Board Office Use: Le	gislative File Info.
File ID Number	13-0228
Introduction Date	Feb 13,7015
<b>Enactment Number</b>	13-0303
Enactment Date	2/13/1300



Community Schools, Thriving Students

# Memo

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The Board of Education

From

Tony Smith, Ph.D., Superintendent

By: Maria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operation

<b>Board Meeting Date</b>
(To be completed by
Procurement)

Subject

w 13, 2015

Professional Services Contract -CA (contractor, City State) Oakland Playworks (site/department) Think College Now

## **Action Requested**

Approval of a professional services contract between Oakland Unified School District and Playworks . Services to Think College Now for the period of be primarily provided to \_\_\_ 08/27/2012 through \_\_\_\_06/13/2013

## Background

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

Over the years, Playworks has reduced playground bullying and conflicts. Playworks has played an integral role in improving school climate through fun, healthy, inclusive games that promote physical activity. Playworks builds play and physical activity into positive school environment, offering opportunities throughout the entire day, beginning before the first bell rings and continuing until well after the end of the day.

## Discussion One paragraph

summary of the scope of work.

Playworks will provide TCN with one full-time Program Coordinator Monday-Friday to carry out the four Playworks components. Components include: RECESS-organizing safe and inclusive opportunities for play and physical activity, CLASS GAME TIME-organizing and leading individual classes with their teacher through group and skill building activities, the JUNIOR COACH program- a leadership training program for fourth and fifth graders, and OUT OF SCHOOL-leading an after-school group or before school recess.

## Recommendation

Approval of professional services contract between Oakland Unified School . Services to District and Playworks Think College Now for the period of be primarily provided to \_\_\_ 08/27/2012 through 06/13/2013 .

### Fiscal Impact

Funding resource name (please spell out) Prop 49/ASES not to exceed \$ 28,500.00 SIP

## **Attachments**

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Commercial General Liability Insurance Certification
- TB screening documentation
- Statement of qualifications

Board Office Use: Legis	slative File Info.
File ID Number	13-0228
Introduction Date	FC 13, 2015
Enactment Number	13-6303
Enactment Date	2/13/15 01



## **PROFESSIONAL SERVICES CONTRACT 2012-2013**

This Agreement is entered into between the Oakland Unified School District (OUSD) and Playworks (CONTRACTOR). 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: The CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference. \_, or the day immediately following approval by the Superintendent Terms: CONTRACTOR shall commence work on 08/27/2012 if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year, or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/13/2013 Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to ). This sum shall Dollars (\$28.500.00 exceed Twenty-Eight Thousand Five Hundred 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: Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the 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. Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following: Individual consultants: ■ Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years. ■ Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year. ■ Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein. 2. Agencies or organizations: ■ Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein. Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this which shall not exceed a total cost of \$ \_ Agreement except: 6. 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

7. **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

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profession for services to California school districts.

below:

## **Professional Services Contract** CONTRACTOR: **OUSD Representative:** Name: Playworks Name: Jose Ruben Olivares Title: Program Director- Jackie Hemann Think College Now Site /Dept.: Address: 156 Linden St. Address: 94607 CA Oakland Oakland, CA Phone: (510) 431-2325 Phone: (510) 532-5500 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. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work. 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: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested. 2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein: Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained. 10. Insurance: 1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required: 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.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 11. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

#### Professional Services Contract

- 12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 13. Anti-Discrimination. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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, the 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.
- 14. **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 drugs on these sites.
- 15. 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.
- 16. 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.
- 17. **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.
- 18. **Termination:** OUSD may at any time terminate this Agreement upon 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.
- 19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
  - 1. Tuberculosis Screening
  - 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.

Contractor initial:

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

- 20. **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.
- 21. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the 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.
  - Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

#### **Professional Services Contract**

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- 22. 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.
- 23. Confidentiality. The 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.
- 24. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable OUSD policies, 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.

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.

- 25. 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.
- 26. **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. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. Contract Contingent on Governing Board Approval: The District shall not be bound by the terms of this Agreement until it has been formally approved by the District'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.
- 28. **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.
- 29. **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.
- 30. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/epls/search.do)

Summary of terms and compensation: Total Fee: \$ 28,500.00 Work shall be completed by: 06/13/2013 Anticipated start date: 08/27/2012 OAKLAND UNIFIED SCHOOL DISTRICT President, Board of Education ☐ Superintendent or Designee Certified: Program Director- Jackie Her. **Playworks** Print Name, Title Jr., Secretary Board of Education Introduction Date: Enactment Number: 1 Enactment Date:

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## **EXHIBIT "A" Scope of Work**

## DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR'S entire Proposal is <u>not</u> made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda - Must accurately align with scope of work below.

Playworks will provide TCN with one full-time Program Coordinator Monday-Friday to carry out the four Playworks components. Components include: RECESS-organizing safe and inclusive opportunities for play and physical activity, CLASS GAME TIME-organizing and leading individual classes with their teacher through group and skill building activities, the JUNIOR COACH program- a leadership training program for fourth and fifth graders, and OUT OF SCHOOL-leading an after-school group or before school recess.

	Scor	PE OF WORK
Pla	ayworks will provide a ma	eximum of 475.00 hours of services at a rate of \$60.00 per hour for a
tota	I not to exceed \$28,500.00 Services are anticipated to	begin on 08/27/2012 and end on 06/13/2013 .
1.	<b>Description of Services to be Provided:</b> Provi about what service(s) OUSD is purchasing and what <i>this</i> O	de a description of the service(s) the contractor will provide. Be specific Contractor will do.
	introduce skill-building exercises and cooperative gascheduled recess periods. Playworks offers teacher and teachers the rules, expectations, and skills of the structured setting. Playworks will provide a Junior C and to build student ownership of some key school france and includes maintaining and distributing the school in recess games and activities. Playworks will provide	
2.	result of the service(s): 1) How many more Oakland children are attending school 95% or more? 3) How many many more Oakland children have access to, and use, the service of the service o	nes from the services of this Contract? Be specific. For example, as a hildren are graduating from high school? 2) How many more Oakland more students have meaningful internships and/or paying jobs? 4) How he health services they need? Provide details of program participation will be able to). NOT THE GOALS OF THE SITE OR DEPARTMENT.
	TCN students will have less bullying and exclusionary behavior. TCN students will perceive their school to be safer and engage in mo TCN students will spend less time transitioning from recess to the cla TCN teachers will gain 18 hours of instructional time due to a smooth. TCN students will have better behavior and attention after participatin TCN students will have better behavior at recess and be more ready to TCN students will enjoy adult-led activities more than schools without	ssroom reclaiming valuable learning time. er transition from recess to classroom. g in sports, games and play. for learning after recess
3.	Alignment with District Strategic Plan: Indicat (Check all that apply.)	e the goals and visions supported by the services of this contract:
	✓ Ensure a high quality instructional core	✓ Prepare students for success in college and careers
	Develop social, emotional and physical health	Safe, healthy and supportive schools
	✓ Create equitable opportunities for learning	Accountable for quality
	✓ High quality and effective instruction	✓ Full service community district

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#### **Professional Services Contract**

4.	Plea	ase s	nent with Single Plan for Student Achievement (required if using State or Federal Funds) select: ion Item included in Board Approved SPSA (no additional documentation required) – Action Item Number:
			tion Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager er electronically via email of scanned documents, fax or drop off.
		1.	Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
		2.	Meeting announcement for meeting in which the SPSA modification was approved.
		3.	Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
		4.	Sign-in sheet for meeting in which the SPSA modification was approved.

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## CERTIFICATE OF LIABILITY INSURANCE

B/28/2012

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 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	(-)	CONTACT Donna Ko				
Barney & Barney LLC		PHONE (A/C, No, Ext): (510) 273-8888 FAX (A/C, No): (510) 273-8867				
CA License: 0C	03950	E-MAIL ADDRESS: donna.ko@barneyandbarney.com				
1999 Harrison	Suite 1230	INSURER(S) AFFORDING COVERAGE	NAIC #			
Oakland	CA 94612	INSURER A Markel Insurance Company				
INSURED		INSURER B: The North River Insurance Co.				
Playworks Educ	ation Energized	INSURER C:				
380 Washington	Street	INSURER D:				
		INSURER E :				
Oakland	CA 94607	INSURER F:				
001/504050	APPRICIA A TRANSPORT A	2011 GT /3-1- /TREE /TREE				

COVERAGES CERTIFICATE NUMBER: 2011 GL/Auto/UMB/WC 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.

ISR TR	TYPE OF INSURANCE	ADDL S	BUBR WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	S	
	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY		8502CY3447011	09/09/2011	11/21/2012	EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
A	CLAIMS-MADE X OCCUR	x	0302013447011			PREMISES (Ea occurrence)  MED EXP (Any one person)	\$	5,000
						PERSONAL & ADV INJURY	\$	1,000,00
						GENERAL AGGREGATE	\$	3,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	3,000,00
	X POLICY PRO- JECT LOC						\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A	ANY AUTO		8502CY3447011	09/09/2011	11/21/2012	BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS  X HIRED AUTOS  X NON-OWNED AUTOS  X NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$		
						PROPERTY DAMAGE (Per accident)	\$	
							\$	
	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	5,000,00
A	EXCESS LIAB CLAIMS-MADE		4602CY3447021	09/09/2011	11/21/2012	AGGREGATE	\$	5,000,00
	DED RETENTION \$						\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X WC STATU- TORY LIMITS OTH- ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					E.L. EACH ACCIDENT	\$	1,000,000
			4087033335 11/21	11/21/2011	11/21/2012	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Oakland Unified School District, its officers, agents, employees and volunteers are included as
additional insured with respect to operations of or work performed by the named insured per written
contract/agreement.

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1025 Second Avenue Oakland, CA 94606-2212	AUTHORIZED REPRESENTATIVE
	Kevin Mirsky/FEL M-K-V-

ACORD 25 (2010/05)

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/3/2012

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 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		CONTACT Donna Ko	370-2-2			
Barney & Barney LLC		PHONE [A/C, No. Ext): (510) 273-8888 FAX (A/C, No. (510) 273-8867				
CA License: 00	:03950	E-MAIL ADDRESS: donna.ko@barneyandbarney.com				
1999 Harrison	Suite 1230	INSURER(S) AFFORDING COVERAGE	NAIC #			
Oakland	CA 94612	INSURER A Markel Insurance Company				
INSURED		INSURER B: The North River Insurance				
Playworks Educ	ation Energized	INSURER C:				
380 Washington	Street	INSURER D:				
		INSURER E:				
Oakland	CA 94607	INSURER F:				
COVERACES	CEDTIFICATE MUMBED	2011 CT /Auto /Imb /WC /FO DEVISION NUMBER.				

CERTIFICATE NUMBER:2011

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 SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR		8502CY3447011		9/9/2012	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,00 \$ 1,000,00 \$ 10,00
	GEN'L AGGREGATE LIMIT APPLIES PER:  X POLICY PROJECT LOC					GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,00 \$ 3,000,00 \$ 3,000,00
A	X POLICY JECT LOC  AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X AUTOS X AUTOS		8502CY3447011 Comp. Deductible - \$500 Coll. Deductible - \$500	9/9/2011	9/9/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	s 1,000,00
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE  DED X RETENTION \$ 10,000		4602CY3447021	9/9/2011	9/9/2012		\$ 5,000,00 \$ 5,000,00 \$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	4087033335	11/21/2011	11/21/2012	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,00 \$ 1,000,00 \$ 1,000,00
A A	Professional Liability Abuse or Molestation		8502CY3447011 8502CY3447011		9/9/2012 9/9/2012	Limit Limit	\$1,000,00 \$1,000,00

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

CERTIFICATE HOLDER	CANCELLATION
Evidence of Coverage	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
	Kevin Mirsky/FEL

ACORD 25 (2010/05)

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PLAYWORKS EDUCATION ENERGIZED

DUNS: 799971668 CAGE Code: 5CRUS

Status: Active

380 WASHINGTON ST OAKLAND, CA, 94607-3533 , UNITED STATES

## **Entity Overview**

Entity Information

DUNS: 799971668
Name: PLAYWORKS EDUCATION ENERGIZED
Business Type: Business or Organization
POC Name: None Specified
Registration Status: Active
Expiration Date:05/06/2013

Exclusions

Active Exclusion Records? No

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Playworks East Bay 380 Washington Oakland, CA 94607 (510) 893-4180

playworks.org (=

Playworks Statement of Qualifications

Who We Are

Playworks' mission is to improve the health and well-being of children by increasing opportunities for safe, meaningful play. Playworks significantly reduces bullying and exclusionary behavior at our partner schools, allowing educators to reclaim valuable teaching time. Our programming provides as much as 30-45 minutes of daily physical activity to children throughout the school day by engaging all children in recess and extracurricular activities that focus on healthy and inclusive play. Playworks serves 170,000 students at over 380 low-income schools in 23 cities across the country.

Founded in 1996 at two schools in Berkeley, California, Playworks has grown into a \$30.8 million organization. We have a 16-year track record of success in implementing our model physical activity and play program in low-income elementary schools across the country. In 2008, the Robert Wood Johnson Foundation (RWJF), the nation's leading public health foundation, invested \$18.7 million in Playworks because it believes that Playworks' program improves children's health. In the last two years, Playworks has been featured on Nightline, Good Morning America and in the New York Times (http://tinyurl.com/Hard-Times-for-Recess), where it was touted as a program that turns recess into an opportunity to make the school a happier, healthier place where academic performance can improve for all students. In 2011, Forbes chose Playworks Founder and CEO Jill Vialet as one of its top 30 social entrepreneurs, those who are tackling the world's most intractable problems

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. COMMERCIAL GENERAL LIABILITY PLUS EXTENSION

Various provisions in this endorsement modify coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this endorsement the words "you" and "your" refer to the Named Insured shown in the declarations. The words "we," "us" and "our" refer to the company providing this insurance.

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Unless specifically stated in this endorsement, all other terms, conditions and exclusions of the policy remain unchanged.

The following is a summary of the limits, additional coverages and extensions provided by this endorsement. For complete details on specific coverages, consult the policy contract wording. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations, or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

#### **SCHEDULE**

Medical Payments	Increased to \$10,000 per person (unless excluded)
Supplementary Payments	
Bail Bonds	Up to \$5000
Loss of Earnings	Up to \$500 a day
Damage to Premises Rented to You	Up to the General Liability Each Occurrence Limit
Non-Owned Watercraft	Increased to 51 feet long
Non-Owned Aircraft	If rented or loaned with a paid crew
Property Damage from Elevator Use	Included
Broadened Definition of Insured	Included
Mental Anguish Resulting from Bodily Injury	Included
Advertising Injury from Televised or Videotaped Material	Included
Broadened Definition of Mobile Equipment	Included
Per Location and Per Project Aggregates	Included
Additional Insured - Managers or Lessors of Premises	Included
Additional Insured - Vendors (Limited)	Included
Additional Insured-By Written Contract, Agreement	
or Permit	Included
Additional Insured-Mortgagee, Assignee, or Receiver	Included
Extended "Property Damage" - Expected or Intended	
Injury	Included
Property Damage to Borrowed Equipment	Up to \$10,000 per "occurrence"
Property Damage to "Customers' Goods"	Up to \$10,000 per "occurrence"
Medical Personnel Coverage	Up to \$100,000 per "occurrence" if no other coverage form
-	applies
Limited "Product Withdrawal" Expense Coverage	\$10,000 per "Product Withdrawal"
Waiver of Transfer of Rights of Recovery	Included
Duties in the Event of "Occurrence", Claim or "Suit"	Included
Unintentional Failure to Disclose Hazards	Included
Liberalization	Included

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- **f.** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- **g.** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- h. Any failure to maintain the product in a merchantable condition; or
- i. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (1) The exceptions contained in subparagraphs d. or f.; or
  - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

## XIII. ADDITIONAL INSURED - BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

The following paragraph is added to WHO IS AN INSURED (Section II):

- **4.** Any person or organization for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:
  - a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
  - b. The person or organization is an insured only to the extent you are held liable due to:
    - (1) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy subject to the following additional provisions:
      - (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
      - **(b)** This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;
    - (2) Your ongoing operations for that insured, whether the work is performed by you or for you;
    - (3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
      - (a) The insurance does not apply to any "occurrence" which takes place after the equipment lease expires;
      - (b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;
    - (4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for that state or municipality.

- **c.** The insurance with respect to any architect, engineer, or surveyor, added as an "Insured" by this coverage, does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including:
  - (1) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
  - (2) Supervisory, inspection or engineering services.
- **d.** This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to Managers or Lessors of Premises, Vendors, or Mortgagees, Assignees, or Receivers. For Managers or Lessors of Premises, refer to ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES. For Vendors, refer to ADDITIONAL INSURED - VENDORS. For Mortgagees, Assignees or Receivers, refer to ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE, OR RECEIVER.

## XIV. ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE, OR RECEIVER

WHO IS AN INSURED (**Section II**) is amended to include as an insured the person or organization with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

## XV. EXTENDED "PROPERTY DAMAGE" - EXPECTED OR INTENDED INJURY

Exclusion 2.a. of SECTION I - COVERAGES, COVERAGE A is deleted in its entirety and replaced by the following:

**a.** "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### XVI. PROPERTY DAMAGE - BORROWED EQUIPMENT

- A. Paragraph (4) of Exclusion j. of SECTION I COVERAGES, COVERAGE A does not apply to "property damage" to borrowed equipment while that equipment is:
  - 1. Not being used to perform operations; and
  - 2. Away from an insured's premises.
- **B.** The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured whether primary, excess, contingent or on any other basis.
- C. SECTION III LIMITS OF INSURANCE is amended to add the following:

Subject to the General Aggregate provision, the most we will pay under this provision for "property damage" to borrowed equipment is \$10,000 per "occurrence".

## Search Results

## Current Search Terms: playworks\*

Your search for "Playworks\*" returned the following results...

Entity

PLAYWORKS EDUCATION ENERGIZED

DUNS: 799971668

Has Active Exclusion?: No

CAGE Code: 5CRU5

DoDAAC:

Status: Active 🕙 View Details

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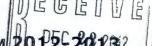








# Cor 11 Jity Schools, Triving Students PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012/2013



## **Basic Directions**

Additional directions and related documents are in the School Operations Library (http://intranet.ousd.ĸiż.ca.us)

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.

- 2. Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments

	and direct required directingents.	
4. Withi	in 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement.	
Attachme nt	For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.	-
Checklist	☐ For individual consultants: Proof of negative tuberculosis status within past 4 years	
	For All Consultants: Results page of the Excluded Party List (https://www.epls.gov/epls/search.do)	
	For All Consultants: Statement of qualifications (organization); or resume (individual consultant)	
	For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured	
Park 1881	For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)	
OUSD Staff Co	ntact Emails about this contract should be sent to (required)	_

		Contractor Infor	mation	Mr.	1 3 1 1		^	Land to
Contractor Name	Playworks	Agency	Agency's Contact		ackie Hernann			
OUSD Vendor ID#	V056142	Title			Program Director			
Street Address	156 Linden St.	City	Oakland		State	CA	Zip	94607
Telephone	(510) 431-2325	Email (	Email (required)   jhe		ann@playworks.org		[ - · b	104001
Contractor History	Previously been an OUSE	D contractor? ■ Yes □ No			orked as an OUSD		ee? 🗆	Yes No

C	ompensation an	d Terms – Must be with	in the OUSD	Billing Guidelines	
Anticipated start date	08/27/2012	Date work will end	06/13/2013	Other Expenses	\$28,500,00
Pay Rate Per Hour (required)	\$60.00	Number of Hours (required	475.00		7,000

If you ar	e planning to multi-		funds, please contact the State and Federal	Office before comple	eting requisition.
Resource #	Resource Nan	Programme and the second secon	Org Key		Amount
6010	Prop 49/ASE	S	1901553401		\$ 12,000.00
0523	SLIBG		1907395161		\$ 16,500.00
				5825	\$
Requisition No. (required)		R0308546	Total Contract Amou	int	\$ 28,500.00
		Approval and	Position (in order of supposed at	The second	

# 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 ap	pear on the Excluded P	arties List (ht	tps://www.epls.gov/epls/search.do)			
1.	The second secon				Phone	(510) 532-5500			
	Site / E	Site / Department Think College Now-				(510) 532-5551			
	Signature Such (Nurve)			Da	te Approved	11/13/12			
2.	Resource	Resource Manager, If using funds managed by: State and Federal Quality, Community, School Development Family, Schools, and Community Partnerships							
		Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)							
	Signature			Da	Date Approved				
	Signature (if using multiple restricted resources)			Da	Date Approved				
	Regional	Regional Executive Officer							
3.	☐Service ☐Consult	Services described in the scope of work align with needs of department or school site  Consultant is qualified to provide services described in the scope of work							
	Signature			Da	e Approved	1/16/13			
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under [], Over []\$50,000								
	Signature Maria Santes			Dat	Date Approved 4-29-/3				
5.	Superinte	ndent, Board of Education Sign	nature on the legal cont	ract					
Lega	al Required	if not using standard contract	Approved -	Denied - Reaso	on	Date			
Proc	Procurement Date Received			PO Number	Number				