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 / for Guillermo Morales 12/08/2017
(SLUSD) Print Name / Signature / Date

Name of Consultant/Organization: Playworks

155 Filbert st / Oakland / CA / 94607
Address / City / State / Zip

[redacted]
Telephone Number / Fax Number / Cell # or E-Mail Address

SCOPE OF WORK: Playworks provides on-site consultation by teaming up with school staff who support recess. Playworks staff works directly with a designated recess team to model how to implement the 3 program components (class game time, recess, junior coach program) and improve school climate.

LOCATION OF SERVICES: Jefferson Elementary

DATE(S) OF SERVICE: 2016-2017 School Year

ESTIMATED COST: $19,000 (and/or hourly Rate: $)

NAME OF PROGRAM: Playworks BUDGET NUMBER:

(or ASB funds) Administrator/Program Manager

Approval:
Guillermo Morales / for Guillermo Morales / Date: 12/08/2017
Print Name / Signature

Consultant/Contractor:
Shantrell Sneed / / Date: 9/5/17
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/Mo

Payments

24. The fee for the Playworks program for one school year is $ 19,000 .00. This is a fixed cost and may not be pro-rated, regardless of program start or end date.

25. **Payment on all invoices is due within 30 days of invoice date.** Please initial next to your requested paymentschedule:

    _____ full year: Invoiced September 1 - *A discount of 3% applies if invoice is paid in full by 9/30/2016. (see #26)*

    _____ semester: Invoice on December 15 for service performed September through December, Invoice June 15 for services performed January through June.

    Playworks will send itemized invoices for all contract billings to:
    (name)_____**(address)**_____

26. **School fee discounts:** The school must be responsible for the entirety of the fee for the discount to apply. If Playworks receives additional funding that partially pays for the School fee, the School is not eligible for the discount. 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.

27. **Program suspension / termination:** At Playworks /School's discretion, and with reasonable advance notice, suspend programming if payment of amounts owed is not made in a timely manner.

28. Please check potential funding source(s):
    - ☐ categorical funds
    - ☐ general purpose funds
    - ☐ PTA / PTO
    - ☐ other: _____

Playworks
Signed: _____

By (print name/title): Shantrell Sneed

Date: 9/5/17

School
Signed by Principal: _____

By (print name): Guillermo Morales

Date: _____

District (only as required by the District)
Signed by Administrator: _____

By (print name): _____

Date: _____

REQUIRED CERTIFICATIONS AGREEMENT
BETWEEN SAN LEANDRO UNIFIED SCHOOL DISTRICT
AND Playworks

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 physician and surgeon 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

[Authorized Representative]

Title: Program Director

Date: 7/5/17

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
Antoine Collins	7/7/16	8/5/15

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: 9/5/17
(authorized signatory)

Name: Shantrell Snead Title: Program Director

PLAYWORKS EDUCATION ENERGIZED

380 Washington Street
Oakland, CA 94607
510-893-4180 (p)
510-893-4378 (f)
www.playworks.org

Invoice

9/19/2016 **13220**

Billing Address

Jefferson Elementary
Guillermo Morales, Principal
14300 Bancroft Avenue
San Leandro, CA 94578

Description	Amount
School Programs SY 2016-2017	$19,000.00

Playworks provides more opportunities for safe, meaningful play and physical activity during recess and beyond

Payment Terms: Net 30 Days

Total: **$19,000.00**

PLAYWORKS

EDUCATION ENERGIZED

2016-17 Memorandum of Understanding for TeamUp Service

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 School and Playworks.

Playworks and the School understand that:

Logistics

1. The Playworks Site Coordinator will be an employee of Playworks.

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

3. A Playworks Program Manager is responsible for supervision of the Site Coordinator and should be contacted regarding any program problems or questions.

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

5. If the Site Coordinator is unable to deliver consultation due to illness or emergency, the Program Manager will communicate to the School their availability to support implementation of the Junior Coach training, coaching sessions with the Recess Coach and additional observation visits as needed.

6. The School will identify two roles that will support implementation of this program, the **School Recess Coach** and **School Recess Manager**.
   a. **School Recess Coach**: School will identify a Recess Coach who will lead program components and receive on-going coaching and professional development from the Site Coordinator and Program Manager. The school Recess Coach will be an employee of the School.
   b. **School Recess Manager**: School will identify a recess manager who will serve as the direct supervisor for the Recess Coach and will serve as the School's liaison for the Site Coordinator and Program Manager.

TeamUp Implementation Weeks

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

8. **Program Components**: There are three components that the Playworks Site Coordinator will provide both consultation for and facilitation of during the TeamUp implementation weeks:

   a. Recess (grade level: all grades)
   Playworks will support the school Recess Coach to use the recess times to coordinate the playing of core playground games, sports, skills building activities, and cooperative games. During this time the Site Coordinator will provide consultation and modeling for the school Recess Coach on strategies for recess facilitation. During recess, the Site Coordinators are focused on consulting and supporting the Recess Coach and are not available for yard supervision. Playworks and the School will work together to create an indoor recess plan in case of inclement weather. The School agrees to provide adult yard supervision during all recess periods. Playworks does not support the removal of recess privileges for extended periods of time as a method of discipline.

   b. Junior Coach Program (grade level: 4-6)
   Playworks will provide a Junior Coach program to establish student leadership within the school and to build student ownership of some key school functions. Junior Coaches are selected through a process that includes student application, teacher recommendation and parent permission. These students serve as role models on the playground during recess. Playworks will work with the School and the school Recess Coach to implement this Junior Coach program.
   - During the School Day: Junior Coaches are required to participate as leaders at recess 1-3 times a week. Junior Coaches are expected to make up missed work and maintain good grades to participate in the program. Junior Coaches will lead games and activities during the recess time as well as help students manage conflicts if they arise.
   - Out of School Time: The Site Coordinator will provide 2-4 hours of engaging skill development trainings, team-building games and fun Playworks activities. The trainings may be held before school, after school or during enrichment or elective blocks during the school day. Trainings are based on Playworks JCLP curriculum that includes, but is not limited to, thematic units on *Junior Coach Job Training*, *Conflict Resolution Strategies*, *Leadership Development* and *Inclusion Practices*. Playworks Site Coordinators lead trainings and skill practice activities in order to prepare Junior Coaches for their leadership role on the playground. Junior Coach teams are limited to 15 students per training. Junior Coach attendance is required for all trainings in order for Junior Coaches to participate in their leadership role at recess.

   c. Class Game Time (grade level: all grades)
   Playworks Site Coordinators provide classroom teachers Class Game Time. The purpose is to teach students and teachers the rules, expectations and skills of the games and activities provided during recess in a safe and organized setting. The Site Coordinator will work with the School to create the best possible Class Game Time schedule. Depending on the number of classrooms being served, Class Game Times will range from 30 to 40 minutes on a rotating schedule. The School agrees to provide the presence of a credentialed adult, preferably the classroom teacher, during the Class Game Time session. Playworks requires the Site Coordinator's approval on all Class Game Time schedules before distribution to school and teachers. Site Coordinator s cannot schedule Class Game Times during any regularly scheduled recess period.

2-6

9. **Professional Development:**
   a. The Playworks Site Coordinator and Program Manager will provide the Recess Coach with ~~eight~~ 20 hours of professional development throughout the course of the school year. Workshop content will include: Playworks Theory of Change, Playworks program implementation training and sustainable program model strategy.
   b. The school Recess Coach will be required to attend all professional development sessions.

10. **Coaching Sessions:**
   a. The Site Coordinator will provide a minimum of one hour of coaching sessions with the Recess Coach during their TeamUp week to support their skill development and capacity to facilitate recess and the Junior Coach program during the school implementation weeks.
   b. Coaching content will include goal setting and implementation of best practices to achieve program outcomes including but not limited to: group management strategies, rapport building, game facilitation, and leadership development.
   c. Playworks and the School will determine the schedule for the coaching sessions at the beginning of the school year.

11. **Curriculum and Assessment Tools:**
   a. The School will be provided with Playworks curriculum that supports program implementation. The curriculum includes: Playworks Playbook, Recess Coach Manual, Junior Coach Leadership Program lesson plans and Class GameTime lesson plans.
   b. The School will be provided with recess assessment tools to support the ongoing evaluation of program quality.

School Implementation Weeks

12. During these weeks the Playworks Site Coordinator will not be on-site directly with the school Recess Coach.

13. The School agrees that the Recess Coach will be present to lead and facilitate the following components:
   a. Recess (grade level: all grades): school Recess Coach will implement the recess program model as defined by the School and Playworks.
   b. Junior Coach Leadership Program (grade level: 4-6): school Recess Coach will lead the Jr Coach Program implementation through the supervision and management of Junior Coaches at recess.

14. The Program Manager will conduct observation visits at least once during school implementation weeks. During this time the Program Manager will observe and assess recess function and efficacy including the impact of the Junior Coach program during recess. The Program Manager will provide feedback to the school Recess Coach and Manager to address a continuous program quality improvement strategy.

15. The Program Manager will conduct a minimum of 2 consultation visits, one in the fall and one in the spring. During this time the Program Manager will formally evaluate program implementation and provide school administration with a report with assessments and recommendations. The Program Manager will schedule at least one visit in the spring with the school administration to evaluate the ongoing Playworks programming services and product support for continued school climate improvement.

School Partnership

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

16. Identify the Recess Coach and Recess manager positions prior to the start of the school year. Ensure the recess manager provides ongoing support, observation, and management to the Recess Coach throughout the school year

17. Ensure Recess Coach is present for all program implementation, professional development and coaching sessions. The total hours will include: all hours for recess periods, **one hour** per TeamUp week for Recess Coach to attend coaching session with Site Coordinator, and **eight hours** of professional development off site per year.

18. Principal will attend all consultation and evaluation meetings scheduled with Program Manager. 20 hours

19. **Program Implementation:**
    a. Support implementation of each program component as described under TeamUp Implementation Weeks and School Implementation Weeks
    b. Schedule date for staff training prior to program start date.

20. **DataCollection:**
    a. The School will participate in data collection efforts at various times throughout the year necessary to support Playworks programming and reporting requirements including but not limited to surveys of teachers, principal and/or students, student attendance, limited disciplinary records and health and leadership assessments
    b. 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 in a timely manner for Playworks.
    c. Playworks maintains confidentiality of all student-level data and reports only in aggregate to funders.

21. Purchase and provide a basic set of playground equipment, based on a sample list provided, before the beginning of the school year. Playworks will support the Recess Coach with systems to maintain the equipment throughout the school year.

22. Provide a workspace for the Site Coordinator, classroom space for Junior Coach Leadership Program trainings as well as access to a computer and the Internet.

23. Payment: support implementation of all necessary steps to ensure timely payment of all invoices based on agreed upon payment installation.

Payments

24. The fee for the Playworks program for one school year is $ 19,000 .00. This is a fixed cost and may not be pro-rated, regardless of program start or end date.

25. **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 9/30/2016. (see #26)*

    _____ semester: Invoice on December 15 for service performed September through December, Invoice June 15 for services performed January through June.

Playworks will send itemized invoices for all contract billings to:
(name)_____**(address)**_____

26. **School fee discounts:** The school must be responsible for the entirety of the fee for the discount to apply. If Playworks receives additional funding that partially pays for the School fee, the School is not eligible for the discount. 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.

27. **Program suspension / termination:** At Playworks/School's discretion, and with reasonable advance notice, programming may be discontinued at 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.

28. Please check potential funding source(s):
    - ☐ categorical funds
    - ☐ general purpose funds
    - ☐ PTA / PTO
    - ☐ other: _____

Playworks
Signed: _____

By (print name/title): Jackie Hemann Program Director

Date: 4/8/16

School
Signed by Principal: _____

By (print name): GUILLERMO MORALES

Date: 4.8.2016

District (only as required by the District)
Signed by Administrator: _____

By (print name): _____

Date: _____