

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Big Brothers Big Sisters of Central California and**  
**Lemoore Union High School District**

THIS MEMORANDUM OF UNDERSTANDING (the “Agreement”) is made as of this 1st day of April, 2017 (the “Effective Date”) between Big Brothers Big Sisters of Central California, a nonprofit corporation (“Agency”), and Lemoore Union High School District (“LUHSD”). Big Brothers Big Sisters of Central California and Lemoore Union High School District may be hereinafter referred to individually as a “Party”, or, collectively as the “Parties.”

WHEREAS, Big Brothers Big Sisters of Central California is an affiliate of the Big Brothers Big Sisters organization (“BBBS”), which provides youth facing adversity with strong and enduring, professionally supported one-to-one relationships that change their lives for the better, forever, by partnering with parents/guardians, volunteers and others in the community.

WHEREAS, Bigs in Blue is a program focused on building relationships between law enforcement and the communities they serve. The program provides each child with a one-to-one mentoring relationship with a law enforcement officer and in so doing, builds a bridge between the community and law enforcement.

WHEREAS, the Lemoore Union High School District seeks to enter into a partnership with Big Brothers Big Sisters of Central California to establish a Bigs in Blue Program in Lemoore, CA.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

**SECTION 1: BIG BROTHERS BIG SISTERS OF CENTRAL CALIFORNIA ROLES AND RESPONSIBILITIES**

- A. Big Brothers Big Sisters of Central California will engage and support Lemoore Police Department volunteers in providing quality one-to-one mentoring services to children facing adversity in a manner that aligns with the Bigs in Blue program as follows:
1. Provide recruitment staff to assist with the recruitment of Lemoore Police Department volunteers.
  2. Obtain parent/guardian written consent for student participation in the Bigs in Blue program.
  3. Provide designated professional staff who will interview and screen Lemoore Police Department volunteer mentors and students, and pair vetted volunteers with students based on common interests and needs.
  4. Orient and train volunteer Lemoore Police Department mentors and provide them with ongoing support and follow up from professional staff regarding mentored student’s needs and program progress.

5. Based on students' needs assessment, develop and monitor progress of an individual match plan that addresses academic and school adjustment needs.
6. Maintain confidential student and volunteer files.
7. Collect annual metrics and outcomes related to the Bigs in Blue program to assess program impact.
8. Meet with Lemoore Police Department, Lemoore Union High School District, and Kings County Office of Education as needed to discuss the Bigs in Blue program and coordinate efforts.
9. Promote and market the partnership in a mutually beneficial capacity throughout the community.

## SECTION 2: LEEMORE UNION HIGH SCHOOL DISTRICT ROLES AND RESPONSIBILITIES

A. Lemoore Union High School District will support and engage in the Bigs in Blue program as follows:

1. Promote participation in the Bigs in Blue program among Lemoore Union High parents and children.
2. Provide children for the Bigs in Blue program who will commit to one-on-one mentoring a minimum of 1 hour per week during the child's lunch period.
3. Commit to at least two academic years of mentoring with a goal of 10 children participating.
4. Agree to Big Brothers Big Sisters of Central California vetting procedures and processes and participation policies and requirements.
5. Promote and market the partnership in a mutually beneficial capacity throughout the community.
6. Engage in Big Brothers Big Sisters of Central California vetting community events as appropriate.

## SECTION 3: MUTUAL DUTIES

3.1 Licenses. The Parties grant each other a non-exclusive, royalty-free, and fully-revocable license to use trademarks, service marks, logos, and materials created prior to or for the purpose of this Agreement, for purposes consistent with this Agreement.

3.2 Approvals. Any marketing and communications using both Parties' names, marks, and/or logos shall be approved in advance by both Parties.

## SECTION 4: TERM AND TERMINATION

4.1 Initial Term. This Agreement will become effective on April 1, 2017 and will remain effective until April 1, 2018, unless otherwise agreed by the parties in writing. The partnership may continue in subsequent years, pursuant to the terms and commitments as may be determined and agreed upon by the Parties.

4.2 Termination. Either Party shall have the right to terminate this Agreement without cause by providing a written notice to be effective thirty (30) days after receipt by the other Party.

Either Party may immediately terminate this Agreement at any time without prior notice in the event that actions by the other Party or its agents, employees, or assigns is damaging or detrimental to the terminating Party.

4.3 Rights upon Termination. Upon termination for any reason, neither Party shall continue using the other Party's trademarks, service marks or logos or other intellectual property, except as specified herein. Each Party may continue to use the materials created for purposes of the Agreement in accordance with Section 3.

#### SECTION 5: INDEMNIFICATION

Each Party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the negligence or gross negligence of the Party's employees, directors, officers or agents, provided that such individuals are acting within the scope of their employment or agency, as applicable.

#### SECTION 6: GENERAL

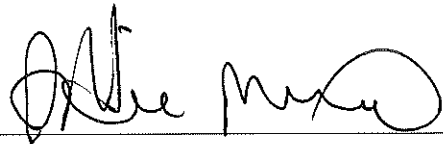
Lemoore Union High School District and Big Brothers Big Sisters of Central California are independent contractors; this Agreement does not create any agency, partnership, joint venture or any other form of legal association, other than as expressly set forth herein. This Agreement embodies the entire understanding of the Parties as to its subject matter, and supersedes any and all prior or contemporaneous agreements or understandings between the Parties. Neither Party may assign, delegate or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other Party; any purported assignment, delegation or transfer in violation of the foregoing will be null and void. No modification of this Agreement will be valid or binding upon the Parties unless made in writing and signed by an authorized representative of each Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Lemoore Union High School District

Name: Debbie Muro

Signature: \_\_\_\_\_



Title: Superintendent

Big Brothers Big Sisters of Central California

Name: Diane Phakonekham

Signature: \_\_\_\_\_

Title: Executive Director