

Board Office Use: Legislative File Info.	
File ID Number	16-2192
Introduction Date	10/26/16
Enactment Number	
Enactment Date	



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by Procurement) October 26, 2016

Subject Memorandum of Understanding - Playworks, Inc. (contractor) - Community Schools and Student Services Department (site/department)

Action Requested Approval of the Memorandum of Understanding between the District and Playworks, Inc. Services to be primarily provided to Community Schools and Student Services Department for the period of October 1, 2014 through June 30, 2017.

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

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of the Memorandum of Understanding between District and Playworks Inc., Oakland, CA, for the latter to partner with OUSD to increase opportunities for safe and meaningful play for every kid; provide a 2-day Recess Implementation Training for staff at up to 10 schools; 2-hour Power of Play implementation training for parents at up to 10 schools; equipment kits for up to 10 schools; consultative visits for up to 10 schools to school staff, enabling the school to take ownership of the initiation and implementation of their recess programming for the Health and Wellness Unit via the Community Schools and Student Services Department for the period of October 1, 2016 through June 30, 2017, in an amount not to exceed \$31,500.00.

Recommendation Approval of the Memorandum of Understanding between the District and Playworks, Inc. Services to be primarily provided to the Community Schools and Student Services Department for the period of October 1, 2016 through June 30, 2017.

Fiscal Impact Funding resource name (please spell out): 9233/Target Corporation-Health Recess Champ in the amount of \$31,500.00.

Attachments

- Memorandum of Understanding
- Addendum, Playworks 2016-17 MOU-Wellness



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2016-2017

Basic Directions

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

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

Agency Information

Agency Name	Playworks, Inc.	Agency's Contact Person	Philip Dizon
Street Address	380 Washington Street	Title	Regional Partnership Director
City	Oakland	Telephone	510.893.4180
State	CA	Zip Code	94607
Email	philip.dizon@playworks.org		
OUSD Vendor Number	V056142		
Attachments	<input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)		

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	October 1, 2016	Date work will end	June 30, 2017	Total Contract Amount	\$ 31,500.00
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Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
	Target Corporation Grant		5825	\$ 31,500.00	
			5825	\$	
			5825	\$	
			5825	\$	

OUSD Contract Originator Information

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

Approval and Routing (in order of approval steps)

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

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator	<i>Michelle Oppen</i>		
2. Resource Manager	<i>Maia [unclear]</i>		
3. Executive Director, Network Supt, Deputy Chief	<i>Audrey [unclear]</i>		9/29/16
4. Cabinet (CASEL, CCO, CFO, CSO)			
5. Board of Education or Superintendent			
Procurement	Date Received		



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. _____

Department: 922/Community Schools and Student Services Department

Vendor Name: Playworks

Contract Term: Start Date: October 1, 2016 End Date: June 30, 2017

Annual Cost: \$ 31,500.00

Approved by: _____

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

This is a local vendor who has a specialized service. Oakland schools have been partnering with Playworks for 20 years.

Summarize the services this Vendor will be providing.

Playworks will provide:
2 day Recess Implementation Training for staff at up to 10 schools
2 hour Power of Play implementation Training for parents at up to 10 schools
Equipment kits for up to 10 schools
Consultative visits for up to 10 schools

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

This is the standard rate of service from Playworks.

2) Please check the competitive bid exception relied upon:

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



2016-17 MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into between **Playworks and Oakland Unified School District**.

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 the School will partner to increase opportunities for safe and meaningful play for every kid. Playworks will provide a mix of services addressing the unique needs of the school. Playworks will provide professional development and consultative services to school staff, enabling the school to take ownership of the initiation and implementation of their recess programming.

Training Logistics

Training Schedule:

Playworks and the District understand that:

1. *Recess Implementation (RI)* Training for 10 designated schools will be delivered on:
Oct 6, 2016 8am-3pm
Oct 7, 2016 8am-3pm (40 participants max)
Location: 1000 Broadway, Oakland, CA
2. Consultative visits: 1 will be scheduled with Playworks and each designated school.
Date/time: TBD
3. All trainings must be scheduled by Sept 30th and consultative visits must be scheduled by Jan 15, 2016
4. Power of Play workshop for PTA Parents
Date/time: Oct 25, 2016 evening (TBD)
Location: TBD

Training Consultative Visits:

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

1. The District will receive ten (10) post training visit(s) of on-site assistance & consulting (additional visits can be added at the daily consulting rate of \$2,500, priced before travel).
2. Consultative Visits consist of a range of services, including, but not limited to: recess observations, modeling of games with students, a recess team check in, and a Playground Assessment.
3. During the consultative visit, the recess team needs to be available to meet as a group with the trainer for 60-90 minutes.

4. The focus of each 60-90 minute session will consist of the following topics:
 - a. Assessment
 - b. Recess Action Planning
 - c. Reassessment and Plan Revisions
 - d. Implementation Revisions/ Fine-tuning
 - e. Program Evaluation

Training Sustainability Strategizing

1. The Playworks Trainer will work with the Executive Director of The Foundation, the Palm Springs Program Manager and the Principals of the school to schedule the Consultative Visit.
2. The Consultative Visits that are cancelled by an individual school after travel has been booked cannot be rescheduled.
3. The District will pre-register participants the workshops to receive on-going support (Tips and Tricks, seasonal games, videos) throughout the year. The Account Manager will provide the registration link via email prior to the consultative phone call with the trainer.
4. Playworks strongly recommends that School administration participate in the workshops and work with the trainer in order to sustain methodology long-term.

Training Workshops

1. The District will receive up to at least 27 hours of professional development.
2. The Playworks Trainer will work with the District prior to delivering workshops with a 30-45 minute consultative phone call.
3. Workshops that are cancelled by an individual school after travel has been booked cannot be rescheduled.
4. Participants of each training will include all members of the recess team and all staff that is on the playground during recess.

Successful Training Implementation:

The School understands that the following will influence the level of success of the Recess Implementation Training Program.

1. A Staff or contracted member at each elementary school will be designated as the "Recess Coach."
2. The Recess Coach will be present on the playground most days for recess times.
3. In addition to and separate from the Recess Coach, the School agree to provide adequate adult yard supervision during all recess.
4. Playworks Trainer and Recess Coach will work with the School to create an organized playground environment during all school recesses. Playworks believes that recess is an integral part of the school day.
5. Playworks recommends that the Recess Coach also be given occasional access to classes in order to teach games to smaller groups of students.

6. Playworks recommends that the Recess Coach's work hours include 1-2 hours before recess begins to implement recess systems.

Training Data Collection: The School agrees to participate in reasonable data collection efforts at various times throughout the year. This may include, but is not limited to:

- teacher surveys
- recess coach surveys
- principal surveys
- student surveys
- email questionnaire
- phone interview
- written statement about services and impact
-

* Playworks maintains confidentiality of all student-level data and reports only in aggregate to funders.

Training Equipment: (Included with the Recess Implementation workshop only)

The District will receive basic equipment to help support recess time. Playworks believes that equipment can be used as a medium to help facilitate play, but is not a determining factor to the success of recess. Replacement and upkeep of the equipment is the responsibility of the School and/or District
Equipment to be included with the Recess Implementation Training (one set of equipment per school that receives a full day of Consultation):

- 2 – 6" soft balls
- 1- 16" Playground ball
- 4- 8" rubber Kick balls
- 2- Soccer balls
- 1- Football
- 2- Basketballs
- 6-Jump Ropes
- Chalk
- 50- Cones
- 4- Sets of 15 flags
- Playworks Game Guide

Playworks Trainer will NOT function in a supervisory role of the Recess Coach, but will be able to provide administrators with periodic updates. Updates typically include goals and objectives (created by Recess Coach and Playworks Trainer) and recess observations (completed by Playworks Trainer).

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

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

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.

Cancellations: Cancellations must occur at least eight weeks (60 days) prior to the agreed upon training date. "No shows" are non-refundable.

Please notify us 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) Training: Recess Implementation (Incl 1 Consultative Visit) | \$ 7,000 |
| 2) Equipment kits for 10 schools total | \$ -- |
| 3) Additional Consultative Visit (9 @\$2500 ea) | \$22,500 |
| 4) Training: Power of Play | \$ 2,000 |
| 5) Travel (within the SF Bay Area) | \$ --- |


Total Cost of Project: \$31,500

Payment Schedule:

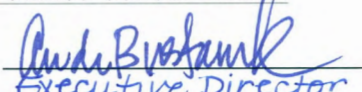
Payment is due within 30 days of receipt of the invoice. Invoices will be sent monthly, on the 1st of each month starting November 2016.

Please notify us 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*


Playworks Education Energized

Signed:  Name: Philip Dizon
Title: _____
Regional Partnership Director – Northern California
Address: 380 Washington St., Oakland, CA 94607
Date: 09/27/2016

Oakland Unified School District

Signed:  Name: Andrea Bustamante
Title: Executive Director
Date: 9/29/16

Approved as to Form


Jacqueline P. Minor
General Counsel Emeritus

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**ADDENDUM
PLAYWORKS 2016-17 MOU - WELLNESS**

A. Conduct of PLAYWORKS. PLAYWORKS will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications:

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.

B. Non-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.

C. 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.

D. Notices: All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: _____
 Site /Dept.: _____
 Address: _____
 Oakland, CA
 Phone: _____
 Email: _____

CONTRACTOR:

Name: Philip Dizon
 Title: Regional Partnership Director
 Address: 380 Washington Street
 Oakland, CA 94607
 Phone: 415-890-6724 (direct)
 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. 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.

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.

E. Insurance:

1. Commercial General Liability Insurance: 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.
- 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.

F. Assignment: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

G. 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.



H. 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.

OAKLAND UNIFIED SCHOOL DISTRICT

PLAYWORKS

Michelle Oppen, Wellness Coordinator
Community Schools & Student Services Dept.

9/28/16
Date

Philip Dizon,
Regional Partnership Director

9/27/16
Date

Andrea Bustamante, Executive Director
Community Schools & Student Services Dept.

9/29/16
Date

President, Board of Education

Date

Print Name, Title

Date

Superintendent and Secretary,
Board of Education

Approved as to Form

Jacqueline P. Minor
General Counsel Emeritus

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

SAM Search Results
List of records matching your search for :

Search Term : Playworks*
Record Status: Active

ENTITY	PLAYWORKS EDUCATION ENERGIZED	Status:Active
DUNS: 799971668	+4:	CAGE Code: 5CRU5 DoDAAC:
Expiration Date: Jan 10, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 380 WASHINGTON ST		
City: OAKLAND	State/Province: CALIFORNIA	
ZIP Code: 94607-3533	Country: UNITED STATES	