OFF-CAMPUS PHYSICAL EDUCATION PROGRAM
COOPERATIVE AGREEMENT

THIS AGREEMENT, effective the ____ day of _____, 20____, is made by and between New Braunfels Independent School District ("NBISD"), located at 430 W. Mill Street, New Braunfels, Texas 78130, and _____, ("Agency"), to specify the terms and conditions for the provision of Off-Campus Physical Education ("OCPE") services to NBISD students by Agency.

A. Agency Responsibilities.

1. 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.
2. 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. NBISD may request a copy of your liability insurance as needed.
3. Agency shall provide an alternative place and plan for students participating in the OCPE Program when there is inclement weather.
4. Agency shall provide students an opportunity to meet the required hours depending on their category. Competition/Game participation may not count towards Category II required hours.
5. Agency shall meet with NBISD personnel during an unannounced site visit. NBISD will be expecting to see evidence of learned Physical Education TEKS.
6. Agency shall ensure that all local ordinances and state and federal laws are observed in its provision of services to NBISD 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 ensure that all instructors teach and discuss the agreed upon Physical Education TEKS during scheduled practices or scheduled OCPE Program instruction time.
3. The OCPE Agency Coordinator shall ensure that all instructors provide the required documentation (students' hours of participation and six weeks grade) to students' counselors on or before the identified date provided by the district.
4. NBISD will provide a copy of the school year calendar and the grading report period dates prior to the start of the school year. The OCPE Agency Coordinator shall provide evidence of student attendance upon request.
5. The OCPE Agency Coordinator shall notify the NBISD 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.

6. The OCPE Agency Coordinator shall provide NBISD with current instructor contact and certification information as needed.

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. NBISD may request a copy of the Agency's liability insurance as needed.

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 certification for each instructor who will be working with NBISD students, to be kept on file by NBISD.

3. Program Information.

A. 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 letter 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 must attend the alternative training site on inclement days;
- That students will be graded on TEKS-based skill improvement, physical activity and health. The TEKS may be accessed at www.tea.state.tx.us.
- 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 NBISD 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, NBISD shall give immediate written notice to Agency, informing Agency of Agency's breach and of NBISD's intent to terminate. If, within two (2) business days, Agency does not cure the breach, NBISD 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, NBISD shall have the right to immediately terminate this Agreement at the end of the occurring semester.

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 is applying for: (Please Check) Category 1 Status _____ Category 2 Status_____

Agency Name _____ Agency Phone # _____

Agency Address _____

Email _____

OCPE Agency Coordinator _____

Phone # _____ Cell #_____

Email _____

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

Agency

_____ Date: _____
Agency Owner/Manager

_____ Date: _____
OCPE Agency Coordinator

New Braunfels Independent School District

_____ Date: _____
Director of Curriculum/Asst. Supt.

_____Date: _____
Superintendent