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

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Meeting Date April 10, 2024

Subject 2023-2024 Service Agreement (Cost) with:
Contractor: Playworks, Oakland, CA
Services For: 178-Bridges Academy @ Melrose (ES)

Ask of the Board

Approval by the Board of Education of a Services Agreement 2023-2024 by and between the District and Playworks, Oakland, CA, for the latter to provide: consultant to provide a biweekly class game time coach, by which students will be supported at recess to make positive decisions through guidance and conflict resolution instruction. Students will also learn leadership, responsibility, and cooperation through the junior coach program for the period of August 16, 2023 through May 23, 2024 in an amount not to exceed \$59,000.00.

Background

(Why are they needed? Why was this vendor selected?)

We are in a high-need, high-trauma area. Coordination of Student Services Team (COST) receives multiple referrals each year for students with high social-emotional needs. These needs directly impact instruction as students need to have their social-emotional needs met to be ready to learn. Playworks facilitates students learning to regulate their emotions, solve conflicts peacefully, cooperate in group settings, exercise independence and experience joy at school.

Term Start Date: 08/16/2023 End Date: 05/23/2024

Not-To-Exceed Amount & Funding Source(s) 6332 Funding Resource name(s) (detailed below) not to exceed: \$59,000.00.
CCSPP Implementation Grant

Competitively Bid Yes No If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$114,500.00, list the exception(s) that applies:

Services Agreement under \$114,500.00

District In-Kind Contributions OUSD Staff Time (Beyond Basic Supervision & Support): Yes No

Supplies and Materials (Including Food) : Yes No

District Facilities Workspace: Yes No

Technology Hardware and/or Software: Yes No

Other: Yes No

Specific Outcomes The outcomes of Playworks Vendor Services are SEL growth as measured by student and teacher surveys, Junior Coach skills development as measured by Junior Coach attendance and Playworks coach assessment, student leadership and independence skills growth as measured by the Great Recess Framework observation tool, increased student enjoyment and participation in recess as measured by recess observations, and increased academic outcomes for students as measured by annual survey and overall summative state and district academic assessments.

SPSA Alignment (required if using State or Federal Funds)

- Action Item included in Board Approved SPSA (no additional documentation required).
If so, enter Item Number: _____

- Action Item added as modification to Board Approved SPSA. If so, school site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:
 - Meeting announcement for meeting in which the SPSA modification was approved.
 - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the SPSA modification was approved.

Attachment(s) 2023-2024 Services Agreement including Scope of Work

Services Agreement 2023-2024

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the entity or individual (“VENDOR,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “VENDOR INDIVIDUAL” includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR’s direction, invitation, or control.

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.**
 - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
 - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
 - c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
 - d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD’s written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR’s performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

4. **Invoicing.** Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
 - f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.

6. **Termination.** Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
 - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was

provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
 - c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
 - d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.
7. **Data and Information Requests.**
- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
 - b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

8. **Confidentiality and Data Privacy.**

- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
- b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.

9. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this AGREEMENT, excluding any intellectual property that existed prior to execution of this AGREEMENT, 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. 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 VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR’s prior written consent, use VENDOR’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

10. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.
- b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD’s evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of

VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.

11. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.
12. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
13. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
14. **Status.**
 - a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
 - b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
 - c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees 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. VENDOR 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 VENDOR INDIVIDUALS. VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;

- (iii) the contract between OUSD and VENDOR is in writing;
- (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

15. **Qualifications, Training, and Removal.**

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in 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.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

16. **Certificates/Permits/Licenses/Registration.** VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.

17. **Insurance.**

- a. Commercial General Liability Insurance. VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. 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 this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. 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 VENDOR. The policy shall protect VENDOR 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. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
- b. Workers' Compensation Insurance. VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, 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. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

18. **Testing and Screening.**

- a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review

subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

19. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

20. **Health and Safety Orders and Requirements; Site Closures.**

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities (“Orders”).
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

21. **Conflict of Interest.**
- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
 - b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
 - c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.
22. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** VENDOR certifies, to the best of 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 AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).
23. **Limitation of OUSD Liability.** Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). 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.
24. **Indemnification.**
- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD 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 VENDOR's performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys'

fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
25. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, 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 OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
 26. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, 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, VENDOR 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR 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.
 27. **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, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
 28. **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 subsequent act from constituting a violation of this AGREEMENT.
 29. **Assignment.** The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

30. **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.
31. **Litigation.** This AGREEMENT shall be deemed to 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.
32. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
33. **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.
34. **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.
35. **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.
36. **Captions and Interpretations.** 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.
37. **Calculation of Time.** For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.
38. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations

promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

39. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
40. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
41. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
 - b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
42. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:

VENDOR

Name: Playworks Signature: Tim Seso-Hunter

Position: Program Manager Date: 03/04/2024

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: BENJAMIN DAVIS Signature: 

Position: BOARD MEMBER Date: 04/12/2024

- Board President (for approvals)
- Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature: 

Position: Superintendent Date: 04/12/2024

Template approved as to form by OUSD Legal Department.

SERVICES AGREEMENT 2023-24

EXHIBIT A

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this Agreement. Unless otherwise stated herein, the information in Exhibit A is typically provided by VENDOR.)

VENDOR: Playworks

1. **Services.** Describe the SERVICES VENDOR will provide:

See Attached Scope of Work

2. **Term.**

- a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

Start Date: August 16, 2023

- b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

End date: May 23, 2024

3. **Compensation.**

- a. The basis for payment to VENDOR shall be:

Hourly Rate: _____ per hour

Daily Rate: _____ per day

Weekly Rate: _____ per week

Monthly Rate: _____ per month

Per Student Served Rate: \$59,000.00 per student served

Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s):

- b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

Not-To-Exceed Amount: \$59,000.00

13. **Legal Notices.**

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

Email: ousdlegal@ousd.org

VENDOR

Name/Dept: Playworks

Address: 1423 Broadway PMB 161

City, ST Zip: Oakland, CA 94612

Phone: 408-398-7358

Email: tim.seso-hunter@playworks.org

17. **Insurance.** (Completed by OUSD.) OUSD has waived the following insurance requirements.

Commercial General Liability Insurance. Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.

Workers' Compensation Insurance. Waiver typically available by OUSD if VENDOR has no employees.

18. **Testing and Screening.** (Completed by OUSD.) OUSD has waived the following testing and screening requirements.
- Tuberculosis Screening.* Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.
 - Fingerprinting/Criminal Background Investigation.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).
20. **Health and Safety Orders and Requirements; Site Closures.** If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?
- No, the SERVICES would not be able to continue.
 - Yes, the SERVICES would be able to continue as described in Paragraph 1 of Exhibit A.
 - Yes, but the SERVICES would be different than described in Paragraph 1 of Exhibit A as follows:
Virtual Distance Learning

Program Plan: Coach

Basic features

Program name	Coach
Program overview	<p>Playworks recognizes play and recess may look different from school to school. Playworks is committed to ensuring schools are equipped to create a schedule that accommodates Playworks services everyday. Recess will be facilitated in designated play areas, classrooms, virtual classrooms or in other spaces agreed upon by Playworks and Customer. Playworks commits to following the CDC guidelines for social distancing and group sports and activities.</p> <p>Coach (“Program”) provides comprehensive support delivered by a fully trained Playworks Coach who implements strategies, games, and systems to develop and sustain a positive educational culture for everyone, starting at recess. The Playworks Coach provides remote support to Customer during periods of distance learning, in the event of site closure.</p>
Timeframe	<p>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>8/16/23</u> and ends on <u>5/23/24</u>.</p> <p>Final Program schedules and preparation periods will be approved by both Playworks and Customer at the start of programming. Schedule adjustments related to school closures will be approved by Playworks and Customer.</p>

Playworks personnel

Overview	Playworks will assign a Coach and Program Manager for the Program. Coach will be an employee of Playworks and will be an active member of the school community.
Coach activities	Coach works on-site at the Customer and carries out the activities described in the Program. Coach works remotely to support Customer distance learning programming when site is closed.
Coach development	Playworks will ensure that Coach is trained prior to the first day of Programming and that Coach receives regular training and supervision throughout the school year. Coach receives training in youth development, group management, safety, and leading healthy play and physical activities for elementary-age students. Coaches are CPR/First Aid certified and are required by law and fully trained to report suspected child abuse as a mandated reporter.
Coach screening, testing, and immunizations	Playworks will ensure staff has complied with applicable fingerprinting requirements, has no criminal or other record that would disqualify Coach from working with minors, has tested negative for tuberculosis in line with Customer requirements, has complied with any applicable symptom screening for COVID-19 and other infectious disease testing required by Playworks and the Customer in keeping with CDC and local agency guidance, has any immunizations required by Customer, and has otherwise satisfied requirements for working with children under applicable laws.
Program Management activities	Coach reports directly to a Playworks Program Manager who will supervise all Program activities carried out in the Program. Program Manager will provide Program implementation support to Coach. Program Manager will regularly visit Customer and carry out the observation, consultation, and other activities set out in the Program.

	Program Manager will regularly communicate with Customer during distance learning programming to ensure program quality.
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Customer personnel

Overview	Working with Playworks, Customer will identify and assign school staff to fulfill the roles that will support implementation of onsite and distance learning 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 in-person and virtual consultation and evaluation meetings with Program Manager as set out in the Program Plan including, and without limitation to, an orientation meeting in the first week of Programming. Regularly scheduled meetings throughout the duration of the Program are required to ensure program quality.
Other school roles	<p>Playworks recommends that Customer identify and assign school staff members 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: Recess Manager is the school’s primary liaison to Playworks. Customer will ensure the Recess Manager is made available to provide ongoing support, observation, and management to Recess Team throughout the school year. <u>Recommended:</u> Assign Recess Manager role to a member of the school’s administrative team. ● Recess Team: School staff who actively support the planning and implementation of recess. Customer will ensure Recess Team is made available for all Program implementation, professional development, and coaching sessions as set out in the Program Plan.
Other personnel	Playworks will provide training(s) for all teachers and school staff of Customer as set out in the Program Plan. Such training(s) provide teachers and staff with guidance, best practices, and examples to support in-person and distance learning opportunities for play. School community members are welcome to join (e.g., parents, volunteers, after-school program staff, etc.).

Workplace and equipment

Workspace	Customer will make available to Coach a workspace with a computer and internet access and classroom space for Junior Coach Leadership Program trainings and other trainings set out in the Program Plan.
Playground equipment	The Program will be implemented using existing playground equipment provided by the Customer. Playworks and Customer will determine COVID-19 safe cleaning systems and practices for equipment used during the Program. Playworks may provide a list of suggested playground equipment before the beginning of the Program. Playworks will support the development of an equipment maintenance system.
Harassment free work environment	Playworks makes every effort to provide a work environment that is pleasant, professional, and free from intimidation, hostility, or other offenses which might interfere with work performance. Harassment of any sort — verbal, physical, and visual — of any applicant, employee, visitor, vendor, supplier, or other work associate will not be tolerated. Examples of harassment include, but are not necessarily limited to, references to race, color, citizenship status, national origin, gender, gender

	<p>identity and expression, genetic information or medical condition, sexual orientation, age, religion, creed, pregnancy and related medical conditions, physical or mental disability (including HIV/AIDS diagnosis) that does not prohibit performance of essential job functions, marital status, ancestry, veteran status, political affiliation, or any characteristic prescribed by law. All such harassment is strictly prohibited and will not be tolerated.</p> <p>This policy applies to all persons involved in all operations of Playworks, including school partners. Playworks' policy against harassment also prohibits retaliation against an individual who has made a complaint concerning an incident of harassing conduct or behavior.</p>
COVID-19 safety	<p>Coach will be expected to adhere to Playworks COVID Safety Guidelines, which can be viewed here: playworks.org/covid-safety-guidelines/. Customer will include Coach into their school or district contact tracing and communication protocol.</p>

Program components

Coach on-site	<p>Coach will be on-site for all regularly scheduled student contact days (Monday–Friday) during the course of the year. Some exceptions apply (see page 5).</p> <p>Appropriate lunch and break times will be designated as an eighth hour of the daily schedule. A minimum of two hours per week will be assigned as planning and prep time for Coach to complete administrative tasks.</p> <p>In the event of site closures, Coach supports play-based activities for distance learning programming.</p>
Distance learning support	<p>In the event of site closures, Playworks will provide Customer with the following:</p> <ul style="list-style-type: none"> ● Curation of Playworks resources: Coach will provide staff with guidance and support resources for virtual game implementation and self-directed play activities for students ● Live “Virtual Play” Sessions: Coach will lead virtual CGT and JCLP sessions with students. For all live, synchronous support, an adult representative from Customer (teacher, staff, or volunteer) is required to be in virtual attendance. ● Consultation Webinars: When in-person trainings are not possible, Playworks will provide school staff with professional development and support for in-person and distance learning play-based programming
Assessment	<p>Playworks will conduct a schoolwide recess observation and assessment and will facilitate a follow-up meeting with school administrative and recess staff.</p>
All staff onboarding	<p>Playworks will provide onboarding 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.</p> <p>Customer will provide Playworks with a block(s) of school staff development or staff meeting time, ideally 30-45 minutes, for such onboarding by ___Sep 30___, to be scheduled and communicated to Playworks at Kickoff meeting. Onboarding may be conducted in-person or virtually.</p> <p>Onboarding may be conducted in-person or virtually. <u>Suggested:</u> Principal, Recess Manager, Recess Team, All Teachers, and School Staff</p>
Recess (grade level: K-5)	<p>This element of the Program will start on the first day of Programming.</p> <p>Coach will use recess time to facilitate core games, sports, skill-building activities, and cooperative games. Coach is required to be at all agreed upon recess or individual class playtime periods.</p> <p><u>During recess, Coach will be focused on facilitating recess components (leading and playing games, and moving from game to game), and will not be</u></p>

	<p>responsible for play area supervision. Customer shall provide staff for play area supervision during all recess periods and shall have full responsibility for play area supervision.</p> <p>During the COVID-19 public health emergency period, Playworks and Customer will work together to create a safe, physically-distanced recess environment compliant with CDC recommendations.</p> <p>Playworks does not support the removal of recess privileges for extended periods of time as a method of discipline.</p>
<p>Class Game Time (grade level: K-5)</p>	<p>Coach provides classroom teachers with Class Game Time. 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>Program Manager and Coach 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 20 to 30 minutes on a rotating schedule.</p> <p>Program Manager must approve all Class Game Time schedules before distribution to teachers. Customer will ensure the presence of a credentialed adult, preferably the classroom teacher, during every Class Game Time session. This element of the Program will start no later than the 6th week of Programming.</p> <p>This element of the program may be adjusted during school site closures to be delivered during distance learning programming. During the COVID-19 public health emergency period, additional program modifications may be implemented to ensure safety and social distancing.</p>
<p>Junior Coach Leadership Program (grade level: 4-5)</p>	<p>Coach will facilitate the establishment of a Junior Coach Leadership Program (JCLP). The purpose is to create student leadership within a school and build student ownership of some key recess 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 at least once 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 their assigned recess time as well as help students manage conflicts if they arise.</p> <p>Every week, Coach will lead 1-2 hours of skill development trainings, team-building games, and fun Playworks activities in order to prepare Junior Coaches for their leadership role 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 role at recess.</p> <p>This element of the Program will start no later than the 8th week of Programming.</p> <p>This element of the program may be adjusted during school site closures to be delivered during distance learning programming. During the COVID-19 public health emergency period, additional program modifications may be implemented to ensure safety and social distancing.</p>

<p>Leagues (grade level: 4-5)</p>	<p>Based on available resources, the proximity of neighboring schools, and school site closures, Playworks may organize non-competitive, skill-building leagues for upper grade students. Coach may recruit for leagues and facilitate practices (typically at the school site) and intramural games. No transportation will be provided by Playworks to or from any game or practice.</p> <p>Customer and Playworks will work together to determine viability of Leagues based on COVID-19 safety considerations and CDC guidelines.</p>
<p>Safe and Healthy Play Best Practice Trainings for School Staff</p>	<p>Coach may lead 2 distinct Recess Best Practices trainings for recess staff over the course of the program. The goal of the trainings is to provide recess support staff with specific games, resources, and skills associated with safe and healthy play. Playworks recommends that training #1 be delivered in the fall and training #2 be delivered in the spring. Trainings can be scheduled during the kickoff meeting, or after the year has begun.</p>
<p>Customized program notes</p>	<ul style="list-style-type: none"> ● Recess modifications: ● CGT modifications: regarding scheduling class game times: <ul style="list-style-type: none"> ○ All classes receive a minimum of 1 CGT per month ○ Coach can lead a maximum of 3 thirty-minute CGTs per day, or 4 twenty-minute CGTs per day ● JCLP modifications: ● League modifications: Leagues may consist of practices and skill-building, but there might not be interscholastic games. ● Additional program modifications:
<p>Curriculum and assessment tools</p>	<p>Playworks may provide Customer with curriculum that supports Program implementation. Curriculum and materials will include the Playworks Playbook, Recess Coach Manual, Junior Coach Leadership Program lesson plans, recess assessment tools, and Class Game Time lesson plans.</p>
<p>Coach unavailability</p>	<p>Playworks will implement up to 5 professional development or peer learning days during the school year in which Coach will visit another Playworks site as part of their professional development and will not be on-site implementing the Program. Playworks will utilize some of these days to conduct observation of Program sustainability. Playworks will provide schools at least 14 days' notice for all professional development or peer learning days.</p> <p>Depending on the school's start date, Coach may not be on site for the first day of school. Playworks' Coach training takes place in early-mid August. There may be some missed days in the month of August due to staff training.</p> <p>If Coach is unable to be on-site due to illness or emergency, Coach will notify Customer, Program Manager, and Playworks' administrative office. Customer acknowledges that in the event of Coach absence, Playworks will not provide alternative support. Concerns about the number of absences of the Coach should be directed toward the Program Manager.</p> <p>In the event that the Coach is absent for more than five consecutive days and is unable to provide remote program due to following Playworks' self-quarantine policy, Customer may apply for a prorated credit from the sixth day of absence through the remaining consecutive days of absence. Only on-site program days will be counted in this credit calculation. Approved credits may be taken against future invoices. In the event that the credit is for the final billing period of the school year, the credit will be applied to the following school year.</p>

Limitations	<p>Playworks Programming is not a substitute for physical education (PE). Coach may coordinate with an existing PE program, but is in no way a substitute for credentialed PE teachers. Playworks staff may not support the process for grading students related to PE.</p> <p><u>During recess, Coach will be focused on facilitating recess components and will not be responsible for play area supervision.</u></p>
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Consultative support

Overview	<p>Program Manager will meet at least twice with Customer administration to evaluate ongoing Playworks Programming and support for continued school climate improvement.</p>
Observation visits	<p>Program Manager will regularly conduct program component observations during on-site programming. Program Manager will observe and assess Program function and efficacy, including the impact of the Junior Coach program during recess. Program Manager will provide feedback to Coach.</p>
Consultation visits	<p>Program Manager will lead 2 consultation sessions with Customer, one in the fall and one in the spring. Program Manager will formally evaluate Program implementation and provide Customer administration with assessments and recommendations.</p>

Program planning and impact

Planning calls and/or meetings	<p>Prior to Program launch, Customer agrees to participate in planning calls and/or meetings with Playworks to assign staff roles, communicate to the school, set schedules, and disseminate/collect paperwork to support the Program. This is often referred to as the kickoff meeting.</p>
Program setup	<p>Customer acknowledges the Program requires setup and school staff participation in order to deliver Program components effectively. No later than two weeks prior to the Program start, Customer will ensure setup and required school staff participation:</p> <ul style="list-style-type: none"> ● Set and confirm schedule of orientation activities ● Ensure required school staff attendance per component
Impact measurement tools	<p>Playworks may use one or more of the following tools to measure Program impact:</p> <ul style="list-style-type: none"> ● Teacher-reported survey about student SEL growth. Teachers will complete a short assessment of randomly selected group of students ● 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.

Incorporation by reference

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

Confirmed and agreed:

PLAYWORKS EDUCATION ENERGIZED

Signature: _____ *Tim Seso-Hunter* _____

Printed Name: _____ Tim Seso-Hunter _____

Title: _____ Program Director _____

Date: _____ 6/1/23 _____

NAME OF CUSTOMER: _____ Bridges Academy _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____