

AGREEMENT NUMBER: 33515

AGREEMENT FOR PROVISION OF  
ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES  
BETWEEN THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
AND ANAHEIM UNION HIGH SCHOOL DISTRICT

This AGREEMENT is hereby entered into this 1st day of  
September, 2008, by and between the Orange County Superintendent of  
Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter  
referred to as SUPERINTENDENT, and Anaheim Union High School  
District, 501 Crescent Way, Anaheim, California 92803, hereinafter  
referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be  
collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SUPERINTENDENT is authorized by Section 53060 of the  
California Government Code to contract with and employ any persons  
for the furnishing of special services and advice in financial,  
economic, accounting, engineering, legal or administrative matters,  
if such persons are specially trained and experienced and competent  
to perform the special services required; and

WHEREAS, SUPERINTENDENT is desirous of contracting with  
DISTRICT for the provision of Orange County Friday Night Live  
Partnership services; and

WHEREAS, DISTRICT is specially trained and experienced and  
competent to perform the special services required, and is agreeable  
to the rendering of such services according to the terms and  
conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

1 1.0 BUDGET CONTINGENCY.

2 A. It is mutually understood between the Parties that this  
3 AGREEMENT may have been written before ascertaining the availability  
4 of congressional or legislative appropriation of funds for the  
5 mutual benefit of both parties in order to avoid program and fiscal  
6 delays that would occur if the AGREEMENT were executed after that  
7 determination was made.

8 B. This AGREEMENT is valid and enforceable only if sufficient  
9 funds are made available to the State by the United States  
10 Government or the California State Legislature for the purpose of  
11 this program. In addition, this AGREEMENT is subject to any  
12 additional restrictions, limitations, conditions, or any statute  
13 enacted by the Congress or the State Legislature that may affect the  
14 provisions, terms or funding of this AGREEMENT in any manner.

15 2.0 TERM. The term of this AGREEMENT shall be for a period  
16 commencing on September 1, 2008, and terminating on June 30, 2009,  
17 subject to termination as set forth in this AGREEMENT. DISTRICT  
18 shall be obligated to perform such duties as would normally extend  
19 beyond this term including, but not limited to, obligations with  
20 respect to indemnification, audits, reporting, and accounting.

21 3.0 SCOPE OF WORK. SUPERINTENDENT hereby engages DISTRICT as an  
22 independent contractor to perform the following described work and  
23 DISTRICT hereby agrees to perform said work upon the terms and  
24 conditions hereinafter set forth. DISTRICT must meet the  
25 requirements to be eligible to receive a maximum of Six thousand  
five hundred dollars (\$6,500.00) advisor incentive funds.

1 Verification by SUPERINTENDENT'S designee and completion of all  
2 activities by May 1, 2009, is required to receive the full stipend.

3 Payment will be based on the number of advisors at each chapter site  
4 and the level of participation by each advisor, which will be  
5 determined by the SUPERINTENDENT'S Program Managers. Specifically,  
6 DISTRICT shall ensure that each school site meets the following  
7 requirements in order to maintain its eligibility for advisor  
8 incentive funds for the Orange County Friday Night Live Partnership  
9 Program:

- 10 3.1 Maintain a leadership team, including a minimum of one  
11 (1) advisor.
- 12 3.2 Hold and facilitate a minimum of two (2) chapter meetings  
13 per month.
- 14 3.3 Participate in Advisor Kick-off.
- 15 3.4 Participate in one (1) or more Advisor-Professional  
16 Development Academy training(s).
- 17 3.5 Participate in one (1) or more youth-focused  
18 leadership/prevention/advocacy training(s).
- 19 3.6 Foster school and/or community engagement through  
20 alcohol, tobacco, other drug, and violence prevention  
21 activities, including Environmental Prevention activities  
22 and/or service learning projects.
- 23 3.7 Program data collection and evaluation.
- 24 3.8 Ensure that the designated Orange County Friday Night  
25 Live Partnership advisor(s) agrees to the OCFNLP Program  
requirements by signing the "2008-2009 OCFNLP Participant

1 Requirements" form, which is attached as Exhibit "A" and  
2 referenced herein, prior to participation in the Orange  
3 County Friday Night Live Partnership Program.

4 4.0 BUDGET.

5 DISTRICT shall be paid in accordance with the following budget:  
6 Shall not exceed \$6,500.00.

7 A. DISTRICT agrees to distribute payment to the FNL/CL/FNL  
8 Kids Program chapters for those activities specified in Section 3.0  
9 of this AGREEMENT.

10 5.0 COMPENSATION.

11 A. SUPERINTENDENT agrees to pay DISTRICT a total sum not to  
12 exceed Six thousand five hundred dollars (\$6,500.00) for services  
13 satisfactorily rendered pursuant to this AGREEMENT, provided  
14 DISTRICT'S costs are reimbursable pursuant to County, State and  
15 Federal statutes and regulations and under all applicable terms of  
16 the State of California. Payment shall be made upon completion and  
17 acceptance of services and receipt of an itemized invoice from  
18 DISTRICT in duplicate. All billings in the amount of Six thousand  
19 five hundred dollars (\$6,500.00) from DISTRICT must be received by  
20 SUPERINTENDENT no later than June 5, 2009. SUPERINTENDENT will not  
21 be liable for any billings received from DISTRICT after June 30,  
22 2009. OCFNLP advisors who meet the eligibility requirements have the  
23 opportunity to receive an advisor incentive. The dollar amounts  
24 listed below reflect payment distributions for the 2008-2009 year.  
25 Each component may be counted only one time. Maximum advisor  
incentive funds is Five hundred dollars (\$500.00) per school site.

1 Verification and completion of all activities by May 1, 2009, is  
2 required to receive the full stipend. Reimbursement for activities  
3 verified and completed are as follows:

- 4 1. Evaluation and Data Collection - Chapter Profile,  
5 Monthly Logs, sign-in sheets, pre/post surveys, and  
6 Youth Development Survey (\$150.00).
- 7 2. Advisor Kick-off (\$50.00).
- 8 3. One (1) or more Advisor Professional Development  
9 Academy (\$50.00).
- 10 4. One (1) or more Youth-focused Leadership/Prevention/  
11 Advocacy Trainings (\$100.00).
- 12 5. On-going School/Community Engagement Activities  
13 (i.e., ATODV activities, Prevention projects, and/or  
14 service learning projects (\$100.00).
- 15 6. Media input (i.e., student generated letter or  
16 article submitted to school/local newspaper for  
17 ATODV education and/or advocacy (50.00).

18 Payment shall be mailed to Anaheim Union High School District, 501  
19 Crescent Way, Anaheim, California 92803, or at such other place as  
20 DISTRICT may designate in writing.

21 B. DISTRICT'S billings shall be on a form approved or supplied  
22 by SUPERINTENDENT and provide such information as is required by  
23 SUPERINTENDENT and are subject to final approval by SUPERINTENDENT.  
24 Billings are due in accordance to the terms pursuant to this Section  
25 4.0, COMPENSATION, and payments to DISTRICT shall be released by

1 SUPERINTENDENT no later than thirty (30) days after receipt of a  
2 correctly completed billing form.

3 C. All billings to SUPERINTENDENT shall be supported, at  
4 DISTRICT'S facility, by source documentation including, but not  
5 limited to, ledgers, journals, time sheets, invoices, bank  
6 statements, cancelled checks, receipts, receiving records, and  
7 records of services provided.

8 D. SUPERINTENDENT may withhold or delay any payment should  
9 DISTRICT fail to comply with any of the provisions set forth in this  
10 AGREEMENT.

11 E. DISTRICT shall not claim reimbursement for services  
12 provided beyond the expiration and/or termination of this AGREEMENT,  
13 except as may otherwise be provided under this AGREEMENT.

14 F. The obligation of SUPERINTENDENT under this AGREEMENT is  
15 contingent upon the availability of funds furnished by the County of  
16 Orange. In the event that such funding is terminated or reduced,  
17 this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal  
18 obligations hereunder shall be limited to a pro-rated amount of  
19 funding actually received by the SUPERINTENDENT under the grant.  
20 SUPERINTENDENT shall provide DISTRICT written notification of such  
21 termination. Notice shall be deemed given when received by the  
22 DISTRICT or no later than three (3) days after the day of mailing,  
23 whichever is sooner.

24 G. DISTRICT shall not use the funds provided by means of  
25 this AGREEMENT for lobbying any governmental agency or official.  
DISTRICT shall file all certificates and reports in compliance with

1 the requirement pursuant to Title 31, Section 1352, U.S.C.A.

2 6.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this  
3 AGREEMENT, shall be and act as an independent contractor. DISTRICT  
4 understands and agrees that he/she and all of his/her employees  
5 shall not be considered officers, employees or agents of the  
6 SUPERINTENDENT, and are not entitled to benefits of any kind or  
7 nature normally provided employees of the SUPERINTENDENT and/or to  
8 which SUPERINTENDENT'S employees are normally entitled, including,  
9 but not limited to, State Unemployment Compensation or Workers'  
10 Compensation. DISTRICT assumes the full responsibility for the acts  
11 and/or omissions of his/her employees or agents as they relate to  
12 the services to be provided under this AGREEMENT. DISTRICT shall  
13 assume full responsibility for payment of all federal, state and  
14 local taxes or contributions, including unemployment insurance,  
15 social security and income taxes with respect to DISTRICT'S  
16 employees.

17 7.0 HOLD HARMLESS.

18 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold  
19 harmless DISTRICT, its Governing Board, officers, agents, and  
20 employees from liability and claims of liability for bodily injury,  
21 personal injury, sickness, disease, or death of any person or  
22 persons, or damage to any property, real personal, tangible or  
23 intangible, arising out of the negligent acts or omissions of  
24 employees, agents or officers of SUPINTENDENT or the Orange County  
25 Board of Education during the period of this AGREEMENT.

B. DISTRICT herby agrees to indemnify, defend, and hold harmless

1 SUPERINTENDENT, the Orange County Board of Education, and its  
2 officers, agents, and employees from liability and claims of  
3 liability for bodily injury, personal injury, sickness, disease, or  
4 death of any persons or persons, or damage to any property, real,  
5 personal, tangible or intangible, arising out of the negligent acts  
6 or omissions of employees, agents or officers of DISTRICT during the  
7 period of this AGREEMENT.

8 8.0 RECORDS. DISTRICT shall prepare and maintain accurate and  
9 complete financial records of its costs and operating expenses as  
10 they relate to the services provided by this AGREEMENT. Financial  
11 records shall be retained for at least four (4) years from the date  
12 of final payment or final settlement, or until audit findings are  
13 resolved, whichever is longer. DISTRICT will maintain the  
14 confidentiality of all records, including billings, in accordance  
15 with all applicable County, State, and Federal statutes and  
16 regulations. DISTRICT shall inform all its officers, employees, and  
17 agents of their responsibility for maintaining the confidentiality  
18 provisions of this section.

19 9.0 INSPECTION AND AUDIT. SUPERINTENDENT, County of Orange, and  
20 the State of California or Federal authorized representatives shall  
21 have access for the purpose of auditing or examining any records of  
22 DISTRICT pertinent to this AGREEMENT. DISTRICT shall maintain  
23 records of services provided and financial records for a period of  
24 four (4) years, unless such period is waived by SUPERINTENDENT and  
25 COUNTY.



1 10.0 DELEGATION AND ASSIGNMENT. The obligations of the DISTRICT  
2 pursuant to this AGREEMENT shall not be assigned by the DISTRICT  
3 without prior written approval of SUPERINTENDENT and COUNTY.

4 11.0 TOBACCO USE POLICY. In the interest of public health,  
5 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
6 use of any tobacco products are prohibited in buildings and  
7 vehicles, and on any property owned, leased or contracted for by the  
8 SUPERINTENDENT pursuant to SUPERINTENDENT'S Policy 400.15. Failure  
9 to abide with conditions of this policy could result in the  
10 termination of this AGREEMENT.

11 12.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein  
12 must meet the approval of the SUPERINTENDENT and shall be subject to  
13 the SUPERINTENDENT'S general right of inspection to secure the  
14 satisfactory completion thereof. DISTRICT agrees to comply with all  
15 federal, state and local laws, rules, regulations and ordinances  
16 that are now or may in the future become applicable to DISTRICT,  
17 DISTRICT'S business, equipment and personnel engaged in operations  
18 covered by this AGREEMENT or accruing out of the performance of such  
19 operations.

20 13.0 PERMITS/LICENSES. DISTRICT and all DISTRICT'S employees or  
21 agents shall secure and maintain in force such permits and licenses,  
22 certificates, waivers, and exemptions as are required by law in  
23 connection with the furnishing of services pursuant to this  
24 AGREEMENT.  
25

1 14.0 CONFLICT OF INTEREST. DISTRICT, while providing services under  
2 this AGREEMENT, shall not refer clients or accept client referrals  
3 to his/her private practice or services.

4 15.0 NON DISCRIMINATION. DISTRICT agrees that it will not engage in  
5 unlawful discrimination in employment of persons because of race,  
6 color, religious creed, national origin, ancestry, physical  
7 handicap, medical condition, marital status, or sex of such persons.  
8 DISTRICT agrees to employ persons solely on the basis of merit  
9 without regard to race, religion, color, gender, national origin,  
10 sexual preference, medical condition, marital status, ancestry, age  
11 or physical or mental handicap.

12 16.0 TERMINATION.

13 A. Either party may terminate this AGREEMENT, with or without  
14 cause, upon thirty (30) days written notice served upon the other  
15 party. Notice shall be deemed given when received by the DISTRICT  
16 or no later than three (3) days after the day of mailing, whichever  
17 is sooner.

18 B. In the event DISTRICT should fail to perform the covenants  
19 contained in this AGREEMENT in the time and manner specified,  
20 SUPERINTENDENT may immediately terminate this AGREEMENT and is  
21 excused from paying any amounts billed by DISTRICT to  
22 SUPERINTENDENT.

23 17.0 NOTICE. All notices or demands to be given under this  
24 AGREEMENT by either party to the other, shall be in writing and  
25 given either by: (a) personal service or (b) by U.S. Mail, mailed  
either by registered or certified mail, return receipt requested,

1 with postage prepaid. Service shall be considered given when  
2 received if personally served or if mailed on the third day after  
3 deposit in any U.S. Post Office. The address to which notices or  
4 demands may be given by either party may be changed by written  
5 notice given in accordance with the notice provisions of this  
6 section. As of the date of this AGREEMENT, the addresses of the  
7 parties are as follows:

8           DISTRICT:           Anaheim Union High School District  
                                  501 Crescent Way  
9                                   Anaheim, California 92803  
                                  Attn: \_\_\_\_\_

10           SUPERINTENDENT:   Orange County Superintendent of Schools  
11                                   200 Kalmus Drive  
                                  P.O. Box 9050  
12                                   Costa Mesa, California 92628-9050  
                                  Attn: Patricia McCaughey

13 18.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek  
14 redress for violation of, or to insist upon, the strict performance  
15 of any term or condition of this AGREEMENT, shall not be deemed a  
16 waiver by that party of such term or condition, or prevent a  
17 subsequent similar act from again constituting a violation of such  
18 term or condition.

19 19.0 SEVERABILITY. If any term, condition or provision of this  
20 AGREEMENT is held by a court of competent jurisdiction to be  
21 invalid, void, or unenforceable, the remaining provisions will  
22 nevertheless continue in full force and effect, and shall not be  
23 affected, impaired or invalidated in any way.

24 20.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
25 shall be governed by the laws of the State of California with venue  
in Orange County, California.

1 21.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
2 attached hereto constitute the entire agreement among the Parties to  
3 it and supersedes any prior or contemporaneous understanding or  
4 agreement with respect to the services contemplated, and may be  
5 amended only by a written amendment executed by DISTRICT,  
6 SUPERINTENDENT and COUNTY to the AGREEMENT.

7 IN WITNESS WHEREOF, the Parties hereto set their hands.

8 DISTRICT: ANAHEIM UNION HIGH  
9 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

10 BY: \_\_\_\_\_

BY: Patricia McCaughey

Authorized Signature

Authorized Signature

11 PRINTED NAME: Dave Cowen

PRINTED NAME: Patricia McCaughey

12 TITLE: Asst. Superintendent,  
Administrative Services

TITLE: Coordinator

13 DATE: October 31, 2008

DATE: September 30, 2008

14  
15  
16  
17  
18 AnaheimUHSD-FNL Advisor(33515)09  
ZIP4

## ORANGE COUNTY DEPARTMENT OF EDUCATION FRIDAY NIGHT LIVE PARTNERSHIP

**2008-2009 OCFNLP PARTICIPANT REQUIREMENTS**

*This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership, as well as the actual mandates required in any contract between the Orange County Department of Education and individual districts or agencies*

The Orange County Friday Night Live Partnership (OCFNLP) programs focus on youth development and alcohol, tobacco, other drug, and violence (ATODV) prevention. Programs are established on school campuses and in youth-serving organizations with the goal of generating positive outcomes for the young people we serve.

**OCFNLP Standards of Practice:**

As a *Member in Good Standing* of the California Friday Night Live Collaborative, OCFNLP offers program components and services which support the California Friday Night Live Standards of Practice. These Standards of Practice ensure that all program participants will experience the following:

1. A safe environment;
2. Opportunities for community engagement;
3. Opportunities for leadership and advocacy;
4. Opportunities to build caring and meaningful relationships with peers and adults;
5. Opportunities to engage in interesting and relevant skill development activities;
6. Opportunities to develop healthy personal attitudes and behavior (directly related to *No Child Left Behind* legislation).

**OCFNLP staff will provide:**

- Submission of a Chapter Profile to the California Friday Night Live Partnership for certification;
- Provision of new advisor training and materials;
- Technical assistance for new chapter development;
- Handbook and lesson plans for chapter implementation;
- Training and project support for school and community engagement activities;
- Training and project support for environmental prevention activities;
- Annual Advisor Kick-off;
- Two (2) countywide advisor training opportunities (Advisor Professional Development Academy);
- Youth-focused leadership training opportunities (leadership/skill building/ATODV prevention trainings);
- One (1) countywide recognition event (fee-based);
- Countywide alternative activities (fee-based) *[eligibility to participate requires submission of monthly logs]*;
- Support for chapter recruitment activities;
- Program information and updates through the OCFNLP website, email, fax, and/or mailings.

## Chapter Responsibilities for Participation in OCFNLP:

In order to reach the full potential of the program for the young people involved, we ask that advisors establish and maintain an active chapter by carrying out the activities listed below. This ensures certification by the California Friday Night Live Partnership (authorizing use of the FNL/CL/FNL Kids name and logos).

- Maintain a leadership team, including a minimum of one (1) advisor;
- Hold and facilitate a minimum of two (2) chapter meetings per month;
- Participate in Advisor Kick-off;
- Participate in one (1) or more Advisor Professional Development Academy trainings;
- Participate in one (1) or more youth-focused leadership/prevention/advocacy training(s);
- Foster school and/or community engagement through alcohol, tobacco, other drug, and violence prevention activities, including Environmental Prevention activities and/or service learning projects;
- Conduct and maintain program data collection and evaluation;
- Adhere to all district/agency policies and code of conduct.

## Requirements for Advisor Incentives:

OCFNLP advisors who meet the eligibility requirements have the opportunity to receive an Advisor Incentive. Amounts listed reflect payment distribution for the 2008-2009 fiscal year. Each component may be counted only one time. Maximum obligation is \$500 per site. Verification and completion of all activities by May 1, 2009, is required to receive the full stipend. Payments are made through district contracts.

- Evaluation and Data Collection – Chapter Profile, Monthly Logs, Sign-in Sheets, Pre/Post Surveys, and Youth Development Survey [\$150];
- Advisor Kick-off [\$50];
- One (1) or more Advisor Professional Development Academy) [\$50];
- One or more Youth-focused Leadership/Prevention/Advocacy Trainings [\$100];
- On-going School/Community Engagement Activities (*i.e.*, *ATODV activities, Prevention projects, and/or service learning projects*) [\$100];
- Media Input (*i.e.*, *student generated letter or article submitted to school/local newspaper for ATODV education and/or advocacy*) [\$50].

## OCFNLP Lobbying Prohibition:

OCFNLP staff, chapter members and advisors are prohibited from lobbying due to public funds used to support the FNL/CL/FNL Kids program.

- In contracts, OCFNLP is committed to Education such as providing factual information to anyone on a specific topic.
- Lobbying is considered using any OCFNLP funds, materials or affiliation to influence an elected official (from city councils, school boards, county, state, federal, etc.) to take a particular position or vote a certain way on a specific piece of legislation, policy, bill ordinance, rule, etc.

For further information, please see the “Lobbying vs. Education” information sheet in your Advisor Handbook.

ORANGE COUNTY DEPARTMENT OF EDUCATION FRIDAY NIGHT LIVE PARTNERSHIP

**2008-2009 OCFNLP PARTICIPANT REQUIREMENTS**

I, \_\_\_\_\_, have read and agree to uphold the standards of practice and integrity of the Orange County Friday Night Live Partnership program as stated in the "2008-2009 OCFNLP Participant Requirements."

\_\_\_\_\_  
OCFNLP Advisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
OCFNLP Staff Member

\_\_\_\_\_  
Date



# Lobbying vs. Education

Orange County Friday Night Live Partnership (OCFNLP) staff, chapter members and advisors are prohibited from lobbying due to public funds used to support the FNL/CL/FNL Kids program.

- Lobbying is considered using any OCFNLP funds, materials or affiliation to influence an elected official (from city councils, school boards, county, state, federal, etc.) to take a particular position or vote a certain way on a specific piece of legislation, policy, bill, ordinance, rule, etc.
- In contract, OCFNLP is committed to Education such as providing factual information to anyone on a specific topic.

The following are two examples of Lobbying vs. Education;

Scenario 1: A city council meeting is focused on creating a new tobacco policy for their city. A FNL chapter would like to speak at this meeting because tobacco issues are important to them.

## Lobbying

It would be lobbying if the advisor or any chapter members spoke at the city council meeting asking city council to pass (or veto) this new policy, while representing themselves as FNL/CL/FNL Kids members.

## Education

It would be education if the advisor or any chapter members spoke at the city council meeting providing facts about tobacco (stats from their own findings, city, state, etc.), while representing themselves as FNL/CL/FNL Kids members.

Scenario 2: The State of California is looking into raising alcohol taxes. A FNL chapter would like to provide input on this matter, since they have been working really hard to decrease underage drinking at their school.

## Lobbying

It would be lobbying if the advisor or any chapter member sent a postcard or letter to the state encouraging (or discouraging) the passing of this tax, while representing themselves as FNL/CL/FNL Kids members.

## Education

It would be education if the advisor or any chapter members sent a postcard or letter to the state providing them with facts about underage drinking (stats from their own findings, city, state, etc.), while representing themselves as FNL/CL/FNL Kids members.



Orange County Friday Night Live Partnership (OCFNLP) is administered by the Orange County Department of Education and funded by the County of Orange Health Care Agency, Alcohol and Drug Education and Prevention Team.  
OCFNLP contact information: 714/966-4356 • Fax 714/540-2365 • [www.ocfnl.org](http://www.ocfnl.org)

