

District Independent Study Agreement

SDCOE Agreement No. _____

This District Independent Study Agreement, is entered into this 12th day of October 2021, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and SAN PASQUAL UNION SCHOOL DISTRICT (hereinafter referred to as "District"), and hereinafter collectively referred to as the "Party or Parties".

WHEREAS, SDCOE has established and maintained Juvenile Court and Community Schools (JCCS) within San Diego County for K-12 school students, out-of-school youth, and adults;

WHEREAS, Pursuant to Assembly Bill 130 and following, there is a need for districts to provide Independent Studies services and instructional programs to their students; and

WHEREAS, Assembly Bill 130 provides for the creation of agreements between educational agencies for the purpose of providing independent study; and

WHEREAS, The District wishes to contract with SDCOE for the operation of designated Independent Studies programs; and

WHEREAS, the District wishes to partner and participate with the SDCOE in establishing and maintaining independent studies activities and programs for students in accordance with law ; and

WHEREAS, Assembly Bill 130 allows for and anticipates the expenditure of funds from existing and established funding sources for this purpose.

NOW THEREFORE, the Parties agree as follows:

1. Scope of Services.

SDCOE shall provide **AB 130 Independent Study educational services** for K-12 students as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

2. Term of Agreement.

This Agreement shall be effective from the period commencing October 18th, 2021, and ending June 30, 2024, unless sooner terminated either party as provided in the section of this Agreement entitled "Termination."

3. Termination.

This Agreement may be terminated by either party with or without cause. Termination without cause shall be effective only upon 60-day written notice by the terminating party.

4. Compensation and Reimbursement.

The SDCOE will charge the District at a **rate of \$50 per day** per student, billed in monthly increments. Invoices shall be sent to the district on the 15 of the following month. Payment will be due to SDCOE by the end of the invoiced month.

5. Confidential Relationship.

The Parties may from time to time communicate certain information to enable each to effectively assist with the educational services to students. The receiving party 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 disclosing party. The receiving party 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 receiving party, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of receiving party 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.

The parties acknowledge and agree that each is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. Each party acknowledges that the other may submit information that it 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. 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.

The District and SDCOE will work together to support student educational needs including the sharing of student records, transcripts, appropriate special education information and other pertinent student information.

8. 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.

9. 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.

10. 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 wilful or grossly negligent 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

11. Notices.

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

SDCOE: Michael Simonson, Chief Business Officer and
SDCOE Legal Services
6401 Linda Vista Rd
San Diego, CA 92111

District: Mark Burroughs, Superintendent
San Pasqual Union School District
15305 Rockwood Road
Escondido, CA 92027
760-745-4931 x2300
Mark.burroughs@sanpasqualunion.net

12. 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.

13. Conflict in Term.

In the event of a conflict in or inconsistency between the terms of this agreement and Exhibit A, the Agreement shall prevail. Unless specifically stated otherwise, the order of precedence for the purpose of determining any conflict or inconsistency between the terms of this agreement and any other documents shall be as follows 1) Any amendment to this agreement, 2) this agreement, 3) Exhibit(s) to this agreement, 4) Other associated documents named in the agreement.

14. 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.

15. Compliance with Law.

The Parties shall be subject to, and shall comply with, 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. If the law changes or is otherwise revised affecting Independent Study, the Parties shall take all necessary and reasonable steps to make any amendments necessary to comply with law.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

16. Final Approval.

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

17. Pupil Safety

In the delivery of services to students, SDCOE shall comply with the provisions of Education Code section 45125.1 et seq.

18. 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.

19. 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**

SAN PASQUAL UNION SCHOOL DISTRICT

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson
Name (Type or Print)

Name (Type or Print)

Deputy Superintendent, Chief Business Officer
Title

Title

Date

Date

EXHIBIT A SPECIAL PROVISIONS

A. Scope of Services.

The SDCOE authorizes independent study as an optional alternative instructional strategy for eligible students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan and enabling students to reach curriculum objectives and fulfill graduation requirements through a differentiated experience. Curriculum provided during independent study shall be substantially equivalent to in-person instruction. Through AB130 the SDCOE will offer independent study to districts within San Diego County who need support for families choosing the independent study option due to safety or other concerns.

The SDCOE shall:

1. Provide K-8 or K-12 standards-based instruction for all AB130 students referred to SDCOE-JCCS for Independent Study instruction.
 - a. For students in transitional kindergarten, kindergarten, and grades 1 to 3, inclusive, the written agreement shall designate opportunities for daily synchronous instruction throughout the school year.
 - b. For students in grades 4 to 8, inclusive, the written agreement shall designate a plan to provide opportunities for both daily live interaction and at least weekly synchronous instruction throughout the school year.
 - c. For students in grades 9 to 12, inclusive, the written agreement shall designate a plan to provide opportunities for at least weekly synchronous instruction throughout the school year.
2. Administer, supervise, and conduct the courses and/or services as detailed below
3. Provide properly credentialed and qualified employees with payment for services to be based on SDCOE established salary and benefit schedule.
4. Provide the necessary facilities, equipment, instructional supplies, and services-including purchasing, utilities, custodial, and maintenance for each course and/or service at no additional cost to the District
5. Provide instruction in job-seeking and job-keeping skills to every JCCS student.
6. Provide general safety instruction and instruction in the safe operation of equipment and safe handling of supplies and hazardous materials to every JCCS student.
7. Provide assurance that all students and SDCOE personnel using equipment purchased with SDCOE funds will be subject to the terms of, and expected to comply with, the SDCOE approved Acceptable Use Policy/Agreement related to the use of technology.
8. Submit reports and data as requested by the District and the State Department of Education.
9. Comply with the provisions of Title VI of the Civil Rights Act of 1964 which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity hereunder.
10. Comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act which provides that no otherwise qualified disabled individual in the United States shall, solely by reason of the disability, be excluded from participation in,

be denied the benefit of, denied access to, or be subjected to discrimination for any programs, activity receiving federal financial assistance.

11. Provide assurance that facilities provided hereunder are accessible by disabled persons or provide access to a similar alternative program.
12. Provide instruction and curriculum to students through the use of their District administered devices and connectivity. The SDCOE will not provide the use of county internet or computers offsite.
13. SDCOE shall obtain a signed copy of the SDCOE-JCCS Independent Study Agreement. (Attached on the following page).



SDCOE Referral for Independent Study

Name: M F

Referral Date: **DOB:**

Parent or Legal Guardian:

School:

Address:

School District:

Grade:

Home Phone:

Review Date:

Work Phone:

Brief description:

Referral to Alternative Education

Independent Study

- INCLUDE WITH REFERRAL
- Transcripts/Grades
 - Courses in progress
 - Active/Inactive IEP
 - Immunization records

Three missed assignments will initiate an evaluation of whether the student remains in Independent Study or returns to home district for classroom placement.

Name and phone number of school district official who will approve and arrange eventual return to school district:

School District Official Phone Number Projected Date of Return to School District

The above-named student is herewith referred to the San Diego County Office of Education Independent Study program per parent request in accordance with the provisions of AB 104.

_____ _____ _____

Parent/Guardian Signature Student Signature School District Official Signature

SDCOE School Office Use Only

School program placed at: _____ Date: _____

School program started at: _____ Date: _____



2021-22 Independent Study Agreement

Student Name:	Student ID #:	Grade Level
Address:	Age:	Birth Date:
City:	Zip Code:	Phone #:
School Enrollment:	Email:	Second Phone#
District-Issued Device:		
Chromebook	Hotspot	Internet
Agreement Start Date:	Agreement End Date:	

Pre-enrollment Intake Conference: Date: _____ Time: _____ Location: _____

OBJECTIVES, METHODS OF STUDY, METHODS OF EVALUATION, AND RESOURCES:

The student is to complete the subjects/courses listed below. Subject/course objectives reflect the curriculum adopted by the San Diego County Office of Education (SDCOE) and are consistent with district standards as outlined in the SDCOE course descriptions. The Assignment, Work Log Forms, and Course Catalog will include additional descriptions of the major objectives and activities of the course of study covered by the agreement, the methods for evaluating student work, and the resources for each assignment covered by this agreement, which are part of this agreement. Any subsidiary agreement(s) are also part of this agreement.

Subject/Course	Value	Subject/Course	Value	Subject/Course	Value

Additional Classes: If the student satisfactorily completes any of the above subject/courses before the ending date of the agreement, one or more subject/courses may be added or deleted from this form if the agreement is resigned and re-dated by the supervising teacher and the student.

REPORTING: Students are required to meet regularly with their teacher(s) to evaluate and report on their work as assigned:

Time: _____ Day(s): _____ Frequency: _____

Manner of Reporting: Tutorial Observation Other: _____

Place: Home School Other: _____

ASSIGNMENTS:

The maximum length of time allowed between the time assignments are made and the date by which the student must complete the assigned work shall be no more than six months unless a prior exception is made in accordance with Administrative Regulation 6158. Three missed assignments will initiate an evaluation of whether the student remains in Independent Study or is placed in a classroom program.



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ACADEMIC AND PROGRESS: We understand that teachers are required to report and communicate the student’s academic progress. If the student falls below the level of satisfactory educational progress noted below, an evaluation will be conducted to determine whether the student should remain in Independent Study or return to the regular school program.

Manner of Reporting: _____ Time: _____ Frequency: _____ Place: _____

Manner of Communicating: _____ Time: _____ Frequency: _____ Place: _____

Satisfactory educational progress shall be determined by the student’s supervising instructor based on criteria which includes but is not limited to performance and engagement under Education Code section 52060, work completion, learned concepts, and progress toward completed of a course of study or individual course.

ACADEMIC AND OTHER SUPPORTS: We understand that support will be provided to meet the academic or other needs of this student as noted below.

Need/ Concern	Support/Resources Provided	Responsible Person(s)

VOLUNTARY STATEMENT:

Independent Study is an optional educational alternative in which no pupil may be required to participate. For pupils referred pursuant to Ed. Code section 48915 or 48917, instruction may be provided to the pupil through Independent Study only if the pupil is offered the alternative classroom instruction. Independent Study is continuously voluntary. A classroom option has been offered and is available.

EQUITABLE PROVISIONS OF RESOURCES AND SERVICES:

The Independent Study option is to be substantially equivalent in quality and quantity to classroom instruction, and students who choose to engage in independent study are to have equality of rights and privileges with students in the regular school program. These rights include ensuring access to connectivity and devices necessary for success in the educational program.

SIGNATURES AND DATES:

I have read and understand the terms of this agreement including the Assignment and Work Record and agree to all provisions set forth.

Student: _____ Date: _____

Parent/Guardian/Caregiver: _____ Date: _____

Supervising Teacher: _____ Date: _____

Other: _____ Date: _____

Other: _____ Date: _____