

HAYWARD UNIFIED SCHOOL DISTRICT
CONTRACT ABSTRACT FOR BOARD AGENDA ITEMS
Playworks

September 16, 2015

Name of Vendor: Playworks

Cost: \$10,050.00 (Four 5.5 hour days of structured physical education and group management training for 160 YEP staff members).

\$10,050 (cost of contract) / 160 (staff members) = \$62.81 per hour

Purpose: Playworks will provide four 5.5 hour day workshops for the YEP staff during the 2015-2016 school year. The one day training will provide the YEP staff with *Group Management and the Power of Play*. The trainings will help provide an energized afterschool program supplemented by youth and afterschool components. HUSD staff will be trained in the Playworks model and will become district resources for Playworks training.

These efforts are tied to:

Goal # 3.1: Provide a safe learning environment by improving school climate through the development of programs and services that support student needs. (LCAP priority 6)

Goal #4.1-Create a welcoming, positive and safe environment for all students. (LCAP priorities 3 & 5)

Funding Source: ASES and 21st Century CCLC

Evaluation Criteria: Performance measurements will be provided through staff surveys at the conclusion of training. The contractor will be evaluated by the number of staff members served reporting a minimum of 90% of the surveyed staff members will respond that they had a positive experience. Penalty for non-performance requirements and failure to meet terms and conditions of contract shall be revocation for contractor funding.

Term: October 3, 2015 – January 23, 2016

Training and Maintenance/Warranty: N/A

Contacts: Christy Gerren, Director, Student and Parent Support Programs x 72731.

HAYWARD UNIFIED SCHOOL DIST.

Consultant or Service Validation Form

Site Location: District Office

Date: 9/16/2015

Individual Requesting Consultant or Service: Christy Gerren

Title: SPSP Director

Brief Description of Need: (please reference i.e. Ed Code, District Goals, CDE compliance or SPSA)

Playworks will provide four 5.5 hour trainings to the Hayward Unified School District (HUSD) Youth Enrichment Program (YEP) staff during the 2015-2016 school year. Playworks will also provide the following items to the Coordinator of the Before and After School Programs: staff satisfaction survey report. This report will allow the Coordinator to review the program goals to ensure that students are receiving structured physical education as required per the program funding. Playworks will support the Hayward School Districts: Goal # 3.1: Provide a safe learning environment by improving school climate through the development of programs and services that support student needs. (LCAP priority 6) Goal #4.1-Create a welcoming, positive and safe environment for all students. (LCAP priorities 3 & 5)

Student/Staff/Site Counsel Mtg Conducted:

☒ YES

☐ NO

☐ N/A

Proposals Solicited:

☒ YES

☐ NO

Briefly describe justification for consultant or service provider selected:

Playworks is a returning service provider. Two of the primary focus areas of Playworks is structured physical education and group management. With positive surveys of nearly 2,600 principals, teachers, and staff at their 2014-15 partner schools, nearly nine out of ten (88%) reported a decrease in the number of conflicts originating on the playground and spilling over into the classroom and 85% reported a reduction in the amount of time transitioning from recess to classroom instruction. In addition, 86% reported a decrease in incidents of bullying, and 87% reported a decrease in disciplinary referrals.

Criteria Metric for contractor evaluation: The provider will be evaluated by the performance requirements as outlined per the contract and the completion of work stated in the scope of work. The contractor will be evaluated by the following criteria: 90% of the surveyed staff members will respond that they had a positive experience in the Playworks training.

01.6010.0.5830.950.1110.1000.365.000

Indicate Funding Code: 01.4124.0.5830.950.1110.1000.365.000

Estimated cost \$ 10,050

Other Consultants or Service Providers Contacted

Name	Description of services offered	Cost
1 Lamarr Kendricks	Training for HUSD Staff	Not Available
2 SPARK P.E.	One Full Day Training (6 hours)	\$2,699.00
3		

Action:

☐ Approved

☐ Modified Approval

☐ Disapproved

☐ Deferred Approval

☐

Follow-up Required

Suspense Date: _____

HAYWARD UNIFIED SCHOOL DIST.

Scope of Work

1. Describe the service to be provided:

Playworks will provide four days of training to the Hayward Unified School District (HUSD) Youth Enrichment Program (YEP) staff during the 2015-2016 school year.

Cost Analysis:

\$10,050 (cost of contract) /160 (staff attending) = \$62.81 (cost per staff)

These efforts are tied to:

Board Goal #8: District will provide a safe and healthy learning environment.

2. Who is benefitting from the service? Specifically, who will be served (number of students, grade, etc.)?

This service will benefit approximately 160 YEP staff during the 2015-2016 school year. They will receive 5.5 hours of professional development that can be directly applied to the afterschool program.

3. What are the expected outcomes? What will students/teachers be able to do after they receive the service?

With this training the staff will be able to implement physical education activities during the afterschool program and improve their classroom management skills with techniques learned from Playworks.

4. How is it measurable? What tools/data will be used to measure student success?

YEP staff will be surveyed upon completion of the training to provide an accurate indicator of the professional development opportunity.

5. What impact should we expect? What is the short term/long term impact on those served?

The program will meet the district goal to provide a safe and healthy learning environment for students. Furthermore, helping reduce conflict during structured recess time afterschool.

6. Why did you choose this contractor? If more than one school, why were these schools chosen?

Playworks has been in collaboration with the Hayward Unified School District's Youth Enrichment Program since the Carol M. White grant was awarded in 2011. Playworks has successfully trained approximately 40 YEP Recess Program Leaders in physical activities, conflict management, and youth leader development. Additionally, Playworks has provided YEP afterschool staff with similar strategies of classroom management and conflict resolution that in return resulted in positive student behavior.

Hayward Unified School District

Playworks

Student Parent Support Programs
2015-2016

**Independent
Contractors
Agreement**

INDEPENDENT CONTRACTORS AGREEMENT

This Agreement is entered into between the Hayward Unified School District (DISTRICT) and Playworks (CONTRACTOR).

Recitals

1. DISTRICT 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.
2. DISTRICT needs special services and advice as follows:
Contractor will provide one day training for the YEP staff members on the following topics:
 1. Group Management;
 2. Power of Play.
 3. Advanced Workshop for Intermediate Leaders
3. CONTRACTOR is specially trained, experienced and competent to provide such services.

THEREFORE, the parties agree as follows:

Terms

1. Services/Work Product

CONTRACTOR agrees to provide the following services:

Group Management and Power of Play Workshops to 160 YEP staff members.

The contractor will provide the following services for the YEP program:

- Submit training survey results to the YEP Field Coordinator.
- Draft survey to be completed after each training
- Conduct (4) 5.5 hour trainings for up to 40 YEP Program Leaders per training.
- Dates for the training will be conducted on October 3, 2015, October 10, 2015, January 9, 2016 and January 23, 2016

2. Term

CONTRACTOR shall commence work on **October 3, 2015**. The work shall be completed no later than **January 31, 2016**.

3. Compensation

DISTRICT shall pay CONTRACTOR a total fee of ten thousand and fifty (\$10,050) payable as follows: upon completion of scope of work and final invoice will be based on services provided and accompanied by detailed staff satisfaction survey reports provided by Playworks.

4. Completeness of Agreement

This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

5. Status of Contractor

This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Worker's Compensation coverage for CONTRACTOR's employees and for payment of all federal, state and local payroll taxes for and on behalf of CONTRACTOR's employees.

6. Fingerprinting

By execution of this Agreement/Contract, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the DISTRICT determines that the CONTRACTOR and CONTRACTOR's employees will have limited contact with pupils. In making this determination, the DISTRICT will consider the totality of the circumstances, including factors such as the length of time the CONTRACTOR and CONTRACTOR'S employees will be on school grounds, whether pupils will be in proximity with the site where the CONTRACTOR and CONTRACTOR'S employees will be working, and whether the CONTRACTOR and CONTRACTOR'S employees will be alone or with others.

(a) **DISTRICT Determination of Fingerprinting Requirement Application**

The DISTRICT has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR's employees:

___X___ are subject to the fingerprinting requirements of Education Code Sections 45125.1 and/or 45125.2 and Paragraph (b) below, is applicable.

___ are not subject to the fingerprinting requirements of Education Code Section 45125.1 or 45125.2 and Paragraph (c) below, is applicable.

- (b) If the DISTRICT has determined that fingerprinting is required, the CONTRACTOR expressly acknowledges that: (1) CONTRACTOR and all of CONTRACTOR's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONTRACTOR shall not permit any employee to come in contact with students until the Department of

Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to the Governing Board of the DISTRICT that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) CONTRACTOR shall provide to the Governing Board of the DISTRICT a list of names of its employees who may come in contact with students. The CONTRACTOR is required to fulfill these requirements at its own expense.

- (c) Even if the DISTRICT has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR's employees on a school site: (1) CONTRACTOR and CONTRACTOR's employees shall check in with the school office each day immediately upon arriving at the school site; (2) CONTRACTOR and CONTRACTOR's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, CONTRACTOR and CONTRACTOR's employees shall not change locations without contacting the school office; (4) CONTRACTOR and CONTRACTOR's employees shall not use student restroom facilities; and (5) If CONTRACTOR and/or CONTRACTOR's employees find themselves alone with a student, CONTRACTOR and CONTRACTOR's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

7. Indemnification

CONTRACTOR agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with its performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify and defend DISTRICT and its 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.

8. Insurance

CONTRACTOR shall maintain 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 the DISTRICT and shall name the DISTRICT as an additional insured. Copies of all policies shall be forwarded within ten (10) days of the signing of this Agreement, but in all instances prior to the start of CONTRACTOR'S work.

9. Equipment and Materials

CONTRACTOR shall provide all equipment, materials and supplies necessary for the performance of the Agreement except:

10. Licenses and Permits

CONTRACTOR shall obtain and keep in force all licenses, permits and certificates necessary for the performance of this Agreement.

11. Assignment

CONTRACTOR shall not assign the obligations of CONTRACTOR under this Agreement without the express prior written consent of DISTRICT.

12. Non-Discrimination

CONTRACTOR shall not engage in unlawful discrimination in the employment of persons because of race, color, national origin, age, ancestry, religion, sex, marital status, medical condition or physical handicap.

13. Termination

DISTRICT may at any time terminate this Agreement upon written notice to CONTRACTOR. DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination.

In addition, DISTRICT may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, DISTRICT may secure the required services from another contractor. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

14. Copyright

Any written product produced under this Agreement shall be a work for hire and shall be the property of DISTRICT. DISTRICT shall have the right to secure a copyright and the product may not be used, in any manner, without DISTRICT's written permission.

15. 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.

16. Attorney's Fees

If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

17. Governing Law

This Agreement shall be governed by the laws of the State of California.

18. Severability

In the event that any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

19. Notice

All notices 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:

DISTRICT:

**Hayward Unified School District
Business Division Office
24411 Amador Street
Hayward, CA 94544**

CONTRACTOR:

Playworks
380 Washington Street
Oakland, CA 94607

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party may give written notice of a change in address.

**ALL INDEPENDENT CONTRACTOR AGREEMENTS MUST BE SIGNED BY THE
INITIATING ADMINISTRATOR AND CONTRACTOR PRIOR TO SUBMISSION FOR
DISTRICT APPROVAL. WORK MUST NOT BEGIN PRIOR TO RECEIVING
DISTRICT APPROVAL DESCRIBED BELOW.**

Hayward Unified School District
By: Christy Gerren
Initiating Administrator
Title Director

Playworks
Contractor
By: Hector Salazar
Title: Senior Account Manager

School/Dept: Student & Parent Support Programs Date _____

Date: September 16, 2015

Taxpayer Identification/Social Security Number

**AN AUTHORIZED HUSD REPRESENTATIVE MUST SIGN ALL
INDEPENDENT CONTRACTOR AGREEMENTS. AGREEMENTS OF
OVER \$5,000 MUST BE APPROVED BY THE SCHOOL BOARD
PRIOR TO COMMENCING ANY WORK.**

By: _____
Authorized HUSD Representative

HUSD Board Approval Date

Date: _____
