

CONEJO VALLEY UNIFIED SCHOOL DISTRICT
INDEPENDENT STUDY PHYSICAL EDUCATION CONTRACT

2023 - 2024 ACADEMIC YEAR

To be completed by Parent/Student

Please Print Clearly

Student Name: _____		Parent's Name: _____	
Address _____		City _____	
Zip Code _____	Parent's Cell Phone: _____		
School: _____	Grade: _____		(as of Fall, 2023)

ELIGIBILITY

CVUSD Board Policy 6158 "Independent Study" (Updated October 4, 2023)

“Applicants must be in grades 6-12, have an overall grade point average of 2.0, and have received physical education credit with a grade of C or better for the two quarters preceding the period for which the original request is made. Students must maintain an overall 2.0 grade point average to continue in the Independent Study Physical Education Program. “

“Independent Study Physical Education must develop proficiency, knowledge, and skills that cannot be achieved within an in-school program. For approval of Independent Study Physical Education, a student must be performing at an advanced level of competency and/or performance and be individually ranked at the National, Olympic, or Elite level. (Students on travel teams, club teams, etc. do not qualify for Independent Study Physical Education)”

 TIMELINE FOR SUBMITTAL OF ISPE APPLICATION:

For First Semester (Grades 7-8):

This deadline is for students applying for Semesters 1 and 2:

-  Applications must be received in the Counseling Office by **June 16, 2023****
Acceptance/Denial letters will be emailed the week of **June 26, 2023**

For Second Semester (Grades 6-8):

-  Applications must be received in the Counseling office by **December 15, 2023****
Acceptance/Denial letters will be emailed the week of **December 18, 2023**

HOW TO APPLY FOR INDEPENDENT STUDY PHYSICAL EDUCATION

Student Name: _____

Instructor initials each line as completed -

THE AGENCY REPRESENTATIVE AND/OR INSTRUCTOR ARE TO:



(Instructor  *initial* below)

- ___ Complete and sign the Agreement to Provide Independent Study Physical Education
- ___ Attach *written evidence* of the background, training, and experience of the Agency and the Instructor, including a resume
- ___ The ISPE Instructor understands he/she will assist in the development of an educational plan for each student, monitor each plan on a regular basis, maintain appropriate attendance records to verify minimum attendance requirements, maintain records and prepare reports as required by the District and State.

Student initials each line when completed - THE STUDENT AND PARENT ARE TO:



(Student  *initial* below)

- ___ Complete and sign the Independent Study Physical Education Contract
- ___ Complete and sign the Hold Harmless Agreement for Parent
- ___ Attach copies of report cards for one year prior to request for ISPE *Note: report card must reflect a 2.0 grade point average or above and a grade of "C" or better in P.E.
- ___ Attach evidence of current standings, rankings, accomplishments, recent performances that proves student is competing at a highly advanced level.
- ___ The student understands that he/she must meet with the ISPE Instructor on a regular basis to discuss the program and evaluate the student's progress
- ___ The student and parent understand that the student must reapply every year for ISPE. If a student must change instructors or agencies during the school year, a new application packet must be submitted and approved prior to the effective date of the change. Attendance in the ISPE program will be suspended until the new application is approved.
- ___ Copy the completed application for your records BEFORE handing in the application.
- ___ Submit the completed application packet to the Counseling Office observing the Timeline as it appears on the Independent Study Physical Education Contract.

The application will then be reviewed by the Principal for acceptance or denial.

- If approved, an email confirming acceptance of the application will be sent to the parent.
- If approved, an email confirming acceptance of the application will be sent to the Instructor. The Instructor will also receive a Monthly Attendance Report form and a Progress Report form. These forms will be completed and mailed by the Instructor to the Counseling Office of the student's school as outlined in the acceptance letter.
- If denied, an email confirming the denial of the application will be sent to the parent and Instructor.

CONTRACT FOR INDEPENDENT STUDY P.E.

Student Name _____ Subject Area _____
(Please Print)

Name of Instructor _____
(Please Print)

1. Duration of Contract: (Check ALL that apply)

Middle School Students Check:

_____ Semester 1
_____ Semester 2

2. ISPE is graded on a Pass/Fail grading system.

3. Complete how many hours a student will be under the supervision of the coach/instructor:

Hours per day _____ Days per week _____

*Total hours per week: _____

(*Must equal or exceed ten (10) hours per week supervised, direct training)

Failure to complete the required 10 hours per week will result in a grade of "Fail" at the marking period, no exceptions.

4. Learning/Instructional Objectives and Competencies to be met:

5. Method of Evaluation of the Objectives:

CONTRACT FOR INDEPENDENT STUDY P.E.

Student Name: _____

(Please Print)

6. **Schedule, Time(s) and Location(s) of program and description of activities: (Note: Schedule should reflect at least 10 hours per week of supervised, direct training)**

7. **Student Responsibilities: (Student must initial.)**

_____ Take the District & State Mandated PE. The Counseling Office will notify you of the dates/times.

_____ Must meet at least 10 hours per week of supervised, direct training

CONEJO VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT TO PROVIDE INDEPENDENT STUDY PHYSICAL EDUCATION

The following is to be completed by Instructor/Coach:

Student Name: _____ School: _____ Grade: _____
(As of Fall, 2023)

To be completed by student's coach: Level of competition-coach must insert specific LEVEL: _____ Coach's Signature: _____

Only students who are competing at the Olympic, elite or advanced level will be admitted to the Independent Study Program.

AGENCY (Please Print)

INSTRUCTOR (Please Print)

Name: _____

Name: _____

Representative: _____

Day Phone :(_____)_____

Title: _____

Email Address: _____

Address: _____

City: _____ Zip Code: _____

Day Phone :(_____)_____

Is the Instructor an independent contractor at the facility? Check: Yes _____ No _____

Attach to this page written evidence of the background, training, and experience of the Agency and the Instructor; include a resume & attach to this form

We will cooperate fully with the Conejo Valley Unified School District in the conduct of this program and agree to the following:

- We acknowledge that the student competes or performs at a highly advanced level of competency and/or performance
- The time the student spends in supervised direct training by the Instructor will be a minimum of ten (10) hours per week
- We agree to submit to the school's Counseling Office the *Monthly Attendance Report* at the end of every month and the *Progress Report* at the end of every grading period as noted on the *Progress Report* form
- We assume responsibility for maintaining the quality of instruction, dates and times of meetings, immediate supervision of the student, and evaluation of the student's performance and progress
- The student will develop proficiency, knowledge, and skills that cannot be achieved within an in-school program

Date: _____
Signature of professional certified instructor who will be working directly with student

Date: _____
Signature of official representative of agency, organization, firm or site where learning activity takes place

CONTRACT FOR INDEPENDENT STUDY P.E.

Student Name: _____

(Please Print)

Signatures:

1. **Student's Signature** _____ **Date:** _____

2. **Parent's Signature** _____ **Date:** _____

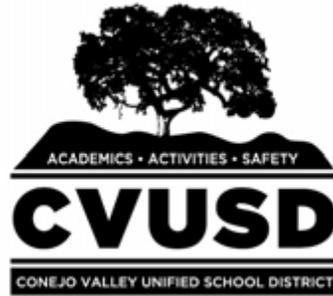
3. **Instructor's Signature** _____ **Date:** _____

4. **Signature of Official Representative of organization, firm or site where learning activity will take place** _____ **Date:** _____

5. **P.E. Department Head Signature** _____ **Date:** _____

6. **Principal's Signature** _____ **Date:** _____

_____ **Acceptance** _____ **Denied/Comments:** _____



INDEPENDENT STUDY PHYSICAL EDUCATION REQUIRED INSURANCE COVERAGE

- This packet should be given to the facility manager where the student will be practicing their sport.
- The four pages of insurance requirements in this packet must be completed and submitted with the student's ISPE application.

**CONEJO VALLEY UNIFIED SCHOOL DISTRICT
INDEPENDENT STUDY P.E.
Insurance Requirements**

Certificate of Insurance and Additional Insured Endorsement

Return the Certificate of Insurance and Additional Insured Endorsement to your School Counselor or Advisor

FACILITY: _____

DATE: _____

SCHOOL SITE: _____

Conejo Valley Unified School District requires Certificate of Insurance and Additional Insured Endorsement prior to our school utilizing your company. Please follow the requirements as indicated below:

1. Name and address of Agent must be shown.
2. Carrier must be rated as follows:
 - a. If licensed in the State of California, rated as "A" or better in the Best's Rating Guide.
 - b. If not licensed to do business in the State of California, rated as "A:VII or A:VIII" in the Best's Rating Guide.
3. Box must be checked for Commercial General Liability
4. Box for "Occurrence" must be checked
5. Policy number must be shown.
6. Policy effective and expiration dates must be current.
7. **Commercial General Liability Aggregate limit must be at least \$2,000,000**
8. **Commercial General Liability - Each Occurrence limit must be at least \$1,000,000**
9. **Fire Damage or Damage to Rented Premises must be at least \$100,000**
10. **Auto Liability is not required** as Student and/or Parent-Guardian is responsible for any transportation associated with ISPE
11. **Workers' Compensation – Statutory Limit and Employers' Liability, at least \$1,000,000, if applicable.** (Employer with Employees).
12. **Abuse & Molestation limit must be at least \$1,000,000 per occurrence.**
13. **Professional Liability or Error & Omissions** limit must be at least \$1,000,000 **if applicable**. (If providing professional service)
14. Description of operations must include the following wording: "Certificate holder, its agents, employees and or directors are hereby named as additional insured per endorsement attached."
15. Certificate holder must read as follows:

Conejo Valley Unified School District
1400 E. Janss Road
Thousand Oaks, CA 91362
16. Certificate must be signed.
17. Additional Insured Endorsement **MUST BE ATTACHED**
18. Name of Person or Organization on endorsement must show: **CONEJO VALLEY UNIFIED SCHOOL DISTRICT** or you must provide a "Blanket" Additional Insured Endorsement.

Bold print above represents required limit coverage



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER XYZ Insurance Agency 456 State St. Springfield USA 01111	#1	CONTACT NAME	
		PHONE (A/C, No, Ext):	FAX (A/C)
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Vendor or Organization 22 Main Street Ventura, CA 93000		INSURER A: ABC Indemnity	#2 1234
		INSURER B: 123 Insurance Company	2345
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
#3 A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR #4		FBD1213 #5	01/01/2012	01/01/2013	EACH OCCURRENCE #8 \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- 3E0T <input type="checkbox"/> LOC <input type="checkbox"/>					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS		FBD1213 SEE ATTACHED ADDITIONAL INSURED ENDORSEMENT	01/01/2012	01/01/2013	COMBINED SINGLE LIMIT (Ex accident) #10 \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A #12 Abuse & Molestation #13 Professional Liability or E&O		COV1213	01/01/2012	01/01/2013	Y WC STATUS: TORY LIMITS OTH-ER E.L. EACH ACCIDENT #11 \$ 1,000,000 E.L. DISEASE - EA EMPLOYER \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder, its agents, employees and or directors are hereby named as additional insured per endorsement attached.

#14

CERTIFICATE HOLDER Conejo Valley Unified School District #15 1400 East Janss Rd. Thousand Oaks, CA 91362	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE #16
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#17

An Insurance Company

This endorsement changes the Commercial Liability Coverage Provided by this policy.

-PLEASE READ THIS CAREFULLY-

ADDITIONAL INSUREDS DESIGNATED PERSON OR ORGANIZATION

(The information below shown below may be on a separate schedule or supplement Declarations).

Policy Number: ABC123456-01

#18

NAME – Person or Organization may show:

- a) Conejo Valley Unified School District OR
- b) Any Person or Organization by whom you are required to name additional insured by written contract OR
- c) "Blanket" Additional Insured Endorsement

SAMPLE

**CONEJO VALLEY UNIFIED SCHOOL DISTRICT
INDEPENDENT STUDY PHYSICAL EDUCATION
INDEMNIFICATION AND INSURANCE AGREEMENT**

Independent Study Physical Education Provider

Telephone Number

Street Address

Start Date

City, State, Zip code

End Date

INDEMNIFICATION. Provider agrees to defend, indemnify, and hold harmless Conejo Valley Unified School District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal Property of the District, or loss or theft of such Property, done or caused by such persons. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

INSURANCE. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. In the case of any activities which are hired or subcontracted, Provider shall require all vendors and subcontractors to provide Workers' Compensation Insurance for all of the vendor's and/or subcontractor's employees to be engaged in such activities unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Employers' Liability coverage in the amount of \$500,000.

Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, broad form property damage of \$100,000, and personal and advertising injury coverage.

Any and all vendors and subcontractors hired by Provider in connection with the activities described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

Other Coverage as Dictated by the District.

Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Provider shall procure and maintain, during the term of this Agreement, Errors and Omissions coverage in the amount of \$1,000,000.

Certificates of Insurance. Provider and any and all vendors and subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.

Provider's and any and all Provider subcontractor's Commercial General Liability insurance and Abuse and Molestation coverage shall name the District, its employees, and school board members as additional insureds.

Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the Provider for all claims made.

Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

I have read this agreement and agree to its terms

Provider Representative Signature

Provider Representative Name (Please Print)

Date