

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	17-0632
Introduction Date	4/26/17
Enactment Number	
Enactment Date	



# Memo

**To** Board of Education

**From** Devin Dillon, Ph.D., Interim Superintendent

**Board Meeting Date** \_\_\_\_\_  
*(To be completed by Procurement)*

**Subject** Memorandum of Understanding - Playworks Education Energized (contractor) - Community Schools and Student Services Department (site/department)

**Action Requested** Approval by the Board of Education of the Memorandum of Understanding between the District and Playworks Education Energized. Services to be primarily provided to Community Schools and Student Services Department for the period of March 1, 2017 through June 30, 2017.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*

Playworks works to improve the health and well-being of children by increasing opportunities for physical activity and safe, meaningful play.

**Discussion**  
*One paragraph summary of the scope of work.*

Approval by the Board of Education of a Memorandum of Understanding between District and Playworks Education Energized, Oakland, CA, for the latter to provide consultants for nine post training visits of on-site assistance and consulting for recess observations, modeling of games with students, recess team check-in, and playground assessment; the recess team will meet as a group with the trainer for 60-90 minutes to focus on assessment, recess action planning, reassessment and plan revisions, implementation and program evaluation for the Health and Wellness unit of the Community Schools and Student Services Department, for the period of March 1, 2017 through June 30, 2017, in an amount not to exceed \$22,500.00.

**Recommendation** Approval by the Board of Education of a Memorandum of Understanding between the District and Playworks. Services to be primarily provided to the Community Schools and Student Services Department for the period of March 1, 2017 through June 30, 2017.

**Fiscal Impact** Funding resource name (please spell out): 5854/Carol White Physical Education Program Grant in the amount of \$22,500.00.

**Attachments**

- Memorandum of Understanding
- Scope of Work
- Certificate of Insurance



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With *Every* Consent Agenda Contract.**

**Legislative File ID No.** 17-0632

**Department:** Community Schools and Student Services Department

**Vendor Name:** Playworks Education Energized

**Contract Term:** Start Date: March 1, 2017 End Date: June 30, 2017

**Annual Cost:** \$ 22,500.00

**Approved by:** Michelle Oppen

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

Playworks works to improve the health and well-being of children by increasing opportunities for physical activity and safe, meaningful play.

**Summarize the services this Vendor will be providing.**

Playworks Education Energized will provide consultants for nine post training visits of on-site assistance and consulting for recess observations, modeling of games with students, recess team check-in, and playground assessment. The recess team will meet as a group with the trainer for 60-90 minutes to focus on assessment, recess action planning, reassessment and plan revisions, implementation and program evaluation.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

Consultant has previously provided services to the department.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2016-2017

### Basic Directions

**Services cannot be provided until the MOU is fully approved and a Purchase Order has been issued.**

1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
4. OUSD contract originator creates the requisition on IFAS.
5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

### Agency Information

Agency Name	Playworks Education Energized	Agency's Contact Person	Philip Dizon
Street Address	380 Washington Street	Title	Regional Partnership Director
City	Oakland	Telephone	(510) 393-1473
State	CA	Zip Code	94607
		Email	philip.dizon@playworks.org
OUSD Vendor Number	V056142		
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input checked="" type="checkbox"/> Statement of qualifications <input checked="" type="checkbox"/> Program Planning Tool and Budget <input checked="" type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )		

### Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	March 1, 2017	Date work will end	June 30, 2017	Total Contract Amount	\$ 22,500.00
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### Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
5854	Carol White PEP Grant	9221223102	5825	\$ 22,500.00	R0174170
			5825	\$	
			5825	\$	
			5825	\$	

### OUSD Contract Originator Information

Name of OUSD Contact	Michelle Oppen	Email	michelle.oppen@ousd.org	
Telephone	510/879-2612	Fax	510/879-4605	
Site/Dept. Name	922/Community Schools and Student Services Department	Enrollment Grades		through

### Approval and Routing (in order of approval steps)

Services cannot be provided before the MOU is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov>)

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator	<i>Michelle Oppen</i>		
2. Resource Manager			
3. Network Superintendent/Deputy Chief/Exec Dir.	<i>Abonstante</i>		4/3/17
4. Cabinet (DSASEL, SBO, CFO)			
5. Board of Education or Superintendent			
Procurement	Date Received		



# PLAYWORKS

Dear Michelle,

This is an agreement between **Playworks Education Energized** and **OAKLAND UNIFIED SCHOOL DISTRICT** for the following services. Please review the training details and the terms of agreement and return the signed contract to Philip Dizon (philip.dizon@playworks.org)

Training type: CONSULTATION VISITS

Training Date/times: to be scheduled March and April 2017

# of participants: 20-40

Training Address:  (9 designated school sites)	Billing Address:  Oakland Unified School District Attn: Michelle Oppen 1000 Broadway Oakland, CA 94607
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### Cost

- Consultation at 9 sites \$22,500

**Total: \$22,500**

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### Terms of Agreement

#### Scope of Work:

The purpose of each consultative visit is to move the District closer to a well thought out, coordinated recess system that helps shift the entire school culture. In order to accomplish this:

1. The District will receive nine (9) post training visit(s) of on-site assistance & consulting (additional visits can be added at the daily consulting rate of \$2,500, priced before travel).
2. Consultative Visits consist of a range of services, including, but not limited to: full-recess observations, modeling of games with students, a recess team check in, and a Playground Assessment.
3. During the consultative visit, the recess team needs to be available to meet as a group with the trainer for 60-90 minutes.
4. The focus of each 60-90 minute session will consist of the following topics:
  - a. Assessment
  - b. Recess Action Planning
  - c. Reassessment and Plan Revisions
  - d. Implementation Revisions/ Fine-tuning
  - e. Program Evaluation


(Signature page to follow)

**Payment:** Payment is due within 30 days of receipt of the first invoice. After 30 days, a late fee of two percent of any outstanding balance will be charged monthly.

**Cancellations:** Cancellations must occur at least three weeks (21 days) prior to the agreed upon training date. Cancellations received after are non- refundable. "No shows" are non- refundable.

**Mutual Indemnity:** By signing this agreement **OAKLAND UNIFIED SCHOOL DISTRICT agrees to indemnify and hold harmless Playworks**, its directors, officers, employees, agents, affiliates, distributors, successors and assigns (collectively "Playworks") from any and all liability arising from the training. This indemnity extends, but is not limited to, any and all expenses, including attorney's fees, damages, judgments, fines, settlements and all other amounts that Playworks becomes legally obligated to pay because of any claim or claims made against Playworks arising from the Event.

By signing this agreement, **Playworks agrees to indemnify and hold harmless OAKLAND UNIFIED SCHOOL DISTRICT** its directors, officers, employees, agents, affiliates, successors and assigns for any and all claims for death, bodily injury and damage to tangible property caused by the sole negligence or wrongful act of Playworks staff, agents or representatives, arising from this training event. This indemnity extends, but is not limited to, any and all expenses, including attorney's fees, damages, judgments, fines and settlements

Signed: 

Name: Philip Dizon Title: Partnership Director, Northern California

Org: Playworks Education Energized

Date: March 6, 2017

Signed: 

Name: Andrea Bustamante Title: Executive Director

Org: OUSD

Date: 4/4/17

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>



PLAYEDU-01

POBAR1

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0H81923 G2 Insurance Services, LLC 140 New Montgomery, 21st Floor San Francisco, CA 94105	CONTACT NAME:
	PHONE (A/C, No, Ext): (415) 426-6600 FAX (A/C, No): (415) 426-6601 E-MAIL ADDRESS:
INSURED  Playworks Education Energized 380 Washington Street Oakland, CA 94607	INSURER(S) AFFORDING COVERAGE INSURER A: New Hampshire Insurance Company NAIC # 23841
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		01LX0921757500000	11/21/2016	11/21/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 ABUSE AND MOLES \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

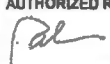
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Partner contract

Oakland Unified School District is included as additional insured per terms and conditions of the General Liability policy as respects the Named Insured's operations.

## CERTIFICATE HOLDER

## CANCELLATION

Oakland Unified School District Attn: Risk Management 900 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**SAM Search Results**  
**List of records matching your search for :**  
**Record Status: Active**  
**Functional Area: Performance Information**  
**Entity Name: Playworks**

**No Search Results**