

Board Office Use: Legislative File Info.	
File ID Number	19-1866
Introduction Date	10/10/2019
Enactment Number	19-1485
Enactment Date	10/10/2019



Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent

Board Meeting Date 10/10/2019

Subject Professional Service Contract

Contractor: Playworks of Oakland, CA

Services for: 133-Lincoln Elementary School

Action Requested and Recommendation Ratification by the Board of Education of a Professional Services Contract between the District and Playworks, Oakland, CA, for the latter to provide: playworks will provide its Team Up Program to all students from TK to 5th grade students to support them to develop healthy and safe skills that promote a healthy active lifestyle; provides comprehensive on-site consulting and support by Playworks Site Coordinator on-site for five-days each month to model and teach strategies, games, and systems to develop and sustain a positive educational culture for everyone, starting at recess; improve the well-being of children and to sustain a positive educational culture; provide a positive platform for older students who have more chances to take on the leadership roles and use their skills to lead and support organized games and activities for the period of 08/12/2019 through 05/28/2020 in an amount not to exceed \$19,000.00.

Background *(Why do we need these services. Why have you selected this vendor?)* To foster safe and healthy habits of play before, during, and after school at Lincoln. To improve our students' physical, emotional, social, cognitive well being through Playworks' variety of structured play sport games. Yet, in promoting optimal and healthy child development for our students in developing positive educational culture, self awareness, self-esteem, self-advocacy, community leadership ability, and problem solving skills.

Competitively Bid Was this contract competitively bid? Yes No

If No, List Bid Exception: Professional Services Agreement under \$90.2K

Fiscal Impact Funding Resource name(s) (detailed below) not to exceed \$19,000.00.

Resource Name(s) \$19,000.00 Unrest Supplemental Support

Attachments: Professional Services Contract including Scope of Work

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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2019-2020

This Agreement is entered into between Playworks
(CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** The term of this Agreement shall be from 08/12/2019 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$92,600.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$92,600.00, whichever is later) to 05/28/2020. The work shall be completed no later than 05/28/2020.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Nineteen Thousand Dollars and 00/100 Dollars (\$19,000.00) [per fiscal year], at an hourly billing rate not to exceed N/A per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by CONTRACTOR without delay.

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
5. **CONTRACTOR Qualifications / Performance of Services:**
 1. **CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
 2. **Standard of Care:** CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - i. CONTRACTOR shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

- ii. CONTRACTOR shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that CONTRACTOR or its employees may discover. CONTRACTOR shall use professional efforts in identifying any errors, inconsistencies, or omissions.
- 3. **District Approval.** The work completed herein must meet the approval of OUSD and shall be subject to OUSD's general right of inspection and supervision to secure the satisfactory completion thereof.
- 6. **Certificates/Permits/Licenses/Registration:** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.
- 7. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- 8. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: MUKTA SAMBRANI
 Site /Dept.: 133-Lincoln Elementary School
 Address: 225 11th St
Oakland, CA 94607
 Phone: 8743372
 Email: Mukta.Sambrani@ousd.org

CONTRACTOR:

Name: Playworks
 Title: Program Manager
 Address: 638 3rd St.
Oakland, CA 94607
 Phone: 415-269-7286
 Email: ben.stein@playworks.org

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

- 9. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
 - 10. **Insurance:**
 - 1. Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
 - ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of the Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
 - iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.
- OR**
- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
13. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

14. **Termination:**

1. **For Convenience by OUSD:** OUSD may at any time terminate this Agreement and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by OUSD shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by CONTRACTOR or no later than three (3) calendar days after the day of mailing, whichever is sooner.
2. **With Cause by District.** OUSD may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - i. material violation of this Agreement by the CONTRACTOR; or
 - ii. any act by CONTRACTOR exposing OUSD to liability to others for personal injury or property damage; or
 - iii. CONTRACTOR is adjudged bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONTRACTOR's insolvency.

Written notice by OUSD shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, OUSD may secure the required Services from another CONTRACTOR. If the expense, fees, and/or costs to OUSD exceeds the cost of providing the Services pursuant to this Agreement, CONTRACTOR shall immediately pay the excess expense, fees, and/or costs to OUSD upon the receipt of OUSD's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to OUSD.

Upon termination, CONTRACTOR shall provide OUSD with all documents produced maintained or collected by CONTRACTOR pursuant to this Agreement, whether or not such documents are final or draft documents.

15. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within the prior 60 days. If tuberculosis risk factors are identified, CONTRACTOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the CONTRACTOR agent shall obtain an x-ray of the lungs. At his/her discretion, CONTRACTOR agent may choose to submit to the examination instead of the risk assessment.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this Agreement."

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

16. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
17. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation:
1. Requesting that OUSD employee(s) evaluate CONTRACTOR and CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

18. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
19. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
20. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
22. **Severability:** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
23. **Provisions Required By Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
24. **Captions and Interpretations:** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
25. **Calculation of Time:** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
26. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD (specifically excluding any underlying pre-existing intellectual property). OUSD may, with CONTRACTOR's prior written consent, use CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
27. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
28. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
29. **Incorporation of Recitals and Exhibits:** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.

- 30. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 31. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 32. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 33. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 34. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.
- 35. **Indemnification:** To the furthest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of or in any way related to the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of or in any way related to the performance of this Agreement. CONTRACTOR shall, to the fullest extent permitted by California law, defend the Indemnified Parties at CONTRACTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend the Indemnified Parties. This provision survives termination of this Agreement.
- 36. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 37. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Sonja Aguilera

09/05/2019

President, Board of Education

Date

Superintendent

Chief or Deputy Chief

Debra W. Brown

10/16/2019 12:

Secretary, Board of Education

Date

CONTRACTOR

Playworks

09/05/2019

Contractor Signature

Date

Ben Stein, Program Manager

Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

See Attached Scope of Work

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

As a result of our partnership, Playworks will provide services to all students from TK to 5th grade students to support them to develop healthy and safe skills that promote a healthy active lifestyle. The services provided by Playworks are intended to improve the well being of children and to sustain a positive educational culture. As well as providing a positive platform for old students who have more chances to take on the leadership roles and use their skills to lead and support organized games and activities. All students will learn norms that reduce incidents, injuries, and conflicts during free play time. All students will have options and choices to develop specific sports/games skills and simultaneously maintain a healthy active lifestyle that foster the love of physical activity. As a result, all students will have access to a variety of sports, plays, and activities that normally they would not have access outside school without cost of to families.

3. **Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved SPSA** (no additional documentation required) – Item Number: _____
- Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.



Program Plan: TeamUp

Basic features

Program name	TeamUp
Program overview	TeamUp ("Program") provides comprehensive on-site consulting and support delivered by an experienced Playworks Site Coordinator who is on-site for five-days each month to model and teach strategies, games, and systems to develop and sustain a positive educational culture for everyone, starting at recess.
Timeframe	The Program operates during the school year. Program end date with Customer will be based on the last student-contact day of the school year stated on the original school calendar provided to Playworks. If Customer has a full year schedule or alternative calendar, Playworks and Customer will determine the end date of Programming prior to the start of the school year. The Program school year starts on <u>August 12, 2019</u> and ends on <u>May 28, 2020</u> .

Playworks personnel

Overview	Playworks will assign a Site Coordinator ("Site Coordinator") and Program Manager ("Program Manager") for the Program.
Site Coordinator activities	Site Coordinator works on-site at the Customer and carries out the activities described in the Program.
Site Coordinator development	Playworks will ensure that Site Coordinator receives training in youth development, group management, safety, and leading healthy play and physical activities for elementary-age students. Site Coordinators are CPR/First Aid certified and are required by law and fully trained to report suspected child abuse.
Site Coordinator screening, testing, and immunizations	Playworks will ensure that Site Coordinator has complied with applicable fingerprinting requirements, has no criminal or other record that would disqualify the person from working with minors, has tested negative for tuberculosis in line with Customer requirements, has any immunizations required by Customer, and has otherwise satisfied requirement under applicable law.
Program Manager activities	Site Coordinator reports directly to the Playworks Program Manager, who will supervise all Program activities carried out in the Program. Program Manager will provide Program implementation support to Site Coordinator. Program Manager will regularly visit Customer and carry out the observation, consultation, and other activities set out in the Program.

Customer personnel

Overview	Working with Playworks, Customer will identify and assign school staff to fulfill the roles that will support implementation of this Program. Customer will provide Playworks with designated staff training time for the delivery of each component.
Principal	The principal of the Customer will attend all consultation and evaluation meetings with Program Manager as set out in the Program including without limitation an orientation meeting in the first week of Programming and regularly scheduled meetings throughout the Program's duration.

Other school roles	<p>Customer will identify and assign school staff to fulfill the following roles to support implementation of this Program and designate staff training time to receive professional development and coaching. These roles may overlap and may be filled by one or more school staff members:</p> <ul style="list-style-type: none"> ● Recess Manager: directly supervises Recess Coach and is responsible for setting overall goals for Program implementation. Recess Manager is the school's primary liaison to Playworks. Customer will ensure that Recess Manager is made available to provide ongoing support, observation, and management to Recess Coach and Recess Team throughout the school year. Recommended: Assign Recess Manager role to a member of the school's administrative team. ● Recess Coach: implements recess strategies and leads Program components on a daily basis. Customer will ensure that Recess Coach is made available for all Program implementation, professional development, and coaching sessions as set out in the Program. ● Recess Team: school staff who actively support the planning and implementation of recess. Customer will ensure that Recess Team is made available for all Program implementation, professional development, and coaching sessions as set out in the Program. Recommended: Include teachers on the Recess Team, particularly the Physical Education teacher.
Other personnel	<p>Playworks will provide training(s) for all teachers and school staff of Customer as set out in the Program. Such training(s) provide teachers and staff with guidance, best practices, and examples to support Program implementation and opportunities for play. School community members are welcome to join (e.g., parents, volunteers, after-school program staff, etc.).</p>

Workspace and equipment

Workspace	<p>Customer will make available to Site Coordinator a workspace with a computer and internet access and classroom space for Junior Coach Program trainings and other trainings set out in the Program.</p>
Playground equipment	<p>The Program will be implemented using existing playground equipment provided by the Customer. Playworks may provide a list of suggested playground equipment before the beginning of the school year. Playworks will support the development of an equipment maintenance system.</p>

Program components

Site Coordinator on-site	<p>Site Coordinator will be on-site at each school five days each month during the course of the school year. The on-site week at a school consists of four, five to seven-hour days for a total of 20–28 hours for in-school and out-of-school Programming and one four-hour day for a total of four hours of in-school Programming.</p> <p>In this Agreement, "Program Week" means the days Site Coordinator is on-site at a Customer, and "Customer Implementation Week" means the days when the Site Coordinator is not on-site at Customer.</p>
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<p>Site Coordinator not on-site</p>	<p>During the weeks Site Coordinator is not on-site, Recess Coach will lead and facilitate the Recess and Junior Coach Leadership Program components of the Program using guidelines provided by Playworks.</p> <p>Recess Coach's total hours will include all hours for recess periods, one hour per Program Week for Recess Coach to attend coaching session with Site Coordinator, and _____ hours of off-site professional development off-site per year.</p> <p>Playworks will provide Customer with a schedule for weeks when the Site Coordinator is not on-site.</p>
<p>Orientation activities</p>	<p>During the first Program Week, Playworks will conduct the following:</p> <ul style="list-style-type: none"> ● Assessment: Playworks will conduct a schoolwide recess observation and assessment and will facilitate a follow-up meeting with school administrative and recess staff. ● Goal-Setting Session (Day 1 or prior, 30–60 min): Site Coordinator will conduct a formal goal-setting session with Recess Manager and Recess Team. This Day 1 meeting is key to solidifying a plan of action for future management of the Program. <u>Required:</u> Recess Manager, Recess Coach, Recess Team ● All-School Orientation (Day 1, 10–15 min): Customer will provide Site Coordinator an opportunity to introduce themselves and Playworks Program to school community at-large. <u>Required:</u> Recess Manager, Recess Team, Teachers, Students ● Recess Team Training #1 (Day 1, 30–90 min): Site Coordinator will provide an in-depth training to teach systems, games, and strategies to create, implement and sustain safe and healthy play at recess. This Day 1 training is key to frame the first week and ongoing learning that will take place on-site. <u>Required:</u> Recess Manager, Recess Coach, Recess Team
<p>All Staff training (1–3 hours)</p>	<p>Playworks will provide training for all teachers and staff of Customer. Such training provides staff with best practices and examples to implement opportunities for play and physical activities for their students. Customer will provide Playworks with a block of school staff development time, ideally two to three hours, for such training during the first six weeks of the school year, to be scheduled and communicated to Playworks before the school year.</p> <p><u>Required:</u> Principal, Recess Manager, Recess Coach, Recess Team, All Teachers and School Staff</p>
<p>Recess (grade level: _____)</p>	<p>This element of the Program will start no later than the second week of Programming.</p> <p>Playworks will support Recess Coach to use recess times for core playground games, sports, skill-building activities, and cooperative games. Site Coordinator will provide consultation and modeling for Recess Coach on strategies for recess facilitation. During recess, Site Coordinator will be focused on consulting and supporting the Recess Coach and will not do or be responsible for yard supervision. Customer shall provide staff for yard supervision during all recess periods and shall have full responsibility for yard supervision.</p> <p>Playworks and Customer will work together to create an indoor recess plan in case of inclement weather.</p>



<p>Class Game Time (grade level: _____)</p>	<p>Site Coordinator provides classroom teachers with Class Game Time support. The purpose is to teach students and teachers the rules, expectations, and skills of the games and activities provided during recess in a safe and organized setting.</p> <p>Site Coordinator will work with Customer to create the best possible Class Game Time schedule. Depending on the number of classrooms being served, Class Game Times will range from 30 to 40 minutes on a rotating schedule. Site Coordinator must approve all Class Game Time schedules before distribution to teachers. Class Game Times may not be scheduled during any regularly scheduled recess period.</p> <p>Customer will ensure the presence of a credentialed adult, preferably the classroom teacher, during every Class Game Time session.</p> <p>This element of the Program will start no later than the third rotation of Programming.</p>
<p>Junior Coach Program (grade level: 4-6)</p>	<p>Site Coordinator will facilitate the establishment of a Junior Coach Program (JCP). The purpose is to create student leadership within a school and build student ownership of some key school functions. These students serve as role models on the playground during recess.</p> <p>Junior Coaches are selected through a process that includes student applications, teacher recommendations, and parent permission.</p> <p>During the school day, Junior Coaches are required to participate as leaders at recess one to three times per week. Junior Coaches are expected to make up missed work and maintain good grades to participate in the Program. Junior Coaches will lead games and activities during the recess time as well as help students manage conflicts if they arise.</p> <p>Outside of the school day, Site Coordinator will lead two to four hours of skill-development trainings, team-building games, and fun Playworks activities in order to prepare Junior Coaches for their leadership roles on the playground. The trainings may be held before school, after school, or during enrichment or elective blocks during the school day. Trainings are based on Playworks JCLP curriculum that includes without limitation thematic units on Junior Coach Job Training, Conflict Resolution Strategies, Leadership Development, and Inclusion Practices. Junior Coach teams are limited to 15 students per training. Junior Coach attendance is required for all trainings in order for Junior Coaches to participate in their leadership roles at recess.</p> <p>This element of the Program will start no later than the third rotation of Programming. Playworks recommends implementation by rotation two and will work with school staff to provide all necessary materials needed to recruit Junior Coach leaders in advance.</p>
<p>Recess Coach and/or Recess Team training</p>	<p>Site Coordinator and Program Manager will provide Recess Coach and/or Recess Team with trainings throughout the school year. Workshop content will include: Playworks' Theory of Change, Playworks' Program Implementation training, and strategies for maintaining a sustainable Program. Recess Coach will attend all professional development sessions.</p> <p>Site Coordinator and Program Manager will provide Recess Manager and his or her team with training related to managing and sustaining recess improvements with school staff.</p>
<p>Recess Coach and/or Recess Team coaching sessions</p>	<p>Site Coordinator will provide a minimum of one hour of coaching sessions with Recess Coach during the Program Week.</p> <p>The session will focus on Recess Coach's development and capacity to facilitate recess and the Junior Coach Program during Customer Implementation Weeks. Coaching content will include goal setting and implementation of best practices to</p>

	<p>achieve outcomes such as group management strategies, rapport building, game facilitation, and leadership development.</p> <p>Playworks and Customer will determine the schedule for the coaching sessions at the beginning of the school year.</p>
Recess Manager training and coaching	Playworks will provide one to two hours of direct consultation and/or training for Recess Managers. The session will focus on managing a recess team, understanding and overseeing implementation of recess outcomes.
Curriculum and assessment tools	Playworks may provide Customer with curriculum that supports Program implementation. Curriculum and materials will include the Playworks Playbook, Recess Coach Manual, Junior Coach Program lesson plans, recess assessment tools, and Class Game Time lesson plans.
Site Coordinator unavailability	If Site Coordinator is unable to be on-site during a Program Week due to illness or emergency, Program Manager will communicate with Customer regarding alternative support of Junior Coach training and coaching sessions with Recess Coach. Program Manager may make additional observation visits to Customer as needed to address such unavailability.

Consultative support

Overview	Playworks will meet at least twice with Customer administration to evaluate ongoing Playworks Programming and support for continued school climate improvement.
Observation visits	Playworks will conduct observation visits at least once during Customer Implementation Weeks. Program Manager will observe and assess recess function and efficacy including the impact of the Junior Coach Program during recess. Playworks will provide feedback to Recess Coach and Recess Manager.
Consultation visits	Playworks will make at least two consultation visits to Customer, one in the fall and one in the spring. Playworks will formally evaluate Program implementation and provide Customer administration with assessments and recommendations.

Program planning and impact

Planning calls and/or meetings	Prior to the Site Coordinator's first week, Customer agrees to participate in planning calls and/or meetings with Playworks to assign school staff roles, communicate to the school, set up the schedule, and disseminate/collect paperwork to support the Program.
Program setup	<p>Customer acknowledges that the Program requires setup and school staff participation in order to deliver Program components effectively. No later than two weeks prior to the Site-Coordinator's on-site arrival, Customer will ensure setup and required school staff participation:</p> <ul style="list-style-type: none"> ● Confirm the Recess Manager, Recess Coach, and Recess Team ● Set and confirm schedule of orientation day(s) activities ● Ensure required school staff attendance per component
Impact measurement tools	Playworks may use one or more of the following tools to measure Program impact:

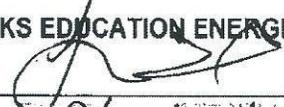
	<ul style="list-style-type: none">• Junior Coach Training Attendance and Assessment: coaches track attendance at Junior Coach training events and complete assessments of skill development throughout the year.• Great Recess Framework observation tool: completed by Playworks staff after observing recess.• Recess observations and reflections: completed by Playworks staff after observing recess.• Annual Survey: completed voluntarily by school staff at the end of the year.
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Incorporation by reference

The terms and conditions of this Program Plan are hereby incorporated by reference and made a part of the Master Services Agreement, or Customer Agreement, when applicable.

Confirmed and agreed:

PLAYWORKS EDUCATION ENERGIZED

Signature: 
Printed Name: Shantrell Snel
Title: Program Director
Date: 3/13/19

NAME OF CUSTOMER: Lincoln Elementary
Signature: 
Printed Name: Sharon Travers
Title: Assistant Principal
Date: 10 May 2019