



Ventura Unified School District

Independent Study Physical Education (ISPE) Handbook

And Documents

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Introduction:

Please read this handbook thoroughly before applying for Independent Study Physical Education (ISPE) as it contains all of VUSD's ISPE rules and procedures. There is an FAQ section at the end of this handbook as well. If you have any questions, please contact your child's school site and ask for the ISPE Coordinator/Teacher first. If there are any unanswered questions after that conversation, you may reach out to the school site administrator in charge of ISPE. If there are still questions that your child's school site administrator cannot answer, you may reach out to the district office to speak with the VUSD Director of Secondary Curriculum and Instruction.

Background/Purpose of ISPE:

According to California State Education Code, a public school district is not required to offer Independent Study Physical Education (ISPE); it is up to the discretion of a district. Ventura Unified School District (VUSD) elects to offer ISPE on a limited basis with a specified application window, specific eligibility criteria and accountability to students for whom ISPE is deemed an appropriate educational placement.

The primary intent of the VUSD's ISPE program is to accommodate students who participate in highly competitive, non-recreational, predominantly year-round off-campus sports/activities that place significant after/before-school demands on students. These demands include both extensive outside-of-school time commitments due to practice/training and travel as well as requiring a high-level of physical exertion to the extent that a free period (not enrolled in school-site based PE) may be beneficial to the academic and overall well-being of the student. However, ISPE may be an appropriate option for students in other situations as well. The independent study option is to be substantially equivalent in quality and quantity to instruction in the regular school physical education program.

VUSD's ISPE rules are slightly different at the middle school level compared to the high school level. However, all ISPE rules and procedures at each of the four VUSD middle schools (e.g., Anacapa, Balboa, Cabrillo and DATA) are the same*. VUSD's comprehensive traditional high schools (e.g., Buena, Foothill Technology and Ventura) also all have the same ISPE rules and procedures. Please note that El Camino High School (ECHS), being a "middle college" and Pacific High School (PHS) being a continuation school, have different physical education and ISPE rules and procedures**.

**Note:* Sunset, Lemon Grove and ATLAS K-8 schools do not offer ISPE due to its all-subject inclusive, one-teacher structure and that there are no Stand-alone PE periods during the day.

***Note:* Although Ventura College PE courses do not generally fulfill California's minimum 10-day minute requirements for high school students, ECHS are allowed to complete their PE requirements through Ventura College by virtue of a school-based waiver. This waiver does not apply to BHS, FTHS, PHS and VHS students as Ventura College does not allow non-ECHS enrolled students to enroll in Ventura College PE courses. Also, PE credits are earned differently at PHS and therefore different rules and procedures apply.

Application Timeline and Process:

ISPE applications and required documents are available in the front office of all VUSD secondary sites and are provided upon request. They are also available from counselors and site administrators, online on the district website on the educational services/curriculum and instruction page, and in the addendum of the VUSD High School Course Directory located online on the district's website in the educational services/curriculum and instruction page. The VUSD ISPE Application and ISPE Log (will be linked here) are available online and at your child's secondary school office. In addition, an ISPE Master Agreement must be completed.

All ISPE applications and required documents must be submitted to the school site within the application windows. **The application windows below are the same for all VUSD middle schools and high schools***.**

All documents required for application:

1. ISPE Application
2. Master Agreement
3. ISPE Sport/Activity Log
4. Program Facility Written Agreement
5. Informed Consent Liability Release
6. Insurance Waiver and Assumption of Risk (to be used only if ISPE contractor doesn't have abuse and molestation coverage)
7. Consent for Background Check Waiver (to be used only if ISPE contractor and its employees are not fingerprinted)

1. For Currently Enrolled VUSD ISPE Applicants:

The spring ISPE application window for ISPE placement during the following school year is from March 1st to April 30th. No ISPE applications for ISPE placement in the first semester of the following school year will be accepted after April 30th. ISPE with sport/activity vendors with active, valid certificates of insurance and all other needed documents at the time of application will be considered; for those certificates of insurance or other documents that are active at the time of spring application but set to expire prior to fall or during the ISPE placement the following year, parent(s)/guardian(s) will need to provide VUSD with proof of an updated certificate of insurance from the vendor prior to the start of the ISPE placement; no ISPE hours may be recorded for any time when an ISPE sport/activity vendor does not have a valid certificate of insurance on file at VUSD.

2. For New-To-VUSD ISPE Applicants:

- a. A summer ISPE application window for the current/upcoming school year will be offered one week prior and one week after the first day of school in August for students new to VUSD. No ISPE applications for first semester ISPE placement will be accepted after the second week of the window. ISPE with sport/activity vendors with active, valid certificates of insurance at the time of application will be considered; for those certificates of insurance that are active at the time of application but set to expire prior to fall or during the ISPE placement the following year, parent(s)/guardian(s) will need to provide VUSD with proof of an updated certificate of insurance from the vendor immediately; no ISPE hours may be recorded for any time when an ISPE sport/activity vendor does not have a valid certificate of insurance on file at VUSD.

3. For Both Currently Enrolled, New-To-VUSD ISPE Applicants

- a. A mid-year ISPE application window for second semester-only ISPE placements (not preferred) will be offered one week prior and one week after the first day of the second semester in January. No ISPE applications for second semester ISPE placement will be accepted after the close of this window.

4. Student Athlete Completing a Fall or Winter Mid-Semester Season

- a. Student athletes completing their fall or winter mid-semester season, will have an application window through the first week of the quarter following the completion of their sport's season.

*****Note:** Due to the different requirements for ECHS students and the timing of ECHS students' enrollment in Ventura College courses, ECHS administration is authorized to flex VUSD's ISPE application windows.

Student Eligibility Criteria:

1. ISPE applicants must be entering or currently enrolled in the 7th - 12th grades. No ISPE is offered in the 6th grade.
2. For both middle and high school students, any student applying for ISPE at time of the application must have a cumulative 2.0 GPA. Should an ISPE student's cumulative GPA fall below a 2.0 at any quarterly grade/marketing period, the ISPE student will be removed from ISPE and enrolled in an on-campus PE class. Any ISPE student that does not pass ISPE at any semester grade-marking period will be removed from their ISPE placement and enrolled in an on-campus PE course.
3. For both middle and high school students, any ISPE candidate that did not receive a passing grade in a prior year/term ISPE placement is ineligible for ISPE.
3. Restrictions on ISPE sports/activities are as follows:
 - a. Both Middle School and High School: Only sports/activities that are authorized by VUSD Risk Management and only off-campus vendors that VUSD Risk Management verifies to hold a current, valid certificate of insurance on file with VUSD will be eligible for ISPE consideration.
 - i. The acceptable status of the sport/activity and the vendor's certificate of insurance by VUSD Risk Management *does not automatically result in a student's ISPE application being approved.* The determination of the sport/activity and vendor's eligibility by VUSD Risk Management only means the ISPE application may proceed in the approval process at the school site; all other ISPE student eligibility requirements must be met.
 - ii. It is the parent(s)/guardian(s) and student's responsibility to secure and provide valid proof of insurance and other required documents from ISPE sport/activity vendors. If VUSD does not have a current, valid certificate of insurance and other required documents from the ISPE sport/activity vendor, the parent(s)/guardian(s) must submit proof of one with their child's ISPE application prior to the ISPE application deadline. If an ISPE sport/activity vendor's certificate of insurance expires during a student's ISPE placement, that ISPE placement will be immediately revoked and the student will be enrolled in an on-campus PE course. Please see the VUSD ISPE Vendor Insurance Requirements
 - b. Both Middle School and High School: Gym memberships are not eligible for ISPE in 7th, 8th and 9th grades. Gym membership ISPE is an option for qualified 10th - 12th grade students under the following conditions:
 - i. A minimum of 280 of the 400 minutes required every 10 school days must accrued in fitness classes (e.g., Pilates, Spinning, HIIT, etc.) housed within the approved gym with the ISPE student's participation validated by a signature of the instructor
 - ii. Eligible 10th-12th grade gym membership ISPE must have successfully passed 9th grade PE with a grade of C or better.
 - c. High School, 9th-12th Grade: No off-campus sport/activity that is also offered as a school-sponsored, on-campus high school CIF sport at the ISPE applicant's school of enrollment or boundary school (for

ECHS students) is eligible for ISPE consideration if the participation in the off-campus ISPE sport is not prohibited by CIF rule, the student must play for the school in that CIF sport to be eligible for ISPE.

d.. All off-campus ISPE sports/activities should be year-round and easily able to meet the minimum requirement of minutes as outlined in California State Education Code, which is 400 minutes every 10 school days; banking of minutes in one 10 school day period to cover for a deficit in another 10 school day period is not permitted. ISPE minutes accrued during weekends and holidays that occur within any 10 school day span are permissible. Typically, no more than 2 hours (120 minutes) of ISPE minutes is permissible. When two hours will be exceeded, advance authorization from the ISPE Coordinator/Teacher is strongly recommended and preferred. Please note that it is highly unlikely for any non year-round sport/activity to be approved for ISPE.

i. All required ISPE Activity Log must be completed by the student and signed/approved by the off-campus ISPE sport/activity vendor/coach and must be submitted to the school's ISPE Coordinator/Teacher on time by each deadline. Deadlines are at an every-month minimum frequency; more frequent ISPE log submissions (paper or online) may be required by the ISPE Coordinator/Teacher. All ISPE log submissions will be communicated and scheduled in advance by ISPE Coordinators/Teachers at each site.

- a. If a VUSD ISPE Coordinator/Case Manager determines that the ISPE student's monthly minimum minute requirement has not been met or if a student's ISPE log/paperwork is submitted late, the ISPE student will be placed on ISPE probation the following month. An ISPE Coordinator/Teacher at any school site may require weekly ISPE Activity Log_submissions for any ISPE student on probation. At any point in the same school year when an ISPE log deadline is not met for a second time, the ISPE student's ISPE placement will be revoked for the remainder of that school year.
- b. Letter-grades issued to ISPE students are at the sole discretion of the ISPE Coordinator/Teacher - the grading scale/metric/requirements will be communicated in advance to ISPE students.

ISPE Student Schedules and Logistics:

1. For middle school ISPE students:

- a. ISPE may not be used as a means of accessing an additional elective; a student does not have the right to fill the vacated PE period that ISPE creates with an additional elective. The term "elective" is defined here as a non-core course. "Elective" does not include a VUSD-required math, English, study skills or other intervention or core support course or any course that is required through a student's IEP. A school may elect to invite an ISPE student to make a contribution to the school by virtue of that student's academic performance, leadership skills, etc. during that period in the form of a Peer Tutoring placement. This decision, along with transportation hardships, are at the sole discretion of the ISPE Administrator. See FAQ #5.

2. For both middle school and high school ISPE students:

- a. Since most ISPE students will not have a full 1-6/7 period day, parent(s)/guardians/students are responsible for the ISPE student's transportation to/from school at times such that no burden of supervision is on the school site. ISPE students may not remain unsupervised on campus during their "free" ISPE periods; ISPE students may not stay in the office, library, quad, etc. Violations will result in the revocation of the student's ISPE placement.

VUSD ISPE Faculty/Staff Roles:

1. VUSD Director of Risk Management - has sole discretion over which ISPE sports/activities may qualify as potentially acceptable in an ISPE application and which ISPE sports/activity vendors have submitted sufficient proof of a current, valid certificate of insurance. There is no appeal for the Director's final decision on the eligibility of specific ISPE sports/activities and of the off-campus vendors.

2. VUSD Director of Secondary Curriculum & Instruction - chairs the appeal committee to review ISPE applications that are denied at the site level and are brought to the district. The director has sole discretion to review any request for an exemption at the high school for student-athletes who are prohibited from competing in the on-campus CIF sport by the nationally-recognized organizing body of that off-campus sport/activity. All appeals will be considered by committee, chaired by the director, with the committee membership made up of all high school or middle school principals (depending on the grade level of the student). The committee's decision shall be final.

3. VUSD Middle School and High School Administration - each school site will have an administrator identified as the ISPE Administrator who oversees the site's ISPE program and ISPE Coordinator/Case Manager. The ISPE administrator will work through all questions and issues with the parent(s)/guardians that VUSD counselors are unable to answer and resolve. Should there be a parent(s)/guardian request for an appeal of site-based ISPE application denial, the ISPE administrator will immediately send notification of the parent(s)/guardian's appeal request and all application materials to VUSD Director of Curriculum and Instruction for a review. ISPE Administrators will also construct master schedules in the spring for the following year that include the highest likelihood of the placement of ISPE students at the beginning or end of the day for a compacted 2-6/7 or 1-5/6 period/class schedule. ISPE Administrators will also provide pro-rated stipends to ISPE Coordinators/Case Managers for ISPE students below a count of 40 ISPE students per teacher, and/or a section/period for ISPE case management for ISPE student counts 41 and above. ISPE Administrators will make a yearly, good-faith effort to select a school site's ISPE Coordinator/Case Manager first and foremost on the basis of a teacher's current/valid California Physical Education credential.

4. Middle School and High School Counselors - will assist parent(s)/guardians and student ISPE candidates as they normally would with all academic course selections/programs. If needed, the counselor may refer parent(s)/guardians and students with the ISPE Coordinator/Case Manager. The counselors will work with site administration as best as possible to construct a compacted period/class schedule to accommodate outside transportation needs to/from school for ISPE students.

5. School Site ISPE Coordinator/Teacher - will receive and review the required monthly ISPE minute accounting submissions and will be the first point of contact in clarifying and resolving any questions and issues with the parent(s)/guardian concerning the ISPE program. Per California Education Code, the ISPE Coordinator/Teacher maintains sole discretion over the ISPE student's ISPE grade and over the verification and calculation of ISPE minutes. The decisions of the ISPE Coordinator/teacher concerning the issuing of letter grade/marks and calculations of ISPE minutes are final.

6. Parent(s)/Guardian of ISPE student - must submit all required application paperwork, including a valid certificate of insurance from the sport/activity vendor, within the approved application windows. Parent(s)/guardian(s) are also responsible for obtaining a new valid certificate of insurance from the ISPE sport/activity vendor prior to the existing certificate. Parent(s)/guardians will ensure their child is properly submitting all required ISPE logs for the accounting of ISPE minutes.

7. ISPE Student - in conjunction with the approved vendor of the off-campus ISPE sport/activity, the ISPE student is responsible for completing all components of the approved ISPE program, for accurately logging the minutes on the approved VUSD ISPE time-sheet, and for submitting all required paperwork on-time prior to the monthly deadlines established by the ISPE Coordinator/Case Manager. Any delay in student's submission of required ISPE logs/paperwork may result in removal of the student's ISPE placement.

FAQ (Frequently Asked Questions):

1. **Question:** "What are the main differences between the new VUSD ISPE rules adopted in May of 2019 and VUSD's prior ISPE rules and procedures?"

Answer: There are eight noteworthy differences:

- a. The only restrictions on ISPE-eligible sports/activities are those identified by VUSD Risk Management. There are no specific middle school sport/activity restrictions (e.g., Tennis, Volleyball, Soccer) based on what sports/activities are offered as either on-campus sports or taught as a part of a unit within a middle school VUSD physical education course. The eligibility rules for sports/activities regarding the number of minutes, year-round nature of the off-campus ISPE sport/activity apply.
- b. VUSD ISPE is not available to 6th grade students.
- c. VUSD gym membership ISPE is now available to all VUSD 10th-12th graders who have passed 9th grade PE with a C or better.
- d. ISPE may be available for high school students involved in an eligible off-campus sport/activity even though that sport/activity is offered as an on-campus CIF sport, so long as the student-athlete participates on a school-sponsored, on-campus team.
- e. ISPE application windows now apply - ISPE applications received outside of established application windows may not be considered.
- f. The eligibility criteria for students is now a 2.0 minimum GPA for all applicants, and the 2.0 GPA must be maintained on a quarterly basis through the student's ISPE placement. For gym membership ISPE in 10th-12th grades, passing of 9th grade PE with a C or better is required.
- g. A prohibition against using ISPE to gain an additional elective period is now consistent across all VUSD middle schools. This prohibition does not apply to high school students given the various non-ISPE dependent ways (e.g., zero or 7th periods, summer school and community college courses) eligible high school students may access additional electives.
- h. The ISPE rules and procedures are now consistent across all VUSD middle school sites (e.g., Anacapa, Balboa, Cabrillo and DATA). The ISPE rules/procedures for both traditional comprehensive VUSD high schools (e.g., Buena, Ventura and Foothill Technology) are also now the same.

2. **Question:** "My child participates in a sport/activity that is not on VUSD Risk Management's prohibited list of sports/activities, but it is not on the approved list either. How do I go about finding out if this sport/activity might be eligible for ISPE consideration, and also see if our vendor for that off-campus sport/activity can be authorized based on the approved status of a valid certificate of insurance?"

Answer: The first step is to ask the school site's ISPE Case Manager/Coordinator for a review of the sport/activity. Your school site ISPE Coordinator/Case Manager and/or the school site's ISPE Administrator in charge of ISPE will work with VUSD's Director of Risk Management to conduct a review. If the only missing component is the absence of the vendor's certificate of insurance, it is the parent(s)/guardian's sole responsibility to secure from the vendor the proper insurance verification for review by VUSD Risk Management and placed on file at VUSD. All application window rules still apply; the request for a review and

the parent(s)/guardian's work to secure a proper certificate of insurance should be initiated with sufficient time to be completed prior to the start of the application window. For any review requested during the application window, VUSD cannot guarantee that a completed analysis of the sport/activity and vendor by VUSD Risk Management can occur in time for that application to be considered and possibly approved by the school site. There is no appeal process for any sport/activity and/or vendor that is not approved by VUSD Risk Management. The Director's decisions will be considered final.

3. **Question:** "My child's ISPE application was denied at the school site level by both the ISPE Coordinator/Case Manager and by the ISPE Administrator. I believe something may have been overlooked, and I would like to request an appeal of the ISPE application. What is the appeal process for a site-based ISPE application denial?"

Answer: So long as the denial of the appeal did not come from VUSD's Risk Management (there is no appeal process for a denial by VUSD Risk Management), the appeal process begins with an email appeal request sent to the school site administrator by the parent(s)/guardian. Once received, the request and the ISPE application shall be immediately sent to VUSD Director of Secondary Curriculum and Instruction for a review. The Director of Secondary Curriculum and Instruction will reach out to the parent(s)/guardian by phone or email to discuss the basis of the appeal and to work with the parent(s)/guardian to learn what is believed to have been missed by the school site. The Director's review will occur as quickly as possible (typically within a few days) and the Director's decision will be considered final.

4. **Question:** "Will my child's application for ISPE be denied because he/she/they is/are unable to be off-campus during the period of the day made free because of the ISPE placement?"

Answer: Maybe. California Education Code requires that students be under supervision at all times when on campus, whether or not they are formally enrolled in an official class/period. Given VUSD's primary responsibility for utilizing all certificated staff for the teaching of core and elective coursework, VUSD does not have the sufficient resources required for the supervision of students who are enrolled in "free periods" like ISPE. While there is no guarantee, every effort is made to schedule the ISPE student's "free period" at the beginning or ending of the school day in order to make transportation to/from campus as convenient as possible - this is one of the reasons why the ISPE application windows must be strictly adhered to, so that site administration can create a school's master-schedule of the following year able accommodate ISPE students such that ISPE students can be placed into a class schedule that provides placement in an ISPE free period at the beginning or end of the school day. However, in special cases approved by the school site principal due to verified transportation hardship, a special exception may be made.

5. **Question:** "I would like my child to be on-campus during his/her/their free period gained from the ISPE placement. Why can't my child be enrolled as a teacher/office aide so he/she/they can get some homework done during that period?"

Answer: At the high school level, California State Education Code has recently adopted language designed to significantly reduce the number of students in classes without curriculum (e.g., Office Aide, etc.). Therefore, students who are enrolled in the increasingly few periods of office/teacher aide offered are required to have curriculum, training, coursework and assignments relative to that course; the traditional expectation that students can use their time within an aide period to do homework is technically no longer accurate. As such, office/teacher's aide is an "elective" that is offered to students at sole discretion of the school site on an increasingly limited basis. Parent(s)/guardian and/or student may request to be enrolled in these periods as an

aide, but these placements are at the sole discretion of the school site based on a variety of factors, including student behavior, student skill set, office/class/teacher need, etc. All VUSD high schools and middle schools have been officially advised to make student placements in office/teacher aide periods as minimally as possible. At both the high school or middle school level, however, the ISPE student with a free period *may* be offered a period of Peer Tutoring by site administration. This placement requires that students be trained to help other students in classrooms for courses/subjects that they themselves have successfully completed and excel in. In middle school, these placements would not be considered gaining access to an additional elective, which is prohibited for middle school ISPE students, but rather the placement is considered a community service course/class and is offered at the sole discretion of the school based on a variety of factors, including a student's behavior record, a student's academic performance, leadership skills, teacher/subject/student need, etc.

6. **Question:** "My middle school child plays multiple sports during the year such that they are playing "year-round", but they play on local-only teams at the basic/introductory level of competition (e.g., AYSO Soccer, Gold Coast Water Polo, Packers Football, Little League Baseball, etc.). Is my child eligible for ISPE?"

Answer: Maybe. The purpose of VUSD ISPE is to accommodate student-athletes who are involved in sports/activities that place above-average demands on students in terms of after-school time that easily meet or exceeds the 400 minutes per every 10 school days state-required minimum and in terms of physical exertion/training rigor such that an additional period of PE might have adverse effects on a student's well-being. While there is no prohibition against specific types of sports/activities beyond what is prohibited by VUSD Risk Management, all ISPE approved sports/activities are typically done at a level of competition and/or include a training regimen that exceed introductory and recreational levels of sports participation in after-school sports/activities. Most introductory/basic-level sports/activities typically do not meet the 400 minutes per every 10 day state minimum. However, each applicant can work with the site to demonstrate the proposed sport/activity can easily meet/exceed the required number of minutes.

7. **Question:** "Can my high school child participate in an on-campus CIF sport during that sport's CIF season, and then enroll in ISPE to play that same sport in an off-campus club outside of the CIF high school season of that sport?"

Answer: Yes. The purpose of the general prohibition against high school student-athletes being eligible for ISPE sports/activities that are offered as an on-campus CIF sport is *to promote participation in the on-campus CIF sport as educational research is conclusive in its positive academic, school engagement/social-emotional benefits for students*. The school has a compelling and legitimate interest in preserving its on-campus athletics programs for the purposes of access and equity for all current and future students. Like enrollment in any school-sponsored extracurricular program, on-campus athletics promote a positive school culture by providing unique opportunities for students to build community with other students. Therefore, a school site may allow out-of-season ISPE in a CIF sport so long as that applying student has demonstrated a history of and commitment to participating/trying to participate in the on-campus, school-sponsored CIF sport/team. However, if no such history/commitment exists, the high school may not allow a student to play a sport for ISPE that is offered on-campus as a CIF school-sponsored sport. Therefore, a high school student-athlete who wishes to enroll in ISPE in the off-season of the same sport that they participate in the on-campus school-sponsored CIF team must be enrolled in that sport at their high school.

8. **Question:** "Why do El Camino High School (ECHS) students get special access to Ventura College (VC) PE courses and/or ISPE options that my BHS/VHS/FTHS student does not get?"

Answer: As a “middle college”, ECHS has a special, formal relationship with VC whereby ECHS students receive several benefits, including priority VC registration, which does not extend to students enrolled in BHS, FTTHS, PHS or VHS. ECHS also has a state waiver to allow its students to enroll in VC PE courses.

9. **Question:** “Can my child log zero ISPE minutes for the first half of the month and then log double the second half in order to earn 800 minutes over the 20 school days?”

Answer: No. PE minutes may not be “banked”. California Education Code requires that all 7th - 12th grade students participate in physical education for a minimum of 400 minutes every 10 days, which means that within every period of 10 (school) days, which can include weekends/holidays, a student must have 400 minutes; 800 minutes every 20 days, with the first 10 days having zero minutes is not allowable per CA education code. If a child has an illness or a temporary medical condition such that the child is unable to participate in ISPE for any duration of time such that 400 minutes of PE over a 10 school day duration cannot be earned, a signed medical doctor’s note is required to exempt the child from the required PE minutes for that time period in the same way it would be required for students in a regular PE course. However, if the student will not be able to earn minutes for more than 10 school days, the student will need to speak to the school’s administrators for other PE options.

10. **Question:** What is the minimum amount of hours necessary to pass ISPE? How are letter grades determined for ISPE? Is Pass/No Pass an option for ISPE?

Answer: Students will earn a Pass/No Pass grade for ISPE. At the high school level, the passing grade will not contribute toward a higher grade point average (GPA). Please consult your child’s school counselor for more information about GPA calculations.

11. **Question:** If a student is not able to participate in ISPE due to an injury or health related situation, will that student still be required to achieve the total amount of hours?

Answer: No. A required medical doctor’s note with specific dates for exemption from physical activity will be required as proof of a temporary medical waiver for ISPE in the same way it is for regular on-campus PE courses. However, if the student will not be able to earn minutes for more than 10 school days, the student will need to speak to the school’s administrators for other PE options.

12. **Question:** What is the maximum amount of ISPE minutes/hours a student is allowed to accrue per day?

Answer: Typically, no more than 2 hours (120 minutes) of ISPE activity in one day are approvable as the purpose of PE and ISPE is to have frequent physical exercises for reasonable and healthy durations of time as opposed to infrequent, potentially unhealthy extended durations of time. However, in special situations, an ISPE student may communicate with their ISPE Coordinator/Teacher in advance and receive advance approval for a specific event, competition, etc. where the ISPE student will accrue more than the 120 daily minutes.

13. **Question:** For 10th-12th grade gym membership ISPE, does my child need to purchase a membership at a facility in order to use that facility? May my child have contracts at more than one facility?

Answer: Yes. VUSD's ISPE allowance requires that the cost of the off-campus ISPE sport/activity be the responsibility of the parent(s)/guardian(s). VUSD does not contract with local gyms for ISPE. Parent(s)/guardian(s) may, if needed and if approved by VUSD Risk Management, pay for and access multiple approved gyms to fulfill a student's required ISPE minutes.

14. **Question:** My child's activity ends prior to the conclusion of the school year. Will he/she still be required to participate in 400 minutes every 10 days?

Answer: Yes. CA education code requires 400 minutes every 10 days. If an ISPE sport/activity is scheduled to end prior to the end of an ISPE placement, that ISPE placement may not be considered. Please see your school's ISPE Coordinator/Teacher for more information.

15. **Question:** Can a parent sign off on ISPE minutes?

Answer: Probably Not. Unless the parent is a student of a secondary homeschool program in VUSD, like Homestead, parents are not allowed to be the ISPE vendors/providers/sign-offs. Completely independent study homeschool types of programs, like Homestead, have different rules - in these cases, the parent is the student's/child's teacher for all subjects, including PE, and so the parent can sign off on minutes. For all other educational placements that are not completely independent study/homeschool placements, parents may not sign off on ISPE minutes.

16. **Question:** Can a physical therapist or personal trainer sign off on ISPE minutes?

Answer: Probably not. Unless there is an approved medical PE waiver signed by a medical doctor specifically requests/requires this kind of ISPE and prohibiting all other kinds of PE/ISPE, physical therapists or personal trainers that are not an approved ISPE vendor may not sign off on ISPE minutes.

17. **Question:** Can my middle school student who is on ISPE play on a middle school sports team (e.g., Volleyball, Basketball, Cross Country, etc.?)

Answer: Yes, so long as all other minimum eligibility requirements for middle school sports participation are met; there is no prohibition against an ISPE student playing on a middle school sports team.

Required Documents

VUSD Independent Study Physical Education (ISPE) Application



Directions: Read the entire [VUSD ISPE Parent Handbook](#), then fill out this application and submit it to your child’s school-site office within the established application window.

Student’s name (Last, First):	Primary Parent/Guardian Name (Last, First):
Student’s phone #:	Student’s VUSD email address:
()	
Primary parent/guardian phone #:	Primary parent/guardian email address:
()	
Student’s current school of enrollment:	Student’s school of enrollment next year:
Current grade level	Grade level next year
6th 7th 8th 9th 10th 11th	7th 8th 9th 10th 11th 12th
Off-campus ISPE sport/activity (e.g., ballet, soccer, etc.):	Off-campus ISPE vendor (i.e., company, club, etc.):
Name of <u>primary</u> coach/contact of sport/activity vendor:	Phone # of <u>primary</u> coach/contact of sport/activity vendor:
	()
Number of typical weekly sport/activity minutes:	Circle all typical training and/or competition days:
	M T W TH F Sat Sun
Start date of off-campus ISPE sport/activity:	End date of off-campus ISPE sport/activity:
Signature of student*:	Signature of parent/guardian*:
Signature of <u>primary</u> coach/contact of sport/activity*:	Email address of <u>primary</u> coach/contact of sport/activity:

* By signing, parent(s)/guardian(s), student and coaches/vendors understand & agree to all VUSD ISPE rules and procedures as outlined in the VUSD ISPE Handbook and understand that all liabilities and costs associated with participation in the off-campus, non-VUSD, vendor-provided sport/activity are accepted by the parent, student & vendor. Signatures also indicate parent(s)/guardian(s) and student agree to and understand the ISPE log and log submission deadlines.

Checklist for Parent(s)/Guardian(s):

Have you attached a new or confirmed an existing valid certificate of insurance and other required documents from the ISPE sport/activity vendor?	
Yes	No

For VUSD School Site Office/Administrative Use Only

VUSD Risk Management-approved ISPE sport/activity?	Confirmation of sport/activity vendor's valid insurance certificate?
Yes No	Yes No
Is ISPE placement approved?	If ISPE placement is denied, circle reason(s) below:
Yes No	Grade-level ineligible GPA ineligible (below 2.0 cumulative)
Printed name of school site ISPE administrator:	Sport/activity ineligible Application received after deadline
Signature of school site ISPE administrator and date:	Vendor insurance absent/invalid/expired D/F in 9th grade PE
	Previously failed/removed from ISPE D/F in 6th grade PE
	Other _____
ISPE placement denial appealed by parent(s)/guardians?	Date of ISPE appeal request:
Yes No	
Brief description of the basis for the appeal:	
ISPE appeal committee decision:	ISPE appeal committee decision date:
Appeal sustained Appeal denied	
Printed names of ISPE appeal committee members:	Signatures of ISPE appeal committee members:

Ventura Unified School District
Independent Study (IS) Master Agreement; Full-Time and Part-Time/Course-Based

Student Name	ID #	Grade	Birth Date:
Address	Student Phone #	Parent Phone #	
School Year	Start Date	End Date	

Objective:

The student will complete the course(s) listed below during the current school year. All course objectives will be consistent with established district guidelines. Assignment and work record forms will include additional descriptions of the major objectives and activities of the course of study covered by the agreement. **It is understood that:**

- The purpose of this agreement is to enable the student to successfully reach the objectives, identified assignments and work record forms that will be part of this agreement. See Course Description forms for specific course, assignment objectives and methods of evaluation.
- VUSD will provide the teacher services, all instructional materials, access to technology devices needed and other necessary items and resources as specified for each assignment. Access to the teacher, counselor, support staff and all of the resources on the campus are free and available to all students during school hours. All hardcopy/digital textbooks and materials are provided and students may access classroom materials, staff and classroom technology during school hours.
- The student agrees to meet with the teacher regularly in accordance with the frequency, time, and location specified in the contract.
- Full-time IS students are expected to work on assigned lessons 4-6 hours each day, 5 days per week to complete sufficient work and credits to remain on track toward graduation. Course-based (part-time) IS students are expected to work on assigned lessons approximately 3.5 hours per week for each IS course.
- Full-time IS students should complete 6 courses (earn 30 credits) during a full semester. (A partial semester will be prorated accordingly.)

VUSD Course Title	VUSD Course #	# Credits	ISPE

Methods of Study and Resources: Methods of Study and Resources for each course will be provided by the teacher and listed on the course outline and rubric.

Methods of Evaluation: The Methods of Evaluation used to determine if the student met the academic objectives for each course are varied and may include signed time logs (i.e., IS Physical education), presentations, written or oral reports, written or oral tests, interviews, projects, demonstrations of skill, technology based presentations, completed assignments, portfolios, and teacher observation. The assignment specific methods of evaluation will be provided by the teacher and listed on the course outline and rubric.

Student:

I understand that:

- IS is an optional educational alternative that I have voluntarily selected. A classroom option is continuously available per EC§51747(c)7 and I may return to a regular classroom setting at any time. Section 48915, 48917 students (expulsion/suspended expulsions) may choose independent study, but also have a continuous choice of a classroom setting.
- By entering Independent Study, I have not waived any rights as a student and I am entitled to all VUSD services and resources.
- If I am a student with an Individualized Education Program (IEP), my IEP must specify my enrollment in Independent Study.
- Visitation on any other school campus requires expressed, advance permission from that school.
- For HS, if I achieve only **minimum** study requirements, I will be completing one 5-unit semester course every 4-5 weeks. At this minimum rate, I will complete only 20 semester credits, which puts me at risk for being off-track for graduation. A regular semester at a traditional high school is 30 credits.
- The maximum allowed time for the completion of any assignment is 2 weeks (per VUSD Board Policy).
- The student's work will be evaluated by _____, the assigned teacher of record and District certificated staff in accordance with performance expectations set forth by State standards and District criteria. The supervising teacher of record will report the student's academic progress to the student on a weekly basis at the scheduled one-on-one meeting. The supervising instructor will also communicate with Parents and/or Guardian regarding the Student's academic progress via email or telephone on a bi-monthly basis.
- Academic and other support to address student needs for those who are not performing at grade level or need support in other areas will be identified and provided by the teacher of record, supporting teachers, a counselor and/or administration.

These may include but are not limited to: modification of assignments/course, additional one-on-one meeting support, Student Study Team meetings, development of contract, counseling, and access to district resources (psychologist, homeless liaison, student support services, etc.)

I agree to:

- Be supervised by and meet at least once weekly with my assigned teacher, having one-on-one synchronous instruction/contact, on my assigned day and time _____ and at the location indicated: Room # _____.
- Complete assignments satisfactorily (with a minimum work product of _____ hours per week) and regularly turn them in when due to the teacher. I understand that after missed assignments/failure to meet weekly required work completion minutes and/or failure to attend the required weekly synchronous instruction meeting will result in an evaluation to determine whether independent study is an appropriate school program and may cause one or more of the following consequences: (1) A letter of concern to me/my parent; (2) A specially scheduled appointment; (3) A conference with the teacher, counselor or principal with my parent/guardian present; (4) Letter(s) of truancy; (5) Placement on academic probation; (6) An increase in the number of required appointments and/or the amount of time I must spend on campus; (7) Revocation of any work permit issued by the school; (8) Termination of this IS agreement and my return to a regular classroom program or an appropriate alternative.
- Obtain transportation to school for my scheduled appointments. I understand that a lack of transportation is NOT an acceptable reason for failure to meet with my teacher and turn in my completed assignments as scheduled.
- Complete my assigned work and achieve at least the minimum performance requirements of the course of study. I understand that credit, which is based on mastery of learning, can only be issued after I have successfully completed all assignments and had them evaluated by my teacher. I realize that a minimum of 75, and as many as 90 hours or more, can be required for each course/5 units of credit. I also understand that I must pass all tests pertinent to the assigned materials with a minimal score of 70% (per VUSD Board Policy).

Parent/Guardian:

I understand that:

- Individual course objectives are consistent with and evaluated in the same manner that they would be if the student were enrolled in a traditional program.
- I am liable for the cost(s) of replacement or repair for lost, willfully damaged or destroyed books and other school property checked out or borrowed by my student.
- Unless otherwise indicated, a teacher will meet with my son/daughter on a regular basis to direct and measure progress. The time and location of meetings with the teacher are indicated in the section above.
- I am expected to encourage my child to do more than the minimum study.
- I have the right to appeal any decision about my child's placement, school program or transfer according to District procedures.
- I may request to have my child return to in-person instruction from an independent study program at any time. My request will be processed and my child will be transitioned within 5 school days from the date of the request. The independent study program will work towards returning my child to their previous school if there is space. The final determination of school placement for in-person instruction will be determined by school capacity.
- I agree to ALL *the above conditions listed under "student" and "parent/guardian" above*

Agreement: We have read all parts of this contract and agree to all terms and conditions set forth herein.

Student	Date	Parent/Guardian	Date
Teacher of Record	Date	Other:	Date:

The Governing Board is committed to equal opportunity for all individuals in education. District programs, activities, and practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The Board shall promote programs which ensure that discriminatory practices are eliminated in all district activities. (BP 0410)

VUSD Independent Study Physical Education (ISPE)

ISPE Sport/Activity Log



Directions: Complete the entire log/timesheet below and submit it monthly by the established deadlines noted on the back side of this log. Please remember, if a minimum monthly submission deadline is missed, the ISPE student will be placed on ISPE probation. After any second late submission, consecutive or nonconsecutive, in that school year, the student's ISPE placement will be revoked. Online log submissions may be required depending on the ISPE Coordinator/Teacher.

1. Student's name (please print): _____

2. This log is for the month/year of: _____ / _____

3. Write in the number of ISPE minutes for each of the month's days below. Remember - number of minutes spent engaged in the approved ISPE sport/activity must total no less than 400 minutes every 10 school days - banking minutes is not allowed. ISPE minutes accrued over weekends & holidays that fall within a 10 school day period are permissible.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

4. Student Signature: Signature indicates above number of logged ISPE minutes is true and accurate

Signed, _____ Date _____

5. Parent Signature: Signature indicates above number of logged ISPE minutes is true and accurate

Signed, _____ Date _____

7. Primary Coach/Instructor's Signature: Signature indicates above number of logged ISPE minutes is true & accurate

Signed, _____ Date _____

6. For approved gym membership ISPE only (grades 10-12) - Dates and minutes of fitness classes and signature of fitness class instructors (Remember, VUSD gym membership ISPE requires that 280 minutes of the required 400 minutes every 10 days, 560 per month, be earned in fitness classes.)

Date	# Minutes	Name/type of fitness class	Instructor's signature confirming participation

Date	# Minutes	Name/type of class	Instructor's signature confirming participation

8. Schedule of deadlines for *minimum* frequency of ISPE log submissions - more frequent (weekly/bi-weekly) ISPE log submissions may be required per the ISPE Coordinator/Teacher . Remember that if one ISPE log submission deadline is missed, the ISPE student will be placed on probation. After any second (consecutive or nonconsecutive) late ISPE log submission occurs in a single school year, the student's ISPE placement will be revoked.

August ISPE log is due:	First Tuesday of September
September ISPE log is due:	First Tuesday of October
October ISPE log is due:	First Tuesday of November
November ISPE log is due:	First Tuesday of December
December ISPE log is due:	First Tuesday of January
January ISPE log is due:	First Tuesday of February
February ISPE log is due:	First Tuesday of March
March ISPE log is due:	Second Tuesday of April (after Spring Break)
April ISPE log is due:	First Tuesday of May
May ISPE log is due:	First Tuesday of June
June ISPE log is due:	Last Day of School

VUSD Independent Study Physical Education (ISPE) Vendor Insurance Requirements



The Ventura Unified School District requires that a current, valid “Certificate of Insurance” be supplied by the organization/team/business (vendor) providing the supervision of a student’s Independent Study Physical Education (ISPE). The Certificate of Insurance must have \$1,000,000.00 combined single limit coverage for personal injury or property damage, also have abuse and molestation coverage with the same coverage limit. These policies will name Ventura Unified School District as an additional insured.. It is the responsibility of the parent/guardian to obtain this certificate from the organization/team/business (vendor). Submit this certificate to your child’s school site. Please also know that parents must furnish an updated Certificate of Insurance prior to the expiration of the current certificate such that there is always a current, valid certificate in file during the entire duration of a child’s placement on ISPE with VUSD.

Estudio independiente de Educación Física en VUSD (ISPE) Requisitos de cobertura por el proveedor

El Distrito Escolar Unificado de Ventura requiere que un “Certificado de Cobertura” vigente y válido sea provisto por el proveedor (organización/equipo/negocio) que preste la supervisión del Estudio independiente de Educación Física (ISPE) de un estudiante. Dicho Certificado de Cobertura debe tener un límite de cobertura individual combinado de \$1,000,000.00 por lesiones personales o daño a propiedad, también tienen cobertura de abuso y abuso sexual con el mismo límite de cobertura. Estas pólizas nombrarán al Distrito Escolar Unificado de Ventura como asegurado adicional. Es la responsabilidad del padre/tutor legal obtener dicho certificado del proveedor (organización/equipo/negocio). El certificado debe entregarse a la escuela de su hijo(a). Por favor esté consciente que los padres deben presentar un nuevo certificado actualizado y vigente antes del vencimiento del certificado actual, de manera que siempre exista un certificado válido y vigente en el archivo durante el transcurso completo de la colocación del hijo(a) en ISPE con VUSD.

Ventura 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 Ventura Unified School District (hereinafter referred to as "Local Educational Agency" or "LEA") and Program Facility Name, (hereinafter referred to as "Program Facility."). LEA and Program Facility may be referred to herein individually as a "Party" and collectively as the "Parties."

 Name of Facility Providing Program

 Instructor Name

 Street Address

 Telephone Number

 City, State, Zip code

 E-mail Address

1. 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 Ventura 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 amount of \$1,000,000 per occurrence.
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 amount of \$1,000,000 per occurrence.
- 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

**Ventura 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
2. Fractured bones
3. Lacerations, abrasions, and avulsions
4. Unconsciousness
5. Paralysis
6. Disfigurement
7. Head injuries
8. Loss of eyesight
9. Death

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 Ventura 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, Acknowledgement 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

Ventura Unified School District
 Independent Study Physical Education
 Insurance Waiver and Assumption of Risk
****To be used only if ISPE contractor doesn't have abuse and molestation coverage**

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

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

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

Signature (Parent or legal guardian)	Date	
Home telephone	Mobile telephone	Work telephone
LEA Approval	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
LEA Administrator or Designee	Signature	Date

Ventura Unified School District
Independent Study
Consent for Background Check Waiver

****To be used only if ISPE contractor and its employees are not fingerprinted**

Student name	Student Number	Grade Level
Street Address	Age	Birth date
City, State, Zip Code	School of Enrollment	
Independent Study Program Contractor	Beginning Date	Ending Date
Address of Facility Providing Program	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 Ventura 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.

Name (Parent or legal guardian)	Main Telephone	Alternate Telephone
Signature (Parent or legal guardian)	Date	