

Board Office Use: Legislative File Info.	
File ID Number:	15-2165
Introduction Date:	11/18/2015
Enactment Number:	15-1827
Enactment Date:	11/18/2015

Memo

To: Board of Education

From: Antwan Wilson, Superintendent

Board Meeting Date: 11/18/2015

Subject: Professional Service Contract

Contractor: Playworks of Oakland, CA

Services for: 138-MARKHAM

Board Action Requested and Recommendation: Approval 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 Markham with one full-time Program Coordinator from Monday to Friday to carry out the Playworks Components as follows: Junior Coach program - a leadership training program for fourth and fifth graders; Class Game Time-organizing and leading individual classes with their teacher through group and skill building activities; Recess- organizing safe and inclusive opportunities for play and physical activity. for the period of 10/30/2015 through 06/09/2016 in an amount not to exceed \$32,000.00.

Background:
(A one paragraph explanation of why the consultant's services are needed.)

To improve the health and well being of the students at Markham by increasing opportunities for safe meaningful play.

Discussion:
(QUANTIFY what is being purchased.)

Playworks will provide Markham with one full-time Program Coordinator from Monday to Friday to carry out the Playworks Components as follows: Junior Coach program - a leadership training program for fourth and fifth graders; Class Game Time-organizing and leading individual classes with their teacher through group and skill building activities; Recess- organizing safe and inclusive opportunities for play and physical activity.

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Fiscal Impact: Funding Resource name(s) (detailed below) not to exceed \$31,921.92.

\$32,000.00

UNREST CONCENTRATION SUPPORT

Attachments: Professional Services Contract including Scope of Work

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2015-2016

This Agreement is entered into between Playworks of Oakland, CA
(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:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 10/30/2015, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$86,000.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$86,000.00, whichever is later. The work shall be completed no later than 06/09/2016.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Thirty-One Thousand Nine Hundred Twenty-One Dollars and 92/100 Dollars (\$31,921.92) [per fiscal year], at an hourly billing rate not to exceed \$195.84 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 the District and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: N/A, which shall not exceed a total cost of \$0.00.

5. CONTRACTOR Qualifications / Performance of Services:

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.

Standard of Care: CONTRACTOR warrants 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.

- 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.
- 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: ALANA WHITT-SMITHSite /Dept.: 138-MARKHAMAddress: 7220 Krause AveOakland, CA 94605Phone: 6393202Email: ALANA.WHITT-SMITH@ousd.k12.ca.us**CONTRACTOR:**Name: Jackie HemannTitle: Program ManagerAddress: 155 Filbert St. Suite 234Oakland, CA 94607Phone: 510-768-7345Email: jhemann@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.

8. **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.

9. **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 and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

☒ CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

☐ CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. 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.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

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 or sexual orientation.

13. **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.
 14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
 15. **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. CONTRACTOR consents to use of 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.
 16. **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.
 17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
 18. **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 affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 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 contract 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.
19. **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.
 20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the 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).
 21. **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.
 22. **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.

23. **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.

24. **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/>).
25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
27. **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.
28. **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.
29. **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.
30. **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 formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
31. **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.

OAKLAND UNIFIED SCHOOL DISTRICT



☒ President, Board of Education

☐ Superintendent or Designee



Secretary, Board of Education

CONTRACTOR

Jackie Hemann

Contractor Signature

Jackie Hemann, Program Manager

Print Name, Title

Form approved by OUSD General Counsel for 2015-16 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.

Markham students will have less bullying and exclusionary behavior.

Markham students will know that their school is safer and and that they are engaged in more inclusive play during recess. Markham students will spend less time transitioning from recess to the classroom reclaiming valuable learning time. Markham students will enjoy adult led activities more than schools without Playworks.

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:
(Check all that apply.)

- | | |
|--|--|
| <input type="checkbox"/> Ensure a high quality instructional core | <input type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools |
| <input type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- ☐ **Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number(s):

- ☐ **Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP 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 CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.



2015-16 Memorandum of Understanding

This memorandum of understanding is entered into between Playworks and **Markham elementary** School located in **Oakland, CA** (the "School").

Playworks is a non-profit, public benefit corporation organized and operated exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code. The mission of Playworks is to improve the health and well-being of children by increasing opportunities for physical activity and safe, meaningful play. Playworks contracts with schools to provide a high quality, multi-faceted program to accomplish this mission during the school day and after school. This memorandum of understanding is entered into for the purpose of establishing an effective partnership between the School and Playworks.

Logistics

Playworks and the School understand that:

1. The Playworks Coach will be an employee of Playworks or an AmeriCorps member contracted by Playworks, and will be an active member of the School community.
2. The Playworks Coach is trained by Playworks prior to the first day of programming and receives regular training and supervision throughout the school year. The coach receives training in youth development, group management, safety and leading healthy play and physical activities for elementary-aged students. Program coordinators are CPR/first aid certified, fingerprinted through the Department of Justice and tested negative for tuberculosis. Coaches also attend a mandated reporting workshop and are required by law to report suspected child abuse.
3. AmeriCorps: In the event that the Playworks Coach is an AmeriCorps member, the member:
 - A. may not engage in religious or politically affiliated activities including: attempting to influence legislation, protesting, union organizing, engaging in partisan political activities, engaging in religious instruction and participating in voter registration drives.
 - B. may choose to do AmeriCorps paperwork or planning on-site before or after their regularly scheduled day. No direct service at the school site is required of the coach outside of the scheduled timeframe.
4. A Playworks Program Manager is responsible for supervision of the coach and will provide the coach with support in the initial program implementation at the School. **School administrators will meet the Playworks Program Manager within the first month of the school year.** The program manager should be contacted regarding any program problems or questions.
5. Playworks programming is not a substitute for physical education (PE). Playworks Coaches may coordinate with an existing PE program, but are in no way a substitute for credentialed PE teachers. Playworks Coaches may not support the process for grading students related to PE.
6. Playworks offers a teacher training for all teachers and school staff at the School. This teacher training provides teachers and school staff with best practices and examples to implement opportunities for play and physical activities for their students. **The School must provide the Playworks with a block of staff**

development time, ideally two to three hours, for this teacher training within the first six weeks of the school year.

7. Coaches will make every effort to stay healthy and not miss any school days. However, there will be days when the coach is ill and there will be no one available to substitute for them. Coaches are required to call the school, their program manager and the Playworks administrative office in the event of illness or injury. Concerns about the number of absences of the coach at your school should be directed toward the program manager for your region.

8. In the event that the Playworks coach is absent from the School for more than five consecutive days, your school may apply for a prorated credit from the sixth day of absence through the remaining consecutive days of absence. Only regular school 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.

9. Playworks will implement two peer-learning days during the school year in which the Playworks 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 30 days notice for all peer learning days.

Program

10. Schedule: Playworks will provide the School with **one** coach 4 days per week for a total of 7 hours for in-school and out-of-school programming (within an 8 hour timeframe) and a total of 4 hours of in-school programming on a 5th day of week as described in this memo of understanding. Appropriate lunch and break times will be designated as an eighth hour of the daily schedule. Additionally, a minimum of 2 hours per week will be assigned as planning and prep time for the coach to complete Playworks administrative tasks. **Please see sample school schedules in the Playworks additional resources provided to determine the hours of program service at School.**

11. Playworks program end date with the School will be based on the last day of the school year stated on the original school calendar provided to Playworks by August 1, 2015. If the School has a full year schedule or alternative calendar, Playworks and the School will determine the end date of programming prior to the start of the school year.

12. The Playworks program has interrelated components. Our training and curriculum is geared towards students in kindergarten through sixth grade. The grade preferences listed by each component below reflect the range to which our curriculum is designed and taught to the Playworks Coaches:

A. Recess (grade levels: all grades) – starts on the first day of Playworks programming

Playworks will use the recess times to coordinate the playing of core playground games and sports as well as to introduce skills-building activities and cooperative games. The coach is required to be at all regularly scheduled recess periods. Coaches are focused during recess on facilitating recess and are not available for yard supervision. Playworks and the School will work together to create an indoor recess plan in case of inclement weather. School agrees to provide adult recess space supervision during all recess periods. Playworks does not support the removal of recess privileges for extended periods of time, as a method of discipline.

B. Class Game Time (grade levels: all grades) - Starts by third week of Playworks programming

Playworks Coaches provide classroom teachers Class Game Time, the purpose of which 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. The Playworks Program Manager and the Coach will work with the School 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. Class Game Time can be delivered to middle school students as long as the schedule and structure is consistent with lower grades Class Game Times. **The School agrees to provide the presence of a credentialed adult, preferably the classroom teacher, during the Class Game Time session. Playworks requires the program manager's approval on all Class Game Time schedules before distribution to School and teachers.** Coaches can not schedule Class Game Times during any regularly scheduled recess period.

c. Leagues (grade levels: 4-6) - Start dates vary.

Based on available resources and the proximity of neighboring schools, Playworks will organize two non-competitive, skills-building leagues for fourth and fifth grade students. The coach will be responsible for recruiting for the Playworks Girls Basketball and Co-ed Volleyball leagues as well as coaching at least one practice per week, generally at the school site, and one evening game held off site. Playworks leagues take place over a period of approximately 6-12 weeks during the school year. No transportation will be provided by Playworks to or from any game or practice.

d. Junior Coach Leadership Program (grade levels: 4-6) - Starts by the fourth week of Playworks programming Playworks will provide a Junior Coach leadership program to establish student leadership within the school and to build student ownership of some key school functions. Junior Coaches are selected in the fourth week of Playworks programming through a process that includes student application, teacher recommendation and parent permission. These students serve as role models on the playground during recess.

- During the School Day: Junior Coaches are required to participate as leaders at recess 1-3 times a 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.
- Out of School Time: The JCLP supports the development of self-awareness, self-advocacy and community leadership in students by providing 2-4 hours of engaging skill development trainings, team-building games, and fun Playworks activities each week during out of school time. 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, but is not limited to, thematic units on Junior Coach job training, conflict resolution strategies, leadership development, inclusion practices and community service and action. Playworks Coaches lead trainings and skills practice activities in order to prepare Junior Coaches for their leadership role on the playground. 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.

e. Out of School Time Programming

The School and Playworks will determine if a model of Before School Recess is viable option based on school schedule and implementation of other components.

School Partnership

Playworks and the School understand the importance of the role of the School in the successful implementation of the Playworks program at their site. As such the School agrees to:

13. Program implementation:

- A. Support implementation of each program component as described under **Program**
- B. Schedule date for teacher training as referenced in **Logistic #6**

14. Data Collection:

- A. The School will participate in reasonable data collection efforts at various times throughout the year
- B. necessary to support Playworks programming and reporting requirements including but not limited to surveys of teachers, principal and students, student attendance, limited disciplinary records and health and leadership assessments. The principal will be provided with a data collection schedule at the start of the school year. The principal agrees to manage school staff completion of data collection for Playworks.
- C. Playworks maintains confidentiality of all student-level data and reports only in aggregate to funders.

15. Equipment: The School will purchase and provide a basic set of playground equipment based on a sample list provided before the beginning of the school year. Playworks will maintain the equipment

throughout the school year.

16. Workspace: The School will provide a workspace and access to a computer and the internet for the coach.

17. Payment: The School will support implementation of all necessary steps to ensure timely payment of all invoices based on agreed upon payment installation.

Payments

18. The fee for the Playworks program for one school year is \$32,000. This is a fixed cost and may not be pro-rated, regardless of program start or end date.

19. Payment on all invoices is due within 30 days of invoice date. Please initial next to your requested payment schedule:

_____ *Full year: invoiced September 1 - A discount of 3% applies if invoice is **paid** in full by 9/30/2015. See below*

_____ Semester: 50% invoiced September 1 and 50% January 20

_____ Quarterly: 4 equal payments invoiced on September 1, November 10, January 20, and April 1

_____ Monthly: 10 invoices September 1 through June 1

20. Program Suspension/Termination: At the discretion of Playworks or the School, and with reasonable advance notice, programming may be discontinued at the School during the course of the school year. Playworks reserves the right to suspend programming if payment of amounts owed is not made in a timely manner.

21. School fee discounts: The school must be responsible for the entirety of the fee for the discount to apply. (If Playworks receives a grant that partially pays for the school fee, that school is not eligible for the discount.) Also, if Playworks receives a discounted payment after September 30, the school will owe the unpaid amount, even if the school takes all appropriate and necessary actions for payment to proceed in a timely manner.

22. Please check all potential funding source(s):

- ☐ Categorical funds
- ☐ General purpose funds
- ☐ PTA/PTO
- ☐ **Other:** _____

Playworks

Signed: _____

By (print name/title): _____

Date: _____

School

Signed by Principal: _____

By (print name): _____

Date: _____

District (only as required by District)

Signed by Administrator: _____

By (print name): _____

Date: _____

