SAN LEANDRO UNIFIED SCHOOL DISTRICT

CONTRACTED SERVICES AGREEMENT

INSTRUCTIONS:

1. Submit Contracted Services Agreement for Board Approval at least 1 month prior to services.
2. Forms must be completed with all required signatures and have Board approval before the consultant/independent contractor can perform services for the District. (Requests submitted after services are performed will jeopardize payment.)
3. Clearances must be obtained with Human Resources Dept. (if applicable) prior to the start of services. Originating Dept. will follow up with HR once the contract is received.

Requested by: Guillermo Morales / [signature] / 5.25.2016
(SLUSD) Print Name — Signature — Date

Name of Consultant/Organization: Playworks

155 Filbert St. Suite 234 / Oakland / CA / 94607
Address — City — State — Zip

510-
Telephone Number — Fax Number — Cell or E-Mail Address: jhemann@playworks.org

SCOPE OF WORK: Playworks provided a full-time Coach who helped organize and supervise recess / lunch games. The Coach also trained junior coaches (4th - 5th graders) and helped provide class game time.

LOCATION OF SERVICES: Jefferson Elementary

DATE(S) OF SERVICE: 08/2016 - 06/2016

ESTIMATED COST: 33,000 (and/or hourly Rate: $_____)

NAME OF PROGRAM: _____ BUDGET NUMBER: _____

_____(or ASB funds_____) Administrator/Program Manager

Approval:
Guillermo Morales / [signature] /Date: 05.25.2016
Print Name — Signature

Consultant/Contractor:
Jackie Hemann / Jackie Hemann /Date: 5/20/2016
Print Name — Signature

Business Manager: Initial: _____ Date: _____ Human Resources: Initial: _____ Date: _____

The Contracted Services Agreement must include the following before going to Purchasing Dept. for processing. Check off and attach all documentation that applies.

___ BOARD APPROVAL DATE: _____
✓ Clearances with Human Resources: ✓ Fingerprinting ✓ TB
___ Add as Vendor ___ W-9 Tax Form ___ EDD form (Employment Development Dept.)
___ Copy of Requisition ___ Invoice Attached

Note: District staff cannot be employed as a consultant/independent contractor.

Distribution:
___ Originating Department ___ Human Resources ___ Purchasing Department

REVISED 4-16-14 RA/RM/vkc

REQUIRED CERTIFICATIONS AGREEMENT
BETWEEN SAN LEANDRO UNIFIED SCHOOL DISTRICT
AND _____

All providers of services to the San Leandro Unified School District ("District") are required to comply with the terms and conditions of this Required Certifications Agreement ("Agreement"), which is incorporated into and made a material condition and provision of all agreements for services. Failure to comply with these terms and conditions constitutes grounds for immediate termination of any agreement for services between any Agency/Consultant/Contractor (hereafter referred to as "Consultant") and the District. The undersigned Consultant has the responsibility to make a reasonable determination of whether an employee/agent/volunteer/subconsultant and/or other authorized representative (each, a "Consultant provider") will have more than limited contact with pupils, and therefore requires a criminal background check. To make this determination, Consultant shall consider the totality of the circumstances, including factors such as the length of time the person will be on school grounds, whether the person will be in proximity with pupils, and whether the person will be alone on school grounds or will be constantly supervised by a person who has passed a criminal background check. As an example, note that any counselor, instructor or care provider in a group or individual setting will be considered to have "more than limited contact."

Criminal Background Clearance: Consultant shall, in connection with each Consultant provider comply with the provisions of Education Code §45125.1, including, but not limited to obtaining clearance from both the California Department of Justice (CDOJ) and the Federal Bureau of Investigation prior to providing Services to any District student. Consultant shall not permit any Consultant provider to have any direct contact with District pupils or families until after Consultant certifies in writing to the District that such Consultant provider has not been convicted of a violent or serious felony, as contemplated in the Education Code. Consultant shall also make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2.

Tuberculosis Clearance: Each Consultant provider must show evidence of negative tuberculosis (TB) test results, as described in, and within the timeline prescribed by, Education Code §49406, before having contact with District students or families. Consultant shall maintain on file the certificates from the examining physicians and surgeons showing that each Consultant provider was examined and found free from active tuberculosis. These forms must be maintained and updated by Consultant, and be available to the District or any designated agency upon request or audit.

Cost: Consultant shall be responsible for all costs related to fingerprinting and TB testing. Consultant shall provide the District with Certifications, in the form attached to this Agreement (Page 2), covering each and every Consultant provider.

Effective Date: This agreement shall be dated and in full force and effect on the date signed by the District, as indicated below.

No Other Changes: All provisions of this Agreement not specifically changed herein remain in full force and effect. This Agreement, constitutes the full agreement and understanding of the Parties with respect to the matters therein and herein contemplated.

Execution: The person(s) executing this Agreement on behalf of the Consultant warrants and represents that Consultant has vested authority on such person(s) to execute and deliver this Agreement and to perform the services contemplated hereunder and further agrees that this Agreement is a material condition of any and all agreements for services between Consultant and the District.

Company Name: Playworks

Jackie Herrera
[Authorized Representative]

Title: Program Director

Date: 3/20/2016

For the SLUSD:

_____
[Superintendent or Designee]

Title: _____

Date: _____

REQUIRED CERTIFICATIONS AGREEMENT - Page 2: Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracting Services

I certify that each of the persons below meets all of the requirements as described on Page 1 of the Required Certifications Agreement. If necessary, additional persons may be added to this agreement on attached pages labeled Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracted Services and shall meet all of the requirements specified in this agreement.

I certify that none of my employees/agents/volunteers/subconsultants, contractors, or representatives will have any contact with students prior to passing the criminal background checks and tuberculosis screening required by this Agreement.

Name	Fingerprint Clearance Date	TB Clearance Date
Bryce Fluellen	09103/15	09/10/15

By signing below on behalf of Consultant, I certify that I am an authorized signatory and that the information provided herein as "Required Certifications" is true and accurate. I further acknowledge that during the term of this Agreement, if I learn of additional information which differs from the responses provided above, or if I engage additional employees/agents/volunteers, I promise to forward this additional information to the District immediately.

Legal Name of Consultant/Contractor: Playworks

By: _____ Date: 5/20/2015
(authorized signatory)

Name: Jackie Hamann Title: Program Director

PLAYWORKS
for every kid

2015-16 Memorandum of Understanding

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

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

Logistics

Playworks and the School understand that:

1. The Playworks Coach will be an employee of Playworks or an AmeriCorps member contracted by Playworks, and will be an active member of the School community.

2. The Playworks Coach is trained by Playworks prior to the first day of programming and receives regular training and supervision throughout the school year. The coach receives training in youth development, group management, safety and leading healthy play and physical activities for elementary-aged students. Program coordinators are CPR/first aid certified, fingerprinted through the Department of Justice and tested negative for tuberculosis. Coaches also attend a mandated reporting workshop and are required by law to report suspected child abuse.

3. AmeriCorps: In the event that the Playworks Coach is an AmeriCorps member, the member:
   A. may not engage in religious or politically affiliated activities including: attempting to influence legislation, protesting, union organizing, engaging in partisan political activities, engaging in religious instruction and participating in voter registration drives.

   B. may choose to do AmeriCorps paperwork or planning on-site before or after their regularly scheduled day. No direct service at the school site is required of the coach outside of the scheduled timeframe.

4. A Playworks Program Manager is responsible for supervision of the coach and will provide the coach with support in the initial program implementation at the School. **School administrators will meet the Playworks Program Manager within the first month of the school year.** The program manager should be contacted regarding any program problems or questions.

5. Playworks programming is not a substitute for physical education (PE). Playworks Coaches may coordinate with an existing PE program, but are in no way a substitute for credentialed PE teachers. Playworks Coaches may not support the process for grading students related to PE.

6. Playworks offers a teacher training for all teachers and school staff at the School. This teacher training provides teachers and school staff with best practices and examples to implement opportunities for play and physical activities for their students. **The School must provide the Playworks with a block of staff**

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

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

8. In the event that the Playworks coach is absent from the School for more than five consecutive days, your school may apply for a prorated credit from the sixth day of absence through the remaining consecutive days of absence. Only regular school days will be counted in this credit calculation. Approved credits may be taken against future invoices. In the event that the credit is for the final billing period of the school year, the credit will be applied to the following school year.

9. Playworks will implement two peer-learning days during the school year in which the Playworks Coach will visit another Playworks site as part of their professional development and will not be on site implementing the program. Playworks will utilize some of these days to conduct observation of program sustainability. Playworks will provide schools at least 30 days notice for all peer learning days.

Program

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

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

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

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

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

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

Playworks Coaches provide classroom teachers Class Game Time, the purpose of which is to teach students and teachers the rules, expectations and skills of the games and activities provided during recess in a safe and organized setting. The Playworks Program Manager and the Coach will work with the School to create the best possible Class Game Time schedule. Depending on the number of classrooms being served, Class Game Times will range from 30 to 40 minutes on a rotating schedule. Class Game Time can be delivered to middle school students as long as the schedule and structure is consistent with lower grades Class Game Times. **The School agrees to provide the presence of a credentialed adult, preferably the classroom teacher, during the Class Game Time session. Playworks requires the program manager's approval on all Class Game Time schedules before distribution to School and teachers.** Coaches can not schedule Class Game Times during any regularly scheduled recess period.

c. Leagues (grade levels: 4-3) - Start dates vary.
Based on available resources and the proximity of neighboring schools, Playworks will organize two non-competitive, skills-building leagues for fourth and fifth grade students. The coach will be responsible for recruiting for the Playworks Girls Basketball and Co-ed Volleyball leagues as well as coaching at least one practice per week, generally at the school site, and one evening game held off site. Playworks leagues take place over a period of approximately 6-12 weeks during the school year. No transportation will be provided by Playworks to or from any game or practice.

d. Junior Coach Leadership Program (grade levels: 4-3) - Starts by the fourth week of Playworks programming Playworks will provide a Junior Coach leadership program to establish student leadership within the school and to build student ownership of some key school functions. Junior Coaches are selected in the fourth week of Playworks programming through a process that includes student application, teacher recommendation and parent permission. These students serve as role models on the playground during recess.

- During the School Day: Junior Coaches are required to participate as leaders at recess 1-3 times a week. Junior Coaches are expected to make up missed work and maintain good grades to participate in the program. Junior Coaches will lead games and activities during the recess time as well as help students manage conflicts if they arise.
- Out of School Time: The JCLP supports the development of self-awareness, self-advocacy and community leadership in students by providing 2-4 hours of engaging skill development trainings, team-building games, and fun Playworks activities each week during out of school time. The trainings may be held before school, after school or during enrichment or elective blocks during the school day. Trainings are based on Playworks JCLP curriculum that includes, but is not limited to, thematic units on Junior Coach job training, conflict resolution strategies, leadership development, inclusion practices and community service and action. Playworks Coaches lead trainings and skills practice activities in order to prepare Junior Coaches for their leadership role on the playground. Junior Coach Teams are limited to 15 students per training. Junior Coach attendance is required for all trainings in order for Junior Coaches to participate in their leadership role at recess.

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

School Partnership

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

13. Program implementation:

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

14. Data Collection:

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

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

throughout the school year.

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

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

Payments

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

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

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

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

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

_____ Monthly: 10 invoices September 1 through June 1

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

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

22. Please check all potential funding source(s):
- ☐ Categorical funds
- ☐ General purpose funds
- ☐ PTA/PTO
- ☐ **Other:** _____

Playworks
Signed: _____
By (print name/title): Hong Thach | Program Manager
Date: 5/20/15

School
Signed by Principal: _____
By (print name): GUILLERMO MORALES
Date: 05-26-2015

District (only as required by District)
Signed by Administrator: _____
By (print name): _____
Date: _____