

Master Services Agreement This is a Master Services Agreement (“Agreement”) dated as of **June 16, 2021**, between Playworks Education Energized, a California nonprofit public benefit corporation (“Playworks”), and **LEAD Elementary**, a **San Mateo Foster City School District**. (“Customer”).

## **Background**

Playworks is a nonprofit organization that believes in the power of play to bring out the best in every child. Playworks helps schools, districts, youth programs, and other organizations make the most of recess (or their play time) through on-site staffing, consultative support, professional development, and free resources. Customer wishes to collaborate with Playworks on the basis set out in this Agreement.

## **Playworks and Customer agree as follows:**

### **1. Program**

#### **1.1 Scope**

Playworks will provide services (“Services”) in connection with the program (“Program”) described in the Program Plan(s) attached as Exhibit A (“Plan”). Program elements, personnel and activities, the Services, and Customer’s responsibilities, are set out in the Plan. Playworks and Customer will each carry out its responsibilities in accordance with this Agreement and with due care.

#### **1.2 Timeframe**

Playworks will provide Services during the period stated in the Plan including any renewal periods.

#### **1.3 Fee**

Customer will pay Playworks fees in the amount(s) and on the date(s) set out in the attached Exhibit B: Statement of Work and Payment Terms and Schedule.

#### **1.4 Communication**

Playworks and Customer understand that communication and collaboration are central to Program effectiveness. To that end, Customer and Playworks will meet periodically as set out in the Plan, advise each other of issues including any concerns involving interactions among

Playworks and Customer students and staff, provide one another with timely access to information, and otherwise cooperate in carrying out the Program.

### **1.5 Statement of Work**

The specific services to be provided and related terms and conditions of each project under this Master Services Agreement shall be addressed in a separate Statement of Work (SOW) which may include, but not be limited to, types of programs, services, timing, staff, deliverables and other services if any, requested by (customer) and agreed to by Playworks.

## **2. Confidentiality, Data Collection, and Evaluation**

### **2.1 Compliance**

In working together, Playworks and Customer may share sensitive information with one another including information about Customer environment, activities, students, and staff. In addition, as described in Section 2.3, Playworks will collect and analyze data about Program outcomes. In all of these activities, Playworks is committed to and will comply with applicable laws and the provisions set out in this Section 2 related to the collection, use, and confidentiality of such information, and will cooperate with Customer in developing appropriate protocols.

### **2.2 Confidentiality**

Playworks will use Customer's Confidential Information (defined below) only in connection with its activities under this Agreement and will keep it confidential, using at least the same degree of care Playworks uses to prevent the unauthorized use or disclosure of its own confidential information. Playworks may disclose Confidential Information only to persons who need access to the information for the purposes contemplated by this Agreement or as otherwise required by law. All Confidential Information furnished by Customer is and shall remain Customer's property. "Confidential Information" means non-public information relating to Customer including, without limitation, information relating to Customer environment, staff, funding, and operations. It does not include information that is generally available to the public, information already known by Playworks before entering into this Agreement, or information Playworks independently develops.

### **2.3 Data Collection and Evaluation**

Playworks will collect and analyze data about Program implementation and outcomes in order to evaluate the impact of its programs generally, support more effectively Customer and its other partner schools and clients, meet external reporting requirements, and support fundraising and school recruitment. Customer and Playworks will cooperate in connection with such data collection and assessment activities. Playworks will require third party evaluators and

## Master Services Agreement, Playworks

data analysts it retains, if any, to enter into appropriate confidentiality agreements with Playworks with respect to Customer information. Customer acknowledges that Playworks will own and retain all rights, title, and interest in the data collected through the Program.

### 2.4 Student Data

Playworks may in carrying out Services have access to individually identifiable student data. It will maintain the confidentiality of and use such information solely for Program purposes and in accordance with applicable law and Customer policy.

### 2.5 External Reporting

Playworks reports data and evaluation results to funders, partners, researchers, and other third parties. Playworks will report student-level data only in an aggregate and anonymized manner. Except as contemplated by the Plan or as required by law, Playworks will disclose Program data and results on a no-name basis unless Customer has given its prior written consent for disclosure of its name in such disclosure.

## 3. Methodology and Materials

### 3.1 Materials

In providing Services, Playworks will provide Customer with curricula, games, training materials, assessment tools, reference documents, and other materials (collectively, "Materials"). Playworks may make Materials available in various ways, including, without limitation, through providing hard copies, presenting Materials at training or consultation sessions, enabling Customer to download Materials from Playworks websites, and providing Customer with access to interactive websites.

### 3.2 Customer Use and Sharing

Customer may use, copy, adapt, and distribute the Materials in connection with Program activities and with Customer activities going forward. In addition, Customer may share Materials for non-commercial purposes with other schools, districts, teachers, and the like (such as at workshops or conferences), so long as Customer provides appropriate attribution to Playworks and does not remove or obscure any Playworks copyright or trademark markings on any Materials. Customer may not, however, distribute any Materials for any purposes intended or directed toward commercial advantage or monetary compensation, or distribute outside Customer any Customer-created derivatives or revisions of any Materials. For clarity, the non-exclusive license granted under this Section 3.2 is intended to permit use by Customer of Materials only for purposes related to its educational mission.

## **Master Services Agreement, Playworks**

### **3.3 Ownership of Materials**

Playworks owns and retains all copyrights and all other rights in the Materials and any other proprietary know-how or methodologies used or shared by Playworks in providing Services. Customer acknowledges that the Materials are proprietary to Playworks. Playworks may incorporate any information from Customer in future versions of the Materials, may share them with other schools or third parties, and may reproduce and create derivative materials.

## **4. External Communication**

### **4.1 Customer External Communication**

Customer may identify itself as a client of Playworks in internal and external communications, including, without limitation, on its website or outreach materials. Customer may use Playworks name and logos in connection with these efforts.

### **4.2 Playworks External Communication**

Playworks may identify Customer as a client or “partner” in internal and external communications, including, without limitation, on its website or outreach materials. Playworks may use Customer’s name and logos in connection with these efforts.

### **4.3 Logo Use**

Each of Playworks and Customer acknowledges that (a) it has no interest in the other party’s name, logo and other marks other than the rights granted under this Agreement; (b) the other party will remain the sole owner of interest in its marks; and (c) all goodwill in the other party’s marks will inure solely to the benefit of the other party. Each of Playworks and Customer will comply with any reasonable trademark guidelines that the other may provide.

### **4.4 Visitors**

Playworks may ask Customer if Playworks can bring educators, funders, and other visitors to Customer to observe Program activities. Playworks will carry out any such visits in line with Customer policy regarding visitors generally.

## **5. Acknowledgements**

### **5.1 Not Substitute for Physical Education**

Customer acknowledges that the Services and Program are not a substitute for physical education (“PE”). Playworks staff may coordinate with an existing PE program, but are in no way a substitute for credentialed PE teachers. Playworks will not provide input or otherwise be involved in any way with respect to assigning grades to students in PE courses or programs.

### **5.2 Not Responsible for Supervising Recess**

Customer acknowledges that Playworks is not responsible for supervising recess. Playworks staff may help to structure recess, but Customer must provide their own staff to supervise recess.

### **5.3 Recess Privileges**

Customer acknowledges that Playworks does not support the removal of recess privileges for extended periods of time as a method of student discipline.

## **6. Relationship**

### **6.1 Independent Contractor**

Playworks is an independent contractor and is solely responsible for its activities in providing Services. Playworks has sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with its activities and receipt of fees under this Agreement.

### **6.2 Independent Entities**

The arrangements contemplated by this Agreement do not create a partnership, franchise, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Playworks nor Customer has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term “partner” or comparable term in any communication is solely for convenience. Playworks and Customer will each have sole responsibility for the planning, management, and implementation of its own activities relating to Program execution.

## **7. Insurance, Indemnification, and Liability**

### **7.1 Insurance**

Playworks will, upon request by Customer, provide to Customer proof of liability and workers compensation insurance for all Playworks staff who provide Services at Customer, and name Customer as an additional insured on such policies. Customer will provide its own liability, workers compensation, and other insurance in respect of Customer employees, students, and guests that participate in the Program and Customer’s activities generally in connection with the Program.

### **7.2 Indemnification by Playworks**

Playworks will defend, indemnify, and hold Customer and its directors, officers, employees, agents, and assigns (collectively, “Customer Indemnified Parties”) harmless against all claims, liabilities, losses, damages, and expenses, including reasonable expenses, resulting from claims

by third parties for death, bodily injury, or damage to tangible property caused solely by the gross negligence or willful misconduct of Playworks in providing Services.

### **7.3 Indemnification by Customer**

Customer will indemnify, defend, and hold Playworks 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 Customer’s actions or other matters related to the subject matter of Program.

### **7.4 Limitation of Liability**

Neither Playworks nor Customer will be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if either party has been apprised of the likelihood of such damages. Playworks’ total liability under this Agreement (including, without limitation, any amounts payable under Section 7.2) will not exceed the fees Customer has paid or will pay Playworks as set out in the Plan, except that no such limitation will apply in respect of liabilities involving the gross negligence, willful misconduct, or fraud of Playworks.

## **8. Termination**

### **8.1 Termination by Customer**

Customer may terminate this Agreement by providing written notice to Playworks of that decision. Such a termination will be effective 60 days after delivery of the notice. If Customer terminates the Agreement under this Section 8.1, Customer will not be entitled to any refund of amounts previously paid, and, if fees are not already fully paid, will pay Playworks for services rendered through the effective date of termination. Playworks will invoice Customer for such services. Customer will pay the invoiced amount no later than 30 days after delivery of such invoice.

### **8.2 Suspension by Playworks**

Playworks may suspend delivery of Services if Customer fails to make timely payment of fees or if Playworks, in its discretion, determines that the Customer environment or engagement is not safe or healthy for students or Playworks staff or otherwise conducive to effective Program delivery. Such a suspension will be effective upon Playworks’ delivery to Customer of a written notice to that effect. Customer and Playworks will cooperate in identifying and trying to address the problem. If the problem is not addressed to Playworks satisfaction within a reasonable time, Playworks may terminate the Agreement under Section 8.3.

## Master Services Agreement, Playworks

### 8.3 Termination for Failure to Perform

If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within thirty (30) days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

### 8.4 Termination of a Statement of Work

Expiration or termination of this Agreement shall result in the automatic termination of any Statement of Work. Expiration or termination of a Statement of Work shall not, by itself, result in the termination of this Agreement.

### 8.5 Effect of Termination

Upon termination of this Agreement under Section 8.3, neither Customer nor Playworks may continue identifying itself as a partner of the other or use externally the other party's logo or other marks. Playworks and Customer will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination. Sections 2, 3, and 7-9 will survive the expiration or termination of this Agreement.

### 8.6 Financial Sustainability Clause

**Funds needed for the total cost to deliver, sustain and administer Playworks' services are not fully covered by the prices reflected in this Agreement.** Playworks relies on donations, corporate sponsorships and other revenue streams to ensure that its programs are financially sustainable for the organization as a whole. Its obligations under this Agreement are therefore contingent upon the availability of funding from all sources taken as a whole. It is mutually agreed that if Playworks in any fiscal year covered under this Agreement does not obtain sufficient funds for total financial sustainability, this Agreement shall not be binding on either party. In this event, Playworks shall notify Customer of such sustainability limits before the commencement date(s) outlined in this agreement. Playworks will have neither liability to Customer nor any obligation under the provisions of this agreement to perform or to provide any services beyond those that it can deliver with financial sustainability.

## 9. General Provisions

### 9.1 Entire Agreement

This Agreement, together with the Plan, expresses Playworks' and Customer's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, communications, course of dealing, or understandings between Playworks and

**Master Services Agreement, Playworks**

Customer relating to its subject matter. It is understood that Customer's use of Playworks' websites is subject to the terms of use for such sites, which set out obligations in addition to those contained in this Agreement. If there are any inconsistencies between the Plan or such website terms and this Agreement, this Agreement will control.

**9.2 Amendment**

This Agreement may be amended only as stated in and by a writing signed by both Playworks and Customer that recites that it is an amendment to this Agreement.

**9.3 Severability and Waiver**

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law. Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

**9.4 Assignment**

Neither Customer nor Playworks may assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of the other, except that each may assign all of its rights and obligations under this Agreement without the other's consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law.

**9.5 Third Party Beneficiaries**

Except as specifically provided in Sections 7.2 and 7.3 this Agreement is for the exclusive benefit of Playworks and Customer, and not for the benefit of any third party, including, without limitation, any Customer student, teacher, parent or guardian, or vendor.

**9.6 Governing Law; Jurisdiction**

This Agreement will be governed by California law. Playworks and Customer consent to the exclusive jurisdiction of the state and federal courts for Alameda County, California.

**9.7 Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

\* \* \* \* \*

Playworks and Customer signed this Agreement as of the date set out in its first paragraph.

**PLAYWORKS EDUCATION ENERGIZED**

Signature: Leah Ewbank

Printed Name: Leah Ewbank

Title: Senior Program Manager

Date: June 16, 2021

**NAME OF CUSTOMER: LEAD Elementary**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Program Plan

## Basic features

<b>Program name</b>	Coach (LEAD Elementary)
<b>Program overview</b>	<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 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>Coach (“Program”) provides comprehensive support delivered by a fully trained Playworks Coach who implements strategies, games, and systems to develop and sustain a positive educational culture for everyone, starting at recess. The Playworks Coach provides remote support to Customer during periods of distance learning, in the event of site closure.</p>
<b>Timeframe</b>	<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 <b>starts on August 11, 2021 and ends on June 15, 2022.</b></p> <p>Final Program schedules and preparation periods will be approved by both Playworks and Customer at the start of programming. Schedule adjustments related to school closures will be approved by Playworks and Customer.</p>

## Playworks personnel

<b>Overview</b>	Playworks will assign a Coach and Program Manager for the Program. Coach will be an employee of Playworks or an AmeriCorps member contracted by Playworks and will be an active member of the school community.
<b>Coach activities</b>	Coach works on-site at the Customer and carries out the activities described in the Program. Coach works remotely to support Customer distance learning programming when site is closed.
<b>Coach development</b>	Playworks will ensure that Coach is trained prior to the first day of Programming and that Coach receives regular training and supervision throughout the school year. Coach receives training in youth development, group management, safety, and leading healthy play and physical activities for elementary-age students. Coaches are CPR/First Aid certified and are required by law and fully trained to report suspected child abuse as a mandated reporter.
<b>Coach screening, testing, and immunizations</b>	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 complied with any applicable symptom screening for COVID-19 and other infectious disease testing required by Playworks and the Customer in keeping with CDC and local agency guidance, has any immunizations required by Customer, and has otherwise satisfied requirements for working with children under applicable laws.

<b>AmeriCorps</b>	<p>In the event Coach is an AmeriCorps member, the member may not engage in religious or politically affiliated activities including: attempting to influence legislation, protesting, union organizing, engaging in partisan political activities, engaging in religious instruction, and participating in voter registration drives.</p> <p>The member may choose to do AmeriCorps paperwork or planning on-site before or after their regularly scheduled day. No direct service at the school site is required of Coach outside of the scheduled timeframe, and the member may only implement service activities as described in this Program.</p>
<b>Program Management activities</b>	<p>Coach reports directly to a Playworks Program Manager who will supervise all Program activities carried out in the Program. Program Manager will provide Program implementation support to Coach. Program Manager will regularly visit Customer and carry out the observation, consultation, and other activities set out in the Program. Program Manager will regularly communicate with Customer during distance learning programming to ensure program quality.</p>
<b>Customer personnel</b>	
<b>Overview</b>	<p>Working with Playworks, Customer will identify and assign school staff to fulfill the roles that will support implementation of onsite and distance learning Program. Customer will provide Playworks with designated staff training time for the delivery of each component.</p>
<b>Principal</b>	<p>The Principal of the Customer will attend all in-person and virtual consultation and evaluation meetings with Program Manager as set out in the Program Plan including, and without limitation to, an orientation meeting in the first week of Programming. Regularly scheduled meetings throughout the duration of the Program are required to ensure program quality.</p>
<b>Other school roles</b>	<p>Playworks recommends that Customer identify and assign school staff members 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"> <li>● <b>Recess Manager:</b> Directly supervises Recess Coach and is responsible for setting overall goals for Program implementation. Recess Manager is the school's primary liaison to Playworks. Customer will ensure the 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.</li> <li>● <b>Recess Team:</b> 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> Include teachers on the Recess Team, particularly the Physical Education teacher.</li> </ul>
<b>Other personnel</b>	<p>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 in-person and distance learning opportunities for play. School community members are welcome to join (e.g., parents, volunteers, after-school program staff, etc.).</p>

## Workplace and equipment

<b>Workspace</b>	Customer will make available to Coach a workspace with a computer and internet access and classroom space for Junior Coach Leadership Program trainings and other trainings set out in the Program Plan.
<b>Playground equipment</b>	The Program will be implemented using existing playground equipment provided by the Customer. Playworks and Customer will determine COVID-19 safe cleaning systems and practices for equipment used during the Program. Playworks may provide a list of suggested playground equipment before the beginning of the Program. Playworks will support the development of an equipment maintenance system.
<b>Harassment free work environment</b>	<p>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, 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>
<b>COVID-19 safety</b>	Coach will be expected to adhere to Playworks COVID Safety Guidelines, a copy of which will be provided to Customer. Customer will include Coach into their school or district contact tracing and communication protocol. Additionally, Customer will be asked to implement an outdoor masking policy, or to work with Coach, Program Manager and/or Program Director to find mutually agreeable program modifications if no outdoor masking policy is in place. If Coach is required to follow Playworks’ quarantine procedures, remote program or other program options will be offered by Playworks.

## Program components

<b>Coach on-site</b>	<p>Coach will be on-site for all regularly scheduled student contact days (Monday–Friday) during the course of the year.</p> <p>Appropriate lunch and break times will be designated as an eighth hour of the daily schedule. A minimum of two hours per week will be assigned as planning and prep time for Coach to complete administrative tasks.</p> <p>In the event of site closures, Coach supports play-based activities for distance learning programming.</p>
<b>Distance learning support</b>	<p>In the event of site closures, Playworks will provide Customer with the following:</p> <ul style="list-style-type: none"> <li>● <b>Curation of Playworks resources:</b> Coach will provide staff with guidance and support resources for virtual game implementation and self-directed play activities for students</li> <li>● <b>Live “Virtual Play” Sessions:</b> Coach will lead virtual CGT and JCLP sessions with students. For all live, synchronous support, an adult representative from Customer (teacher, staff, or volunteer) is required to be in virtual attendance.</li> </ul>

	<ul style="list-style-type: none"> <li>● <b>Consultation Webinars:</b> When in-person trainings are not possible, Playworks will provide school staff with professional development and support for in-person and distance learning play-based programming</li> </ul>
<b>Assessment</b>	Playworks will conduct a schoolwide recess observation and assessment and will facilitate a follow-up meeting with school administrative and recess staff.
<b>All staff onboarding</b>	<p>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. Customer will provide Playworks with a block(s) of school staff development or staff meeting time, ideally 1hr., for such onboarding by the first month, to be scheduled and communicated to Playworks at Kick off meeting.</p> <p>Onboarding may be conducted in-person or virtually.  <u>Suggested:</u> Principal, Recess Manager, Recess Team, All Teachers, and School Staff</p>
<b>Recess</b>	<p>This element of the Program will start on the first day of Programming.</p> <p>Coach will use recess time to facilitate core games, sports, skill-building activities, and cooperative games. Coach is required to be at all agreed upon recess or individual class playtime periods.</p> <p>During recess, Coach will be focused on facilitating recess components and will not be responsible for play area supervision. 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>Playworks does not support the removal of recess privileges for extended periods of time as a method of discipline.</p>
<b>Class Game Time</b> (grade level: K-5)	<p>Coach provides classroom teachers with Class Game Time. The purpose is to teach students and teachers the rules, expectations, and skills of the games and activities provided during recess in a safe and organized setting.</p> <p>Program Manager and Coach 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 30 to 40 minutes on a rotating schedule.</p> <p>Program Manager must approve all Class Game Time schedules before distribution to teachers. Customer will ensure the presence of a credentialed adult, preferably the classroom teacher, during every Class Game Time session. This element of the Program will start no later than the third week of Programming.</p> <p>This element of the program may be adjusted during school site closures to be delivered during distance learning programming. During the COVID-19 public health emergency period, additional program modifications may be implemented to ensure safety and social distancing.</p>
<b>Junior Coach Leadership Program</b> (grade level: 4–5)	<p>Coach will facilitate the establishment of a Junior Coach Leadership Program (JCLP). The purpose is to create student leadership within a school and build student ownership of some key recess 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.</p> <p>During the school day, Junior Coaches are required to participate as leaders at recess 1 times per week. Junior Coaches are expected to make up missed work and</p>

	<p>maintain good grades to participate in the program. Junior Coaches will lead games and activities during their assigned recess time as well as help students manage conflicts if they arise.</p> <p>Every Coach will lead 1-2 hours of skill development trainings, team-building games, and fun Playworks activities in order to prepare Junior Coaches for their leadership role on the playground. The trainings may be held before school, after school, or during enrichment or elective blocks during the school day. Trainings are based on Playworks JCLP curriculum that includes without limitation thematic units on Junior Coach Job Training, Conflict Resolution Strategies, Leadership Development, and Inclusion Practices. Junior Coach teams are limited to 15 students per training. Junior Coach attendance is required for all trainings in order for Junior Coaches to participate in their leadership role at recess.</p> <p>This element of the Program will start no later than the 6th week of Programming.</p> <p>This element of the program may be adjusted during school site closures to be delivered during distance learning programming. During the COVID-19 public health emergency period, additional program modifications may be implemented to ensure safety and social distancing.</p>
<p><b>Leagues</b> (grade level: _____)</p>	<p>Based on available resources, the proximity of neighboring schools, and school site closures, Playworks will organize non-competitive, skill-building leagues for upper grade students. Coach will recruit for leagues and facilitate practices (typically at the school site) and intramural games. No transportation will be provided by Playworks to or from any game or practice. Playworks leagues last for approximately 5 weeks during the school year.</p> <p>Customer and Playworks will work together to determine viability of Leagues based on COVID-19 safety considerations and CDC guidelines.</p>
<p><b>Customized program notes</b></p>	<ul style="list-style-type: none"> <li>● Recess modifications:</li> <li>● CGT modifications:</li> <li>● JCLP modifications:</li> <li>● League modifications: TBD</li> <li>● Additional program modifications:</li> </ul>
<p><b>Digital Services</b></p>	<p>A 12-month Customer site subscription to PlayworksU and Keep Playing online services is included, unless otherwise specified. Access to online services is provided on the first day of Programming. Access will be provided to a primary account holder with instructions for how to register sub-account holders within the school..</p> <p>Customer acknowledges they are responsible for responding to emails from Playworks to activate online services and support distribution of subscription access to additional school staff. Customer acknowledges that the quality of online content delivery, especially video, is not entirely within Playworks control and is highly dependent on Customers' use of:</p> <ul style="list-style-type: none"> <li>● A modern browser such as Firefox, Chrome, IE, or Safari updated to a version released within the past year</li> <li>● An application to view and download portable document format (.pdf) files</li> <li>● An internet connection of 2 MBps minimum to view streaming video</li> </ul> <p>It is Playworks' intent to allow for unlimited participation for active employees of the Customer site who access online content using Customer site email address and accept terms and conditions of use. Should the number of participants exceed 50 in</p>

	<p>any given month, Playworks reserves the right to charge \$15 per additional user for the site subscription for the balance of the subscription period.</p> <p>As part of the subscription, Playworks will be available for an optional 30-minute consultation call via phone or video with Customer to support implementation throughout the 12-month subscription. Calls will be scheduled based on school interest and mutual availability of Customer and Playworks.</p>
<b>Curriculum and assessment tools</b>	<p>Playworks may provide Customer with curriculum that supports Program implementation. Curriculum and materials will include the Playworks Playbook, Recess Coach Manual, Junior Coach Leadership Program lesson plans, recess assessment tools, and Class Game Time lesson plans.</p>
<b>Coach unavailability</b>	<p>Playworks will implement up to five peer learning days during the school year in which Coach will visit another Playworks site as part of their professional development and will not be on-site implementing the Program. Playworks will utilize some of these days to conduct observation of Program sustainability. Playworks will provide schools at least 14 days' notice for all peer learning days.</p> <p>If Coach is unable to be on-site due to illness or emergency, Coach will notify Customer, Program Manager, and Playworks administrative office. Customer acknowledges that in the event of Coach absence, Playworks will not provide alternative support. Concerns about the number of absences of the Coach should be directed toward the Program Manager.</p> <p>In the event that the Coach is absent for more than five consecutive days and is unable to provide remote program due to following Playworks' self-quarantine policy, Customer may apply for a prorated credit from the sixth day of absence through the remaining consecutive days of absence. Only on-site program days will be counted in this credit calculation. Approved credits may be taken against future invoices. In the event that the credit is for the final billing period of the school year, the credit will be applied to the following school year.</p>
<b>Limitations</b>	<p>Playworks Programming is not a substitute for physical education (PE). Coach may coordinate with an existing PE program, but is in no way a substitute for credentialed PE teachers. Playworks staff may not support the process for grading students related to PE.</p>

### Consultative support

<b>Overview</b>	<p>Program Manager will meet at least twice with Customer administration to evaluate ongoing Playworks Programming and support for continued school climate improvement.</p>
<b>Observation visits</b>	<p>Program Manager will regularly conduct program component observations during on-site programming. Program Manager will observe and assess Program function and efficacy, including the impact of the Junior Coach program during recess. Program Manager will provide feedback to Coach.</p>
<b>Consultation visits</b>	<p>Program Manager will lead 2 consultation sessions with 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.</p>

### Program planning and impact

<b>Planning calls and/or meetings</b>	Prior to Program launch, 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.
<b>Program setup</b>	<p>Customer acknowledges the Program requires setup and school staff participation in order to deliver Program components effectively. No later than two weeks prior to the Program start, Customer will ensure setup and required school staff participation:</p> <ul style="list-style-type: none"> <li>● Set and confirm schedule of orientation activities</li> <li>● Ensure required school staff attendance per component</li> </ul>
<b>Impact measurement tools</b>	<p>Playworks may use one or more of the following tools to measure Program impact:</p> <ul style="list-style-type: none"> <li>● Teacher-reported survey about student SEL growth. Teachers will complete a short assessment of randomly selected group of students</li> <li>● Junior Coach Training Attendance and Assessment: coaches track attendance at Junior Coach training events and complete assessments of skill development throughout the year.</li> <li>● Great Recess Framework observation tool: completed by Playworks staff after observing recess.</li> <li>● Recess observations and reflections: completed by Playworks staff after observing recess.</li> <li>● Annual Survey: completed voluntarily by school staff at the end of the year.</li> </ul>

### Incorporation by reference

The terms and conditions of this Program Plan are hereby incorporated by reference and made a part of the Master Services Agreement, or Customer Agreement, when applicable.

**Confirmed and agreed:**

**PLAYWORKS EDUCATION ENERGIZED**

Signature: *Leah Ewbank*

Printed Name: Leah Ewbank

Title: Senior Program Manager

Date: June 16th, 2021

**NAME OF CUSTOMER: LEAD 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 Agreement, dated **June 16, 2021** (the "Agreement") by and between **LEAD Elementary** ("Customer") and Playworks. In the event of a conflict between any term of this SOW and the Agreement, the terms of this SOW will control. Capitalized terms herein will have the meanings identified in the Agreement unless otherwise defined in this SOW.

**Start Date:** August 11, 2021 **End Date:** June 15, 2022

### Services to Be Performed by Playworks:

Full Time Coach

Digital Services - Playworks U & Keep Playing

### Deliverables to Be Provided by Playworks and Any Deadlines:

Full Time Coach - 1 school year

Digital Services - 12 mo subscription

### Milestone Deliverable:

Customer agrees to pay for the Services described in this SOW, under the terms of the SOW and the governing Agreement. Payment terms and schedule detail follow the milestone deliverable.

1. Fixed Price Amount: \$55,000

Milestone Deliverable	Delivery/Completion Date	Amount
1. Full Time Coach	June 15, 2022	\$53,500
2. PlayworksU & Keep Playing	June 15, 2022	\$1,500

### Payment Terms and Schedule Detail

**Payment Terms:**

- Playworks fees are fixed, and may not be prorated, regardless of program start or end date
- Payment on all invoices is due within 30 days of invoice date
- Please make all checks payable to Playworks Education Energized
- Customer agrees to pay \$55,000 at the time of signing and the remainder in accordance with the schedule below.

<b>Payment Schedule</b>	<b>For full year services:</b>	<b>Coach and TeamUp</b>	
	Please select from the following payment schedule options	Full year: invoiced by 9/1/2021	\$
		Semester: 50% invoiced by 9/1/2021 and 50% by 1/20/2021	\$
		Quarterly: 4 equal payments invoiced in 9/2021, 11/2021, 1/2022 and 4/2022	\$
	<b>For all other services</b>		
	Customer to be invoiced upon services rendered	\$	

**\*Customer fee discount for full year services only: Coach and TeamUp 3.0% if paid in full by October 31, 2021**

The Customer is responsible for payment of the entirety of the Customer fee. Payment in full must be received (or postmarked) by October 31, 2021 for the 3.0% discount to apply. Payments postmarked or received after October 31, 2021 shall not qualify for the 3.0% discount.

<b>Customer Accounts Payable detail</b>	Contact Name & Title	
	Billing Address	
	Email	
	PO#	
	<b>Additional detail</b>	

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

**PLAYWORKS EDUCATION ENERGIZED**

Signature: Leah Ewbank  
 Printed Name: Leah Ewbank  
 Title: Senior Program Manager  
 Date: June 16, 2021

**NAME OF CUSTOMER: LEAD Elementary**

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_