

## **MEMBERS OF THE BOARD**

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**Kim Hernandez**, Assistant  
Superintendent of Business Services

# **Memorandum of Understanding between Hope Elementary School District and the Santa Barbara Unified School District**

We are no longer offering Distance Learning for the 2021/22 school year. New legislation (AB130) requires that school districts to offer Independent Study for any student not attending in-person instruction.

## **1. STATEMENT OF WORK/SERVICES**

Santa Barbara Unified will provide independent study for Hope Elementary School District as an alternative instructional program option to in-person learning. These students would need to be enrolled at Alta Vista School, not at the school of residence. Distance learning as a program model will not be offered.

## **2. RATES**

Participating school (s) agree to pay:

\$11,968.00 per independent study pupil for the 21/22 fiscal year and/or a prorated rate based on days of enrollment.

- \$66.49 per day (180 days of instruction)
- To be invoiced on a quarterly basis

## **3. TERMS**

July 1, 2021 through June 30, 2022

### **3.1 TERMINATION**

Any party may terminate this Memorandum of Understanding (MOU) by giving 30-day written notice to the other parties.

## **4. INSURANCE REQUIREMENT**

### **Hold Harmless Agreement**

Hope Elementary hereby agrees to defend, indemnify and hold the Santa Barbara Unified School District (SBUSD), its directors, officers, agents, employees and individual members, free and harmless from and against any and all liability, claims, demands, causes of action at law or equity, expenses and costs (including attorneys' fees), or loss of any sort of personal injury (including

death) and property damage that may arise during or because in any way by such use, operation, occupancy, acts, omissions, and/or condition of premises under Program participation.

**Low-Risk Insurance Requirement**

A. Hope Elementary further agrees, pursuant to the hold harmless agreement above, to procure and maintain at its sole expense Commercial General Liability insurance with limits no less than \$1,000,000 combined single limit per occurrence for personal injury and/or property damage, during the entire term of this MOU.

B. Hope Elementary shall include the Santa Barbara Unified School District (SBUSD), its Board of Trustees, officers, and employees as additional insured on the Hope Elementary 's general liability and professional liability insurance policies for the entire term of this MOU.

**5. INDEMNIFICATION**

Hope Elementary 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, Hope Elementary 's performance under this MOU, Hope Elementary or any acts or errors or omissions by Hope Elementary 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 WITNESS WHEREOF the parties hereto have executed this document as of the day and year last written below.

**Signatures:**

HOPE ELEMENTARY SCHOOL DISTRICT

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Anne Hubbard, Ed.D., Superintendent

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Date

SANTA BARBARA UNIFIED SCHOOL DISTRICT

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Kim Hernandez, Asst. Supt. Business Services

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Date