

**Memorandum of Understanding
between
Santa Barbara Unified School District (SBUSD)
and
Explore Ecology**

February 4, 2019

1. STATEMENT OF WORK/SERVICES

During the term of the Agreement, Explore Ecology will provide maintenance and state standards-based garden education lessons to students at La Cumbre Junior High School. In exchange for funding to be provided by SBUSD from the Farm to Toast grant written in partnership with Explore Ecology and SBUSD Nutrition Services. This funding has been received and will cover all costs associated with maintenance and education for the 2018-2019 school year. Garden Educators will work 20 hours per week.

2. PARTICIPATING SCHOOL SITES

La Cumbre Junior High School

3. TERMS

3.1 TERMINATION

Any party may terminate this Memorandum of Understanding (MOU) by notice in writing to the other parties.

Explore Ecology staff will provide evidence of a negative TB test within the past four years (per education code 49406) and complete a live scan fingerprinting process (per education code 45125.01) if they are with SBUSD students three or more times a month, not at the expense of the SBUSD.

4. INSURANCE REQUIREMENT

- A. Explore Ecology shall maintain, during the entire term of this MOU, comprehensive general liability and comprehensive owned and non-owned automobile insurance. Such insurance shall be in the amount not less than \$1,000,000 per occurrence combined single limit.
- B. Explore Ecology shall include the Santa Barbara Unified School District (SBUSD) as additional insured on the Explore Ecology's general liability insurance policies for the entire term of this MOU

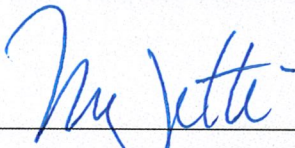
5. INDEMNIFICATION

Explore Ecology shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the SBUSD, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter District and District Personnel) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Explore Ecology's performance under this MOU, Explore Ecology or any acts or errors or omissions by Explore Ecology or its board of directors, administrators, employees, agents, representatives, volunteers, successors and assigns. This indemnity and hold harmless provision shall exclude actions brought by third persons against the District arising out of the negligence or intentional acts.

IN WHITNESS WHEREOF the parties hereto have executed this document as of the day and year last written below.

Signatures:

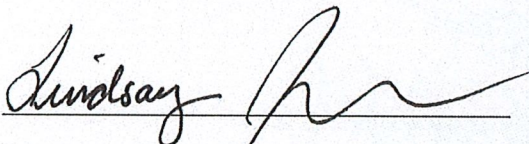
SANTA BARBARA UNIFIED SCHOOL DISTRICT



Meg Jetté, Asst. Supt. Business Services

2/26/19
Date

EXPLORE ECOLOGY



Lindsay Johnson, Executive Director

2/19/19
Date