

Board Office Use: Legislative File Info.	
File ID Number	17-2105
Introduction Date	11/8/17 12/3/17
Enactment Number	17-1740
Enactment Date	12/3/17



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date November 8, 2017

Subject Professional Services Contract - Playworks, Inc. (contractor) - Community Schools and Student Services Department (site/department)

Action Requested Approval by the Board of Education of the Professional Services Contract between the District and Playworks, Inc. Services to be primarily provided to Community Schools and Student Services Department for the period of September 1, 2017 through June 30, 2018.

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 for every kid in OUSD's elementary schools. Playworks contracts with schools to provide a high quality, multi-faceted program to accomplish this mission during the school day and after school.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Professional Services Contract between District and Playworks, Inc., Oakland, CA, for the latter to provide an on-site shared Site Coordinator to both implement and model recess programming for school designated recess teams at 10 elementary schools (Martin Luther King, Jr., Franklin, EnCompass Academy, East Oakland Pride, Korematsu, Esperanza, Global Family, Grass Valley, Community United and Allendale) Monday through Friday for one week out of every 4 weeks during the course of the school year, four days a week for a total of 5 to 7 hours for in-school and out-of- school programming and one day a week for a total of 4 hours of in-school programming; provide School with schedule for TeamUp implementation weeks; due to the School calendar, consultant may utilize certain weeks to implement program components on a daily versus a weekly schedule; final program schedules and preparation periods will be approved by both Playworks and School, via the Community Schools and Student Services Department, for the period of September 1, 2017 through June 30, 2018, in an amount not to exceed \$190,000.00.

Recommendation Approval by the Board of Education of a Professional Services Contract between the District and Playworks. Services to be primarily provided to the Community Schools and Student Services Department for the period of September 1, 2017 through June 30, 2018.

Fiscal Impact Funding resource name (please spell out): 5854/Carol White Physical Education Program Grant in the amount of \$190,000.00.

Attachments

- Professional Services Contract
- 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. 17-2105

Department: 922/Community Schools and Student Services Department

Vendor Name: Playworks, Inc.

Contract Term: Start Date: 9/1/17 End Date: 6/30/18

Annual Cost: \$ 190,000.00

Approved by: Michelle Oppen / Mara Larsen-Fleming

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

OUSD and Playworks have been partnering for over 20 years. For our Carol White Physical Education Program (PEP) grant, we identified Playworks as a partner to work with us on our goal of creating physically active, inclusive, safe recess periods at 10 elementary schools. Through the Playworks Team Up program, we are able to meet this goal.

Summarize the services this Vendor will be providing.

At 10 elementary schools (MLK, Franklin, EnCompass, East Oakland Pride, Korematsu, Esperanza, Global Family, Grass Valley, Community United and Allendale), Playworks and the District will partner to increase opportunities for safe and meaningful play for every kid. For the duration of the 2017-18 school year, Playworks will : provide an on-site shared Site Coordinator to both implement and model recess programming for school designated recess teams.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

Standard price for program is \$19,000 per school and we accepted that price as fair.

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** - *grantor specified vendor*
- 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**

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2017-2018

This Agreement is entered into between Playworks, Inc. (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 ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** The term of this agreement shall be September 1, 2017 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$88,300 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$88,300, whichever is later) to June 30, 2018. The work shall be completed no later than June 30, 2018.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed One Hundred and Ninety Thousand Dollars (\$190,000.00) per fiscal year, at an hourly billing rate not to exceed ___N/A___ per hour. This sum shall be for full performance of this Agreement and includes

all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

- 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 N/A

- 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:

Professional Services Contract

OUSD Representative:

Name: Michelle Oppen _____
Site /Dept.: Health and Wellness _____
Address: 1000 Broadway, Suite 150 _____
Oakland, CA 94607 _____
Phone: 510-879-2612 _____
Email: Michelle.Oppen@ousd.org _____

CONTRACTOR:

Name: Philip Dizon _____
Title: Partnership Director, Northern California _____
Address: Playworks, 380 Washington Street _____
Oakland, CA 94607 _____
Phone: (415) 890-6724 _____
Email: philip.dizon@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 at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. 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, sexual orientation, or other legally protected class.

Professional Services Contract

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.

OUSD agrees to hold harmless, indemnify, and defend CONTRACTOR 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. OUSD also agrees to hold harmless, indemnify, and defend CONTRACTOR 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 OUSD 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 contact with OUSD pupils in providing services to the District under this Agreement."

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

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

Professional Services Contract

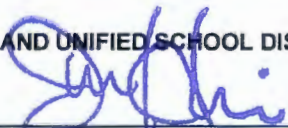
incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.

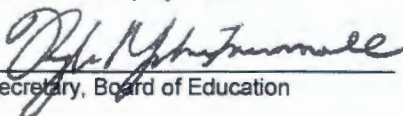
- 22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply 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, 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.
- 26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
- 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 that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 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.
- 32. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

OAKLAND UNIFIED SCHOOL DISTRICT



 President, Board of Education
 Superintendent
 Chief or Deputy Chief


 Secretary, Board of Education

12/14/17
Date

12/17/17
Date

CONTRACTOR


 Contractor Signature

10/20/2017
Date

Philip Dizon, Partnership Director - Playworks

 Print Name, Title

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

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 Exhibit 1 attached.

Professional Services Contract

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.

See Exhibit 1 attached.

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 checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" 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: _____
- 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.



PLAYWORKS

EDUCATION ENERGIZED

EXHIBIT 1

SCOPE OF WORK AND PROGRAM GOALS

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 District and Playworks.

Scope of work

Playworks and Oakland Unified School District ("District") will partner to increase opportunities for safe and meaningful play for every kid in Oakland Unified School District's elementary schools. For the duration of the 2017-18 school year, Playworks will provide the following services for schools:

Playworks will provide an on-site shared Site Coordinator to both implement and model recess programming for school designated recess teams. Available for 10 schools.

OUSD Schools to be serviced:

- Allendale Elementary
- Community United Elementary
- East Oakland Pride Elementary
- Encompass Academy Elementary
- Esperanza Elementary
- Global Family Elementary
- Fred T. Korematsu Discovery Academy
- Martin Luther King, JR. Elementary
- Grass Valley Elementary
- Franklin Elementary

TeamUp Logistics

1. The Playworks Site Coordinator will be an employee of Playworks.
2. The Playworks Site Coordinator is trained by Playworks and receives regular training and supervision throughout the school year. The site coordinator receives training in youth development, group management, safety and leading healthy play and physical activities for elementary age students. Site coordinators are CPR/first aid certified, are fingerprinted through the Department of Justice and are tested negative for tuberculosis. Site coordinators also attend a mandated reporting workshop and are required by law to report suspected child abuse.
3. A Playworks Program Manager is responsible for supervision of the site coordinator and should be contacted regarding any program problems or questions.
4. Playworks programming is not a substitute for physical education (PE). Playworks Site Coordinators may coordinate with an existing PE program, but are in no way a substitute

for credentialed PE teachers or a PE program. Playworks staff may not support the process for grading students related to PE.

5. If the site coordinator is unable to deliver programming due to illness or emergency, the program manager will communicate to the School their availability to support implementation of the Junior Coach training, coaching sessions with the recess coach and additional observation visits as needed.
6. The School will identify two roles that will support implementation of this program, the **School Recess Coach** and **School Recess Manager**.
 - a. **School recess coach:** School will identify a recess coach who will co-facilitate program components and receive on-going coaching and professional development from the site coordinator and program manager. The school recess coach will be an employee of the School. The recess coach will deliver the Playworks program during the days that the Playworks Site Coordinator is off-site.
 - b. **School recess manager:** School will identify a recess manager who will serve as the direct supervisor for the recess coach and will serve as the School's liaison for the site coordinator and program manager.

TeamUp Implementation Weeks

7. Schedule:
 - a. Playworks will provide the School with one site coordinator Monday through Friday for one week out of every 4 weeks during the course of the school year, four days a week for a total of 5 to 7 hours for in-school and out-of-school programming and one day a week for a total of 4 hours of in-school programming.
 - b. Playworks will provide School with schedule for TeamUp implementation weeks.
 - c. In some cases, due to the School Calendar, Playworks may utilize certain weeks to implement program components on a daily versus a weekly schedule.
 - d. Final program schedules and preparation periods will be approved by both Playworks and School at the start of the school year.
8. **Program Components:** There are three components that the Playworks Site Coordinator will provide both consultation and facilitation during the TeamUp implementation weeks:

Recess (*grade level: all grades*)

Playworks will work with the school recess coach to use the recess times to coordinate the playing of core playground games and sports as well as to introduce skills building exercises and cooperative games. During this time the site coordinator will provide consultation and modeling for the school recess coach on strategies for recess facilitation. During recess, the site coordinators are focused on facilitating recess and consulting the recess coach 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. The School agrees to provide adult yard supervision during all recess periods. Playworks does not support the removal of recess privileges for extended periods of time as a method of discipline.

Junior Coach Program (*grade level: 4-6*)

Playworks will provide a Junior Coach program to establish student leadership within the school and to build student ownership of some key school functions. Junior Coaches are selected through a process that includes student application, teacher recommendation and parent permission. These students serve as role models on the playground during recess. Playworks will work with the School and the school recess coach to implement this Junior Coach program.

- **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 site coordinator will provide 2-4 hours of engaging skill development trainings, team-building games and fun Playworks activities. 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* and *Inclusion Practices*. Playworks Site Coordinators lead trainings and skill 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.

Class Game Time (*grade level: all grades*)

Playworks Site Coordinators provide classroom teachers 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. The site coordinator 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. The School agrees to provide the presence of a credentialed adult, preferably the classroom teacher, during the Class Game Time session. Playworks requires the site coordinator's approval on all Class Game Time schedules before distribution to school and teachers. Site coordinators cannot schedule Class Game Times during any regularly scheduled recess period.

9. Professional Development:

- a. The Playworks Site Coordinator and Program Manager will provide the School with eight hours of professional development throughout the course of the school year. Workshop content will include: Playworks Theory of Change, Playworks program implementation training and sustainable program model strategy.
- b. The School will determine whether professional development workshops will require attendance of all school staff or specified staff responsible for program implementation, management and support.
- c. The school recess coach will be required to attend all professional development sessions.

10. Coaching Sessions:

- a. The site coordinator will provide a minimum of one hour of coaching sessions with the recess coach during their TeamUp week to support their skill development and capacity to facilitate recess and the Junior Coach program during the school implementation weeks.
- b. Coaching content will include: group management strategies, rapport building, game facilitation, curriculum delivery, program implementation management and program quality strategy.
- c. Playworks and the School will determine the schedule for the coaching sessions at the beginning of the school year.

11. Curriculum and Assessment Tools:

- a. The School will be provided with Playworks curriculum that supports program implementation. The curriculum includes: Playworks Playbook, Junior Coach Leadership Program lesson plans and Class Game Time lesson plans.

- b. The School will be provided with recess assessment tools to support the ongoing evaluation of program quality

School Implementation Weeks

12. During these weeks the Playworks Site Coordinator will not be on-site directly facilitating program components or coaching sessions with the school recess coach.
13. The School agrees to support the school recess coach to be present to facilitate the following components:
 - a. Recess (*grade level: all grades*): school recess coach will implement the recess program model as defined by Playworks.
 - b. Junior Coach Leadership Program (*grade level: 4-6*): school recess coach will support the Jr Coach Program implementation through the supervision and management of Junior Coaches at recess.
14. The program manager will conduct observation visits at least once during school implementation weeks. During this time the program manager will observe and assess recess function and efficacy including the impact of the Junior Coach program during recess. The program manager will provide feedback to the recess coach manager to address a continuous program quality improvement strategy.
15. The program manager will conduct a minimum of 2 consultation visits, one in the fall and one in the spring. During this time the program manager will formally evaluate program implementation and provide school administration with a report with assessments and recommendations. The program manager will schedule at least one visit in the spring with the school administration to evaluate the ongoing Playworks programming services and product support for continued school climate improvement.

School Partnership

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

16. Identify and manage the recess coach and recess manager role throughout the school year.
17. Commit to ensuring recess coach is present for all program implementation, professional development and coaching sessions. The total hours will include: all hours for recess periods, **one hour** per TeamUp week for Recess Coach to attend coaching session with Site Coordinator, and **eight hours** of professional development off site per year.
18. Attend all consultation and evaluation meetings scheduled with program manager.
19. **Program Implementation:**
 - a. Support implementation of each program component as described under TeamUp Implementation Weeks and School Implementation Weeks
 - b. Schedule date for staff training prior to program start date.
20. Provide a basic set of playground equipment, based on a sample list provided, before the beginning of the school year. Playworks will support the recess coach with systems to maintain the equipment throughout the school year.
21. Provide a workspace for the site coordinator, classroom space for Junior Coach Leadership Program trainings as well as access to a computer and the Internet.

Playworks Mandatory Job Requirements & Mandatory Screening

Fingerprinting and Background Check: Background checks are conducted on all employees. Playworks uses various agencies/processes to conduct the background checks and fingerprints (depending on the state). We conduct State and FBI background checks and sexual offender checks on the National Sex Offender Public Registry Website (NSOPR). Any finding of criminal history may be cause for non-hire and/or termination. Employment is contingent on satisfactory completion of a background check.

Guidelines for Mandated Reporting at Playworks: At Playworks we adhere to the laws and regulatory requirements specified for Mandated Reporters. Mandated Reporters are individuals who are mandated by law to report known or suspected child maltreatment. They are primarily people who have contact with children through their employment. Mandated reporters are required by the state to report any known or suspected instances of child abuse or neglect to the county child welfare department or to a local law enforcement agency (local police/sheriff's department).

CPR and First Aid: All school site staff must be CPR and First Aid certified. Playworks provides mandatory CPR and First Aid training for certification and re-certification.

Tuberculosis (TB) Testing: All school site staff must have a negative TB test or clear chest x-ray on file to work in the public schools. TB tests are valid for 24 months.

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.

Liability: Playworks agrees to provide the district with current insurance for both liability and workers compensation for all Playworks employees. The certificate of insurance must name the district as additional insured. The District will provide their own liability covering all District employees that attend/participate Playworks programming.

Please notify Playworks immediately of any problems in regards to the payment schedule. Payments can be made out to: *Attn: Accounting, Playworks, 380 Washington St, Oakland, CA 94607*

Cost:

1) TeamUp: Shared Coach model for 10 sites	\$ 190,000.00
Total Cost of Project:	\$ 190,000.00

Payment Schedule:

Payment on all invoices is due within 30 days of invoice date. Please initial next to your requested payment schedule for 2017-18:

Full year: invoiced September 1st, 2017 - A discount of 3% applies if invoice is paid in full by September 30th, 2017
 Semester: 50% invoiced September 1st, 2017 and 50% January 20th 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/06/2017

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		NAIC #	
	INSURER A : New Hampshire Insurance Company		23841	
	INSURER B : Berkshire Hathaway Homestate Insurance Company		20044	
	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <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 OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PLWC710333	11/21/2016	11/21/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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 as required by written contract per terms and conditions of the General Liability policy as respects the Named Insured's operations.

CERTIFICATE HOLDER Oakland Unified School District Attn: Risk Management 1000 Broadway, Suite 44 Oakland, CA 94607	CANCELLATION 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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PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2017-2018



Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

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

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and Talent Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition, the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist	<input type="checkbox"/> For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
	<input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/)
	<input type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact *Emails about this contract should be sent to: (required)* Rneee.Johnson@ousd.org

Contractor Information

Contractor Name	Playworks	Agency's Contact	Philip Dizon				
OUSD Vendor ID #	V056142	Title	Partnership Director				
Street Address	380 Washington Street	City	Oakland	State	CA	Zip	94607
Telephone	(415) 890-6724	Email (required)	philip.dizon@playworks.org				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	September 1, 2017	Date work will end	June 30, 2018	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)			

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition

Resource #	Resource Name	Org Key	Object Code	Amount
5854	Carol White PEP	9221223102	5825	\$ 190,000.00
	Grant		5825	\$ 0.00
			5825	\$ 0.00
Requisition No. (required)	R0181433		Total Contract Amount	\$ 190,000.00

Approval and Routing (In order of approval steps)

Services cannot be provided before the contract 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/>)

1.	Administrator / Manager (Originator)	Name	Michelle Open	Phone	510-879-2612
	Site/Department (Name & #)	922/Community Schools and Student Services Department		Fax	510-879-4605
	Signature	<i>Michelle Open</i>		Date Approved	10/13/17
2.	Resource Manager, if using funds managed by	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community School Development <input checked="" type="checkbox"/> Community Schools & Student Services <input type="checkbox"/> Risk Mgmt			
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature			Date Approved	
3.	Network Superintendent/Deputy Network Superintendent				
	Signature	<i>Andi Bugstank</i>		Date Approved	
4.	Chiefs / Deputy Chiefs	Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ _____			
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature			Date Approved	
5.	Superintendent, Board of Education <i>Signature on the legal contract</i>				
Legal	Required if not using standard contract		Approved	Denied - Reason	Date
Procurement	Date Received		PO Number		

SAM Search Results
List of records matching your search for :

Search Term : playworks* inc.*
Record Status: Active

No Search Results