

## Salinas City Elementary School District

<b>REPORT TO BOARD OF TRUSTEES</b>	BOARD MEETING DATE: 6/26/17	School Site Plan Reference Page										
DATE: June 19, 2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>Approved By</b></td> <td style="width: 40%;"><b>Date:</b></td> </tr> <tr> <td>Asst. Supt.: Bus. Dept. <i>L. Sanders</i></td> <td>6.20.17</td> </tr> <tr> <td>Asst. Supt.: Ed Serv. <i>L. Sanders</i></td> <td></td> </tr> <tr> <td>Asst. Supt.: Human Resources <i>B. Chung</i></td> <td></td> </tr> <tr> <td>Superintendent: <i>M. E. Mastry</i></td> <td></td> </tr> </table>		<b>Approved By</b>	<b>Date:</b>	Asst. Supt.: Bus. Dept. <i>L. Sanders</i>	6.20.17	Asst. Supt.: Ed Serv. <i>L. Sanders</i>		Asst. Supt.: Human Resources <i>B. Chung</i>		Superintendent: <i>M. E. Mastry</i>	
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Superintendent: <i>M. E. Mastry</i>												
FROM: Lori Sanders, Asst. Superintendent, Ed. Services												
SIGNATURE: <i>L. Sanders</i>												

**SUBJECT:** Playworks Memorandum of Understanding for Training and Consultation: **ACTION**

**ATTACHMENTS:** Memorandum of Understanding Between Playworks and SCESD

**RECOMMENDATION:**

Approval of Contract with Playworks for Training and Consultation.

**ANALYSIS:**

Playworks is a non-profit, public benefit corporation whose mission is to improve the health and well-being of children by increasing opportunities for physical activity and safe, meaningful play.

Playworks will provide our Recess and After School Homework Assistant/Supervisors of Activities (HASAs) and Noon Supervisors two-three hour workshops. To follow up the training, Playworks consultants will visit eight schools to work with administrators and staff to identify successes and opportunities for improvement. Some game equipment is also included.

**FISCAL IMPACT:**

\$32,500 is to be funded by Local Control Funding Formula, Supplemental/Concentration funds.

**PROGRAM IMPACT:**

Our Local Control and Accountability Plan (LCAP) identifies the importance of providing our students with a structured recreational program that promotes pro-social skills. The district-wide initiative serves to create a more positive school environment.

**Playworks  
MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING (the “Agreement”) is entered into and dated **June 20, 2017**, by and between Playworks Education Energized, a California nonprofit public benefit corporation organized and operated exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (“Playworks”) and **Salinas City Elementary School District** (the “Customer”). Playworks and the Customer may each be referred to herein individually as a “Party” and collectively as the “Parties”.

**RECITALS**

- A. Playworks contracts with schools, businesses and other organizations to provide high quality, multi-faceted programs to improve the health and well-being of children and adults by increasing opportunities for physical activity and safe, meaningful play.
- B. Power of Play and Group Management (the “Program”) is six (6) hours of on-site professional development. The Program introduces the importance of play and lays the foundation for creating a safe, healthy, and respectful environment for youth. With Playworks Power of Play we give you and your staff the introductory tools needed to create safe and inclusive play opportunities for all students.
- C. This Agreement is entered into for the purpose of establishing an effective partnership between the Customer and Playworks.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

**1. Service Schedule and Costs**

Playworks and Customer agree that the Program will be held on the following dates and times with the school(s) and/or organization(s) listed below (collectively, the “Service”).

Service or Product	Location	Date and Time	Fee
6 hour workshop	TBD – Salinas, CA	Tentative for 8-8-2017	\$2,500
6 hour workshop	TBD – Salinas, CA	Tentative for 2-12-2018	\$2,500
8 Consultation Visits	School Site	To be scheduled	\$20,000
Travel			\$1,000
		<b>Total</b>	<b>\$26,000.00</b>

Participating School(s) and/or Organization(s)

School/Organization Name	Mailing Address

**2. Responsibilities of Playworks**

- 2.1** Playworks will provide all necessary equipment and instructional materials to lead the Services set forth in Section 1.
- 2.2** For any Service exceeding three (3) hour per day, Playworks will provide a reasonable break period to allow participants to eat and/or attend to personal matters on each scheduled training date.
- 2.3** Playworks will arrive at the location of Service delivery approximately one (1) hour in advance of the proposed start time to set up and prepare for the Service.
- 2.4** Playworks agrees to provide, upon request, the Customer with proof of insurance for both liability and workers' compensation for all Playworks staff who participate in the Service. Upon request, Playworks' certificate of insurance shall name the Customer as an additional insured. The Customer will provide its own insurance for both general liability and workers' compensation for all Customer employees, guests and staff that attend and/or participate in a Service.

**3. Responsibilities of the Customer**

- 3.1** Customer will provide a location for the Service that allows ample space for group-based activities to be performed without unreasonable obstruction, delay and/or distraction.
- 3.2** Customer will grant Playworks' employees who facilitate the Service (each a "Trainer") access to the Service location at least one (1) hour in advance of any Service to allow for set up.
- 3.3** Customer shall ensure that the training participants arrive on time for each day of Service delivery.

**4. Customer Acknowledgement**

- 4.1** Customer acknowledges that the Service requires a minimum of ten (10) participants in order to simulate games and activities. Customer will ensure the minimum number of participants will participate in the training. Playworks reserves the right to cancel and/or reschedule Service if participant numbers fall below the minimum.
- 4.2** A single Trainer can effectively manage a maximum group size of 35 participants. If the group size exceeds 35 participants, Customer agrees to pay a fee of two thousand dollars (\$2,000.00) per half-day or two thousand five hundred dollars (\$2,500.00) per full day for each additional Trainer.
- 4.3** Customer will incur an additional fee if the number of participants present at the Service exceeds the maximum group size specified in Section 4.2. If Customer exceeds the maximum number of participants by five (5) participants or fewer, Customer will incur an additional fee of thirty percent (30%) of the total cost of Playworks' Service. If Customer exceeds the maximum number of participants by six (6) participants or more, Customer will incur an additional fee of two thousand dollars (\$2,000.00) for each day of training that the maximum number of participants is exceeded.
- 4.4** In the event Customer fails to pay its invoice within ninety (90) days of receipt, Customer will incur an additional fee of five percent (5%) of the total cost of Playworks' Service(s).

**5. Services to Be Performed**

Playworks agrees to perform those Services set forth in Section 1.

**6. Term and Cancellation**

The term of this Agreement will begin on the date this Agreement is signed by Playworks and continue until the deliverables in Section 1 are completed or until such other time as the Parties mutually agree in writing.

**7. Cancellation**

In the event the Customer desires to cancel any of the Services set forth in Section 1, the Customer must inform Playworks in writing at least sixty (60) days prior to the agreed upon training date. Any notice of cancellation received by Playworks sixty (60) or fewer days before the agreed upon Service date shall be of no force and effect, and Playworks shall not refund any amounts to the Customer.

**8. Suspension of Services**

At the discretion of Playworks or the Customer, and with reasonable advance notice, Services may be discontinued. Playworks reserves the right to suspend Services if payment of amounts owed is not made in a timely manner.

**9. Mutual Indemnity**

**9.1** By signing this Agreement, the Customer agrees to indemnify and hold harmless Playworks Education Energized, its directors, officers, employees, agents, affiliates, distributors, successors and assigns (collectively "Playworks Indemnitees") from any and all liability arising from the provision of Services. This indemnity extends, but is not limited to, any and all expenses, including attorneys' fees, damages, judgments, fines, settlements and all other amounts that any of the Playworks Indemnitees becomes legally obligated to pay because of any claim or claims made against Playworks arising from the provision of Services.

**9.2** By signing this Agreement, Playworks agrees to indemnify and hold harmless the Customer, its directors, officers, employees, agents, affiliates, distributors, successors and assigns (collectively "Customer Indemnitees") for any and all claims for death, bodily injury and damage to tangible property caused by the gross negligence or willful conduct of Playworks staff, agents or representatives, arising from the provision of Services. This indemnity extends, but is not limited to, any and all expenses, including attorneys' fees, damages, judgments, fines and settlements that any of the Customer Indemnitees becomes legally obligated to pay because of any claim or claims made against the Customer arising from the provision of Services.

**10. Miscellaneous**

This agreement shall be governed by the laws of the State of California, and that any action arising from this agreement shall be instituted only in the courts of the State of California located in Alameda County, California. If any part of this agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. This agreement can be executed in multiple counterparts that, taken together, will constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic ("pdf" or "tif") format shall be as effective as delivering a manually executed counterpart.


**11. Payment Schedule**

Payment on all invoices is due within thirty (30) days of invoice date.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their duly authorized representatives.

**Playworks Education Energized**

Signed: 

Printed Name: Philip Dizon

Title: Regional Partnership Director

Date: June 20, 2017

Email: Philip.Dizon@Playworks.org

**Salinas City Elementary School District**

Signed:

Printed Name:

Title:

Date:

Email: