or willful misconduct, or failure to mitigate losses.

## **VII. INSURANCE**

- A. COUNTY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Abuse-Molestation Liability, Automobile Liability and Workers' Compensation. COUNTY warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
- B. CONTRACTOR shall maintain, at its sole cost and expense, policies for providing coverage

required by applicable law as well as any other insurance coverage CONTRACTOR deems prudent and customary to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement applicable to CONTRACTOR. Such policies shall include, but not be limited to, General Liability, Abuse-Molestation liability, Automobile Liability, and Workers' Compensation.

#### **VIII. SEVERABILITY**

In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

#### **IX. WAIVER**

Waiver by either party of any breach of one (1) or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same term or of any other term herein.

#### **X. GOVERNING LAW; VENUE**

- A. The provisions of this Agreement shall be construed in accordance with the laws of the State of California excluding its conflicts of law provisions.
- B. The provisions of the Government Claims Act (Government Code Section 900, et seq.) must be followed first for any disputes under this Agreement.
- C. All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the counties of San Bernardino, State of California.

#### **XI. FISCAL PROVISIONS**

No compensation will be exchanged between the parties. COUNTY shall offer the services indicated in Attachment A, to educate students on specified issues, as well as to promote its own available programs.

#### **XII. TERM**

This MOU shall be effective from the date of last signature ("Effective Date) through June 30, 2031, unless terminated as specified in Section IX (EARLY TERMINATION).

#### **XIII. EARLY TERMINATION**

This MOU may be terminated without cause upon thirty (30) days written notice by either party. The CONTRACTOR, or designee, is authorized to exercise the CONTRACTOR rights with respect to any termination of this MOU. The COUNTY Director, or designee, has authority to terminate this MOU on behalf of COUNTY.

#### **XIV. COMPLIANCE WITH LAW**

The parties shall observe and comply with all applicable local, state and federal laws, ordinances, rules and regulation now in effect or hereafter enacted, each of which hereby made a part hereof and incorporated herein by reference.

#### **XV. CONCLUSION**

- A. This MOU, consisting of six (6) pages and Attachment A, is the full and complete document describing the services to be rendered by COUNTY to the CONTRACTOR, including all covenants, conditions, and benefits.
- B. The signatures of the parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.
- C. This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same

MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

IN WITNESS WHEREOF, the parties have executed this MOU through their duly authorized representatives.

SAN BERNARDINO COUNTY

Yucaipa-Calimesa Joint Unified School District  
*(Print or type name of corporation, company, contractor, etc.)*

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF  
THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Name Dr. Jaime Anderson  
*(Print or type name of person signing contract)*

Lynna Monell  
Clerk of the Board of Supervisors  
of the San Bernardino County

Title Assistant Superintendent,  
Student Educational Services  
*(Print or Type)*

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

Address 12797 Third Street, Yucaipa, CA  
92399

# ATTACHMENT A

## SCOPE OF WORK

COUNTY will provide Yucaipa-Calimesa Joint Unified School District students with on-campus, youth-led leadership programming facilitated by County Health Education staff. Services include regular meetings, evidence-based curriculum, student projects, skill-building workshops, and participation in special events. All materials, training, and support will be provided at no cost to the district.

### **Friday Night Live Youth Development Standards of Practice**

#### **A Safe Environment**

- Physical safety: To feel safe physically, free from the risk of harm.
- Emotional Safety: To feel safe emotionally, to feel like they can be who they are.

#### **Opportunities for Community Engagement**

- Knowledge of Community: To learn about their community and its resources.
- Interaction/Interface with the Community: To interact and work with community members.
- Communication with the Community: To communicate about the program or youth issues.
- Contribution to the Community: To give back and serve the community.

#### **Opportunities for Leadership and Advocacy**

- Decision-Making and Governance: To participate in decision-making and occupy leadership roles, such as staff or board roles.
- Youth Voice: To learn to express their opinions constructively and to hear those of others.
- Action: To take action on issues or projects they care about outside of the program-in the community, at school.

#### **Opportunities to Build Caring and Meaningful Relationships with Peers and Adults**

- Peer Knowledge: To learn about their peers and build relationships with them.
- Adult Knowledge/Guidance: To learn about the adult staff and build relationships with them.
- Emotional Support: To feel supported emotionally by others in the program.
- Practical Support: To feel like their practical needs are met by adult staff.
- Sense of Belonging: To feel like they belong, like they matter to the group and its success.

#### **Opportunities to Engage in Interesting and Relevant Skill Building Activities**

- Specific Skills: To develop and build specific skills through program activities.
- Challenging and Interesting Activities: To engage in interesting and challenging activities.