

Contract for Services
By and Between
Santa Barbara Unified School District
and
Just Communities Central Coast
May 14, 2019

This contract for administrative/professional services (the “Agreement”) is entered into by and between the Santa Barbara Unified School District (SBUSD or District) and Just Communities Central Coast (JCCC) (sometimes referred to as the “Parties” or, if singular, as a “Party”), to be effective upon approval by the Board of Education and makes reference to the following facts.

Whereas, the SBUSD Board of Education is required to adopt a Local Control and Accountability Plan and Annual Updates describing progress in meeting established LCAP Plan goals, including documenting areas of greatest progress, greatest needs, performance gaps, and setting forth a budgeted action plan for the following year aimed at identifying and describing the District’s efforts to fulfill the established goals; and

Whereas, Education Code section 201 provides that “California’s public schools have an affirmative obligation to combat racism, sexism, and other forms of bias, and a responsibility to provide equal educational opportunity”; and “it is the intent of the legislature that each public school undertake educational activities to counter discriminatory incidents on school grounds and, within constitutional bounds, to minimize and eliminate a hostile environment on school grounds that impairs the access of pupils to equal educational opportunity”; and

Whereas, pursuant to the mandate of Education Code section 201, the Board of Education has enacted Board Policy 0415, entitled EQUITY, which includes the Board’s directive that: “in order to eradicate institutional bias of any kind, including implicit or unintentional biases and prejudices that affect student achievement, and to eliminate disparities in educational outcomes for students from historically underserved and underrepresented populations, the district shall proactively identify class and cultural biases as well as practices, policies, and institutional barriers that negatively influence student learning, perpetuate achievement gaps, and impede equal access to opportunities for all students.”

Whereas, the SBUSD Board, in furtherance of a LCAP priority focused on equity, has identified as an annual goal for the current year: “through organizational transformation, develop a culturally proficient district to ensure success for all students”; and

Whereas, the description of areas of greatest progress in the LCAP included improved outcomes for students by means of, among other things, “district-funded professional learning continued with staff around implicit bias awareness and cultural proficiency”; and

Whereas, the description of greatest needs included a continued need to increase student performance in English Language Arts and math achievement to decrease the persistent achievement gaps between student subgroups; and

Whereas, according to the California School Dashboard there exists a significant gap between student groups in achievement in English-language arts and mathematics that is disproportionately prominent with English learners, socioeconomically disadvantaged, African-American and Hispanic/Latino students, as well as students with disabilities; and

Whereas, the Board of Education has approved and budgeted funds to address the specified planned actions for services to meet the annual goals for this year; and

Whereas, those actions include focused development of cultural proficiency to enhance the internal capacity district wide to effect systems change to narrow the identified gaps among student groups; and

Whereas, the Board of Education has previously contracted with JCCC over a number of years to provide professional learning programming and implicit bias training based upon JCCC’s recognized unique special skills and critical local partnerships that cannot be replicated from any other source; and

Whereas, the Board of Education has identified through the approved LCAP that the best means for building on past progress with professional learning programming and implicit bias training, and to be able to evaluate and assess the success of such services based upon a multi-year continuum, is to enter into an additional professional/administrative service contract with JCCC for the current and following year; and

Now therefore, the parties agree as follows.

1. This Agreement shall remain in effect through June 30, 2020. During the term of this Agreement, SBUSD will be pursuing a formal study in collaboration with UCSB to evaluate and document the impacts of the JCCC programs in SBUSD.
2. The services to be provided by JCCC under this agreement are highly specialized and require skills and training that are not otherwise available including from SBUSD staff or from

any other public entity. To maintain and sustain effective programs, the District recognizes that JCCC's work, as District's consultant, benefits immeasurably through established strong community relationships, thus assuring access to important resources and maximizing participation. All participation in JCCC programs by staff, parents and students is voluntary.

3. JCCC has been providing these or similar services locally, and elsewhere, since at least 2008 and has achieved wide recognition for its positive work. The SBUSD Board of Education finds that JCCC is uniquely qualified to provide the services covered by this Agreement.

4. A summary of services and costs is provided by the two documents provided by JCCC – Santa Barbara Unified Cultural Proficiency and Equity Plan and Budget for 2019-2020 and Appendix A.

5. Payment Schedule:

SBUSD will pay JCCC a 50% payment for the contacted services in July 2019. This initial payment will be used to cover expenses related to reserving conference spaces for the three Institutes for Equity in Education (IEE). If JCCC fails to perform its responsibilities under this agreement or if this agreement is terminated for nonperformance or pursuant to paragraph 9 of this agreement, any unused portion of the deposit will be returned to SBUSD. 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.

6. 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. Should an event need to be cancelled other than an Institute for Equity in Education program, SBUSD will provide 60-days advance notice and SBUSD will pay JCCC 50% of the cost of that event. Because Institute for Equity in Education programs involve the rental of third-party residential facilities, SBUSD will commit to full participation and paying the cost of \$158,400.

7. 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.

8. SBUSD acknowledges that the sessions designed for District, 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.

9. If it becomes illegal, impractical or impossible for a Party to honor their obligations under this Agreement then this agreement shall be immediately terminated upon the giving of written notice by one Party to the other Party. If the Agreement is terminated under this paragraph then neither Party shall be deemed in violation of this Agreement and, except as provided in paragraph 5 requiring that unused portion of the 50% deposit be returned to SBUSD if this Agreement is terminated, both Parties shall be relieved of their obligations under this Agreement, and neither Party shall have any further liability to the other Party.

10. Applicable Laws. JCCC must adhere to applicable state and federal laws and regulations, and SBUSD board policies and regulations, throughout the term of this Contract. Nothing contained herein is intended to cause JCCC to operate in a manner inconsistent with applicable laws and regulations, and, in all cases, student equity shall be respected.

11. Non-Discrimination. JCCC shall not differentiate or discriminate in the provision of professional services due to race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, gender identification, or age, in violation of any applicable state, federal or local law or regulation, or SBUSD board policies and regulations with respect to such matters.

12. Relationship of Parties. JCCC, in furnishing administrative/professional services to SBUSD under this Contract, is acting only as an independent contractor and, therefore, nothing contained herein shall be construed to constitute a relationship of joint venture or any other joint endeavor. Except as set forth in this Contract, JCCC does not and shall not undertake by this Contract or otherwise to perform any obligation of SBUSD, whether regulatory or contractual, or assume any responsibility for SBUSD's business or operations. JCCC has the sole and exclusive right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by JCCC under this Contract unless otherwise provided herein.

13. Entire Agreement. This Agreement, including all exhibits and addenda included herein, sets forth the entire agreement between the Parties. No other agreements, covenants, representations or warranties, expressed or implied, oral or written, have been made by either Party with respect to the subject matter of this Agreement.

Santa Barbara Unified School District

Just Communities Central Coast

President, Board of Education

Jarrod Schwartz, Executive Director

Date

Date

Contract address for Just Communities

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