

Mountain View Whisman School District
Independent Contractor for Professional Services Agreement
(Non-Construction Related)

THIS AGREEMENT is made and entered into on June 13, 2024 ("Agreement"), by and between and Mountain View Whisman School District ("District") and ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services ("Services" or "Work"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

- Option 1 - As indicated in Exhibit A – attached
Option 2 - Services explained as follows:
Playworks Program Plan and Statement of Work attached.

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation ("Agreement Price"): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

- Option 1 – Flat Fee of \$
Option 2 - Maximum number of hours at an hourly rate of \$ Total not to exceed \$
Option 3 – Other, please explain:

3. Contract Dates "Agreement Time"

Services Start Date: Services End Date:

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

- Signed Agreement
Insurance Certificates & Endorsements
W-9 Form

5. Classified Service

- YES NO

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
1400 Montecito Ave.
Mountain View, CA 94043
Attn: Chief Business Officer

Contractor:
Street
City, Sate, Zip
Attn:

7. Fingerprinting/Criminal Background/Megan’s Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are not listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor’s Initials Here:

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan’s Law (Sex Offenders)

Check one of the options below:

- 1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor’s employees, subcontractors, agents, and subcontractors’ employees or agents (collectively “Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.
- 2. No Contact:** Neither Contractor nor Contractor’s Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- 3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor’s Employees so that Contractor and/or Contractor’s Employees do not interact with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- 4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials:

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District’s request. Contractor’s Initials Here:

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening Select one option below:

- Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District’s request.
- Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here:

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	\$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here:

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.
2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District'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.
4. **Standard of Care.**
 - 4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise,

- and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.
- 4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District 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 the District. 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.

7. Termination.

7.1. **Without Cause by District.** District may, upon sixty (60) days' notice, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 7.3.1. material violation of this Agreement by the Contractor; or
- 7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Mutual Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and

hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("**the indemnified parties**") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("**Claim**"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

The District will indemnify, defend, and hold Contractor and its directors, officers, employees, agents, and assigns (collectively "Playworks Indemnified Parties") harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, resulting from any claims by third parties relating to or arising out of the Program, or the District's actions or other matters related to the subject matter of the program.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws,

ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status 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. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct

audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability.** Other than as provided in this Agreement, District'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 District 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.

20. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **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. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **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.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's 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 District'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 District of this information.

29. Agreement Contingent on governing Board Approval. The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here:

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on

District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("PPE") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. Infectious Disease & Extra Work.

2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes and orders, rules, regulations, ordinances, and/or existing federal, state, and/or local statutes, directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

- 2.1.1. It occurred after the date the Parties entered into this Agreement;
- 2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and
- 2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District

site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases

District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).
5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

- Individual Sole Proprietorship Partnership Limited Partnership Corporation
 Limited Liability Company Other: _____

Employer Identification and/or SSN#:

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District Dated: <u>June 6</u> , 20 <u>24</u> Signature: <u><i>Pieter Dolmans</i></u> Print Name: <u>Pieter Dolmans</u> Print Title: <u>Principal</u>	Contractor Name: <u>Playworks Education Energized</u> Dated: <u>May 29</u> , 20 <u>24</u> Signature: <u><i>Tim Seso-Hunter</i></u> Print Name: <u>Tim Seso-Hunter</u> Print Title: <u>Program Director</u>

APPROVAL	
Authorized Signer	Superintendent/Designee
Dated: _____, 20__	Dated: _____, 20__
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

Board of Trustees Action (District Office Use Only)			
Board of Trustees Meeting Date: _____	For Contract:	Review	Ratification

Program Plan: TeamUp

Basic features

Program name	TeamUp
Program overview	<p>Playworks recognizes play and recess may look different from school to school. Playworks is committed to ensuring schools are equipped to create a schedule that accommodates the implementation of Playworks services everyday. Recess will be facilitated in designated play areas, classrooms, virtual classrooms or in other spaces agreed upon by Playworks and Customer. Playworks commits to following the CDC guidelines for social distancing and group sports and activities.</p> <p>TeamUp (“Program”) provides comprehensive consulting and program support delivered by a Playworks Site Coordinator (or Program Specialist) who coaches school staff 5 days each month to model and teach strategies, games, and systems to develop and sustain a positive educational culture for everyone, starting at recess.</p> <p>Customer has access to Playworks resources and support every day.</p>
Timeframe	<p>The Program operates during the school year. Program end date with Customer will be based on the last student-contact day of the school year stated on the original school calendar provided to Playworks. If Customer has a full year schedule or alternative calendar, Playworks and Customer will determine the end date of Programming prior to the start of the school year. The Program school year starts on <u>8/19/24</u> and ends on <u>5/30/25</u>.</p> <p>Schedule adjustments related to school closures will be approved by Playworks and Customer.</p>

Playworks personnel

Overview	Playworks will assign a Site Coordinator (“Site Coordinator”) and Program Manager (“Program Manager”) for the Program.
Site Coordinator activities	Site Coordinator works on-site at the Customer and carries out the activities described in the Program. A detailed calendar with specific dates of when the Site Coordinator will be on site will be shared by Playworks at the beginning of the school year.
Site Coordinator development	Playworks will ensure that Site Coordinator is trained prior to the first day of Programming and that Site Coordinator receives regular training and supervision throughout the school year. 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 and are required by law and fully trained to report suspected child abuse as a mandated reporter.
Site Coordinator screening, testing, and immunizations	Playworks will ensure staff has complied with applicable fingerprinting requirements, has no criminal or other record that would disqualify Coach from working with minors, has tested negative for tuberculosis in line with Customer requirements, has any immunizations required by Customer, and has otherwise satisfied requirements for working with children under applicable laws.
Program Manager activities	Site Coordinator reports directly to the Playworks Program Manager, who will supervise all Program activities carried out as part of the Program. Program Manager will provide Program implementation support to Site Coordinator. Program Manager will regularly communicate with Customer and carry out consultation and other activities set out in the Program Plan.

Customer personnel

Overview	Working with Playworks, Customer will identify and assign school staff to fulfill the roles that will support implementation of this Program. Customer will provide Playworks with designated staff coaching or time for the delivery of each component.
Principal	The Principal of the Customer will attend all consultation and evaluation meetings with Program Manager as set out in the Program Plan, including a kickoff meeting in the first month of programming, and regularly scheduled meetings throughout the Program’s duration.
Other school roles	<p>Customer will identify and assign school staff to fulfill the following roles to support implementation of this Program and designate staff training time to receive professional development and coaching. These roles may overlap and may be filled by one or more school staff members:</p> <ul style="list-style-type: none"> ● Recess Manager: Directly supervises the school’s Recess Coach and Recess Team, and is responsible for setting overall goals for Program implementation. Recess Manager is the school’s primary liaison to Playworks. Customer will ensure that Recess Manager is made available to provide ongoing support, observation, and management to Recess Coach and Recess Team throughout the school year. <u>Recommended:</u> Assign Recess Manager role to a member of the school’s administrative team. ● Recess Coach: Implements recess strategies and leads Program components on a daily basis. Customer will ensure Recess Coach is made available for all Program implementation, professional development, and coaching sessions as set out in the Program Plan. <u>Recommended:</u> Recess Coaches can be, but are not limited to: a member of the recess yard supervision team, a campus supervisor, a physical education teacher, or someone who has been hired for the role ● Recess Team: School staff who actively support the planning and implementation of recess. Customer will ensure Recess Team is made available for all Program implementation, professional development, and coaching sessions as set out in the Program Plan. <u>Recommended:</u> Other school staff who will be present at recess or can support recess implementation
Other personnel	Playworks will provide training(s) for all teachers and school staff of Customer as set out in the Program Plan. Such training(s) provide teachers and staff with guidance, best practices, and examples to support Program implementation and opportunities for play. Other school community members are welcome to join (e.g., parents, volunteers, after-school program staff, etc.).

Workplace and equipment

Workspace	Customer will make available to Site Coordinator a workspace with internet access, and a classroom space for Junior Coach Leadership Program trainings and other trainings set out in the Program Plan.
Playground equipment	The Program will be implemented using existing playground equipment provided by the Customer. Playworks may provide a list of suggested playground equipment before the beginning of the school year. Playworks will support the development of an equipment maintenance system.
Harassment free work environment	Playworks makes every effort to provide a work environment that is pleasant, professional, and free from intimidation, hostility, or other offenses which might interfere with work performance. Harassment of any sort — verbal, physical, and visual — of any applicant, employee, visitor, vendor, supplier, or other work associate will not be tolerated. Examples of harassment include, but are not necessarily limited to, references to race, color, citizenship status, national origin,

	<p>gender, gender identity and expression, genetic information or medical condition, sexual orientation, age, religion, creed, pregnancy and related medical conditions, physical or mental disability (including HIV/AIDS diagnosis) that does not prohibit performance of essential job functions, marital status, ancestry, veteran status, political affiliation, or any characteristic prescribed by law. All such harassment is strictly prohibited and will not be tolerated.</p> <p>This policy applies to all persons involved in all operations of Playworks, including school partners. Playworks' policy against harassment also prohibits retaliation against an individual who has made a complaint concerning an incident of harassing conduct or behavior.</p>
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Program components

Site Coordinator on-site	<p>In this Agreement, "Program Days" means the days Site Coordinator is on-site at a Customer, and "Customer Implementation Days" means the days when the Site Coordinator is not on-site at Customer.</p> <p>Site Coordinator will be on-site at each school approximately 5 days each month during the course of the school year. (1 week on-site, 3 weeks off-site.)</p> <p>Recess Team will receive professional development through monthly coaching sessions (Recess Team Meetings) provided by the Site Coordinator. Coaching sessions can occur off-site. Recess Team will receive up to 8 hours of coaching sessions during the program. Coaching hours must be approved by Site Coordinator and school leadership.</p>
Site Coordinator not on-site	<p>Recess Team Members identified by school will lead and facilitate the Recess and Junior Coach Leadership Program components of the Program using guidelines provided by Playworks. Playworks will provide Customer with a schedule for the days when the Site Coordinator is not on site.</p>
Orientation activities	<p>At the start of the Program, Playworks will schedule and conduct the following:</p> <ul style="list-style-type: none"> ● Assessment: Playworks will conduct a schoolwide recess observation and assessment. ● Goal-Setting Session (30–60 min): Site Coordinator will conduct a formal goal-setting session with Recess Manager and Recess Team. This meeting is key to solidifying a plan of action for future management of the Program. <u>Required:</u> Recess Manager, Recess Coach, Recess Team ● Teacher Orientation (30–60 min): Playworks will provide onboarding for all teachers and staff of Customer. Such training provides staff with best practices and examples to implement opportunities for play and physical activities for their students. This orientation is required for schools new to TeamUp, and should happen in August or September. <u>Required:</u> Teachers <u>Optional:</u> Recess staff ● Student Orientation (30-60 min): Customer will provide Site Coordinator an opportunity to introduce themselves and Playworks Program to school community at-large. This can be at a previously scheduled assembly, or via brief individual classroom presentations. <u>Required:</u> Students ● Recess Team Training #1 (30–90 min): Site Coordinator will provide an in-depth training to teach systems, games, and strategies to create, implement and sustain safe and healthy play at recess. This training can be during the first week of on-site programming. <u>Required:</u> Recess Coach / Recess Team
Recess (grade level: K-5, or 1-5)	<p>This element of the Program will start no later than the 1st day of Programming.</p>

	<p>Playworks will support Recess Coach to use recess times for safe playground games, sports, skill-building activities, and cooperative games. Site Coordinator will provide consultation and modeling for Recess Coach on strategies for recess facilitation. <u>During recess, Site Coordinator will be focused on consulting and supporting the Recess Coach and will not be responsible for play space supervision.</u> Customer shall provide staff for play area supervision during all recess periods and shall have full responsibility for play area supervision.</p> <p>During the COVID-19 public health emergency period, Playworks and Customer will work together to create a safe, physically-distanced recess environment compliant with CDC recommendations.</p>
<p>Foundational Play (grade level: K-5)</p>	<p>Site Coordinator provides classroom teachers with Class Game Time support. 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.</p> <p>Site Coordinator and Program Manager will work with Customer to create the best possible Class Game Time schedule. Depending on the number of classrooms being served, Class Game Times will range from 20 to 30 minutes on a rotating schedule. <u>Program Manager must approve all Class Game Time schedules before distribution to teachers.</u></p> <p>Class Game Times may not be scheduled during any regularly scheduled recess period. For large schools, it's possible not every class will receive a Class Game Time each month. Coach can lead a maximum of 3 thirty-minute Class Game Times per day, or 4 twenty-minute Class Game Times per day. Class Game Time may be delivered virtually during site closures.</p> <p><u>Customer will ensure the presence and engagement of a credentialed adult, preferably the classroom teacher,</u> during every Class Game Time session.</p> <p>This element of the Program will start no later than the 2nd month of Programming. During the COVID-19 public health emergency period, additional program modifications may be implemented to ensure safety and social distancing.</p>
<p>Youth leadership Program (grade level: 4-5)</p>	<p>Site Coordinator will facilitate the establishment of a Junior Coach Program (JCP). The purpose is to create student leadership within a school and build student ownership of some key school functions. These students serve as role models on the playground during recess.</p> <p>Junior Coaches are selected through a process that includes student applications, teacher recommendations, and parent permission. School support, especially from 4th and 5th grade teachers, will be needed in the selection process.</p> <p>During the school day, Junior Coaches are required to participate as leaders at recess one to three times per week during Program Days. 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.</p> <p>Outside of the school day, Site Coordinator will lead 1-2 hours of skill-development trainings each month, including team-building games and fun Playworks activities in order to prepare Junior Coaches for their leadership roles on the playground. The trainings may be held before school, after school, or during enrichment or elective blocks during the school day. The trainings may be held virtually during site closures.</p> <p>Trainings are based on Playworks JCLP curriculum that includes without limitation thematic units on Junior Coach Job Training, Conflict Resolution Strategies, Leadership Development, and Inclusion Practices. Junior Coach teams are limited to 20 students per training. Junior Coach attendance is required for all trainings in order for Junior Coaches to participate in their leadership roles at recess.</p> <p>This element of the Program will start no later than the 3rd month of Programming. Playworks recommends implementation by rotation two and will work with school staff to provide all necessary materials needed to recruit Junior Coach leaders in advance. During the COVID-19</p>

	public health emergency period, additional program modifications may be implemented to ensure safety and social distancing.
Recess Coach and/or Recess Team training and coaching	<p>Playworks Site Coordinator and Playworks Program Manager will provide Recess Coach and/or Recess Team with coaching and training throughout the school year. Recess Coach will attend all professional development sessions.</p> <p>Playworks Site Coordinator and Playworks Program Manager will provide Recess Manager and his or her team with training related to managing and sustaining recess improvements with school staff.</p> <p><u>Recommended:</u> Recess Manager regularly attends Recess Team trainings and coaching sessions.</p>
Consultation for Recess Manager	Playworks will provide direct consultation for Recess Managers. The consultation will focus on managing a recess team, understanding and overseeing implementation of recess outcomes.
Customized Program Notes	<ul style="list-style-type: none"> • Recess modifications: • CGT modifications: For large schools, it's possible not every class will receive a Class Game Time each month. Coach can lead a maximum of 3 thirty-minute Class Game Times per day, or 4 twenty-minute Class Game Times per day. • JCLP modifications: • Additional program modifications:
Curriculum and assessment tools	Playworks may provide Customer with curriculum that supports Program implementation. Curriculum and materials will include the Playworks Playbook, Recess Coach Manual, Junior Coach Program lesson plans, recess assessment tools, and Class Game Time lesson plans.
Site Coordinator unavailability	If Site Coordinator is unable to be on-site due to illness or emergency, there will not be a substitute available, but the Site Coordinator will make the effort to reschedule the on-site day on another date.

Consultative support

Overview	Playworks will meet at least twice with Customer administration to evaluate ongoing Playworks Programming and support for continued school climate improvement.
Observation visits	Playworks will conduct observation visits during onsite implementation of the Program. Program Manager will observe and assess recess function and efficacy including the impact of the Junior Coach Program during recess. Playworks will provide feedback to Recess Coach and Recess Manager.
Consultation visits	Program Manager will lead 2 consultation sessions to Customer, one in the fall and one in the spring. Program Manager will formally evaluate Program implementation and provide Customer administration with assessments and recommendations.

Program planning and impact

Planning calls and/or meetings	Prior to the Site Coordinator’s first week, Customer agrees to participate in planning calls and/or meetings with Playworks to assign staff roles, communicate to the school, set schedules, and disseminate/collect paperwork to support the Program. This is often referred to as the kickoff meeting .
Program setup	Customer acknowledges that the Program requires setup and school staff participation in order to deliver Program components effectively. No later than two weeks prior to the Site Coordinator’s on-site arrival, Customer will ensure setup and required school staff participation: <ul style="list-style-type: none"> ● Confirm the Recess Manager, Recess Coach, and Recess Team ● Set and confirm schedule of orientation day(s) activities ● Ensure required school staff attendance per component
Impact measurement tools	Playworks may use one or more of the following tools to measure Program impact: <ul style="list-style-type: none"> ● Teacher-reported survey about student SEL growth. Teachers will complete a short assessment of randomly selected group of students ● Junior Coach Training Attendance and Assessment: coaches track attendance at Junior Coach training events and complete assessments of skill development throughout the year. ● Great Recess Framework observation tool: completed by Playworks staff after observing recess. ● Recess observations and reflections: completed by Playworks staff after observing recess. ● Annual Survey: completed voluntarily by school staff at the end of the year.

PLAYWORKS EDUCATION ENERGIZED

Signature: _____ *Tim Seso-Hunter* _____

Printed Name: _____ Tim Seso-Hunter _____

Title: _____ Program Director _____

Date: _____ 5/29/24 _____

NAME OF CUSTOMER: Landels Elementary

Signature: _____

Printed Name: _____

Title: _____

Date: _____

STATEMENT OF WORK (SOW) and PAYMENT TERMS & SCHEDULE

This Statement of Work is governed by the terms and conditions of the Main Service Agreement (the "Agreement"), dated 5/29/24 by and between __Landels Elementary School__ ("Customer") and Playworks. In the event of a conflict between any term of this SOW and the Agreement, the terms of the Agreement will control. Customer agrees to pay for the Services described in this SOW according to the schedule below.

The Program school year **Start Date:** 8/19/24 **End Date:** 5/20/25

Service Deliverable	Completion Date	Invoice Amount	Invoice Date(s)
1. <i>Playworks TeamUp</i>	5/30/25	\$32,000	9/1/24
2.			
TOTAL AMOUNT		\$32,000	

Payment Terms:

- Playworks fees quoted for an academic school year may not be reduced by proration, regardless of program start or end date
- Payment on all invoices is due within 30 days of invoice date
- Invoice will be for the entire amount, unless quarterly invoices are requested
- Please make all checks payable to Playworks Education Energized

Customer Accounts Payable detail	Contact Name & Title	
	Billing Address	
	Email	
	PO#	
	Additional detail	

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work and agree to the payment terms and schedule.

PLAYWORKS EDUCATION ENERGIZED

Signature: Tim Seso-Hunter
 Printed Name: Tim Seso-Hunter
 Title: Program Director
 Date: 5/29/24

NAME OF CUSTOMER: Landels Elementary School

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____