

CERTIFICATES OF INSURANCE REQUIREMENTS:

a. Program Facility, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance and provide a certificate of insurance naming Oak Park Unified School District at our legal address of 5801 Conifer Street, Oak Park, CA 91377 for the following types of coverage:

1) 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.

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. Certificates of Insurance. 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. Endorsements. 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. Broader Coverage, Higher Limits. 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. 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.

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

- 1) 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.
- 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. 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 LEA may immediately terminate this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/03/23

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 lieu of such endorsement(s).

PRODUCER [REDACTED]	CONTACT NAME: [REDACTED]	
	PHONE (A/C, Hm, Ext): [REDACTED] FAX (A/C, No): [REDACTED]	
INSURED [REDACTED]	ADDRESS: [REDACTED]	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: [REDACTED]	
	INSURER B: [REDACTED]	
	INSURER C: [REDACTED]	
	INSURER D: [REDACTED]	
	INSURER E: [REDACTED]	
	INSURER F: [REDACTED]	

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.

INSTR LTR	TYPE OF INSURANCE	ADDED/DED (INSR) #/NO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIM T APPL ES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y Y	[REDACTED]	08/15/2023	08/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A Y	[REDACTED]	10/31/22	10/31/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY SEXUAL ABUSE & MOLESTATION		[REDACTED]	06/07/2023	06/07/2024	PER OCCURRENCE 1,000,000 AGGREGATE 2,000,000

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

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

[REDACTED]

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

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POLICY NUMBER: [REDACTED]

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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:

1. In the performance of your ongoing operations, or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**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.

POLICY NUMBER: [REDACTED]

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**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

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

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

Medea Creek Middle School Procedures for Requesting Independent Study Physical Education (ISPE)

In accordance with our Policy, the Oak Park Unified School District will allow students to be exempted from regular physical education classes if they are participating in an **approved** Independent Study Physical Education (ISPE) program as outlined below. Students who are competing at a **pre-professional or professional level** of competition may apply for ISPE after the off-campus instructor or agency has met district requirements for approval. If approved for Independent Study PE, students must provide evaluation documentation as outlined in #8 of the student agreement under methods and evaluation, if satisfactory documentation is not provided the principal or designee retains the right to rescind the Independent PE permission.

Criteria and Eligibility

1. ISPE must develop proficiency, knowledge and skills that cannot be achieved within an in-school program.
2. The time spent in instruction must equal or exceed a minimum of 400 minutes each 10 school days (a typical 2 week span), not to include competition or performances. This is a minimum of 40 minutes a day, five days a week, on average.
3. **ISPE students will not receive letter grades for an ISPE course.** The class will either be a Pass or Fail with 2.5 credits issued for successful completion of one quarter of work.
4. Students participating in ISPE must meet the District criteria for eligibility as well as administrator approved site criteria.
5. The ISPE application and all required insurance must be completed and submitted prior to the beginning of The Independent Study Physical Education semester (ex: for semester 1 2024-25 school year, all completed paperwork is due by July 22, 2024 and due by December 20, 2024 for semester 2).
6. ISPE is offered to MCMS students either Period 1 (late arrival at 9:15 a.m.) or Period 7 (early dismissal at 1:45 p.m.). Class schedule restrictions may affect the period that is available and/or requested - meaning ISPE may conflict with another course the student has requested or needs to take.
7. This program typically applies to about 1% of our MCMS student population who are competing in pre-professional and/or professional level sports and undergo extensive physical training on almost a daily basis for the sport.

Student/Parent Procedures

1. Submit a complete written application to the school office registrar Pam Norton for ISPE no later than July 22nd for the 2024-2025 school year.

2. Provide a Liability Certificate of Insurance and a copy of the Endorsement Policy from the insurance company of the instructor or organization hiring the instructor, naming the Oak Park Unified School District as an additional insured (See attached examples). The insurance should be general liability in the minimum amount of \$300,000 combined single limit which includes Bodily Injury and Property Damage. If the instructor is an independent contractor at the facility where instruction will be provided, both instructor and facility must provide a certificate of insurance naming OPUSD as an additional insured.

3. Maintain and provide an hourly attendance at the end of each month for submission to the school.

4. Forms 1 through 3 must be completed by the student, parent or guardian, and submitted to the school office for approval.

5. Form 4, "Independent Study Physical Education Insurance Waiver and Assumption of Risk" is an optional form that may be completed by the parent or guardian. If this form is used, it must be submitted along with Forms 1 -3.

OPUSD ISPE Form 1 (3 pages) - "Independent Study Physical Education Student Written Agreement" - Outlines the minimum requirements by the California Department of Education for independent study, and has been adapted for Independent Study Physical Education (ISPE). Signature of both the student and his/her parent or legal guardian is required.

OPUSD ISPE Form 2 (1 page) - "Voluntary Independent Study Physical Education Informed Consent and Liability Release, Acknowledgement and Assumption of Risk" - Requires the signature of both the student and his/her parent or legal guardian, certifying that both the student and parent/guardian 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.

OPUSD ISPE 3 (3 pages) - "Program Facility Written Agreement" - Requires the signature of the Independent Study Physical Education Program Facility and Instructor, certifying agreement to cooperate fully with the District in the conduct of the Independent Study Physical Education Program and to provide the District required indemnification and insurance coverage as specified on page 2 of the form.

OPUSD ISPE Form 4 (1 page) - "Independent Study Physical Education Insurance Waiver and Assumption of Risk" - An optional form that may be completed by the parent or guardian

when the ISPE Facility does not provide the abuse and molestation coverage required in Form 3 (page 2, "Insurance", paragraph 3). In completing and signing Form 4, the parent or guardian specifically agrees to 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, because of or arising out of acts or omissions with respect to the ISPE program. Please note that the parent or guardian must initial all three conditions and sign the form at the bottom.

Please feel free to contact Pam Norton (pnorton@opusd.org) at MCMS if you have any questions.

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 **Program Facility Written Agreement**.

____ Attach written evidence of the background, training, and experience of the Agency and the Instructor, including a resume.

____ Submit the required **Certificate of Insurance** naming Oak Park Unified School District at our legal address of 5801 Conifer Street, Oak Park, CA 91377 as listed below and in the agreement:

1) **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.

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. **Certificates of Insurance.** 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. **Endorsements.** 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. Broader Coverage, Higher Limits. 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. 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.

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

1) 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.

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. 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 LEA may immediately terminate this Agreement.

THE STUDENT AND PARENT/GUARDIAN ARE TO:

(Student and/or parent initial below)

____ Complete and sign the **Independent Study Physical Education Student Written Agreement**

____ Complete and sign the **Voluntary Independent Study Physical Education Informed Consent and Liability Release, Acknowledgement and Assumption of Risk**

____ ***Attach evidence of current standings, rankings, accomplishments, recent performances that proves student is competing at a pre-professional or professional level.***

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 submitting.

**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
 Program Facility
 Written Agreement

This 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 _____ (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. Services

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

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 Oak Park Unified School District.

3. 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

4. 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.

5. 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."

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. 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 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. 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.

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.

- 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. 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.
11. Background Check/Fingerprinting. (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. Indemnification. 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.

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) 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.
 - 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. Certificates of Insurance. 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. Endorsements. 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. Broader Coverage, Higher Limits. 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. 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.

Claims Made Policies. If any of the required policies provide coverage on a "claims made" basis:
- 1) 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.
- 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. 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 LEA may immediately terminate this Agreement.

ACKNOWLEDGEMENT AND AGREEMENT

I 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



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