

MEMORANDUM OF UNDERSTANDING
between
COUNTY OF SANTA BARBARA
and
SANTA BARBARA ELEMENTARY AND SECONDARY SCHOOL DISTRICTS

I. Purpose

The purpose of this Memorandum of Understanding is to confirm a spirit of cooperation and coordination between The County of Santa Barbara, California (COUNTY) and the Santa Barbara Elementary and Secondary School Districts (DISTRICT) in planning, preparedness, response, and recovery efforts related to disasters or emergencies.

II. Definition of Disaster

A disaster is an occurrence such as a tornado, storm, earthquake, flood, high water, wind-driven water, tidal wave, volcanic eruption, drought, blizzard, pestilence, famine, fire, explosion, building collapse, transportation accident, or other situation that causes human suffering or creates human needs that the victims cannot alleviate without assistance.

III. Organization of the County of Santa Barbara, California

The County of Santa Barbara is a political subdivision of the State of California. The County Office of Emergency Services, under the authority of the County Executive Officer is the coordinating body for all COUNTY divisions and instrumentalities in emergency preparedness, response, and recovery. As the Operational Area under the State Disaster Response Plan, it is also the emergency services coordinating body for all political subdivisions within the COUNTY boundaries. The COUNTY has an Emergency Management Plan and uses the Standardized Emergency Management System (SEMS) which delineates the emergency response and preparedness responsibilities of various COUNTY offices, departments, and non governmental organizations.

COUNTY staff will participate pro-actively in preparation for disaster response and recovery in the community. During a disaster, COUNTY staff will work within established governmental guidelines, with adherence to the California Code of Regulations, Title 19, Division 2, California Emergency Management Agency (CalEMA).

IV. Purpose of the Santa Barbara School Districts:

Established on June 6, 1866, the Santa Barbara School Districts continue to place high emphasis on a high quality education for its students to ensure that every student, regardless of gender, ethnicity, socio-economic status, or history of under achievement succeeds at the highest level.

The Santa Barbara School Districts provide education to meet content standards that define the knowledge, concepts, and skills students should acquire at each grade level. The content standards have been established by the California State Board of Education and adopted by the Santa Barbara School Districts Board of Education. The board's focus goals for 2009-10 are:

Focus Goal 1: Student Achievement

1.1 All schools will exceed annual state and federal academic performance targets.

1.2 Every school will achieve an overall similar schools rank of (8) or higher, with each student subgroup also achieving a similar schools rank of eight (8) or higher.

1.3 Every school will significantly increase participation of underrepresented students in advance courses (e.g., GATE, Advanced Placement, Honors, International Baccalaureate, academies, dual enrollment).

1.4 All high schools will increase the number of students and underrepresented students, who are eligible for admission to University of California and California State University schools (complete a-g requirements, PSAT, SAT/ACT, above 3.5 grade point average).

Focus Goal 2: Student Achievement

All schools will improve student safety and school climate as measured by appropriate district surveys.

Focus Goal 3: Communication

The district will improve communication between the board, district office, site staff, parents, and the community.

V. Organization of the Santa Barbara School Districts

A single board of education governs the Santa Barbara Elementary and Secondary School Districts. In accordance with the California Education Code, the board operates independently from the city or county governments. The board of education is made up of five elected representatives, each serving a four-year term. Santa Barbara School Districts' superintendent reports to the school districts' board of education. The superintendent is responsible for the overall operation of the school districts and has responsibility for ensuring that board policies and decisions are implemented.

The Santa Barbara Elementary School District covers approximately 22 square miles located within the city of Santa Barbara. The Santa Barbara Secondary School District service area covers approximately 136 square miles located within the city of Santa Barbara and the surrounding metropolitan areas from Montecito to Goleta. The districts serve approximately 15,500 students and are currently comprised of the following schools:

SANTA BARBARA ELEMENTARY SCHOOL DISTRICT

Adams Elementary School

Adelante Charter School

Cleveland Elementary School

Franklin Elementary School

Harding University Partnership School

McKinley Elementary School

Monroe Elementary School

Open Alternative School (grades K-8)

Peabody Charter School

Roosevelt Elementary School

Santa Barbara Community Academy

Santa Barbara Charter School, (grades K-8)

Washington Elementary School

Additionally, in school year 2009-10 the district's Child Development Program, which operates within the Santa Barbara Elementary School District, served approximately 566 children (toddlers-through-prekindergarten) as well as 420 students in its school-age program.

SANTA BARBARA SECONDARY SCHOOL DISTRICT

Goleta Valley Junior High School

La Colina Junior High School

La Cumbre Junior High School

Santa Barbara Junior High School

Dos Pueblos High School

San Marcos High School

Santa Barbara High School

Continuation High Schools

La Cuesta Continuation High School

Santa Barbara Alternative High School

San Marcos Bridge High School

Dos Pueblos Charger Academy

Alternative School of Choice

Alta Vista High School

The Santa Barbara Secondary School District serves students from the Santa Barbara Elementary School District as well as incoming students from neighboring elementary districts: Hope School District, Goleta Union School District, Montecito Union School District, and Cold Spring School District.

VI. General Provisions

This agreement shall become effective upon execution by authorized individuals of both organizations. Either party may terminate this agreement with thirty (30) days written notice served on the other by registered or certified mail.

VII. Provisions

INDEMNIFICATION - COUNTY and DISTRICT agree to indemnify, defend and hold harmless each other and each other's respective officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Memorandum of Understanding.

VIII. Severability

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IX. Term

The effective date of this agreement shall be **July 1, 2010**. This agreement is automatically renewed annually, unless either party terminates the agreement in writing according to the above general provisions. The County of Santa Barbara Office of Emergency Services will coordinate a meeting every two years with agencies and departments identified in this agreement to review, revise, and develop new plans as appropriate.

X. General Methods of Cooperation

So that the resources of the DISTRICT and the COUNTY may be coordinated and used to the fullest advantage in preparedness and rendering disaster relief, both organizations have agreed to the following:

- A. Close liaison will continue between the DISTRICT and the COUNTY by conference, telephone, fax, and other means. Each organization will share current data regarding disaster declarations and changes in legislation.
- B. Each organization will participate, as resources allow, in cooperative efforts, such as disaster preparedness planning, as well as providing disaster relief services.

XI. Activities to be carried out by DISTRICT

- 1. DISTRICT will coordinate with the County Office of Emergency Services in preparedness, planning, response and recovery efforts. Consistent with SEMS, DISTRICT will coordinate with other COUNTY departments, as appropriate, in preparedness, planning, response and recovery efforts.
- 2. DISTRICT will provide appropriate financial statements or invoices at reasonable and customary rates for services provided under specific mission tasking during emergencies or disasters. The financial statements or invoices must be acceptable to the California Emergency Management Agency (CalEMA) or the Federal Emergency Management Agency (FEMA) to support reimbursement claims.

XII. Activities to be carried out by COUNTY

A. OFFICE OF EMERGENCY SERVICES (OES)

- 1. OES shall provide overall operations and policy guidance to all agencies, including the DISTRICT during emergencies or disasters.
- 2. COUNTY will reimburse the DISTRICT for appropriate financial statements or invoices at reasonable and customary rates for services provided at the request of the COUNTY under specific mission tasking during local proclaimed emergencies. The original financial statements or invoices must be acceptable to CalEMA or FEMA to support reimbursement claims.
- 3. COUNTY will facilitate reimbursement funding activities with FEMA or CalEMA on behalf of the DISTRICT during a proclaimed or declared disaster or emergency.
- 4. OES shall serve as the coordination point for operational area disaster response, including shelter and transportation.
- 5. OES will coordinate with responding governmental and non-governmental agencies in the Emergency Operations Center during an emergency or disaster.

**Memorandum of Understanding between the County of Santa Barbara and the
Santa Barbara Elementary and Secondary School Districts**

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding to be effective on the date executed by COUNTY.

COUNTY of SANTA BARBARA

By: _____
Chair, Board of Supervisors

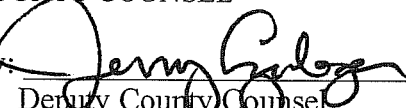
Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy

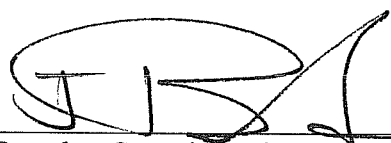
Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By:  _____
Deputy County Counsel

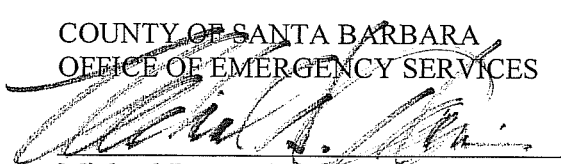
Date: 8/25/10

SANTA BARBARA SCHOOL DISTRICTS

By:  _____
Board or Superintendant

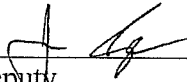
Date: 8/11/10

COUNTY OF SANTA BARBARA
OFFICE OF EMERGENCY SERVICES


Michael D. Harris
Emergency Operations Chief

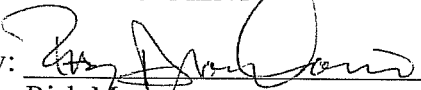
Date: 26 August 2010

APPROVED AS TO FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By:  _____
Deputy

Date: 8/25/10

APPROVED AS TO FORM:
COUNTY OF SANTA BARBARA
RISK MANAGEMENT

By:  _____
Risk Manager

Date: 8/26/10

