

**NAPA COUNTY OFFICE OF EDUCATION**  
**2121 Imola Avenue, Napa CA 94559**  
**CalSERVES**

**Agreement for Services**

This agreement for personal or subcontract services and/or advice is hereby entered into between the **NAPA COUNTY OFFICE OF EDUCATION CalSERVES** hereinafter “**NCOE**” and:

Contractor: Mt. Diablo Unified School District  
Street: 1266 San Carlos Ave, Room A6 City: Concord State: CA Zip: 94518  
Telephone #: (925) 691-0351  
Taxpayer I.D. #: 68-0091157  
hereafter known as “**CONTRACTOR.**”

**1. TERM**

**CONTRACTOR** shall commence work on 7/1/2012. The work shall be completed no later than 6/30/2013.

**2. SCOPE OF SERVICES**

**CONTRACTOR** is specially trained and experienced and competent and agrees to provide the special services required on a limited basis to the **NCOE**. The **CONTRACTOR** shall satisfactorily complete activities according to the specific services outlined in the **WORK TO BE PERFORMED** section of this Agreement.

**CONTRACTOR** understands and agrees that **CONTRACTOR** and all of its employees and subcontractors are not employees of the **NCOE** and are not entitled to benefits of any kind or nature normally provided employees of the **NCOE** and/or to which **NCOE** employees are normally entitled. **CONTRACTOR** shall be responsible to pay, according to law, all payments for income taxes, worker’s compensation, unemployment insurance and self-employment (social security) taxes. No income or payroll taxes shall be withheld or paid by **NCOE** on behalf of **CONTRACTOR** or its employees or subcontractors. **CONTRACTOR** is responsible for maintaining appropriate tax related records.

**CONTRACTOR** shall furnish, at own expense, all labor, mileage, materials, equipment, and other items necessary to carry out the terms of this Agreement. **NCOE** may reimburse **CONTRACTOR** for travel outside of the region. All travel expenses must be pre-approved. **CONTRACTOR** shall retain and mail original receipts with request for reimbursement within 14 days of travel.” If requesting mileage reimbursement for use of a personal vehicle, proof of insurance must accompany the invoice.

**3. COMPENSATION**

a) **NCOE** shall pay an amount not to exceed \$39,200 for expenses and services provided under this Agreement as outlined in Attachment A.

b) The invoices for work complete shall be submitted monthly to:

Tracy Nevill, CalSERVES, 5789 State Farm Dr., #230, Rohnert Park, CA 94928

c) The invoices shall set forth in detail the following items:

- a. The dates that the services were provided
- b. The type of services that were provided and the amount of time spent on each type of service provided
- c. Completed Data Collection Report

#### 4. **PERFORMANCE**

In the performance of the work herein contemplated, **CONTRACTOR** is an independent contractor, with the authority to control and direct the performance of the details of the work, **NCOE** being interested only in the quality of the services and the results obtained.

**CONTRACTOR** shall comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work and shall notify **NCOE** if contract documents are at variance therewith. In the performance of the work authorized under this contract, **CONTRACTOR** shall not discriminate against any person, because of race, creed, color, religion, sexual orientation, gender or national origin.

#### 5. **INDEMNIFICATION**

**CONTRACTOR** agrees to hold harmless, indemnify and defend **NCOE** and its trustees, employees, agents and volunteers from any and all claims, damages, losses and expenses, including attorney fees, arising or resulting from damage to property, injury or death to any person, firm or corporation in connection with its performance of this Agreement. **CONTRACTOR** also agrees to hold harmless, indemnify and defend **NCOE** and its trustees, officers, 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.

#### 6. **INSURANCE**

During the term of this contract and any extension or modification thereof, **CONTRACTOR** shall keep in effect a policy of Comprehensive/Commercial general liability insurance of at least **\$1,000,000** combined single limit for all damages arising out of injury to person/s or destruction of property for each occurrence. Not later than the effective date of this contract, **CONTRACTOR** shall provide **NCOE** with a certificate of insurance and an *endorsement page naming the Napa County Office of Education, its Board of Trustees, officers, employees, volunteers and students as additionally insured.* Coverage provided by this policy shall not be cancelled or materially changes without thirty (30) days written notice given to **NCOE**.

#### 7. **TERMINATION OF CONTRACT**

Either party may terminate this agreement, in writing, at least 30 days prior to the date of termination. If contract is terminated, **CONTRACTOR** will be paid for all work completed.

#### 8. **WORK TO BE PEFORMED**

Services to be rendered to **NCOE** by the **CONTRACTOR** as described in Attachment A.

**NCOE**

**CONTRACTOR**

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Chief Business Officer

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Contractor/Officer

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Josh Schultz

Print Name

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Print Name

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Date

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Date

## Attachment A

**The Contractor will:**

- Implement a PE and Nutrition program at 11 after school sites for 1,500 students.
- Hire/assign a program coordinator to ensure all requirements of the grant are met.
- Collect required data in 4 data collection windows each year.
- Provide data to CalSERVES in a timely manner for completion of program reports.
- Conduct 4 Healthy Behaviors Initiative events/trainings and track attendance and impact.
- Participate in regular conference calls with CalSERVES staff to track program progress.
- Follow the timeline and scope of work outlined below.

**PE Program Timeline**

<b>HBI PEP Project Implementation Timeline</b>	
<i>Programming Activities</i>	<i>Completion date</i>
Provide PE workshop & training for project staff & trainers.	August, 2012 and ongoing
Conduct Healthy Behaviors BOOST training	December 2012 & annually thereafter
Ensure forms are in place for data collection and evaluation process	August, 2012
Purchase needed curriculum, equipment, and supplies based on site inventories	August, 2012
Implement evaluation plan, collect baseline data; develop and implement BMI protocol	September, 2012
PE and Nutrition curricula is fully implemented in all after school programs	September 2012
Data Collection: Fitness Challenge Week 1	September
Data Collection: Fitness Challenge Week 2	November
Data Collection: Fitness Challenge Week 3	January
Data Collection: Fitness Challenge Week 4	April
Participate in HBI Conference Calls	Quarterly
Conduct 4 Trainings/Site Visits	Ongoing
Evaluation meeting to review the years' progress and plan for the coming year	August 2013

## Scope of Work

**(1) Goals, objectives, and outcomes clearly specified and measurable.** The real and pressing needs outlined above can only be successfully addressed by a comprehensive, intensive and carefully developed physical education program. The goals for the HBI project are both comprehensive and strategic:

*Goal 1) Increase student physical activity within existing after school programs, resulting in an increase in the percentage of students who are physically active 60 minutes a day and an increase of 10% of students who achieve age-appropriate cardio-vascular fitness each year.*

**Partner Site Strategies:** The proposed design will utilize the existing structure of the after school programs by integrating SPARK or CATCH PE curriculum (contingent on the results of the PECAT analysis) into the daily schedule in place of less physically demanding activities or free play. Each program will incorporate 60 minutes of instruction per day using the selected curriculum.

PE Curriculum by Grade	1	2	3	4	5	6	7	8
CATCH	X	X	X	X	X	X	X	X
SPARK	X	X	X	X	X	X	X	X

ALL students in the after school program will be involved in physical activities, which are designed to meet the children at their current level of physical ability while providing them with the skills to challenge themselves as they increase their fitness.

**Learning Center Strategies:** Visitors to the Learning Centers will have the opportunity to see the selected PE curricula in action. Center staff will support programs in troubleshooting effective implementation of curricula at their own sites.

*Goal 2) Provide all sites ample standards-aligned and curriculum-linked supplies & equipment enabling quality instruction resulting in an increase of 5% of students achieving the Healthy Fitness Zone and achievement of the state standards.*

**Partner Site Strategies:** Of great importance for HBI is the availability of the evidence-based and California State Standard-Aligned SPARK Active Recreation and CATCH After School programs already adapted and appropriate for use in after school programs. Both programs are designed to increase student physical activity inside and outside of school. The programs are both ideal for youth leaders who

lead activities for children ages 5-14. (Many of the partner schools engage college students as after school program staff.) SPARK After School is designed for grades K-8 and is therefore age-appropriate for all partner schools, as the targeted schools' grade spans include a range of configurations. CATCH (Coordinated Approach To Child Health), an evidence-based, coordinated school health program, also spans the grade levels, with programs for K-2, 3-5, 6-8. CATCH is designed to promote physical activity and healthy food choices, and prevent tobacco use in children. Both programs have activities that target specific state standards. For example, aerobic dance, aerobic games, walking/jogging, and jump rope are all activities to enhance cardiovascular endurance and help students meet the state standard in aerobic capacity. SPARK and CATCH also include instructions for modifying the intensity, duration, and complexity of activities for different age groups.

SPARK and CATCH both promote high levels of physical activity, teach movement skills, help students understand, improve, or maintain their physical well-being, and are fun! Both programs allow for a comprehensive health-related physical education program. For SPARK, programs are provided with a comprehensive activities binder containing over 450 pages of "Great Games", "Dynamic Dances", tools for enhancing social skills, cooperative play, management, and more. In addition, nine sports activities are offered to increase children's cardiovascular fitness. Students are required to record their own fitness levels and complete monthly assessments of their performance. A typical lesson lasts 30 minutes divided between health-fitness and skill-fitness activities. A self-management component helps children learn to self-monitor, goal-set, control their surroundings, and problem-solve. The final component includes homework and monthly newsletters intended to get parents interested and involved in the program.

**Learning Center Strategies:** Center staff will assist programs in selecting curriculum and undertaking an inventory of equipment needs. Visitors to the centers can explore various equipment options and decide what will be most effective for their own programs from the approved selections. Center staff will offer programs support in analyzing their PE programs' alignment to state standards and making a plan for addressing areas of weakness. SHI, PECAT and State Test Scores will all be utilized.

**Goal 3) Provide nutrition education to promote healthy lifestyles and the consumption of fruits and vegetables, leading to an annual increase of 10% of students who eat 2 or more servings of fruit and 3 or more servings of vegetables daily.**

**Partner Site Strategies:** The project will offer increased exposure, training and implementation of nutrition education a minimum of 30 minutes per day, both during after school and as part of all events involving families. This chart details the extensive, research-based, cohesive sequence of curriculum implemented at all HBI sites:

<b>Nutrition Curricula by Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Children’s Power Play				X	X			
Color Me Healthy	X	X						
Cooking With Kids	X	X	X	X	X	X		
Deal Me In!	X	X	X	X	X	X		
Do More Watch Less			X	X	X	X	X	X
Eat Smart Play Hard – Choose Drinks that Count					X	X		
Eat Smart Play Hard – Power Up with Breakfast			X	X				
Eat Smart Play Hard – Snack Smart	X	X						
Harvest of the Month	X	X	X	X	X	X	X	X
Harvesting Health	X	X	X	X	X	X	X	X
Kids Cook Farm Fresh Food		X	X	X	X	X	X	
Jump Start – Teens						X	X	X
Media Smart Youth					X	X		
My Pyramid for Kids	X	X	X	X	X	X		
Nutrition to Grow On				X	X	X		
Reading Across My Pyramid	X	X	X					
Supersize Me						X	X	X
The Growing Classroom		X	X	X	X	X		
TV Turn-Off	X	X	X	X	X	X		

**Goal 4) Participate in Wellness committees at each of the 43 school sites to promote the development of policies and systems that promote good nutrition and health, resulting in an annual increase of 10% on School Health Index scores exhibited by 80% of school sites.**

**Partner Site Strategies:** Each of the participating programs will participate on the school’s Wellness Policy committees to promote: 1) a comprehensive policy for food/beverage consumption for staff, 2) competitive food and vending machine policy, 3) healthy lunch/snack policy, and 4) development of staff training plans to ensure the school community has the tools it needs to support high quality instruction in physical and nutrition education.

**Learning Center Strategies:** Visitors to the Centers will be encouraged to approach the development of their programs from a policy-change perspective. The Learning Centers will share samples of revised policies and offer insight into the policy development process. Additionally, Learning Centers will discuss routes to policy change at its day long Healthy Behaviors conference training.

***Goal 5) Provide after school staff (from partner programs and programs outside the Collaborative) with high-quality, in-depth professional development in physical education and nutrition resulting in 80% of participants rating their experience at least “very” useful.***

**Partner Site Strategies:** NCOE and the project Collaborative have many years providing effective professional development that ensures effective implementation of curriculum, supports shifts in attitudes and inspires participants to feel invested in the project. Under the proposed program, all sites will engage in a full day of PE training, and receive follow-up coaching and technical assistance from program staff. Sites will have opportunities to participate in nutrition trainings and “train the trainer” events, as well as on-line trainings. Sites will also have access to high-quality training and technical assistance in adapted PE to ensure inclusion of students with a diverse range of abilities.

**Learning Center Strategies:** Centers will offer training and technical assistance in their regions through three primary vehicles: the annual Healthy Behaviors BOOST Conference; 4 site visit/training days at each center/each year; and telephone/email based follow up coaching on an as-needed basis. Centers will host site visits, giving other programs the opportunity to see curriculum and best practices in action. 80% of those receiving learning center services will rate their experience at least “very” useful.

**PE Evaluation Requirements**

The evaluation plan, including goals, tools and timeline, is laid out below:

Program Goals	Evaluation Tools	Evaluation Timeline
1. Increase student physical activity within existing after school programs, resulting in an increase in the percentage of students who are physically active 60 minutes a day (GPRA) and an increase of 10% of students who achieve age-appropriate cardio-vascular fitness each year. (GPRA)	Activity logs kept at sites Program schedules w/certification turned in by each site 3DPAR (grades 5-12) Pedometer readings 1 Mile Run (Elementary)	Collected in December and June.



	20 meter shuttle run (middle school)	
2. Provide all sites ample standards-aligned and curriculum-linked supplies & equipment enabling quality instruction resulting in an increase of 5% in students achieving the Healthy Fitness Zone based on CA PE standards.	Results from the California Standards Test for physical education (5 <sup>th</sup> & 7 <sup>th</sup> grades).	Baseline scores collected in December. Year-end collected July.
3. Provide nutrition education to promote healthy lifestyles and the consumption of fruits and vegetables, leading to an annual increase of 10% of students who eat 2 or more servings of fruit and 3 or more servings of vegetables daily. (GRPA)	Nutrition survey/recall tool. Adapted from SPAN.	December (Baseline) and June
4. Participate in Wellness committees at each of the 20 school sites to promote the development of policies and systems that promote good nutrition and health, resulting in an annual increase of 10% on School Health Index scores exhibited by 80% of school sites	Model 1-4 of the CDC's School Health Index: Physical Education and Other Physical Activity Programs.	Baseline: Completed as part of program design process. Year End (June)
5. Provide 100 after school staff (from partner programs and programs outside the Collaborative) with high-quality, in-depth professional development in physical education and nutrition resulting in 80% of participants rating their experience at least "very" useful.	Agendas, Sign-in Sheets, Training Evaluations, Communication Logs	Collected from sites quarterly.

### Required Evaluation Tools

**Body Mass Index (BMI) Evaluation Methodology:** The HBI project will work with all partner schools to develop an effective protocol for the collection and analysis of BMI data for participating students, using the CDC's BMI-for-age growth charts to interpret results. NCOE will work with all collaborative partners to ensure this process is effective and results in a policy that meets all aspects of the PEP requirements. The protocol will be developed and reviewed by a committee at each Center convened by the Coordinator and composed of parents, after school staff, and school health personnel. The protocol will be reviewed by the committee on an annual basis.

BMI collection, calculation and aggregation will be done by the Local Coordinator for each Center, who will receive training at the start of the program period and will follow CDC approved guidelines. Height and weight will be collected using an electronic or balance beam scale and a Stadiometer; the project will provide this equipment to sites that do not already have access to it. All data will be deidentified from individual students using record codes in place of names, and used in aggregate. Issues such as protection of student privacy, access to, storage and disposal of the data, and written consent/ability to opt out for parents will be carefully considered in the development and implementation of the protocol. The Evaluation Coordinator will develop district-level reports based on the aggregated data which will be shared with all members of the district community. These reports will also be reviewed by project staff and partners as part of the comprehensive evaluation plan and one measure of the overall health of participating students. Careful attention will be paid to trends and change over time, and results will be considered in the context of overall student wellness policies as well as project activities.

### **20-meter Shuttle Run and Mile Run**

The 20-meter shuttle run is a test that has been widely used in schools across the U.S. as part of physical education classes. The shuttle run provides a measure of students' cardio-respiratory fitness, due to its predictive validity and correlation with maximal oxygen uptake, which indicates one's cardiovascular or aerobic capacity. The test measures aerobic capacity by having the student run back and forth over 20-meters at increasing rates of speed over specific periods of time. The 20-meter shuttle run is required in order to assess the PEP program's GPRA Measure 2: the number of students who achieve age-appropriate cardiovascular fitness levels.

### **Pedometer Readings**

Pedometry is required in order to assess the PEP program's GPRA Measure 1: the extent to which grantees increase the number of students who are physically active for at least 60 minutes per day. Pedometers are to be used with all students in grades K-12.

### **3DPAR**

In addition to the pedometers, grantees are required to use an additional three-day Physical Activity Recall (3DPAR) instrument to collect data on students in grades 5-12. The 3DPAR is a self-report instrument based on the Previous Day Physical Activity Recall and is designed to capture habitual physical activity of adolescents. 3DPAR uses a time-based recall approach over a three-day period. Physical activity is then determined using the metabolic equivalent (MET) levels. The instrument can be completed during a single 30 minute session, making it ideal for school-based data collection.

### **Nutrition Survey**

A nutrition survey is required in order to assess student recall of the number of fruits and vegetables consumed.

### **BUDGET NARRATIVE**

<b>Health Behaviors Initiative PEP Project</b>	<b>Year 2</b>	<b>Match</b>
Central: Mt. Diablo CARES		
Local HBI Administrator: .25 FTE x \$86,000	\$21,500	\$0
Benefits, \$ 21,478 x .25	\$5,370	\$0
Site Coordinators, 10 x \$125/mo. x 8 mos. Yr. 1; 15 x \$211/mo. For 12 mos. Yrs. 2 & 3	\$0	\$10,000
Supplies and trainers for PE Program, \$1,500 x 10 sites	\$12,330	\$0
<b>12. TOTAL Project Costs</b>	<b>\$39,200</b>	<b>\$10,000</b>