



Independent Study Physical Education Student Written Agreement

Student name	Student Number	Grade Level
Street Address	Age	Birth date
City, State, Zip Code	School of Enrollment	
Independent Study Physical Education Activity	Beginning Date	May 30, 202__
Name of Facility Providing Program	Telephone of Facility	E-mail of Facility
Address of Facility Providing Program	Name of Instructor	

This Independent Study Physical Education Student Written Agreement (the "Agreement") is made and entered into this _____ by and between Oak Park Unified School District (hereinafter referred to as "Local Educational Agency" or "LEA") and the student named above, (hereinafter referred to as "Student.")

1. Local Educational Agency Policy

- a. Board Policy 6158 authorizes independent study opportunities
 - 1) program or class within a comprehensive school
 - 2) an alternative school or program of choice
 - 3) a charter school
 - 4) a home-based format
 - 5) online course
 - 6) Other opportunities
- b. A student's participation in independent study shall be voluntary
- c. The Superintendent or designee shall ensure that a written master agreement and, as appropriate, a learning agreement for students participating in course-based independent study exist for each participating student as prescribed by law.
- d. The master agreement shall specify the length of time in which each independent study assignment must be completed.
- e. Supervising teachers should establish an appropriate schedule for student-teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school.
- f. Equivalency

- 1) The independent study option is to be substantially equivalent in quality and quantity to instruction in the regular school physical education program.
 - 2) Students who choose to engage in independent study are to have equality of rights and privileges with the same access to existing services and resources as students in the regular school program
2. Term: The duration of this Agreement shall not exceed a school year or span multiple school years.

3. Learning Objectives

a. Physical Education Development:

- 1) This Independent Study Physical Education Program provides for instruction in the following areas (check all that apply):

- Effects of physical activity upon dynamic health,
- Mechanics of body movement,
- Aquatics,
- Gymnastics and tumbling,
- Individual and dual sports,
- Team sports,
- Rhythms and dance.

b. Purpose for electing Independent Study Physical Education

- Train at a pre-professional or professional level.
- Participate in a program not offered by the school.
- Develop specific skills related to the above-listed Independent Study Physical Education Activity.

c. Learning Activities

- Training for advanced competition
- Direct instruction/training
- Other: _____

d. Description of Physical Activities

4. Resources

- a. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the LEA.

- 1) If the course is taught by another school district, charter school, or county office of education, or other organization, the LEA will have a memorandum of understanding to provide the instruction
- b. A student will not be prohibited from participating in independent study solely on the basis that he/she does not have the materials, equipment, or Internet access necessary to participate in the course.
- c. Parents or legal guardians may assist with the Learning Objectives, but are not authorized by this Agreement to be the primary instructor or coach.
- d. Parents or legal guardians are required to provide all transportation in conjunction with the Independent Study Physical Education Program.
- e. All Independent Study Physical Education instructors, coaches, and/or facilities are required to sign an agreement with Oak Park Unified School District.
 - 1) Parents or legal guardians are responsible for collecting the instructor, coach, and/or facility agreement and required insurance documentation.

5. Academic and Other Supports

- a. LEA Staff [edit to maintain consistency with LEA organization]
 - 1) Supervising Teacher
 - a) Meets with student at least twice per calendar month.
 - b) receives and reviews the required assignments and minute accounting submissions
 - c) First point of contact in clarifying and resolving any questions and issues with the parent(s)/guardian concerning the ISPE program
 - d) Assigns grade
 - 2) School Counselor
 - a) assist parent(s)/guardians and student ISPE candidates as they normally would with all academic course selections/programs.
 - 3) School Administration
 - a) Each school site will have an administrator identified as the ISPE Administrator who oversees the site's ISPE program and ISPE Supervising Teacher.
 - b) The ISPE administrator will work through all questions and issues with the parent(s)/guardians that school counselors are unable to answer and resolve.
 - 4) LEA Administration/Assistant Superintendent
 - a) chairs the appeal committee to review ISPE applications that are denied at the site level and are brought to the district
- b. Frequency of Meeting with Supervising Teacher:
 - 1) At least twice per calendar month.
 - 2) Day(s):
 - 3) Time:

6. Optional Educational Alternative

- a. Independent study is an optional educational alternative that students voluntarily select.
- b. All students who choose independent study have the alternative of instruction in the regular school physical education program, and all students have the continuing option of returning to the regular school program.

7. Assignments and Academic Progress

a. Activity Schedule

- 1) Activity sessions per week: _____
- 2) Day(s): _____
- 3) Minutes per session: _____

b. Written or computer-based evidence of satisfactory educational progress shall be submitted by the student.

- 1) Including minute accounting submissions

c. Frequency of submitting assignments to Supervising Teacher: _____

- 1) Day(s): _____
- 2) Time: _____

d. Failure to submit assignments and activity logs will result in a Fail for the given grading period

e. If satisfactory educational progress in one or more courses is not being made, certificated employees providing instruction shall notify the Student and, if the Student is less than 18 years of age, the Student's parent or legal guardian, and conduct an evaluation to determine whether it is in the best interest of the Student to remain in the Independent Study Physical Education Program or whether the Student should be referred to an alternative program, which may include, but is not limited to, a regular school program.

f. The student must have received physical education credit with a grade of "C" or better for the one semester preceding the period for which the original request is made and must maintain an overall 2.0 grade point average to continue in the Independent Study Physical Education Program.

- 1) After the first semester, renewal for any subsequent semesters will be based on satisfactory progress in the categories listed in the "Physical Education Development" paragraph of Section 3, Learning Objectives.

g. Physical Fitness Testing:

- 1) Students in grades seven (7) and nine (9) must take the statewide physical fitness test as required by California *Education Code* section 60800.

8. Methods and Evaluation

a. Students will be evaluated by one or more of the following methods

- Results of competition
- Demonstration of advanced skills
- Records/collected data

Other: _____

b. Students will be graded by one of the following methods

1) Letter grade

2) Pass/fail

c. Not passing the previous semester's or year's class is grounds for automatic disqualification.

9. Course Credit

a. Course credit, equivalent to credit received in a regular school physical education program, is earned when a grade of passing grade is obtained at the end of the semester.

10. Policies Regarding Assignments

a. The time spent in instruction must total not less than 10 hours per week.

1) Banking of minutes in one 10 school day period to cover for a deficit in another 10 school day period is not permitted.

b. Independent Study Physical Education must continue for a complete semester or school year.

c. The student agrees to attend all scheduled sessions with his/her facility or trainer and to maintain a level of training consistent with an advanced level.

d. The student also agrees to attend all scheduled meetings with his/her supervising teacher.

e. Furthermore, the student is responsible for ensuring that all attendance records and progress reports are submitted to the supervising teacher in a timely manner

11. Miscellaneous

a. Medical Release

In the event of illness or injury, I hereby consent to whatever transportation, x-ray, examination, anesthetic, medical, dental, or surgical diagnosis or treatment and hospital care from a licensed physician as deemed necessary for the safety and welfare of the Student. It is understood that the resulting expenses will be the responsibility of the Student's parent(s)/guardian(s).

b. Waiver/Liability Release

I agree to, and do hereby release and hold the LEA and its governing board, officers, agents, employees and/or volunteers harmless for any and all claims; demands; causes of action; liability; damages; expenses; or loss of any sort, including bodily injury or death; because of or arising out of acts or omissions with respect to the Independent Study Physical Education Program, including COVID-19 safety plans or procedures of the LEA and participation in events or activities related to the Independent Study Physical Education Program.

c. COVID-19 Notification

1) With the potential closure of sports/practice fields/parks and various businesses due to state, county and/or city regulations as a result of COVID-19, many Independent Study Physical Education vendors (e.g., private gyms) may stop operating and may not be able to provide the required supervision and oversight for Oak Park Unified School District to allow Independent Study Physical Education in those

cases. Please understand that in those cases, Oak Park Unified School District must abide by the Independent Study policies and COVID-19 programs and procedures and remove the student temporarily from Independent Study Physical Education and place the student in an Oak Park Unified School District physical education class, as allowed, until the approved Independent Study Physical Education vendor is able to operate.

- 2) [Optional] All adults working with students in the Independent Study Physical Education Program must, upon request, provide Oak Park Unified School District proof of one of the following:
 - a) Verification of COVID-19 vaccine status, OR
 - b) Asymptomatic unvaccinated or incompletely vaccinated adults working with students are required to undergo diagnostic screening testing at least once weekly.

12. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

ACKNOWLEDGEMENT, AGREEMENT AND APPROVAL

We have read and understand the terms of this agreement and agree to all the provisions.

Signature (Student)

Date

Name (Parent or legal guardian or Caregiver)

Signature (Parent or legal guardian or Caregiver)

Date

Parent Primary Telephone

Parent Alternate Telephone

Site Approval

- Approved
- Not Approved

Supervising Teacher

Signature

Date

School Site Administrator or Designee

Signature

Date

District Approval

Adam Rauch
Assistant Superintendent Business Operations

Signature

Date

Oak Park Unified School District
 Independent Study Physical Education
 Program Facility
 Written Agreement

This Agreement (the "Agreement") is made and entered into on _____, 20____
 by and between the Oak Park Unified School District (hereinafter referred to as "District") and
 _____, (hereinafter referred to as "Program Facility.")

 Name of Facility Providing Program

 Instructor Name

 Street Address

 Telephone Number

 City, State, Zip code

 E-mail Address

Services

To provide an Independent Study Physical Education program and activities for: _____
 Description of Services Student Name

Independent Study Physical Education Activity	Beginning Date	Ending Date
<p>Responsibilities. The Independent Study Physical Education Program Facility and Instructor agree to cooperate fully with the District in the conduct of the Independent Study Physical Education Program in regards to the quality of instruction, dates and times of instructional sessions, immediate supervision of the student, attendance records, and evaluation of the student's performance and progress. The time spent in instruction for the student must total not less than 400 minutes each 10 school days. Independent Study Physical Education must continue for a complete semester or school year. Failure to satisfy these requirements will result in forfeiture of the right to conduct an Independent Study Physical Education Program with the Oak Park Unified School District.</p> <p>Standard of Care. Program Facility represents that Program Facility and the Independent Study Physical Education Instructor have the qualifications and ability to perform the Services in a professional manner</p> <p>Authority. Program Facility represents and warrants that Program Facility has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.</p> <p>Payment. Payment for physical education instruction and training and the use of the facility are the responsibility of the parents of and/or the student named under "Services."</p> <p>Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Program Facility and Instructor understand and agree that the Program Facility, and officers, agents, employees, of Program Facility are not entitled to any benefits normally offered or conveyed to District employees, including coverage under the California Workers' Compensation Insurance laws.</p> <p>Assignment. Program Facility shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Program Facility hiring employees as Program Facility may deem appropriate to assist in the performance of services herein,</p> <p>Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.</p> <p>Non-Discrimination and Equal Employment Opportunity. Program Facility represents and agrees that it does not and shall not discriminate against any employee, applicant for employment, or customer because of race, color, national origin, genetics, sex/gender, gender expression, religion, age, or disability.</p>		

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such actions or proceeding.

Indemnification. Program Facility agrees to defend, indemnify, and hold harmless District, its governing board, 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 Program Facility or those of any of its officers, agents, employees, of Program Facility, whether such act or omission is authorized by this Agreement or not. Program Facility further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence or wrongful acts of the District or any of its governing board, officers, agents, employees, and/or volunteers.

Insurance. Program Facility, 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:

1. **Workers' Compensation Insurance.** Program Facility 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. Program Facility shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Program Facility will submit a statement indicating the reason Workers' Compensation Insurance is not required.
2. **Commercial General Liability Insurance.** Program Facility shall procure and maintain, during the term of this Agreement, not less than the following 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, and personal and advertising injury coverage.
3. **Abuse and Molestation Coverage.** Program Facility shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

Certificates of Insurance. Program Facility 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.

Endorsement naming District as Additional Insured. Program Facility's Commercial General Liability insurance and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be ISO Form CG 20 26 10 01 or an equivalent endorsement reasonably acceptable to the District.

Broader Coverage, Higher Limits. If the Program Facility maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Program Facility.

Claims Made Insurance. Insurance written on a "claims made" basis is to be renewed by the Program Facility 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 Program Facility for all claims made.

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

ACKNOWLEDGEMENT AND AGREEMENT

I have read this agreement and agree to its terms.

Program Facility Representative

Signature

Date

SITE AGREEMENT

Site Administrator or Designee

Signature

Date

DISTRICT APPROVAL

District Administrator

Signature

Date

**Oak Park Unified School District
Voluntary Independent Study Physical Education
Informed Consent and Liability Release
Acknowledgment and Assumption of Risk**

Student name

Student Number

Grade Level

Parent or legal guardian (Please print)

Student address

School of Enrollment

Independent Study Physical Education Activity

Supervising Teacher

I authorize my son/daughter, named above, to participate in the indicated Independent Study Physical Education activity. I understand and acknowledge that physical education activities, by their very nature, pose the potential risk of serious injury and/or illness to the individuals who participate in such physical education activities.

This Independent Study Physical Education activity, by its very nature, poses some inherent risk of a participant being seriously injured. These injuries could include, but are not limited to, the following:

- | | |
|--|---------------------|
| 1. Sprains and strains | 6. Disfigurement |
| 2. Fractured bones | 7. Head injuries |
| 3. Lacerations, abrasions, and avulsions | 8. Loss of eyesight |
| 4. Unconsciousness | 9. Death |
| 5. Paralysis | |

I understand and acknowledge that participation in Independent Study Physical Education activities is completely elective and voluntary and as such is not required by the District. I also understand that if I do not consent to my son's/daughter's participation in the Independent Study Physical Education activity, he/she will be offered an alternative course of study, in which he/she may work for graduation credit.

I understand that all participants are to abide by and accept all rules and requirements governing conduct and safety in the Independent Study Physical Education activity. To the extent permitted by the California *Education Code*, any participant determined to be in violation of behavior standards may be removed from this Independent Study Physical Education activity.

I understand and acknowledge that to participate in these activities, I and my son/daughter agree to assume liability and responsibility for any and all potential risks that may be associated with participation in Independent Study Physical Education activities.

I agree to, and do hereby release and hold the Oak Park Unified School District and its governing board, officers, agents, employees and/or volunteers harmless for any and all claims; demands; causes of action; liability; damages; expenses; or loss of any sort, including bodily injury or death; because of or arising out of acts or omissions with respect to the Independent Study Physical Education activity.

I acknowledge that I have carefully read this "Voluntary Independent Study Physical Education, Informed Consent and Liability release, Acknowledgment and Assumption of Risk" form and that I understand and agree to its terms.

Signature (Student)

Date

Signature (Parent or legal guardian)

Date

Home telephone

Mobile telephone

Work telephone

**Oak Park Unified School District
Independent Study Physical Education
Insurance Waiver and Assumption of Risk**

Student name	Student Number	Grade Level
Street Address	Age	Birth date
City, State, Zip Code	School of Enrollment	
Independent Study Physical Education Activity	Beginning Date	Ending Date
Name of Facility Providing Program	Address of Facility Providing Program	

I voluntarily request that Oak Park Unified School District waive the requirement for the Facility providing the Independent Study Physical Education Program for my son/daughter, named above, to procure and maintain Abuse/Molestation insurance coverage.

As a condition to this request to waive Abuse/Molestation insurance coverage, I agree to the following:

- _____ (Initial here) I will be at the Facility providing the Independent Study Physical Education at all times that my son/daughter is at the facility;
- _____ (Initial here) I will not leave my son/daughter alone with anyone at the facility. I will maintain visual observation of my son/daughter at all times that my son/daughter is at the facility, except when my son/daughter is in restroom facilities;
- _____ (Initial here) If I cannot maintain visual observation of my son/daughter at all times, except when my son/daughter is in restroom facilities, then my son/daughter will not qualify for Independent Study Physical Education at the named facility.
- _____ (Initial here) In the event I am unable to attend and supervise my son/daughter at the facility, I agree to either not have my child participate on that day or to secure the assistance of an adult known to me and to my child to step in and meet my obligation. (Please note: ISPE facility site staff are not eligible to be the other adult designee.)
- _____ (Initial here) I acknowledge that the school is relying on my representations to provide the necessary direct supervision of my child. Should I and/or a substitute adult fail to appear and my child be at the facility on that date, I waive and relinquish on behalf of my child any claim loss or damage arising out of the activity.

Independent Study Physical Education, having no school staff present, poses some inherent risk of a participant being seriously harmed and/or maltreated. This harm and/or maltreatment could include, but is not limited to, the following: 1) Mental abuse, 2) Physical abuse, 3) Sexual abuse, 4) Sexual assault, and 5) Sexual molestation.

I agree to, and do hereby release and hold the Oak Park Unified School District and its governing board, officers, agents, employees and/or volunteers harmless for any and all claims; demands; causes of action; liability; damages; expenses; or loss of any sort, including forms of abuse or assault listed above, bodily injury or death; because of or arising out of acts or omissions with respect to the Independent Study Physical Education program.

I acknowledge that I have carefully read this "Independent Study Physical Education, Insurance Waiver and Assumption of Risk" form and that I understand and agree to its terms.

Signature (Parent or legal guardian) _____ Date

Home telephone _____ Mobile telephone _____ Work telephone

LEA Approval Approved Not Approved

LEA Administrator or Designee _____ Signature _____ Date

OAK PARK UNIFIED SCHOOL DISTRICT - INDEPENDENT STUDY PHYSICAL EDUCATION

Time sheets must be signed and submitted to the Registrar on the 1st of each month in order to receive credit.

STUDENT NAME: _____ MONTH: _____

Date:	Hours:
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Student Signature

Date

Agency Signature

Date