

## **OFF-CAMPUS PHYSICAL EDUCATION PROGRAM COOPERATIVE AGREEMENT**

**THIS AGREEMENT**, effective the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, (“Effective Date”) is made by and between Austin Independent School District (“AISD”), located at 1111 W. 6<sup>th</sup> Street, Austin, Texas 78703, and \_\_\_\_\_, (“Agency”), to specify the terms and conditions for the provision of Off-Campus Physical Education (“OCPE”) services to AISD students by Agency.

### **A. Agency Responsibilities.**

1. Agency and the OCPE Agency Coordinator shall set up an interview with AISD’s PE Coordinator to appear on AISD’s Approved Agency List (accessible at [www.austinisd.org](http://www.austinisd.org)). Agency approval interviews will only be scheduled during the months of June and July for the upcoming school year. Some agencies may be placed on a waiting list based on the availability of AISD personnel to supervise this program.
2. Agency shall designate an OCPE Agency Coordinator who will be solely responsible for training all instructors to ensure that all OCPE Program requirements are being met.
3. Agency shall provide documentation as detailed herein, including but not limited to facility licenses, instructor certifications, criminal background checks, CPR certifications, and program outline.
4. Agency shall provide a clean and safe environment in which students are “well supervised,” meaning that the instructor shall be present at all times during the scheduled activity to provide guidance and instruction, and to ensure safety.
5. Agency premises at which AISD students receive services must be located within 30 miles of AISD school boundaries.
6. Agency shall provide an alternative place and plan for students participating in the OCPE Program when there is inclement weather.
7. Agency shall provide students an opportunity to meet the required hours depending on their Category. Competition/Game participation may not count towards Category 2 required hours.
8. Agency shall meet with AISD personnel during an unannounced site visit. AISD will be expecting to see evidence of learned Physical Education TEKS. AISD will be looking for skill development, learned physical activity and health concepts and social development by observing students participating in appropriate activities and reviewing the student’s OCPE journal.
9. Agency shall ensure that all local ordinances and state and federal laws are observed in its provision of services to AISD students, including but not limited to the Family Educational Rights and Privacy Act, 20 USC §1232g, *et seq.*, 34 CFR §99.1, *et seq.*

### **B. OCPE Agency Coordinator and Instructor Responsibilities.**

1. The OCPE Agency Coordinator shall ensure that all instructors are “appropriately trained” for Category 2 or “exceptionally trained” for Category 1, meaning that the Agency shall provide certification and/or documentation of instructor training and experience.

2. The OCPE Agency Coordinator shall provide current instructor contact information to AISD; ensure that all documentation required herein is provided in a timely manner; shall provide notice and documentation, as appropriate, in the event that a change in circumstance relating to any licensing, certification, or other substantial requirement under this Agreement occurs; and **shall be required to provide timely notice if any instructor and/or employee having contact with AISD students is arrested for or charged with a criminal offense during the term of this Agreement.**
3. The OCPE Agency Coordinator shall ensure that all instructors teach and discuss the agreed upon Physical Education TEKS during scheduled practices or scheduled OCPE Program instruction time.
4. The OCPE Agency Coordinator shall ensure that all instructors assign at least one written assignment per week based on the topic of discussion approved by the Physical Education Coordinator for students' OCPE journals.
5. The OCPE Agency Coordinator shall ensure that all instructors provide grades for each written assignment in students' journals and that all assignments are complete.
6. The OCPE Agency Coordinator shall ensure that all instructors provide the required documentation (students' hours of participation and six weeks grade of pass or fail) to students' counselors **on or before the last day of each reporting period.** AISD will provide a copy of the school year calendar and the grading report period dates prior to the start of the school year. The calendar and grading deadlines may also be accessed at [www.austinisd.org](http://www.austinisd.org). The OCPE Agency Coordinator shall provide evidence of student attendance upon request.
7. The OCPE Agency Coordinator shall notify the AISD PE Coordinator and the school counselor if students choose to transfer into a general physical education class and/or do not meet the 90% attendance requirement. For the OCPE Program, one hour of participation is equivalent to one day of attendance or absence. Agency may round down (1\_ hours missed = 1 day of absence).
8. The OCPE Agency Coordinator shall **NOT** sign OCPE Program applications after the deadline dates have passed.

### **C. Required Documentation.**

#### **1. Facility Requirements.**

- A. A copy of Agency's license that clearly substantiates Agency as a training facility of "exceptional quality" for Category 1 (this may include: local, state, or national licensing or acknowledgment of being a training facility capable of training national athletes and/or Olympic level participants) or a copy of a license or documentation (Tax ID #) that clearly substantiates the Agency as a training facility of "high quality" for Category 2.
- B. A copy of a current (within fourteen (14) days of the Effective Date) criminal background check for all instructors and/or employees having contact with AISD students.

- C. Address of Agency premises where students will be participating.
- D. Address of alternative place where students will be participating during inclement weather.

**2. Instructor's Certification.**

- A. A copy of the criteria of how the instructor(s) are certified to be “appropriately” (Category 2) or “exceptionally” (Category 1) trained.
- B. A copy of the training certification for each instructor who will be working with AISD students, to be kept on file by AISD.
- C. A copy of the current CPR certification for each instructor who will be working with AISD students, to be kept on file by AISD.

**3. Program Information.**

- A. A copy of Agency's program goals.
- B. An outline that describes a typical training session (time spent on: warm-up, activities, cool down, stretches, etc.) for the student.

**4. Instructional Practices.**

- A. A copy of the highlighted Physical Education Texas Essential Knowledge and Skills (TEKS) that Agency will teach to AISD students. Within the TEKS each grade level or course must be highlighted to reflect the grade level or course for which the PE Waiver will substitute. Most TEKS must be covered for each grade and course before approval will be granted. The Agency must make a brief statement on how each highlighted TEKS will be taught. The PE TEKS may be accessed at [www.tea.state.tx.us](http://www.tea.state.tx.us).
- B. An outline of how and when students will be provided instruction on the 18 weekly discussion topics and written assignments set by the AISD PE Coordinator.
- C. An outline of how and when student journals will be reviewed and graded with a grade of “Pass” or “Fail.” The written assignments must show accountability for the learned TEKS. Students may be required to show their journals to AISD district personnel upon request. Students will need to keep their journals with them at all times.
- D. A letter, which shall include a copy of the Agency and AISD Student Expectations on how to pass this class, shall be sent to the home of each student receiving services from Agency. This letter must state:
  - Fall and Spring semester beginning and ending dates;
  - That students are required to attend at least 90% of the time for the entire semester;
  - That students will be instructed on and must complete 100% of the written assignments for their student journals during each grading period;

- That students must attend the alternative training site on inclement weather days;
- That students will be graded on TEKS-based skill improvement, physical activity and health concepts and social development; and
- That Agency may consider in assigning students' grades certain other expectations, which may include good attitude, preparation to participate, etc.

**D. Term and Effective Date.**

1. **Term.** This Agreement shall become effective as of the Effective Date for an initial period of one (1) year and shall automatically renew under identical terms and conditions for one (1) year periods, unless sooner terminated as set forth in this Agreement.
2. **Termination by Agreement.** In the event AISD and Agency shall mutually agree in writing, this Agreement may be terminated with or without cause on the terms and dates stipulated herein.
3. **Unilateral Termination.** In the event either party, at any time, gives to the other at least thirty (30) days prior written notice of intention to terminate, with or without cause, this Agreement shall terminate: (a) at the end of such thirty (30) days; or (b) when all students enrolled in the OCPE Program with Agency at the time such notice is given have completed their respective courses of study with Agency under the OCPE Program, whichever occurs last.
4. **Termination on Notice of Default.** In the event that Agency substantially defaults in the performance of any obligations under this Agreement, AISD shall give immediate written notice to Agency, informing Agency of Agency's breach and of AISD's intent to terminate. If, within two (2) business days, Agency does not cure the breach, AISD shall have the right to immediately terminate this Agreement at the end of the occurring semester. In the event that Agency substantially defaults in the performance of any obligations under this Agreement for a second time, AISD shall have the right to immediately terminate this Agreement at the end of the occurring semester. Failure to comply with Clauses A.4 or A.6 or any Subclause under Section B of this Agreement shall be considered a substantial default.
5. **Effect of Termination.** Upon termination of the Agreement, as herein provided, neither party shall have any further obligations hereunder except for (1) obligations accruing prior to the date of termination, and (2) obligations, promises, or covenants contained herein that extend beyond the term of this Agreement.
6. Notwithstanding the above, this Agreement will terminate upon the termination of the Master Affiliation Agreement between the parties.

**Agency Information:**

Agency Name \_\_\_\_\_ Agency Phone # \_\_\_\_\_

Agency Address \_\_\_\_\_

Date of Interview \_\_\_\_\_ Effective Date \_\_\_\_\_

Person interviewed (owner/manager) \_\_\_\_\_

Phone # \_\_\_\_\_ Cell # \_\_\_\_\_

Email \_\_\_\_\_

OCPE Agency Coordinator \_\_\_\_\_

Phone # \_\_\_\_\_ Cell # \_\_\_\_\_

Email \_\_\_\_\_

Signed on the date or dates below by authorized representatives of each party.

**Agency**

\_\_\_\_\_  
Agency Owner/Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
OCPE Agency Coordinator

Date: \_\_\_\_\_

**Austin Independent School District**

\_\_\_\_\_  
Pascal D. Forgione, Jr., Ph.D.  
Superintendent

Date: \_\_\_\_\_