

CONEJO VALLEY UNIFIED SCHOOL DISTRICT
INDEPENDENT STUDY PHYSICAL EDUCATION CONTRACT
2024 - 2025 ACADEMIC YEAR
To be completed by Parent/Student

Please Print Clearly

| | | | |
|---------------------|----------------------------|----------------------|--------------------|
| Student Name: _____ | | Parent's Name: _____ | |
| Address _____ | | City _____ | |
| Zip Code _____ | Parent's Cell Phone: _____ | | |
| School: _____ | Grade: _____ | | (as of Fall, 2024) |

ELIGIBILITY

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


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

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


 TIMELINE FOR SUBMITTAL OF ISPE APPLICATION:

For First Semester (Grades 7-8):

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

-  Applications must be received in the Counseling Office by **June 7, 2024**
- Acceptance/Denial letters will be emailed the week of **June 24, 2024**

For Second Semester (Grades 6-8):

-  Applications must be received in the Counseling office by **December 6, 2024**
- Acceptance/Denial letters will be emailed the week of **December 16, 2024**

HOW TO APPLY FOR INDEPENDENT STUDY PHYSICAL EDUCATION

Student Name: _____

Instructor initials each line as completed -

THE AGENCY REPRESENTATIVE AND/OR INSTRUCTOR ARE TO:



(Instructor *initial* below)

- ____ Complete and sign the Agreement to Provide Independent Study Physical Education
- ____ 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
- ____ The ISPE Instructor understands he/she will assist in the development of an educational plan for each student, monitor each plan on a regular basis, maintain appropriate attendance records to verify minimum attendance requirements, maintain records and prepare reports as required by the District and State.
- ____ Complete and sign the Independent Study Physical Education Indemnification and Insurance Agreement.
- ____ Complete and sign the Insurance Waiver and Assumption of Risk (if applicable)

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



(Student *initial* below)

- ____ Complete and sign the Independent Study Physical Education Contract
 - ____ Complete and sign the Voluntary Sports/Athletic Event or Activity Informed Consent and Liability Release Acknowledgment and Assumption of Risk Form
 - ____ Complete and sign the Consent for Background Check Waiver (If applicable) To be used when the program facility or vendor does not perform a background check on their employees.
 - ____ Attach copies of report cards for one year prior to request for ISPE *Note: report card must reflect a 2.0 grade point average or above and a grade of "C" or better in P.E.
 - ____ Attach evidence of current standings, rankings, accomplishments, recent performances that proves student is competing at a highly advanced level.
 - ____ The student understands that he/she must meet with the ISPE Instructor on a regular basis to discuss the program and evaluate the student's progress
 - ____ The student and parent understand that the student must reapply every year for ISPE. If a student must change instructors or agencies during the school year, a new application packet must be submitted and approved prior to the effective date of the change. Attendance in the ISPE program will be suspended until the new application is approved.
 - ____ Copy the completed application for your records BEFORE handing in the application.
 - ____ Submit the completed application packet to the Counseling Office observing the Timeline as it appears on the Independent Study Physical Education Contract.
- The application will then be reviewed by the Principal for acceptance or denial.

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

CONTRACT FOR INDEPENDENT STUDY P.E.

Student Name _____ Subject Area _____
(Please Print)

Name of Instructor _____
(Please Print)

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

Middle School Students Check:

_____ Semester 1
_____ Semester 2

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

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

Hours per day _____ Days per week _____

*Total hours per week: _____

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

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

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

5. Method of Evaluation of the Objectives:

CONTRACT FOR INDEPENDENT STUDY P.E.

Student Name: _____

(Please Print)

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

7. Student Responsibilities: (Student must initial.)

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

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

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

The following is to be completed by Instructor/Coach:

Student Name: _____ School: _____ Grade: _____
(As of Fall, 2024)

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

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

AGENCY (Please Print)

INSTRUCTOR (Please Print)

Name: _____

Name: _____

Representative: _____

Day Phone :(_____) _____

Title: _____

Email Address: _____

Address: _____

City: _____ Zip Code: _____

Day Phone :(_____) _____

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

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

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

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

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

Date: _____

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

Date: _____

CONTRACT FOR INDEPENDENT STUDY P.E.

Student Name: _____

(Please Print)

Signatures:

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

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

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

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

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

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

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

Conejo Valley Unified School District
 Independent Study Physical Education
 Program Facility
 Written Agreement

This Agreement (the "Agreement") is made and entered into this [] (Date) by and between Conejo Valley 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 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 Conejo Valley 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 Principal or Designee | Signature | Date |

District Approval

| | | |
|---------------------|-----------|-------|
| _____ | _____ | _____ |
| Grade Span Director | Signature | Date |

Conejo Valley Unified School District
Independent Study
Consent for Background Check Waiver

| | | |
|---------------------------------------------|-------------------------------------------------------------|-------------------|
| <hr/> Student name | <hr/> Student Number | <hr/> Grade Level |
| <hr/> Street Address | <hr/> Age | <hr/> Birth date |
| <hr/> City, State, Zip Code | <hr/> School of Enrollment | |
| <hr/> Independent Study Program Contractor | <hr/> Beginning Date | <hr/> Ending Date |
| <hr/> Address of Facility Providing Program | <hr/> Name of Independent Study Program Contractor Employee | |

California *Education Code* section 45125.1 (a) requires any entity that has a contract with a local educational agency, (a school district, county office of education, or charter school), to ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary. The employee who interacts with pupils must submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation.

California *Education Code* section 45125.1 (b) allows a pupil to participate in services provided by a contractor as part of an independent study program and the pupil is under the immediate supervision and control of the pupil's parent or guardian during the provision of those services, when the person employed by the contractor has not completed a valid criminal records summary, as long as the parent or guardian understands that the person employed by the contractor has not completed a valid criminal records summary.

I understand and agree to the following:

- _____ (Initial here) I have been informed and understand that the Independent Study Program Contractor Employee named above does not have a valid criminal records summary and I give consent for my child named above to interact with said Independent Study Program Contractor Employee while under my immediate supervision and control.
- _____ (Initial here) In the event I am unable to attend and supervise my child at the facility, I agree to not have my child participate on that day.
- _____ (Initial here) I acknowledge that the school is relying on me to provide the necessary direct supervision of my child. Should I fail to appear, and my child be at the Independent Study Program on that date, I waive and relinquish on behalf of my child any claim, loss or damage arising out of the Independent Study Program activity.

Independent Study Programs, 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 Conejo Valley 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 program.

I acknowledge that I have carefully read this "Independent Study, Consent for Background Check Waiver" form and that I understand and agree to its terms.

| | | |
|--------------------------------------------|----------------------|---------------------------|
| <hr/> Name (Parent or legal guardian) | <hr/> Main Telephone | <hr/> Alternate Telephone |
| <hr/> Signature (Parent or legal guardian) | <hr/> Date | |



INDEPENDENT STUDY PHYSICAL EDUCATION REQUIRED INSURANCE COVERAGE

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

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

Certificate of Insurance and Additional Insured Endorsement

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

FACILITY: _____

DATE: _____

SCHOOL SITE: _____

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

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

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

Bold print above represents required limit coverage

SAMPLE
For Reference Only



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

| PRODUCER XYZ Insurance Agency 456 State St. #1 Springfield, USA 01111 | CONTACT NAME: PHONE: () - / Ext: / FAX: / E-MAIL ADDRESS: ADDRESS: PRODUCER CUSTOMER ID #: | | | | | | | | | | | | | | |
|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-----------------------------|------|----------------------------------|------|------------|--|------------|--|------------|--|------------|--|
| INSURED Vendor or Organization 22 Main Street Ventura, CA 93000 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: ABC Indemnity #2</td> <td>1234</td> </tr> <tr> <td>INSURER B: 123 Insurance Company</td> <td>2345</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: ABC Indemnity #2 | 1234 | INSURER B: 123 Insurance Company | 2345 | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: ABC Indemnity #2 | 1234 | | | | | | | | | | | | | | |
| INSURER B: 123 Insurance Company | 2345 | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL BUSR INSR YW | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------------------------------------------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| #3 A | GENERAL LIABILITY | | TBD1213 | 01/01/2012 | 01/01/2013 | EACH OCCURRENCE #8 \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR #4 | | #5 | #6 | #9 | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY | | TBD1213 | 01/01/2012 | 01/01/2013 | COMBINED SINGLE LIMIT #10 \$ 1,000,000 (Ex accident) |
| | <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | SAMPLE SEE ATTACHED ADDITIONAL INSURED ENDORSEMENT | | | BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| | UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS MADE DEDUCTIBLE RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) Yes describe under DESCRIPTION OF OPERATIONS below | Y/N N/A | COV1213 | 01/01/2012 | 01/01/2013 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER EL EACH ACCIDENT #11 \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 |
| #12 | Abuse & Molestation | | | | | \$ 1,000,000 |
| #13 | Professional Liability or E&O | | | | | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder, its agents, employees and or directors are hereby named as additional insured per endorsement attached.
#14

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

#17

An Insurance Company

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

-PLEASE READ THIS CAREFULLY-

ADDITIONAL INSUREDS DESIGNATED PERSON OR ORGANIZATION

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

Policy Number: ABC123456-01

#18

NAME – Person or Organization may show:

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

SAMPLE

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

Independent Study Physical Education Provider

Telephone Number

Street Address

Start Date

City, State, Zip code

End Date

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

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

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

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

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

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

Other Coverage as Dictated by the District.

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

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

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

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

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

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

I have read this agreement and agree to its terms

Provider Representative Signature

Provider Representative Name (Please Print)

Date

Conejo Valley Unified School District
Independent Study Physical Education
Insurance Waiver and Assumption of Risk

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

I voluntarily request that Conejo Valley 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 Conejo Valley 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.

| | |
|--------------------------------------------|------------|
| <hr/> Signature (Parent or legal guardian) | <hr/> Date |
|--------------------------------------------|------------|

| | | |
|----------------------|------------------------|----------------------|
| <hr/> Home telephone | <hr/> Mobile telephone | <hr/> Work telephone |
|----------------------|------------------------|----------------------|

LEA Approval Approved Not Approved

| | | |
|-------------------------------------|-----------------|------------|
| <hr/> LEA Administrator or Designee | <hr/> Signature | <hr/> Date |
|-------------------------------------|-----------------|------------|