

**AGREEMENT
BETWEEN
SANTA BARBARA UNIFIED SCHOOL DISTRICT
AND
FAMILY SERVICE AGENCY OF SANTA BARBARA
FOR
SCHOOL-BASED COUNSELING AND OTHER SERVICES
IN SUPPORT OF THE
ELEMENTARY AND SECONDARY SCHOOL COUNSELING GRANT**

This Agreement is entered into between the Santa Barbara Unified School District, hereinafter referred to as **SBUSD** in this Agreement, and Family Service Agency of Santa Barbara, hereinafter referred to as **FSA** in this Agreement.

1. SERVICES

FSA shall provide the services described in Exhibit A, attached hereto, during the term of this Agreement.

2. TERM OF AGREEMENT

The term of this Agreement is for the period **July 1, 2013 to June 30, 2014.**

3. COMPENSATION: \$138,160 total for the 2013-2014 school year

In consideration for services rendered by FSA, SBUSD shall pay to FSA up to \$138,160. Said sum is based on services rendered at Adams, Cleveland, Franklin, and McKinley Elementary Schools in the above specified time period and described in Exhibit B. In no event shall the total amount paid by SBUSD to FSA under this Agreement exceed \$138,160 without prior approval from SBUSD.

4. FAMILY SERVICE AGENCY OF SANTA BARBARA (FSA)

- A. FSA shall keep and maintain accurate records pertaining to its conduct of the program approved under this Agreement and provide to SBUSD additional data that may be required to complete required US Department of Education or other evaluation reports.
- B. FSA shall be considered an independent "Vendor" under this Agreement and as such not subject to federal compliance regulations of A-133 on the expenditure of these funds.
- C. FSA will hire project staff to provide the services of this Agreement.
- D. FSA agrees to indemnify, defend and hold harmless SBUSD, its officers, employees, and agents from and against all claims, demands, costs, liability, and actions arising out of the activities of the project staff.
- E. FSA shall maintain, during the entire term of this Agreement, comprehensive general liability and comprehensive non-owned automobile liability insurance. Such insurance shall be in an amount not less than \$1,000,000 per occurrence combined single limit.
- F. FSA shall maintain Workers' Compensation Insurance in conformance with the Workers' Compensation Laws of the State of California during the term of this Agreement.
- G. FSA will not discriminate against any employee employed in the performance of this Agreement or against any applicant for employment in the performance of this agreement because of color, religion, age, handicap, national origin, gender, sexual orientation, marital status, or any other non-merit factor unrelated to job performance.
- H. FSA will include SBUSD as an additional insured on the FSA general liability and professional liability insurance policies for the term of this Agreement.

5. SANTA BARBARA UNIFIED SCHOOL DISTRICT (SBUSD)

- A. SBUSD agrees to reimburse FSA on a timely basis for services rendered upon receipt of a billing invoice from FSA.
- B. SBUSD will provide adequate space, office supplies, internet access, a telephone and a desk, to allow project staff to conduct project activities.
- C. SBUSD, in partnership with FSA, will provide the administration of the Agreement.
- D. SBUSD will include FSA as an additional insured on the SBUSD general liability, professional liability, auto & property insurance policies for the term of this Agreement.

6. CONFIDENTIALITY

Except for purposes directly connected with the administration of this Agreement, no person will publish or disclose, or use or permit or cause to be published or disclosed or use any confidential information pertaining to any beneficiary of services rendered under this Agreement.

7. TERMINATION OF AGREEMENT

This Agreement may be terminated by the Board of Education of the SBUSD and/or the Boards of Directors of FSA, by giving thirty (30) days advance written notice of intention to terminate. Unless so terminated, this Agreement shall remain in full force and effect for the full term of this Agreement. If terminated prior to the end of the full term of this Agreement, payment to FSA will be made on the basis of services provided up to the date of termination.

FAMILY SERVICE AGENCY OF SANTA BARBARA

Scott Whiteley, Ph.D.
Executive Director

Date

SANTA BARBARA UNIFIED SCHOOL DISTRICT

David Cash, Ed.D.
Superintendent

Date