



# **Ventura Unified School District**

## **Independent Study Physical Education (ISPE)**

### **Handbook And Documents**

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**Introduction:**

Independent Study Physical Education (ISPE) is a voluntary alternative instructional strategy for providing regular education. Students work independently, according to a written agreement, and under the general supervision of a credentialed teacher. Attendance in IS is based on the time value of the student’s work product, as determined by the student’s supervising teacher.

California State Education Code does not require school districts to offer ISPE; VUSD chooses to provide it on a limited basis with specific eligibility criteria, an application window, and accountability measures.

ISPE is primarily approved for students engaged in highly competitive, year-round, non-recreational sports/activities that demand significant time for training, travel, and competition/performance. This option allows flexibility to support a student’s overall health and academic success. ISPE may also be appropriate for other students in other circumstances on a case by case basis. All students approved for ISPE are held to the same application timelines and bi-weekly participation minutes.

This handbook should be reviewed carefully before applying for ISPE, as it outlines all VUSD rules and procedures. For questions, contact your child’s school’s ISPE Coordinator/Teacher. If further clarification is needed, contact the school site administrator, and if necessary, the VUSD Director of Secondary Education in Education Services.

**Participating Schools:**

Beginning in the 2025-2026 school year all students in 6th-12th grade are eligible to apply for ISPE.

<b>Middle Schools</b>	<b>High Schools</b>
<b>Anacapa</b>	<b>Buena</b>
<b>Balboa</b>	<b>Foothill</b>
<b>Cabrillo</b>	<b>El Camino</b>
<b>DATA</b>	<b>Pacific</b>
	<b>Ventura</b>

**\*Note:** Please note that due to some specialized programming at individual secondary schools, there may be some variation in ISPE expectations and procedures.

**\*\*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, FTTHS, 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 by request in the front office of all VUSD secondary sites. They are also available online at:

<https://www.venturausd.org/services/educational-services/independent-study-pe-ispe>

**Application Windows:**

<b>Spring Window Currently Enrolled VUSD Students (for ISPE participation the following August/Fall)</b>	<b>March 1st - April 30th</b>
<b>Mid Year Window Currently Enrolled VUSD Students (for ISPE participation in Semester 2 of current year)</b>	<b>Last Week of Semester 1 - First Week of Semester 2</b>
<b>NEW Transfer Student to VUSD Window</b>	<b>Two week window upon enrollment date</b>
<b>VUSD Athlete Returning to ISPE Window</b>	<b>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.</b>

**All ISPE applications and required documents must be submitted to the school site within the application windows.**

**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. Pacific High School may also enroll students in ISPE at each grading term in alignment with their enrollment calendar.

**Required Documents:**

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

**Certificates of Insurance from Sport/Activity Vendors:**

Certificates of insurance must be current. ISPE hours may not be counted if a certificate of insurance has expired. It is the students'/parent/guardian's responsibility to provide VUSD with proof of an updated certificate of insurance from the vendor regularly.

### **Student Eligibility Criteria:**

ISPE applicants must be entering or currently enrolled in the 6th - 12th grades.

Students are required to maintain a **2.0 GPA** to remain in ISPE. Should an ISPE student's GPA fall below a 2.0 at any quarterly grade/marketing period, the ISPE student will be placed on **academic probation** for the next grade/marketing period. **If the student does not meet the 2.0 criteria at the end of the probation period or any subsequent grading period, then the student will be removed from ISPE and placed back into a PE class during the regular school day for the remainder of the school year.**

### **Required Activity Minutes:** (*Education Code Section 51222*)

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.

### **ISPE Activity Logs:**

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. Monthly deadlines are determined by each school site. All ISPE log submissions will be communicated and scheduled in advance by ISPE Coordinators/Teachers at each site.

1. If a VUSD ISPE Coordinator 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 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.

### **ISPE Grading:**

Students earn a PASS (P) or a NO PASS (NP) grade for ISPE. Traditional letter grades are not used for ISPE. A PASS grade in high school earns 5 academic credits. 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.

### **In order to PASS ISPE students must:**

1. Turn in ISPE logs on time; late log acceptance is under the discretion of the ISPE coordinator and may only include illness and or other documented hardships.
2. Complete the appropriate number of minutes required for that time period (400 minutes/10 days)

**Note:** Middle School students who fail a semester of ISPE may reapply for ISPE in high school.

### **Sport/Activity Restrictions:**

All sports/activities must be authorized by VUSD Risk Management. All sport/activity vendors are required to hold a current, **valid certificate of insurance** on file with VUSD to be eligible for ISPE consideration.

Parents/guardians are also required to sign the VUSD ***Informed Consent and Liability Release***.

1. 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.
2. 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. Otherwise the ISPE placement will be revoked and the student will be enrolled in an on-campus PE course. Please see the VUSD ISPE Vendor Insurance Requirements.

### **Gym Memberships:**

Gym membership ISPE is an option for qualified **10th - 12th grade students** under the following conditions:

1. Eligible 10th-12th grade gym membership ISPE must have successfully passed 9th grade PE with a grade of C or better.
2. Students may be asked to provide gym check-in documentation from their electronic membership accounts at any time to confirm participation if students are not getting signatures from their class instructors (spinning, yoga, HIIT etc.)

### **ISPE Student Schedules and Logistics:**

For middle school ISPE students:

1. When space is available, an ISPE student may request an additional elective in lieu of the PE period. 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.
2. 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:

1. 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 Roles & Responsibilities:**

**VUSD Director of Risk Management** – Determines which ISPE sports/activities and vendors meet district requirements, including valid insurance certification. Decisions on eligibility are final and not subject to appeal.

**VUSD Director of Secondary Education** – Chairs the ISPE appeal committee for denied applications. Has sole discretion over exemption requests for student-athletes barred from CIF sports by a national governing body. Committee decisions are final.

**VUSD Middle & High School Administration** – Each site designates an ISPE Administrator to oversee the ISPE program, address parent concerns, and coordinate appeals. Administrators build master schedules prioritizing ISPE students' needs and manage ISPE Coordinator/Case Manager stipends and selection.

**Middle & High School Counselors** – Support ISPE students with academic scheduling and refer them to the ISPE Coordinator/Case Manager as needed.

**School Site ISPE Coordinator/Teacher** – Reviews monthly ISPE logs, serves as the primary contact for parents, and holds final authority over ISPE grades and minute verification per California Education Code.

**Parent(s)/Guardian(s) of ISPE Students** – Responsible for submitting application paperwork, ensuring vendor insurance is valid, and monitoring student compliance with ISPE log requirements.

**ISPE Student** – Must complete all ISPE program requirements, accurately log minutes, and submit paperwork on time. Late submissions may result in removal from ISPE.

## **Frequently Asked Questions (FAQ's):**

**Question:** *“What is new in the 2025-2026 ISPE Handbook?”*

**Answer:** There are four noteworthy differences:

1. 6th graders are now eligible for ISPE
2. Students who drop below a 2.0 GPA will have a probation period for one quarter to raise their grades prior to being removed from ISPE for the rest of the school year.
3. There are no specific sport restrictions for ISPE as long as they meet Risk Management Guidelines and the education code requirement of 400 minutes every 10 days.
4. Students may access an extra elective during their vacant PE period with administrative approval if there is space in the elective class

**Question:** *“How do I find out if my child's off-campus sport/activity qualifies for ISPE, and if the vendor can be authorized?”*

**Answer:** Contact your school's ISPE Coordinator/Case Manager for a review. They will work with VUSD's Risk Management to assess eligibility. If only a valid certificate of insurance is missing, it is the parent/guardian's responsibility to obtain it. Requests must be initiated early, as reviews during the application window are not guaranteed to be completed in time. Risk Management decisions are final, with no appeal process.

**Question:** *“Can I appeal my child’s ISPE application denial at the school site?”*

**Answer:** If denied by the school, but **not by Risk Management** (which is final), parents may appeal via email to the site administrator. The application will be reviewed by the VUSD Director of Secondary Education, whose decision is final.

**Question:** *“Will my child’s ISPE application be denied if they cannot leave campus during their free period?”*

**Answer:** Maybe. Schools lack staff to supervise students with free periods. ISPE periods are scheduled at the start or end of the school day whenever possible. In special cases, principals may approve exceptions for verified transportation hardships.

**Question:** *“Can my child use their ISPE free period as a teacher/office aide?”*

**Answer:** Unlikely. New state rules limit non-curricular periods like office/teacher aide. Availability is at the school’s discretion and is minimal. Instead, students may be placed in Peer Tutoring if they qualify.

**Question:** *“My middle schooler plays multiple local sports year-round. Are they eligible for ISPE?”*

**Answer:** Maybe. ISPE is for students with rigorous training that meets/exceeds **400 minutes per 10 school days**. Most recreational-level teams do not meet this requirement, but parents can work with the school to demonstrate eligibility.

**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 formal agreement with VC whereby ECHS students receive VC Kinesiology registration benefits which does not extend to students enrolled in BHS, FTHS, PHS or VHS. ECHS also has a state waiver to allow its students to enroll in VC PE courses.

**Question:** *“Can my child log zero ISPE minutes for half the month and double the second half?”*

**Answer:** No. **California law requires 400 minutes every 10 school days**. If an illness prevents participation, a doctor’s note is required. Extended absences may require an alternative PE plan.

**Question:** *“How is my student graded 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).

**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.

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

**Answer:** Typically 2 hours (120 minutes). Exceptions may be granted in advance for special events or competitions.

**Question:** *“For gym-based ISPE, must my child have a gym membership? Can they use multiple gyms?”*

**Answer:** Yes. Parents are responsible for all ISPE costs, and students may use multiple approved facilities if necessary.

**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.

**Question:** *“Can a parent sign off on ISPE minutes?”*

**Answer:** Unlikely, unless the student is enrolled in an alternative secondary education program such as Homestead, El Camino, or Pacific. Some traditional school program exceptions may apply and require administrative and district approval.

**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.

**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

- Form A:** ISPE Application and Master Agreement
- Form B:** Vendor Certificate of Insurance (must attach)
- Form C:** Program Facility Written Agreement
- Form D:** Informed Consent and Liability Release and Acknowledgment and Assumption of Risk
- Form E:** Insurance Waiver and Assumption of Risk \*\*To be used only if ISPE contractor doesn't have abuse and molestation coverage
- Form F:** Consent for Background Check Waiver \*\*To be used only if ISPE contractor and its employees are not fingerprinted
- Form G:** ISPE Student Log \*\*Turned in by student monthly

# FORM A: VUSD Independent Study Physical Education (ISPE) Application & Master Agreement



**Directions:** Read the entire [VUSD ISPE Handbook](#), then complete this application and master agreement. Submit all required documents to the school-site office during the 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.**

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)

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

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

**For VUSD School Site Office/Administrative Use Only**

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

## **FORM B: VUSD Independent Study Physical Education (ISPE) Vendor Certificate of 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.

# FORM C

## 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

# FORM D

## 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

# FORM E

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	_____ Approved	_____ Not Approved
_____ LEA Administrator or Designee	_____ Signature	_____ Date

# Form F

Ventura Unified School District  
Independent Study Physical Education  
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	

# Form G: 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

