

Memorandum of Understanding

Agreement Between Just Communities Central Coast and Santa Barbara Unified School Districts

This agreement (the “Agreement”), is made and entered into to be effective for all purposes as of the date of execution by and between Just Communities Central Coast (hereinafter “JCCC”) and Santa Barbara Unified School Districts (hereinafter “Client”)

WHEREAS:

- A. JCCC provides customized training, professional development, and facilitation around issues of diversity, inclusion, and equity.
- B. Client desires to provide training for SBUSD staff members who provide interpretation services that includes the following topic areas:
 - a. *Skill Building in Consecutive & Simultaneous Interpretation*
 - b. *Ethical Issues and the Interpreter’s Role*
 - c. *Language, Power, and Social Justice*
 - d. *Creating an Inclusive Multilingual Space*

THEREFORE: In consideration of the premises and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

JCCC agrees to assist Client with design, administration, and facilitation of an *Interpretation for Social Justice Workshop* on April 24 – 26, 2013, 8:00am – 4:00pm each day.

1) SERVICES PROVIDED

a) **Just Communities’ Responsibilities**

- a. Just Communities will provide two facilitators to lead a 3-day (21 hour) workshop designed to introduce SBUSD staff members to interpretation skills with an emphasis on issues of equity and inclusion.
- b. Just Communities will provide an electronic copy of a flier to be used for recruitment.
- c. Just Communities will coordinate the participant registration process, including communication with participants about program details and reminder calls/emails.
- d. Just Communities will coordinate the travel, lodging, and meals for facilitators.
- e. Just Communities will provide refreshments for participants and facilitators during the workshop.
- f. Just Communities will secure all materials needed for the workshop, including easel, flipcharts, markers, laptop, projector, folders, note pads, postcards, pens, and certificates.

b) Client's Responsibilities

- Recruiting for the workshop among SBUSD staff members who provide interpretation services, ensuring between 15-25 registered participants.
- Securing a site for the workshop to take place that includes space for 28 people to sit in a circle and an outside space to use for an experiential activity on Day 1 of the workshop.
- Client will coordinate lunches for participants and facilitators during the workshop.
- Client will print participant handouts for the workshop.
- Client is responsible for all costs associated with the responsibilities of client and JCCC outlined above.

2) FEES AND PAYMENT SCHEDULE: In exchange for the services outlined in Section A the Client agrees to pay JCCC a total fee of **\$6,025.00**.

JCCC will be paid a 50% deposit by April 15, 2013. The balance will be due within 15 working days of completion of project. All checks shall be made payable to "Just Communities". If the program is canceled with more than one week's notice of the scheduled date and not rescheduled within 90 days, the Client will forfeit 50% of total contract fees. The Client will also pay for any incurred travel expenses in the event of cancellation or postponement. If the program is cancelled with less than one week's notice of the scheduled date and not rescheduled within 90 days, client will be responsible for 75% of total contract fees.

3) INDEMNIFICATION: JCCC shall defend, indemnify and hold the Client, 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 liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of JCCC, its officers, employees or agents.

Client shall defend, indemnify and hold JCCC, 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 liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees or agents.

4) COPYRIGHT/OWNERSHIP: Client acknowledges that the sessions designed for Client, all program materials, and any existing JCCC materials, worksheets, etc. provided by JCCC, are the creation and property of JCCC and that all rights thereto remain the sole property of JCCC. Receipt or possession of JCCC's proprietary information does not convey any rights to reproduce or disclose its contents, or to manufacture, use, or sell anything it contained therein. Reproduction, disclosure, or use of any JCCC materials without specific written authorization of JCCC is strictly forbidden.

5) ATTORNEY FEES: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

The preceding shall govern the working relationship between the Client and JCCC unless amended by both parties in writing. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to provision of services from JCCC to Client and supersedes all prior

and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

Client and JCCC, please sign both copies of this Agreement and return them to Just Communities, Attn: Jarrod Schwartz, Executive Director, 1528 Chapala St., Suite 308, Santa Barbara, CA 93101.

Client:

Authorized Agent:

Date

Client Billing Address

Just Communities:

Jarrod Schwartz, Executive Director

Date