

**SANTA BARBARA SCHOOL DISTRICTS, SECONDARY EDUCATION
INDEPENDENT STUDY PHYSICAL EDUCATION**

**HOLD HARMLESS AGREEMENT
(Agency/Instructor/Coach)**

_____ (Agency/Instructor/Coach) hereby agrees to defend, indemnify and hold the Santa Barbara School Districts, its directors, officers, agents, employees and individual members, free and harmless from and against any and all liability, claims, demands, causes of action at law or equity, expenses and costs (including attorneys' fees), or loss of any sort of personal injury (including death) and property damage that may arise during or because in any way by such use, operation, occupancy, acts, omissions, and/or condition of premises under Independent Study Physical Education Program participation.

_____ (Agency/Instructor/Coach) further agrees, pursuant to the hold harmless agreement above, to procure and maintain at its sole expense Commercial General Liability insurance naming the Santa Barbara School Districts, Secondary Education, its Board of Trustees, officers, employees as additional insured, for the protection of the Santa Barbara School Districts, with limits no less than \$2,000,000 combined single limit per occurrence for personal injury and/or property damage.

_____ (Agency/Instructor/Coach) shall provide the District with a certificate of insurance (Accord Form 26-S) and additional insured endorsement form (ISO CG 2026) evidencing all required coverage. understands and agrees that he/she and all of his/her employees or agents shall not be considered officers, employees or agents of the Santa Barbara School Districts, as they relate to the Independent Study Physical Education program.

Dated: _____

Agency/Instructor/Coach's name _____ Phone number _____

Agency/Instructor/Coach's signature _____

Athlete's name _____

**Santa Barbara School Districts, Secondary Education
Independent Study Physical Education (I.S.P.E.)**

INSTRUCTOR'S STATEMENT OF RESPONSIBILITY

The outside independent agency/instructor/coach must submit this completed form and meet specific District criteria related to liability prior to being approved as an independent study agency for a student. The supervision of I.S.P.E. activities must be performed by a coach who is at least 21 years of age, who has a certificate or credential in that activity, or who has participated for at least 4 years at a collegiate/world class level in that activity. As such, you are required to describe your background and experience that qualify you or your agency for training at this level. This must be attached to this "Instructor's Statement of Responsibility". Please also attach a résumé for the instructor who will be doing the training.

I understand the concept of the Independent Study Physical Education program and accept the responsibility as _____ (Student's name) coach. I understand the requirements associated with this request to provide I.S.P.E. to students in the Santa Barbara School Districts in the conduct of this program. We agree to assume all responsibility for _____ . (Student's name)

I will PERSONALLY instruct this athlete for a minimum of 400 minutes every two (2) weeks. In addition, I will sign his/her time logs, as well as PERSONALLY write and sign his/her quarter and semester evaluations which will include a one page statement evaluating the athlete's participation and progress towards stated goals and objectives. If there are any questions regarding the I.S.P.E. program, or your athlete, please contact the I.S.P.E. Coordinator at the athlete's school site.

Dated: _____

Agency/Instructor/Coach's name _____ Phone number _____

Agency/Instructor/Coach's signature _____

Athlete's name _____

Santa Barbara School Districts, Secondary Education
Independent Study Physical Education (I.S.P.E.)
Course Requirements

1. The participation requirements must equal or exceed the hourly requirement of the district P.E. program; 400 minutes of direct instruction every two weeks.
2. I.S.P.E. logs must be submitted indicating days and hours of instruction. Logs must be signed by your instructor and parent. Logs are available from your I.S.P.E. coordinator. On the Wednesday of the last week of the quarter/term, a one-page paper is due from the student indicating his/her self-evaluation of progress toward stated goals. In addition, a one-half page statement personally written and signed by the I.S.P.E. coach/instructor is due which indicates that satisfactory progress is being made toward the goals.
3. On the Wednesday of the last week of the semester, a two-page paper is due which must include: (a) the student's evaluation of his/her success in attaining the stated goals and objectives, answers to the questions on the report form relative to the student's sport/activity, and a statement indicating future goals if the student intends to continue the same activity for an additional semester, and (b) a one-page statement personally written and signed by the I.S.P.E. coach/instructor evaluating the student's semester participation and progress.
4. All second semester grade 7 and 9 I.S.P.E. students must make arrangements with the I.S.P.E. coordinator to take the state mandated California Physical Fitness test. The results of such tests must be recorded, signed and dated by the physical education instructor administering the test. This information must be turned in during the second semester.

Dropping an Independent Study P.E. Course

1. A student may drop a class anytime during the first four weeks of a semester (two weeks for the 4 X 4 schedule) without a grading penalty on the student transcript, if approved by the parent/guardian and school counselor.
2. After the fourth week (second week for the 4 X 4 schedule) of the semester a student who drops a class will receive a withdraw/no credit on the student transcript.
3. No class may be dropped within 30 school days (15 days for the 4 X 4 schedule) of the final marking period, nor may any class be added for transfer units within 30 school days (15 days for the 4 X 4 schedule) of the final marking period.

**Santa Barbara School Districts, Secondary Education
Independent Study Physical Education (I.S.P.E.)**

Student Contract

ISPE Requested for:

Student I.D. # _____

Fall _____
Spring _____
Both _____

Activity: _____

Name: _____ Birthdate: _____ Age: _____ Grade: _____

Address: _____

Parent/Guardian name: _____ Business phone: _____

Home phone: _____

Teacher/Coach/Instructor: _____ Phone: _____

Business name (if appropriate): _____

Business address: _____

Location of formal instruction: _____

Coach/Instructor's method of evaluation: ___ Test ___ Demonstration of skills ___ Oral presentation

___ Logs ___ Observation

Other: _____

Signatures: (We have read the terms of this contract and hereby agree to all the conditions set forth)

1. Student: _____ Date: _____

2. Parent/Guardian: _____ Date: _____

3. Teacher/Instructor/Coach: _____ Date: _____

4. P.E. Department Chairperson: _____ Date: _____

Completed contracts will be approved/denied by the I.S.P.E. Coordinator

I.S.P.E. Packet Requirement #2

Santa Barbara School Districts, Secondary Education Independent Study Physical Education (I.S.P.E.)

Criteria and Guidelines

To qualify for I.S.P.E. a student must have a Grade Point Average (GPA) of 2.0 and no conduct violations. In addition, the student must meet the following criteria:

The student is an exceptionally gifted athlete who is competing at a state or national competition level. A student participating in a non-ranked activity must be in advanced level courses. A portfolio documenting the competition level and performance history must be included in the application.

1. The activity in which the student wishes to participate must not be the same as one provided by the student's school. A student may receive I.S.P.E. credit for participating on a non-school sports team as long as the team's season does not overlap the school's season for the same sport.
2. The supervised instruction requirement must be equal to or exceed the hourly requirement of the district P.E. program as follows: 400 minutes every 2 weeks.
3. The parent will be required to sign a Parent Release of Liability Form which holds the District harmless from any liability or claims as a result of the I.S.P.E. program.
4. All I.S.P.E. instructors/coaches are to provide insurance verification and the hold harmless agreement provided in this packet.
5. All Students in grade 7 and 9 are required to complete the California Education Department's physical education fitness test at the same time as all the other students in these grades. It will be the responsibility of the student applicant to insure that he/she notifies the physical education department chair to arrange for their participation in the state mandated testing program. The student is required to complete the test before credit for ISPE will be granted.
6. Students must receive at least a passing score on the CA Physical Fitness Test in either 7th or 9th grade tests to be eligible to participate in the ISPE program.
7. Students in grades 11 and 12 who have completed their two years of P.E. credit for graduation may take I.S.P.E. as an elective if they meet the criteria for participating in I.S.P.E.
8. The parent/guardian agrees to undertake all transportation of the student to and from I.S.P.E. The District will not provide transportation.
9. **While the schools will establish certain requirements in implementing this policy, the Santa Barbara School Districts and its schools are not responsible for the quality or conditions of instruction conducted off school premises in the I.S.P.E. program.**

**Santa Barbara School Districts, Secondary Education
Independent Study Physical Education (I.S.P.E.)**

STUDENT GOALS

Statement of performance objectives: (What do you plan to achieve during the time of this contract?)

Please list your specific, measurable goals:

Goals	Learning Activities
1.	
2.	
3.	
4.	
5.	

Note: For one ISPE course, the student must work with supervised instruction for a minimum of 400 minutes every two weeks.

Please indicate below how you plan to fulfill this time obligation:

Day	Activity	Specific Workout Routine Details	Daily Time Schedule	Practice Location	Total # Of Minutes

Total time in minutes every week: _____

Santa Barbara School Districts, Secondary Education

**PARENT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT FOR
INDEPENDENT STUDY PHYSICAL EDUCATION PROGRAM PARTICIPATION**

This is a release of liability and assumption of risk agreement. Read it carefully and sign below.

Completion of this release is a prerequisite to participation in Independent Study Physical Education Program. This release essentially says the student named below is going to participate in an Independent Study Physical Education Program which involves inherent risks to participants. If he/she is hurt, injured, or even dies, you (i.e., the student, parents and heirs) will not make a claim against or sue the Santa Barbara School Districts, its Board of Trustees, officers, employees, volunteers, and agents, or expect them to be responsible or pay for any damages.

We, the undersigned, understand and acknowledge that _____(Name of Student) has voluntarily chosen to participate in an Independent Study Physical Education Program. We know and fully understand that any physical education activity, including, but not limited to, _____ (Name of Activity), involves numerous risks, dangers, and hazards, both known and unknown, where serious accidents can occur, participants can sustain physical injuries, damage to their property, and even die. Regardless of whether the athletic activity involves physical contact or not, all athletic activities and sports have inherent risks of injury which are inseparable from the activity and cannot be entirely eliminated regardless of the care taken by players, instructors, coaches, trainers, or other staff. Furthermore, we understand that while the school district may establish certain requirements in implementing the Independent Study Physical Education Program, neither the District nor its schools are responsible for the quality or conditions of instruction involved with this program in that it involves physical activities which are off of school district premises and are not organized or supervised by the school district. We acknowledge and willingly assume all risks and hazards of potential injury and death which may arise out of participation in this Independent Study Physical Education Program, including any transportation to or from any such program.

_____’s (Name of Student) participation in this Independent Study Physical Education Program is purely voluntary and it is being done at his/her own risk. In consideration for Santa Barbara School Districts allowing the above-named student to participate in this Independent Study Physical Education Program, we voluntarily agree to release, waive, discharge, and hold harmless Santa Barbara School Districts, its Board of Trustees, officers, employees, volunteers, and agents from any and all claims of liability arising out of their negligence, or any other act or omission which causes the student illness, injury, death and damages of any nature in any way connected with the student’s participation in this program. We also expressly agree to release and discharge Santa Barbara School Districts, its Board of Trustees, officers, employees, volunteers, and agents from any act or omission of negligence in rendering or failing to render any type of emergency or medical services.

As parent or legal guardian of the student/participant under 18 years of age, I have read and voluntarily agree that my son/daughter may participate in this Independent Study Physical Education Program, and I sign this release on his/her behalf. In signing this document, I fully recognize and understand that if my son/daughter is hurt, dies, or his/her property is damaged, I am giving up the student’s right and the rights of the parents and heirs to make a claim or file a lawsuit against Santa Barbara School Districts, its Board of Trustees, officers,

employees, volunteers, and agents. California Law provides as follows: “All persons making the field trip or excursion shall be deemed to have waived all claims against the district or the State of California for injury, accident, illness, or death, occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of pupils taking out-of-state field trips or excursions, shall sign a statement waiving such claims.” (Education Code Section 35330)

WE, THE UNDERSIGNED, HAVE READ THIS DOCUMENT. WE UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS. WE FURTHER UNDERSTAND THAT WE ARE ASSUMING ALL RISKS INHERENT IN THIS INDEPENDENT STUDY PHYSICAL EDUCATION PROGRAM. WE VOLUNTARILY SIGN OUR NAME AS EVIDENCE OF OUR ACCEPTANCE OF THE ABOVE PROVISIONS, PARTICIPATION IN THE PROGRAM AND ANY FIELD TRIP OR EXCURSION ASSOCIATED WITH IT.

Student/Participant Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

I.S.P.E. Packet #6

**Santa Barbara School Districts, Secondary Education
Independent Study Physical Education (I.S.P.E.)**

Checklist

The following items must be on file before your Independent Study application is complete.

- (1) A parent/guardian letter of request stating the reason(s) a release is needed from the school physical education program
- (2) The signed I.S.P.E. contract
- (3) Student goals sheet
- (4) Coach/instructor's statement of responsibility
- (5) Coach/instructor's Hold Harmless Agreement and Certificate of Insurance
- (6) Parent/guardian Release of Liability form
- (7) A portfolio is required for all students who wish to qualify.
The following is to be included in the portfolio:
 - Items (1) through (6)
 - Official competition records, results, ranking (regional, state or national level required)
 - Calendar of competitive events
 - Copy of organization membership card or equivalent
 - Other evidence of advancing rank
- (8) Inter-scholastic Team Sports Physical