



2024-25 Program Facility Written Agreement
Pleasant Valley School District
Independent Study Physical Education

This Agreement (the “Agreement”) is made and entered into on _____ by and between Pleasant Valley School District
 (hereinafter referred to as “Local Educational Agency” or “LEA”) and _____, (hereinafter
 referred to as “Program Facility.”)
(Date)
(Name of Program Facility)

 Name of Facility Providing Program

 Instructor Name

 Street Address

 Instructor’s Telephone Number

 City, State, Zip Code

 E-mail Address

Services

To provide an Independent Study Physical Education Program and activities for student: _____
Description of Services: _____
(Print Student Name)

 Independent Study Physical Education Activity

 Beginning Date

 Ending Date

Schedule:

 Activity Sessions Per Week

 Minutes Per Session

Name of Facility Instructor: _____

Learning/Instructional Objectives and Competencies to be Met:

- Training for advanced competition
- Develop specific skills related to the field of expertise including (list): _____
- Other: _____

Physical Education Development:

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

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

Description of Physical Activities:

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 regard 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 Pleasant Valley School District.

Standard of Care. Program Facility represents that the Program Facility and the Independent Study Physical Education Instructor have the qualifications and ability to perform the Services in a professional manner.

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.

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.”

Nature of Relationship. The parties agree the relationship created by this Agreement is that of an independent contractor. Program Facility and Instructor understand and agree that the Program Facility, and officers, agents, and employees of the Program Facility are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers’ Compensation Insurance laws.

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 the Program Facility from hiring employees as the Program Facility may deem appropriate to assist in the performance of services herein.

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.

Compliance with Laws.

- a. Program Facility hereby agrees that Program Facility officers, agents, and employees, shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wage 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.

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.

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.

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

Dispute Resolution.

- 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.

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

Indemnification. Program Facility agrees to defend, indemnify, and hold harmless 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

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, AGREEMENT, AND APPROVAL

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

Program Facility Representative	Signature	Date
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FOR INTERNAL USE ONLY:

SCHOOL SITE AGREEMENT

School Site Administrator (Print Name)	Signature	Date
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DISTRICT APPROVAL

District Administrator (Print Name)	Signature	Date
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