Contract for Services

By and Between

Santa Barbara Unified School District
and
Just Communities Central Coast

September 25, 2018

This contract for services is entered into by and between the Santa Barbara Unified School District (SBUSD) and Just Communities Central Coast (JCCC). Whereas the development of culturally proficient and equitable school communities is a priority of SBUSD, JCCC will provide programming and support for the execution of this priority for SBUSD for many reasons, including closing the educational achievement gap. This contract will go into effect upon approval by the Board of Education for SBUSD and remain in effect through June 30, 2019.

1. Services Provided and Fees

The fees SBUSD will pay to JCCC for services are set forth in the table below. A more detailed explanation of each service and the number of people served is included in Appendix A, which is attached to and a part of this contract.

Service	Cost to SBUSD
1. Institute for Equity in Education (IEE)	$154,800
2. Talking in Class	$42,255
3. Parent Involvement through Dialogue & Action (PIDA)	$32,800
4. Parent Equity Workshops	$23,600
5. Language Access Development	$25,950
6. Culturally Relevant Curriculum Development Process	$6,400
7. Implicit Bias Training	$8,625
Total	$294,430

2. Payment Schedule

SBUSD will pay JCCC a 50% deposit of the total $294,430 in costs within 15 working days of the signing of this contract. This deposit will be used by JCCC to pay expenses related to JCCC's obligations to provide services under this agreement and for no other purpose. The balance of

costs under this agreement will be divided into equal monthly payments due on the first of each month for the remaining months on the contract.

3. Termination

SBUSD may terminate this agreement for cause if JCCC fails to satisfactorily perform all its responsibilities under this agreement in the reasonable judgment of SBUSD. Upon JCCC receiving from SBUSD that SBUSD has terminated this agreement, JCCC's right to use the deposit immediately ceases and the unused portion of the deposit will be returned by JCCC to SBUSD forthwith.

4. Securing Participants and Cancelling Events

SBUSD will partner with JCCC on a good faith basis to secure participants for each activity. SBUSD and JCCC will commit to execution of all programs provided under this contract. Except for IEE, should an event need to be cancelled, SBUSD will provide 60 days advance notice and SBUSD will pay JCCC 50% of the cost of that event. Because IEE involves the rental of third party residential facilities, unless SBUSD earlier terminates this contract for cause, SBUSD cannot cancel IEE events and must pay the entire IEE cost of $154,800.

5. Indemnification

JCCC shall defend, indemnify and hold SBUSD, 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.

SBUSD 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 Client, its officers, employees or agents.

6. Conflict of Interest

In signing this Agreement, the District representative acknowledges that he/she has no direct or indirect financial interest in the Consultant. The Consultant shall not hire a district employee as an independent contractor while the employee is under contract with the district.

7. Ownership of Program Materials

SBUSD 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.

8. Program Review and Evaluation

An external evaluation was sponsored by the Bower Foundation and Santa Barbara Foundation in November 2013 and provided in November 2013. SBUSD will work collaboratively with JCCC to develop a program review and evaluation process during 2018-19 to evaluate the work of JCCC over the last four years of our partnership. This program review and evaluation will be a separate process from the programming services provided by this contract, and will be governed by a separate agreement.

Santa Barbara Unified School District	Just Communities Central Coast
_____	_____
Cary Matsuoka, Superintendent	Jarrod Schwartz, Executive Director
_____	_____
Date	Date

Contract address for Just Communities

1528 Chapala Street, Suite 308
Santa Barbara, CA 93101