

**AGREEMENT**

**between the**

**UNIVERSITY OF REDLANDS  
(RACE and ETHNIC STUDIES PROGRAM & OFFICE of COMMUNITY SERVICE LEARNING)**

**and**

**THE BEAT WITHIN**

**and**

**SAN BERNARDINO COUNTY PROBATION DEPARTMENT**

**and**

**SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS**

**for the**

**REACH (READ, EMPOWER, ATTAIN, CREATE, HOPE) PROGRAM**

**July 1, 2020**

**WHEREAS**, University of Redlands ("University") is committed to offering its students community-service learning opportunities and the Race and Ethnic Studies Program aims to expand opportunities for community-based learning within courses; and

**WHEREAS**, University students, as community service volunteers and as part of courses in the Race and Ethnic Studies Program and other departments, spend time building juvenile emotional literacy, critical thinking and writing skills through an optional program called REACH (Read, Empower, Attain, Create, Hope); and

**WHEREAS**, the San Bernardino County Probation Department ("Probation") houses youth at its Central Valley Juvenile Detention and Assessment Center ("CVJDAC") and in its Gateway Program ("Gateway") at its Regional Youth Educational Facility; and

**WHEREAS**, the San Bernardino County Superintendent of Schools ("Schools") is responsible for administering secondary educational curriculum to youth within Probation's detention and treatment facilities; and

**WHEREAS**, The Beat Within works with Probation departments nationwide to foster literacy and self-expression among youth by publishing a magazine of writings by and for incarcerated youth; and

**WHEREAS**, University, Probation and Schools are mutually interested in developing a collaborative partnership for expanding the REACH program and opportunities to publish in The Beat Within to Probation youth at CVJDAC and Gateway;

**NOW THEREFORE**, University, The Beat Within, Probation and Schools (collectively, "the Parties") mutually agree to the following terms and conditions:

## I. DEFINITIONS

- A. CVJDAC – The Central Valley Juvenile Detention and Assessment Center operated by the San Bernardino County Probation Department.
- B. County – The County of San Bernardino.
- C. Gateway – Probation residential commitment program designed to provide innovative treatment and rehabilitative services to youth, primarily for Non 707(b) offenders, pursuant to SB 81 and AB 191.
- D. PREA – The Prison Rape Elimination Act of 2003, which addresses the problem of sexual abuse of persons in the custody of U.S. correctional agencies, requires that those agencies, as well as agency contractors who have contact with those persons, to comply with national standards to prevent, detect, and respond to prison rape.
- E. Probation – San Bernardino County Probation Department and operator of the CVJDAC and Gateway programs.
- F. REACH – Read, Empower, Attain, Create, Hope Program.
- G. Schools – San Bernardino Superintendent of Schools.
- H. The Beat Within – A national magazine with a mission to support rehabilitation of detained youth through meaningful dialogue with a community of peer writers and adult mentors by promoting positive self-expression through creative writing.
- I. University – University of Redlands, or U of R.

## II. PURPOSE

The REACH Program is designed to allow University students and faculty, who have been cleared by Probation's Volunteer Unit, to supplement Schools' educational curriculum by working with teachers to build mentoring relationships, conduct tutoring and writing workshops, and lead discussions that build emotional literacy, critical thinking and writing skills to Probation youth at CVJDAC and at Gateway. The University faculty teach "Inside Out" classes that include students from both Gateway and the University in a shared college classroom, for which Gateway students receive free college credits. REACH sponsors a Blank Slate Theater Workshop in Gateway that develops and produces play(s) annually. Student writings may be published by Probation or by The Beat Within, a national magazine for in-custody youth, with the goal of recognizing their work, thereby contributing to the youth's self-expression, self-worth and rehabilitation.

## III. RESPONSIBILITIES

### A. UNIVERSITY shall:

- 1. Recruit and screen all students.
- 2. Utilize Probation's Volunteer process to participate in program services.
- 3. In most cases, provide on-going logistical coordination of volunteer transportation using University vans and student carpools.
- 4. Conduct monthly training in collaboration with School representatives.
- 5. Ensure that students and faculty comply with Probation rules and regulations.
- 6. Facilitate lesson planning and scheduling with Schools.
- 7. Print and distribute REACH brochures.
- 8. Create master calendar of volunteer names and times and ensure copies are distributed to CVJDAC's Watch Commander.
- 9. Conduct orientation and training for new student volunteers no less than

twice per year.

10. Ensure that REACH volunteers conduct creative writing workshops at least one time per month, and hold discussion and reading workshops weekly.
11. Ensure that REACH volunteers collect all writings; type and edit pieces in a prompt manner.
12. Ensure that REACH volunteers conduct tutoring in classrooms weekly at times that meet the teacher's needs.
13. Send edited writings to Probation for review.
14. Accept approved writings from Probation and submit writings to The Beat Within, or an outside vendor, for publication as often as agreed upon by all Parties, without cost to Probation or Schools.
15. Refer students and faculty to Probation for background checks.
16. Submit grant applications to secure outside funding for ongoing training and printing subsidies.
17. Work with Probation and Schools to provide additional training for student volunteers to identify and respond to a variety of emotions that can emerge out of a youth's writing activities.
18. Provide "Inside Out" classes in Gateway when faculty are available, and provide college credits to the students at no cost.
19. Coordinate the ongoing Blank Slate Theater Ensemble workshops, funded in part by outside grants and Probation as noted in Section V of this Agreement.

**B. THE BEAT WITHIN shall:**

1. Provide writing topics on a weekly basis.
2. Work with University staff to provide training to volunteers on how to conduct The Beat Within writing workshops and how to edit pieces.
3. Publish a San Bernardino section monthly or bi-monthly to include short stories, poems or essays from the youth.
4. Provide a website where magazines may be downloaded unconditionally.
5. Work with all other partners to ensure the youth's writings are appropriate for publication.

**C. PROBATION shall:**

1. Provide all background checks, training and clearance of any student or faculty volunteer, prior to onsite participation in the REACH Program.
2. Conduct onsite facility orientation and training for new student and faculty volunteers, when necessary.
3. Provide escort and/or transport for all participating partners and volunteers associated with this Agreement, to and from units or classrooms where onsite workshops are conducted.
4. Participate in on-going training as needed.
5. Inform line staff about the program, its goals, objectives and value.
6. Publish youth's writing pieces at its discretion.
7. Review writings for submission to The Beat Within on a monthly basis.
8. Refer youth to the REACH Program.

**D. SCHOOLS shall:**

1. Conduct orientation and training for new student volunteers no less than twice per year.
2. Conduct training and support for volunteers at monthly meetings at the University campus.
3. Help student volunteers develop lesson plans.
4. Help ensure all volunteers adhere to Schools and Probation rules, guidelines and best practices.
5. Coordinate workshop times, classrooms and volunteer schedules with teachers and Probation staff.
6. Provide on-site best practices training, modeling and mentoring, where necessary, for University volunteers.

**IV. MUTUAL RESPONSIBILITIES**

- A. The Parties agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this Agreement and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- B. The Parties agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through their mutual chains of command, as deemed necessary.
- C. The Parties agree to develop and implement procedures and forms necessary to administer and document program participation and effectiveness.
- D. The Parties agree to develop procedures for resolving grievances through which recipients of services will have the opportunity to express and have considered their views and complaints regarding the delivery of services.
- E. The Parties agree to share program information and authorize the other parties to publish, cite, and duplicate reports, data summaries, outcome measures, and other program specific information for the benefit of program promotion, historical reference, future grant applications, and other agency specific and necessary information use.
- F. The Parties agree to support measures to assist with obtaining financial support for financing the cost of publications (whether in-kind or direct).
- G. The Parties agree to comply with the national standards to prevent, detect, and respond to prison rape, including monitoring and reporting requirements, pursuant to the Prison Rape Elimination Act (PREA) of 2003, 28 C.F.R. Part 115, Subpart D – Standards for Juvenile Facilities. The Parties are required to complete PREA Training prior to providing services and receive continuous PREA Training bi-annually, which will be provided by Probation.

**V. FISCAL PROVISIONS**

- A. The Parties agree they will each bear their own costs in supporting these Agreement terms. No REACH Program expenditures incurred by one party shall be assumed by another.
- B. Probation agrees to the maximum amount of payment under this Agreement, solely for “Blank Slate Theater Workshops.” Payment shall not exceed \$40,000 (\$4,000 each workshop), and shall be subject to availability of other funds to the County.

## **VI. TERM**

This Agreement shall be effective for the period July 1, 2020 to June 30, 2025, unless terminated earlier in accordance with provisions of Section VII of this Agreement.

## **VII. EARLY TERMINATION**

This Agreement may be terminated without cause upon thirty (30) days written notice by any party. The University Chief Financial Officer or appointed designee, has authority to terminate this Agreement on behalf of the University. The Director or appointed designee, has authority to terminate this Agreement on behalf of The Beat Within. The Chief Probation Officer or appointed designee, has authority to terminate this Agreement on behalf of Probation. The Superintendent or appointed designee, has authority to terminate this Agreement on behalf of the Schools.

## **VIII. CORRESPONDENCE**

<b>Partner</b>	<b>Name</b>	<b>Title</b>	<b>Phone Number</b>
University	Dr. Jennifer Tilton	Assistant Professor	(909)748-8506
The Beat Within	David Inocencio	Director	(415)244-6030
Probation (Volunteers)	Laura Zinn	Volunteer Coordinator	(909)387-6114
Probation (CVJDAC)	Joe Bakunas	Superintendent	(909)387-6909
Probation (Gateway)	Nathan Scarano	Division Director II	(909)387-6959
Schools	Brenda Adams	Library Media Teacher	(909)387-7428

## **IX. DEFAULT AND REMEDIES**

- A.** No waiver of any of the provisions of this Agreement shall be effective unless it is made in writing and which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a party in exercising any right under this Agreement shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B.** Any alterations, variations, modifications or waivers of provisions of this Agreement, unless specifically allowed in the Agreement, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of all Parties as an amendment to this Agreement. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties.

## **X. INSURANCE REQUIREMENTS**

### **A. PROBATION and SCHOOLS**

- 1.** Probation and Schools are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self- insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

2. University liability insurance only covers students, faculty and staff on University property, and not in Probation or County school facilities. University employees and students are approved Probation Volunteers, and have received confidentiality training.
3. Probation employees performing services covered under this Agreement are San Bernardino County employees. Employees of University, The Beat Within and Schools are their respective employees only and are not to be considered employees of Probation in performing any services under this Agreement. University students are also not to be considered employees of Probation in performing any services under this Agreement.

**B. THE BEAT WITHIN and UNIVERSITY**

**1. Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**2. Waiver of Subrogation Rights**

The Beat Within and University shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit The Beat Within's employees or agents from waiving the right of subrogation prior to a loss or claim. The Beat Within and University hereby waives all rights of subrogation against the County.

**3. Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**4. Severability of Interests**

The Beat Within and University agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between The Beat Within, University and the County or between the County and any other insured or additional insured under the policy.

**5. Proof of Coverage**

The Beat Within and University shall furnish Certificates of Insurance to the County Department administering the Agreement evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to Probation, and The Beat Within and University shall maintain such insurance from the time The Beat Within and University commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, The Beat Within and University shall furnish a copy of the Declaration page for all

applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**6. Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

**7. Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**8. Failure to Procure Coverage**

In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by The Beat Within or County payments to The Beat Within and University will be reduced to pay for County purchased insurance.

**9. Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. The Beat Within agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

**10. The Beat Within and University agrees to provide insurance set forth in accordance with the requirements herein. If The Beat Within uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, The Beat Within agrees to amend, supplement or endorse the existing coverage to do so.**

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a) Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons

including volunteers providing services on behalf of The Beat Within and the University and all risks to such persons under this Agreement.

If The Beat Within and University has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

- b)** Commercial/General Liability Insurance – The Beat Within and University shall carry General Liability Insurance covering all operations performed by or on behalf of The Beat Within or the University providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury.
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

- c)** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If The Beat Within and University are transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If The Beat Within and University owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d)** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- e)** Abuse/Molestation Insurance – The University shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person



in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

#### **XI. HOLD HARMLESS**

- A.** The Schools, University and The Beat Within agree, at their own expense, cost and risk, to indemnify, defend, save and hold harmless Probation and its authorized officers, employees, agents and volunteers from any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by Schools, University, and The Beat Within in the performance of this Agreement. It is understood that employees and any subcontractor of the Schools, University, and The Beat Within in its performance under this Agreement are not agents of Probation.
- B.** Probation agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless Schools, University, and The Beat Within and its authorized officers, employees, agents and volunteers from any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by Probation in the performance of this Agreement. It is understood that employees and any subcontractor of Probation in its performance under this Agreement are not agents of Schools, University, and The Beat Within.
- C.** This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Schools', University's and The Beat Within's indemnification obligation applies to Probation's "active" as well as "passive" negligence but does not apply to Probation's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

#### **XII. ELECTRONIC SIGNATURES**

This Agreement 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 Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

#### **XIII. CONCLUSION**

- A.** This Agreement, consisting of ten (10) pages, is the full and complete document describing services to be rendered by the Parties including all covenants, conditions and benefits.
- B.** The signatures of the Parties affixed to this Agreement affirm that they are duly authorized to commit and bind their respective agencies to the terms and conditions set forth in this document.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed on the day and year first written above.

UNIVERSITY OF REDLANDS

\_\_\_\_\_  
Name: Cory Nomura  
Title: Chief Financial Officer  
Address: 1200 E. Colton Ave  
Redlands, CA

Date: \_\_\_\_\_

SAN BERNARDINO COUNTY  
SUPERINTENDENT OF SCHOOLS

\_\_\_\_\_  
Name: Katie M. Hylton  
Title: Program Manager  
Address: 760 E. Brier Drive  
San Bernardino, CA 92408

Date: \_\_\_\_\_

Approved as to Legal Form:

\_\_\_\_\_  
Jamie Ryan  
Deputy County Counsel

Date: \_\_\_\_\_

THE BEAT WITHIN

\_\_\_\_\_  
Name: David Inocencio  
Title: Director & Founder  
Address: 275 Ninth Street  
San Francisco, CA 94103

Date: \_\_\_\_\_

SAN BERNARDINO COUNTY  
PROBATION DEPARTMENT

\_\_\_\_\_  
Name: Michelle Scray Brown  
Title: Chief Probation Officer  
Address: 175 W. 5<sup>th</sup> Street  
San Bernardino, CA 92415

Date: \_\_\_\_\_