

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 Fac		
Address of Facility Providing Program	Name of Instructor		

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.

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3.	Learning	()h:	iect	IVAC
J.	real little	VU	CUL	1103

		_	
a.	Ph	ysic	al Education Development:
	1)		is Independent Study Physical Education Program provides for instruction in the following areas teck 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.	Pu	rpos	se for electing Independent Study Physical Education
		Tra	ain at a pre-professional or professional level.
		Pa	rticipate in a program not offered by the school.
		De	velop specific skills related to the above-listed Independent Study Physical Education Activity.
c.	Le	arni	ng Activities
		Tra	aining for advanced competition
		Di	rect instruction/training
		Ot	her:
d.	De	scri	ption 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]
 - 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

7.

- 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.

	program.
As	ignments 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 studen
	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 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 semested preceding the period for which the original request is made and must maintain an overall 2.0 grade poing average to continue in the Independent Study Physical Education Program.
	 After the first semester, renewal for any subsequent semesters will be based on satisfactory progres in the categories listed in the "Physical Education Development" paragraph of Section 3, Learnin 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.
Me	hods 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

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8.

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

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	
I authorize my son/daughter, named abov		dicated Inc	
activity. I understand and acknowledge the risk of serious injury and/or illness to the			
This Independent Study Physical Educati being seriously injured. These injuries co			
 Sprains and strains Fractured bones Lacerations, abrasions, and avulsi Unconsciousness Paralysis 	7. ons 8.	Disfigure Head inj Loss of e Death	uries
I understand and acknowledge that partici- elective and voluntary and as such is not a son's/daughter's participation in the Inde- alternative course of study, in which he/si	equired by the District. ependent Study Physical	I also unde Education	erstand that if I do not consent to my
I understand that all participants are to a safety in the Independent Study Physical Code, any participant determined to be in Study Physical Education activity.	Education activity. To th	ne extent p	ermitted by the California Education
I understand and acknowledge that to p liability and responsibility for any and all Study Physical Education activities.			
I agree to, and do hereby release and hold agents, employees and/or volunteers ha damages; expenses; or loss of any sort, omissions with respect to the Independen	rmless for any and all including bodily injury	claims; do or death;	emands; causes of action; liability; because of or arising out of acts or
I acknowledge that I have carefully rea Consent and Liability release, Acknowled to its terms.		_	
Signature (Student)	Date		
Signature (Parent or legal guardian)	Date		

Work telephone

Mobile telephone

Home telephone

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 th	ne provisions.
Signature (Student)	Date	
Name (Parent or legal guardian or Caregiver)		
Signature (Parent or legal guardian or Caregive	r) Date	
Parent Primary Telephone Pa	rent 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

Rev 12/14/2021

[insert Local Educational Agency Name] Independent Study Physical Education Program Facility Written Agreement

This Agreement (the "Agreement") is made and entered into this [enter Date] by and between [insert Local Educational Agency Name] (hereinafter referred to as "Local Educational Agency" or "LEA") and [insert Program Facility Name], (hereinafter referred to as "Program Facility."). LEA and Program Facility may be referred to herein individually as a "Party" and collectively as the "Parties."

Name of Facility Providing Program	Instructor Name		
Street Address	Telephone Number		
City, State, Zip code	E-mail Address		
1. <u>Services</u>			
To provide an Independent Study Physical Educati Description of Services	on program and activities for [in	nsert Student name]	
Independent Study Physical Education Activity	Beginning Date	Ending Date	

- 2. Responsibilities. The Independent Study Physical Education Program Facility and Instructor agree to cooperate fully with the LEA 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 [insert Local Educational Agency Name].
- 3. <u>Standard of Care</u>. 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
- 4. <u>Authority</u>. 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.
- 5. <u>Payment</u>. 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."
- 6. 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 LEA employees, including coverage under the California Workers' Compensation Insurance laws.
- 7. <u>Assignment</u>. 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 LEA, which may be withheld by the LEA 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,
- 8. <u>Termination or Amendment</u>. 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.
- 9. Compliance with Laws.
 - a. Program Facility hereby agrees that Program Facility officers, agents, employees, shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

Agreement for Services Page 2

b. Compliance with laws includes California Code of Regulations Title 8, Section 3203, Injury and Illness Prevention Program, Section 3205, COVID-19 Prevention Program, and all other applicable safety and health regulations, so long as such regulations remain in effect.

- 10. <u>Non-Discrimination and Equal Employment Opportunity</u>. 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.
- 11. <u>Background Check/Fingerprinting</u>. (Program Facility: please choose option a, or b, and initial the preferred option)

a. _____ (Initial here) Program Facility shall ensure that Program Facility and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When Program Facility performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational

agency that it is contracting with pursuant to the subsequent arrest service.

Or,

b. _____ (Initial here) LEA shall ensure that the parent or guardian of the student has signed a consent form before the student's interaction with a person employed by the Program Facility, attesting that the parent or guardian understands that the person employed by the contractor has not completed a valid criminal records summary as described in California Education Code section 44237.

12. 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.

13. Dispute Resolution.

- a. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.
- b. The parties agree that, in the event of any unresolved 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.
- c. If the amount in any unresolved dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 14, Attorney Fees, the cost of the mediator shall be borne equally by the parties.
- d. 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.
- 14. 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.
- 15. <u>Indemnification</u>. Program Facility agrees to defend, indemnify, and hold harmless LEA, 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 LEA. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence or wrongful acts of the LEA or any of its governing board, officers, agents, employees, and/or volunteers.

Agreement for Services Page 3

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party's legal representatives, successors, and assigns

16. Insurance.

a. 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) <u>Commercial General Liability Insurance</u>. 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.
- 2) 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.
- 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.
- b. Program Facility's insurance shall be primary and will not seek contribution from any other insurance available to the LEA. Program Facility further hereby waives any and all rights of subrogation that it may have against the LEA. Required endorsements are listed below.
- c. <u>Certificates of Insurance</u>. Program Facility shall provide certificates of insurance to the LEA 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 LEA. Certificates of such insurance shall be filed with the LEA on or before commencement of the services under this Agreement.
- d. <u>Endorsements</u>. Program Facility's Commercial General Liability insurance and Abuse and Molestation coverage shall name the LEA, 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 indicated below or an equivalent endorsement reasonably acceptable to the LEA.

1) General Liability: CG 20 26 10 01

2) Primary, Non-Contributory: CG 20 01 01 13

3) Waiver of Subrogation: CG 24 04 05 09

- e. <u>Broader Coverage</u>, <u>Higher Limits</u>. If the Program Facility maintains broader coverage and/or higher limits than the minimums shown above, the LEA requires and shall be entitled to the broader coverage and/or higher limits maintained by the Program Facility.
- f. <u>Claims Made Insurance</u>. 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.

Claims Made Policies. If any of the required policies provide coverage on a "claims made" basis:

- The Retroactive Date must be shown and must be before the date of the contract or the beginning of the Program.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the Program.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Program Facility must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Program.

Agreement for Services Page 4

g. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the LEA.

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

ACKNOWLEDGEMENT AND AGREEMENT

have read this agreement and agree to its terms.					
Program Facility Representative	Signature	Date	:		
School Site Consent					
School Site Administrator or Designee	Signature	Date	:		
Local Educational Agency Approval					
		(*)			
LEA Administrator	Signature	Date			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

18/03/23

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 have ADDITIONAL INSURED provisions or 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 fleu of such endorsement(s).

PRODUCER	MAME:		
	PHONE (A/C. No. Erth:	K No.	
	PHONE (A/G. No. Ext): E-MAIL ACCRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	MSURER A :	340	
INSURED	INSURER B		
SUMA X	INSURER C:		
	INSURER O		
See Thinne	INSURER E :		
	INSURER F:		
	mm an	the state of	

COVERAGES

CERTIFICATE 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, EVALUATIONS OF SUCH POLICIES I INSITE SHOWN HAVE BEEN REDUICED BY PAID CLAIMS.

	CLUSIONS AND CONDITIONS OF SUCH			CHRIS SUCHAMAT UMAE DECL				
INSR LTR	TYPE OF INSURANCE	INSO	SUBR	POLICY NUMBER	POLICY EFF	MM/DDYYYYY)	LIMIT	3
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (En occurrence)	300,000
							MED EXP (Any one person)	\$ 5,000
Α		Y	Υ		08/15/2023	08/15/2024	PERSONAL & ADV INJURY	s 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	4 2,000,000
	POLICY PRO-					:	PRODUCTS COMP/OP AGG	2,000,000
	OTHER						English comme	\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY MUURY (Per person)	\$
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per acodeni)	\$
	HIRED NON-OWNED AUTOS ONLY	1					PROPERTY DAMAGE (Per accident)	\$
								\$
	DMBRELLA CIAB X OCCUR						EACH OCCURRENCE	5
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED RETENTIONS							\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	NIA	V		10/31/22	10/31/23	E.L. EACH ACCIDENT	1,000,000
- 13	(Mandetory In NH)	10/31/2	10/31/22	10131/23	EL DISEASE - EA EMPLOYEE	s 1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE- POLICY LIMIT	s 1,000,000
С	PROFESSIONAL LIABILITY SEXUAL ABUSE & MOLESTATION				06/07/2023	06/07/2024	PER OCCURRENCE AGGREGATE	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be embohed if more apace is required)

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED,

CERTIF	ICATE	HOLDER

CANCELLATION

OAK PARK UNIFIED SCHOOL DISTRICT, ITS GOVERNING BOARD, OFFICERS, AGENTS, EMPLOYEES AND/OR VOLUNTEERS 5801 E. CONIFER STREET OAK PARK, CA 91301 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

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ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Oak Park Unified School District its governing board, officers, agents, employees, and/or volunteers. 5801 Conifer Street Oak Park, CA 91377

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations; or
 - In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - Required by the contract or agreement; or
 - Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR LEGAL ENTITY IN WHICH YOU

HAVE A WRITTEN CONTRACT, AGREEMENT OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED.

Oak Park Unified School District its governing board, officers, agents, employees, and/or volunteers. 5801 Conifer Street Oak Park, CA 91377

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations;
 or
 - In connection with your premises owned by or rented to you.

However:

CG 20 26 12 19

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or
 - 2. Available under the applicable limits of insurance:

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ELECTRONIC DATA LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER Oak Park Unified School District, its governing Board, Officers, agents, etc add address here

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Oak Park Unified School District its governing board, officers, agents, employees, and/or volunteers. 5801 Conifer Street Oak Park, CA 91377

OAK PARK UNIFIED SCHOOL DISTRICT - INDEPENDENT STUDY PHYSICAL EDUCATION

Time sheets must be signed and submitted to the Registrar on the 14 of each month in order to receive credit.

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