CONEJO VALLEY UNIFIED SCHOOL DISTRICT

INDEPENDENT STUDY PHYSICAL EDUCATION CONTRACT

2026 - 2027 ACADEMIC YEAR

To be completed by Parent/Student

Please Print Clearly

Student Name:_____Parent's Name:_____

Address:_____ City:_____

Zip Code:_____ Parent's Cell Phone:_____

School:_____ Grade:_____ Student ID:_____
(as of Fall, 2026)

ISPE Agency/Facility:_____ Instructor:_____

ELIGIBILITY

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

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

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

🕓TIMELINE FOR SUBMITTAL OF ISPE APPLICATION:

For First Semester (Grades 7-12):
This deadline is for students applying for Semesters 1 and 2:
Applications must be received in the Counseling Office by **March 13, 2026**
Acceptance/Denial letters will be **emailed upon final review.**

For Second Semester (Grades 6-12):
Applications must be received in the Counseling office by **November 20, 2026**
Acceptance/Denial letters will be **emailed upon final review.**

HOW TO APPLY FOR INDEPENDENT STUDY PHYSICAL EDUCATION

Student Name:_____

Instructor *initials* each line as completed -

THE AGENCY REPRESENTATIVE AND/OR INSTRUCTOR ARE TO:

(Instructor ***initial*** **below)**

____Complete and sign the Agreement to Provide Independent Study Physical Education

____Complete and sign the Program Facility Written Agreement

____Attach *written evidence* of the background, training, and experience of the Agency and the Instructor, including a resume.

____Complete and sign the Independent Study Physical Education Indemnification and Insurance Agreement.

____Attach copies of Agency Certificates of Insurance as described in the Indemnification and Insurance Agreement.

____The ISPE Instructor understands he/she will assist in the development of an educational plan for each student, monitor each plan on a regular basis, maintain appropriate attendance records to verify minimum attendance requirements, maintain records and prepare reports as required by the District and State.

Student *initials* each line when completed -

THE STUDENT AND PARENT ARE TO:

(Student ***initial*** **below)**

____Complete and sign the Independent Study Physical Education Contract

____Complete and sign the Voluntary Sports/Athletic Event or Activity Informed Consent and Liability Release Acknowledgment and Assumption of Risk Form

____Complete and sign the Consent for Background Check Waiver (If applicable) To be used when the program facility or vendor does not perform a background check on their employees.

____Complete and sign the Insurance Waiver and Assumption of Risk (if applicable)

____Attach copies of report cards for one year prior to request for ISPE *Note: report card must reflect a 2.0 grade point average or above and a grade of "C" or better in P.E.

___ Attach evidence of current standings, rankings, accomplishments, recent performances that proves student is competing at a highly advanced level. Must be individually ranked in a solo competition or performance.

____The student understands that he/she must meet with the ISPE Instructor on a regular basis to discuss the program and evaluate the student's progress

____The student and parent understand that the student must reapply every year for ISPE. If a student must change instructors or agencies during the school year, a new application packet must be submitted and approved prior to the effective date of the change. Attendance in the ISPE program will be suspended until the new application is approved.

____ Copy the completed application for your records BEFORE handing in the application.

____Submit the completed application packet to the Counseling Office observing the Timeline as it appears on the Independent Study Physical Education Contract.

The application will then be reviewed by the Principal for acceptance or denial.

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

CONTRACT FOR INDEPENDENT STUDY P.E.

Student Name_____ **Subject Area**_____
(Please Print)

Name of Instructor_____ **Facility/Agency**_____
(Please Print)

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

Students Check:
_____ Semester 1
_____ Semester 2

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

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

Hours per day_____ **Days per week**_____
***Total hours per week**: _____
(*Must equal or exceed ten (10) hours per week supervised, direct training)
Failure to complete the required 10 hours per week will result in a grade of "Fail" at the marking period, no exceptions.

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

5. Method of Evaluation of the Objectives:

CONTRACT FOR INDEPENDENT STUDY P.E.

Student Name:_____

(Please Print)

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

7. **Student Responsibilities: (Student must initial.)**
   - **_____ Take the District & State Mandated PE. The Counseling Office will notify you of the dates/times.**
   - **_____ Must meet at least 10 hours per week of supervised, direct training**

CONEJO VALLEY UNIFIED SCHOOL DISTRICT

AGREEMENT TO PROVIDE INDEPENDENT STUDY PHYSICAL EDUCATION

The following is to be completed by Instructor/Coach:

Student Name:_____School: _____ Grade: _____

(As of Fall, 2026)

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

Only students who are competing at the Olympic, elite or advanced level will be admitted to the Independent Study Program. Student must provide proof of individual ranking in a solo competition and/or performance.

AGENCY (Please Print)

Name:_____

Representative:_____

Title:_____

Address:_____

City:_____Zip Code:_____

Day Phone :(_____)_____

INSTRUCTOR (Please Print)

Name:_____

Day Phone :(_____)_____

Email Address:_____

Is the Instructor an independent contractor at the facility? Check: Yes_____ No_____

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

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

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

_____ Date:_____

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

_____ Date:_____

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

CONTRACT FOR INDEPENDENT STUDY P.E.

Student Name:_____
(Please Print)

Signatures:

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

2. **Parent's Signature_____Date:_____**

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

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

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

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

_____Acceptance _____Denied/Comments:_____

Conejo Valley Unified School District

Independent Study Physical Education Program Facility Written Agreement

This Agreement (the "Agreement") is made and entered into this [ ] (Date) by and between Conejo Valley Unified School District (hereinafter referred to as "Local Educational Agency" or "LEA") and [ ], (hereinafter referred to as "Program Facility."). LEA and Program Facility may be referred to herein individually as a "Party" and collectively as the "Parties."

Name of Facility Providing Program	Instructor Name
Street Address	Telephone Number
City, State, Zip code	E-mail Address

1. Services

   To provide an Independent Study Physical Education program and activities for [ ]
   Description of Services — Student Name

Independent Study Physical Education Activity	Beginning Date	Ending Date

2. Responsibilities. The Independent Study Physical Education Program Facility and Instructor agree to cooperate fully with the LEA in the conduct of the Independent Study Physical Education Program in regards to the quality of instruction, dates and times of instructional sessions, immediate supervision of the student, attendance records, and evaluation of the student's performance and progress. The time spent in instruction for the student must total not less than 400 minutes each 10 school days. Independent Study Physical Education must continue for a complete semester or school year. Failure to satisfy these requirements will result in forfeiture of the right to conduct an Independent Study Physical Education Program with the Conejo Valley Unified School District.

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

4. Authority. Program Facility represents and warrants that Program Facility has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

5. Payment. Payment for physical education instruction and training and the use of the facility are the responsibility of the parents of and/or the student named under "Services."

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

7. Assignment. Program Facility shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the LEA, which may be withheld by the LEA in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Program Facility hiring employees as Program Facility may deem appropriate to assist in the performance of services herein,

8. Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

9. Compliance with Laws.

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

b. Compliance with laws includes California Code of Regulations Title 8, Section 3203, Injury and Illness Prevention Program, Section 3205, COVID-19 Prevention Program, and all other applicable safety and health regulations, so long as such regulations remain in effect.

10. Non-Discrimination and Equal Employment Opportunity. Program Facility represents and agrees that it does not and shall not discriminate against any employee, applicant for employment, or customer because of race, color, national origin, genetics, sex/gender, gender expression, religion, age, or disability.

11. Background Check/Fingerprinting. (Program Facility: please choose option a, **or** b, and initial the preferred option)

a. _____ (Initial here) Program Facility shall ensure that Program Facility and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. When Program Facility performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Or,

b. _____ (Initial here) LEA shall ensure that the parent or guardian of the student has signed a consent form before the student's interaction with a person employed by the Program Facility, attesting that the parent or guardian understands that the person employed by the contractor has not completed a valid criminal records summary as described in California *Education Code* section 44237.

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

13. Dispute Resolution.

a. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

b. The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is $5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

c. If the amount in any unresolved dispute exceeds $5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 14, Attorney Fees, the cost of the mediator shall be borne equally by the parties.

d. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association.

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

15. Indemnification. Program Facility agrees to defend, indemnify, and hold harmless LEA, its governing board, officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Program Facility or those of any of its officers, agents, employees, of Program Facility, whether such act or omission is authorized by this Agreement or not. Program Facility further hereby waives any and all rights of subrogation that it may have against the LEA. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence or wrongful acts of the LEA or any of its governing board, officers, agents, employees, and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party's legal representatives, successors, and assigns

16. Insurance.

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

1) Commercial General Liability Insurance. Program Facility shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of $1,000,000 per occurrence and $2,000,000 aggregate.

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

2) Workers' Compensation Insurance. Program Facility shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Program Facility shall procure and maintain Employers' Liability insurance coverage of $1,000,000. Absent proof of Workers' Compensation Insurance, Program Facility will submit a statement indicating the reason Workers' Compensation Insurance is not required.

3) Abuse and Molestation Coverage. Program Facility shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of $2,000,000 per occurrence and $4,000,000 aggregate.

b. Program Facility's insurance shall be primary and will not seek contribution from any other insurance available to the LEA. Program Facility further hereby waives any and all rights of subrogation that it may have against the LEA. Required endorsements are listed below.

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

d. Endorsements. Program Facility's Commercial General Liability insurance and Abuse and Molestation coverage shall name the LEA, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be indicated below or an equivalent endorsement reasonably acceptable to the LEA.

1) General Liability: CG 20 26 10 01

2) Primary, Non-Contributory: CG 20 01 01 13

3) Waiver of Subrogation: CG 24 04 05 09

e. Broader Coverage, Higher Limits. If the Program Facility maintains broader coverage and/or higher limits than the minimums shown above, the LEA requires and shall be entitled to the broader coverage and/or higher limits maintained by the Program Facility.

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

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

1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of the Program.
2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the Program.
3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Program Facility must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Program.

g. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the LEA.

h. Failure to Procure Insurance**.** Failure on the part of Program Facility, to procure or maintain required insurance shall constitute a material breach of contract under which the LEA may immediately terminate this Agreement.

ACKNOWLEDGEMENT AND AGREEMENT

I have read this agreement and agree to its terms.

Program Facility Representative	Signature	Date

School Site Consent

School Principal or Designee	Signature	Date

District Approval

Grade Span Director	Signature	Date

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

Independent Study Physical Education Provider	Telephone Number
Street Address	Start Date
City, State, Zip code	End Date

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

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

- ❑ Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. In the case of any activities which are hired or subcontracted, Provider shall require all vendors and subcontractors to provide Workers' Compensation Insurance for all of the vendor's and/or subcontractor's employees to be engaged in such activities unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Employers' Liability coverage in the amount of $1,000,000.
- ❑ Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, General Liability Insurance coverage in the amounts of $1,000,000 per occurrence and $2,000,000 aggregate.
  Commercial General Liability insurance shall include products/completed operations, broad form property damage of $100,000, and personal and advertising injury coverage.
  Any and all vendors and subcontractors hired by Provider in connection with the activities described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.
- ❑ Abuse and Molestation Coverage. Provider 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.

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

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

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

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

I have read this agreement and agree to its terms

Provider Representative Signature	Provider Representative Name (Please Print)	Date

CONEJO VALLEY UNIFIED SCHOOL DISTRICT
INDEPENDENT STUDY P.E.
VOLUNTARY SPORTS/ATHLETIC EVENT OR ACTIVITY
INFORMED CONSENT AND LIABILITY RELEASE
ACKNOWLEDGMENT AND ASSUMPTION OF POTENTIAL RISK

Student name	M F Sex	Birth date

Parent or legal guardian (Please print)	Student address

School	Sport/Activity	Coach/Instructor

I authorize my son/daughter, named above, to participate in the indicated sport/athletic event or activity. I understand and acknowledge that sport/athletic activities, by their very nature, pose the potential risk of serious injury and/or illness to the individuals who participate in such sport/athletic events or activities.

This sport/athletic event or 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 and concussions
8. Eye injuries, loss of eyesight
9. Death

I understand and acknowledge that participation in sport/athletic events or activities is completely elective and voluntary and as such is not required by the District for completion of graduation requirements. I also understand that, if I do not consent to my son's/daughter's participation in the sport/athletic event or 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 sport/athletic event or activity. To the extent permitted by the Education Code, any participant determined to be in violation of behavior standards may be removed from this sport/athletic event or activity.

I understand and acknowledge that in order 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 sport/athletic events or activities.

I agree to, and do hereby release and hold the District and its 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 sport/athletic event or activity.

I acknowledge that I have carefully read this "Voluntary Sports/Athletic Event or Activity, Informed Consent and Liability release, Acknowledgment and Assumption of Potential Risk" form and that I understand and agree to its terms.

Signature (Student)	Date

Signature (Parent or legal guardian)	Date

Home telephone	Work telephone	Mobile telephone or pager

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

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 Conejo Valley Unified School District waive the requirement for the Facility providing the Independent Study Physical Education Program for my son/daughter, named above, to procure and maintain Abuse/Molestation insurance coverage.

As a condition to this request to waive Abuse/Molestation insurance coverage, I agree to the following:

_____ (Initial here) I will be at the Facility providing the Independent Study Physical Education at all times that my son/daughter is at the facility;

_____ (Initial here) I will not leave my son/daughter alone with anyone at the facility. I will maintain visual observation of my son/daughter at all times that my son/daughter is at the facility, except when my son/daughter is in restroom facilities;

_____ (Initial here) If I cannot maintain visual observation of my son/daughter at all times, except when my son/daughter is in restroom facilities, then my son/daughter will not qualify for Independent Study Physical Education at the named facility.

_____ (Initial here) In the event I am unable to attend and supervise my son/daughter at the facility, I agree to either not have my child participate on that day or to secure the assistance of an adult known to me and to my child to step in and meet my obligation. (Please note: ISPE facility site staff are not eligible to be the other adult designee.)

_____ (Initial here) I acknowledge that the school is relying on my representations to provide the necessary direct supervision of my child. Should I and/or a substitute adult fail to appear, and my child be at the facility on that date, I waive and relinquish on behalf of my child any claim loss or damage arising out of the activity.

Independent Study Physical Education, having no school staff present, poses some inherent risk of a participant being seriously harmed and/or maltreated. This harm and/or maltreatment could include, but is not limited to, the following: 1) Mental abuse, 2) Physical abuse, 3) Sexual abuse, 4) Sexual assault, and 5) Sexual molestation.

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

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

Signature (Parent or legal guardian)	Date

Home telephone	Mobile telephone	Work telephone

LEA Approval ☐ Approved ☐ Not Approved

LEA Administrator or Designee	Signature	Date

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

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

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

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

Conejo Valley Unified School District
Certification of Exemption from Workers' Compensation Insurance

Provider Name	Business License Number
Street Address	City, State, Zip Code
Business Telephone	Business E-mail Address
Services Provided	Agreement/Contract Date

I certify that I am an independent contractor as defined in California *Labor Code* section 3353 and subject to the requirements of California *Labor Code* section 2776.

I certify that I am exempt from maintaining workers' compensation coverage. I further certify that I do not and will not employ, during the performance of work or service described in the Agreement/Contract referenced above, any person, described in California *Labor Code* sections 3351, 3351.5 and 2775 et seq., in any manner so as to become subject to the workers' compensation laws of the State of California.

I also certify that if in the future I should employ persons to perform work pursuant to this Agreement, in a manner that causes me to be subject of the workers' compensation laws of the State of California, I shall immediately obtain workers' compensation insurance coverage and provide the Local Educational Agency with a certificate of insurance as evidence that I am in compliance with such laws.

Should any court of law, administrative agency or department thereof, or state board find any subcontractors that I hire to be employees, I agree to defend, indemnify, and hold harmless the Local Educational Agency, its governing board, officers, employees, agents, successors, or assigns from any and all claims, demands, monetary or other losses, and expenses whatsoever, including reasonable legal fees and costs, arising from the findings of the court of law, administrative agency or department thereof, or state board.

This Certification of Exemption from Workers' Compensation Insurance shall survive termination of the referenced Agreement, for any reason whatsoever, and binds Provider's legal representatives, successors, and assigns.

I attest that the information provided on this Certification of Exemption from Workers' Compensation Insurance is true and accurate.

Provider signature	Date