

INTERAGENCY AGREEMENT

Social Work Services Program

This Agreement for the Social Work Services Program is entered into this 1st day of May, 2022, by and between the San Diego County Superintendent of Schools, herein referred to as "SDCOE" and the San Pasqual Union School District, herein referred to as "District", collectively referred to as "Parties" who agree to the following:

1. Scope of Services.

SDCOE responsibilities

- Serve as the lead agency
- Provide social work technical assistance to district staff
- Ensure interns are cleared for placement (fingerprinting, TB testing, COVID exhibit and ID)
- Provide leadership in understanding the roles and responsibilities of a Social Work Intern
- Provide orientation and professional development
- Provide Social Work Intern with field supervision and instruction weekly
- Provide social emotional/mental health support to students and families
- Evaluate the effectiveness of the program services

District responsibilities

- Assist in the identification and referral of students and families needing services in order to meet university requirements
- Provide appropriate workspace for Social Work Intern to provide counselling services to students
- Provide at least one school site contact person to provide ongoing support and guidance
- Provide Social Work Intern with access (read only) to student information systems for the purposes of assessing students' need for services
- Communicate with External Field Supervisor when there are concerns with the Social Work Intern(s)

2. Term of Agreement.

This Agreement shall be effective from the period commencing July 1, 2022, and ending June 30, 2027, unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination".

3. Termination.

This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon 60-day written notice to District. During said 60-day period District shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by SDCOE for cause in the event of a material breach of this Agreement, misrepresentation by District in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by SDCOE. Termination for cause shall be effected by delivery of written notice of termination to District. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

4. Compensation and Reimbursement.

There is no exchange of funds between the parties for this agreement.

5. Confidential Relationship.

SDCOE may from time to time communicate to District certain information to enable District to effectively perform the services. District shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. District shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of District, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of District without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to District by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

District shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, District shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. Public Records Act.

District acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The SDCOE acknowledges that District may submit information that District considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). District acknowledges that the SDCOE may submit to District information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement (“Requestor”) for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor’s demand and is not required to defend against it.

7. Ownership of Documents.

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by District upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; District’s name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the District will remain the exclusive property of the District.

8. Fund Availability

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole

risk of District. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

9. Data Privacy and Protection

All SDCOE content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) information involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service provided will cease to be retained by the District at the conclusion of this Agreement and will, in fact, be removed from the District's records.

The District will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The District uses the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The District will notify the SDCOE within 24 hours of the District discovering an unauthorized access or disclosure of SDCOE data.

The District and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. No Assignments.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. Audit.

District agrees to maintain and preserve, until three (3) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. Independent Contractor.

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, District is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE.

13. Licenses, Permits, Etc.

District represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. District represents and warrants to SDCOE that District shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for District to practice its profession.

14. District's Insurance.

The District shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the SDCOE from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	\$1,000,000 Amount
Auto Liability Comprehensive form - Owned, Non-owned Hired	Bodily Injury and Property Damage Combined	\$100,000/\$300,000 Amount

The District shall file, with the SDCOE, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

15. Workers' Compensation.

The District shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or District shall sign and file on company letterhead stationery with the SDCOE the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

16. Tuberculosis Clearance.

District shall certify in writing that District's employees, volunteers, and subcontractors receive clearance for TB.

17. Pupil Safety/School Safety Act.

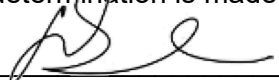
District shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The SDCOE has completed the "Pupil Safety Provisions" below certifying the level of contact that District is expected to have with SDCOE'S pupils.

The SDCOE has determined that greater than limited contact with pupils may occur under the terms of this Agreement. Fingerprinting and certification will be required of the District. No work may take place until the requirements of Education Code section 45125.1 have been met.

The SDCOE has determined that limited contact with pupils may occur under the terms of this Agreement. In lieu of fingerprinting, a SDCOE employee will provide supervision at all times when the District has contact with pupils.

The SDCOE has determined that there will be no contact with pupils under the terms of this Agreement.

The above determination is made by Felicia Singleton, Director, System of Supports

Signature  Date 4/1/2022
(SDCOE Program Manager/Director)

18. Indemnification.

District agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including District, that arise out of, pertain to, or relate to District's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. District agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such District's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. District's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at District's expense, subject to District's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for District or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

19. Tobacco-Free Facility.

The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

20. Notices.

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Felicia Singleton, Director, System of Supports
6401 Linda Vista Rd, Rm 410
San Diego, CA 92111
(858) 298-2082
felicia.singleton@sdcoe.net

With copy to: Chief Business Officer and
SDCOE Legal Services
6401 Linda Vista Rd
San Diego, CA 92111

District: Mark Burroughs, Superintendent/Principal
SPUSD
15305 Rockwood Rd.
Escondido, CA 92027
(760) 745-4931
mark.burroughs@sanpasqualunion.net

21. Amendment.

No oral or other agreements or understandings shall be effective to modify or alter the written terms of the agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the District.

22. Governing Law/Venue.

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

23. Compliance with Law.

The District shall be subject to all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination.

25. Final Approval.

This Agreement is of no force or effect until approved by signature by the SDCOE Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

26. Employment with Public Agency and Retirees.

District, if an employee of another public agency, agrees that District will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

27. Counterparts.

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

28. Entire Agreement.

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

DISTRICT

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson
Name (Type or Print)

Mark Burroughs
Name (Type or Print)

Deputy Superintendent, Chief Business Officer
Title

Superintendent/Principal
Title

Date

Date

EXHIBIT A
SPECIAL PROVISIONS

A. Scope of Services.
Fingerprinting SDCOE.