



# Master Services Agreement

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This is a Master Services Agreement ("Agreement") dated as of \_\_\_\_\_, 20<sup>18</sup>, between Playworks Education Energized, a California nonprofit public benefit corporation ("Playworks"), and Campbell School District \_\_\_\_\_, a 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. Modifications to the Program Plan(s) shall be documented as **Exhibit C** ("Program Plan Modifications")

#### 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** Payment and Fees.

#### 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.

### 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 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.

### **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.

### **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 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.

## **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 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.

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

**PLAYWORKS EDUCATION ENERGIZED**

Signature: 

Printed Name: Angel Henricks

Title: Program Manager

Date: 6-19-17

**NAME OF CUSTOMER:**

Signature: 

Printed Name: Eric Brown

Title: Principal

Date: 6.19.18





PLAYWORKS

Exhibit A.1

# Program Plan: Coach

## Basic features

<b>Program name</b>	Coach
<b>Program overview</b>	The Program provides comprehensive onsite support delivered by an experienced Playworks coach who is onsite full-time, every day to implement strategies, games, and systems to develop and sustain a positive educational culture for everyone, starting at recess.
<b>Timeframe</b>	<p>The Program operates during the school year. Program end date with Customer will be based on the last 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 school year starts on <u>8-23-18</u> and ends on <u>6-12-19</u>.</p> <p>Final program schedules and preparation periods will be approved by both Playworks and Customer at the start of the school year.</p>

## Playworks personnel

<b>Overview</b>	Playworks will assign a program coordinator ("Coach") and program manager ("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 onsite at the Customer and carries out the activities described in the Plan.
<b>Coach Training</b>	Playworks will ensure that Coach is trained prior to the first day of programming, and 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-aged students. Coaches are CPR/first aid certified, attend a mandated reporting workshop, and are required by law to report suspected child abuse.
<b>Coach Screening, Testing, and Immunizations</b>	Playworks will ensure that Coach has complied with applicable fingerprinting requirements, has no criminal or other record that would disqualify the person from working with minors, has tested negative for tuberculosis in line with Customer requirements, has any immunizations required by Customer, and has otherwise satisfied requirement under applicable law.
<b>AmeriCorps</b>	<p>In the event that the 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 the Coach outside of the scheduled timeframe and the member may only implement service activities as described in this Plan..</p>



<b>Program Manager Activities</b>	Program Manager will supervise and 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 Plan.
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**Customer personnel**

<b>Principal</b>	The principal of the Customer will attend all consultation and evaluation meetings with Program Manager as set out in the Plan, including, without limitation, an orientation meeting in the first week of programming and approximately monthly throughout the program.
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**Workspace and equipment**

<b>Workspace</b>	Customer will make available to Coach a workspace, computer, and internet access, and classroom space for Junior Coach Leadership Program trainings and other trainings set out in the Plan.
<b>Playground equipment</b>	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.

**Program components**

<b>Coach on site</b>	<p>Coach will be onsite during Monday - Friday during the course of the school year. The onsite week at a school consists of four days for a total of 7 hours for in-school and out-of-school programming, and one day for a total of 4 hours of in-school programming.</p> <p>Appropriate lunch and break times will be designated as an eighth hour of the daily schedule. A minimum of 2 hours per week will be assigned as planning and prep time for Coach to complete administrative tasks.</p>
<b>Assessment</b>	Prior to or during first program week Playworks will conduct a school-wide assessment, including observation and assessment of recess, meeting with school administrative and recess staff.
<b>Recess</b> (grade level: all grades)	<p>Coach will use recess time to facilitate core playground games, sports, skills building activities, and cooperative games. Coach is required to be at all regularly scheduled recess periods.</p> <p>During recess, Coach will be focused on facilitating recess components, and will not do or be responsible for yard supervision. Customer will provide certified adult yard supervision during all recess periods and have full responsibility for yard supervision.</p> <p>Playworks and Customer will work together to create an indoor recess plan in case of inclement weather. Playworks does not support the removal of recess privileges for extended periods of time, as a method of discipline.</p> <p>This element of the Program will start on the first day of programming</p>
<b>Class Game Time</b> (grade level: all grades)	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>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. Class Game Times may not be scheduled during any regularly scheduled recess period.</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. Class Game Time may be delivered to middle school students as long as the schedule and structure is consistent with lower grade Class Game Times.</p> <p>This element of the Program will start no later than the third week of programming.</p>
<p><b>Junior Coach Leadership Program</b> (grade level: 4-6)</p>	<p>Coach will facilitate the establishment of a Junior Coach Leadership Program. 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 by _____ 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 1-3 times a week. 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>Every week, Coach will lead 2-4 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 fourth week of programming.</p>
<p><b>Leagues</b> (grade level: 4-6)</p>	<p>Based on available resources and the proximity of neighboring schools, Playworks will organize two non-competitive, skills-building leagues for fourth and fifth grade students. Coach will recruit for leagues and facilitate at least one practice (typically at the school site) and one evening game (held off site) each week.</p> <p>No transportation will be provided by Playworks to or from any game or practice. Playworks leagues take place approximately 6-12 weeks during the school year.</p>
<p><b>Customer training</b></p>	<p>Playworks will provide training for teachers and staff of Customer. Such training provides teachers and staff with best practices and examples to implement opportunities for play and physical activities for their students.</p> <p>Customer will provide Playworks with a block of staff development time, ideally two to three hours, for such training before or no later than the sixth week of the school year, to be scheduled and communicated to Playworks before the school year.</p>



<b>Curriculum and assessment tools</b>	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.
<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 30 days' notice for all peer learning days.</p> <p>If Coach is unable to be onsite 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, Customer may apply for a prorated credit from the sixth day of absence through the remaining consecutive days of absence. Only regular school 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>	Playworks programming is not a substitute for physical education (PE). Coach may coordinate with an existing PE program, but are in no way a substitute for credentialed PE teachers. Playworks staff may not support the process for grading students related to PE.

### Supervision and Training

<b>Supervision</b>	Coach reports directly to the Playworks Program Manager, who will supervise all program activities carried out in the Plan.
<b>Observation visits</b>	Program Manager will conduct observation visits during at least one program week. Program Manager will observe and assess recess function and efficacy including the impact of the Junior Coach program during recess. Program Manager will provide feedback to Coach.
<b>Consultation visits</b>	Program Manager will make at least two consultation visits 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.
<b>Customer training</b>	Playworks will provide training for all teachers and staff for Customer. Such training provides teachers and staff with best practices and examples to implement opportunities for play and physical activities for their students.

### Program planning and impact

<b>Planning Call(s) and/or Meeting(s)</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.
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**PLAYWORKS**

<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>• Student Engagement Surveys: teachers will complete a short assessment of engagement levels of randomly selected students in the fall and the spring.</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>
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PLAYWORKS

### Incorporation by Reference

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

**Confirmed and agreed:**

**PLAYWORKS EDUCATION ENERGIZED**

Signature: [Handwritten Signature]

Printed Name: Angel Hernandez

Title: Program Manager

Date: 6-19-18

NAME OF CUSTOMER: Castlemont Elem

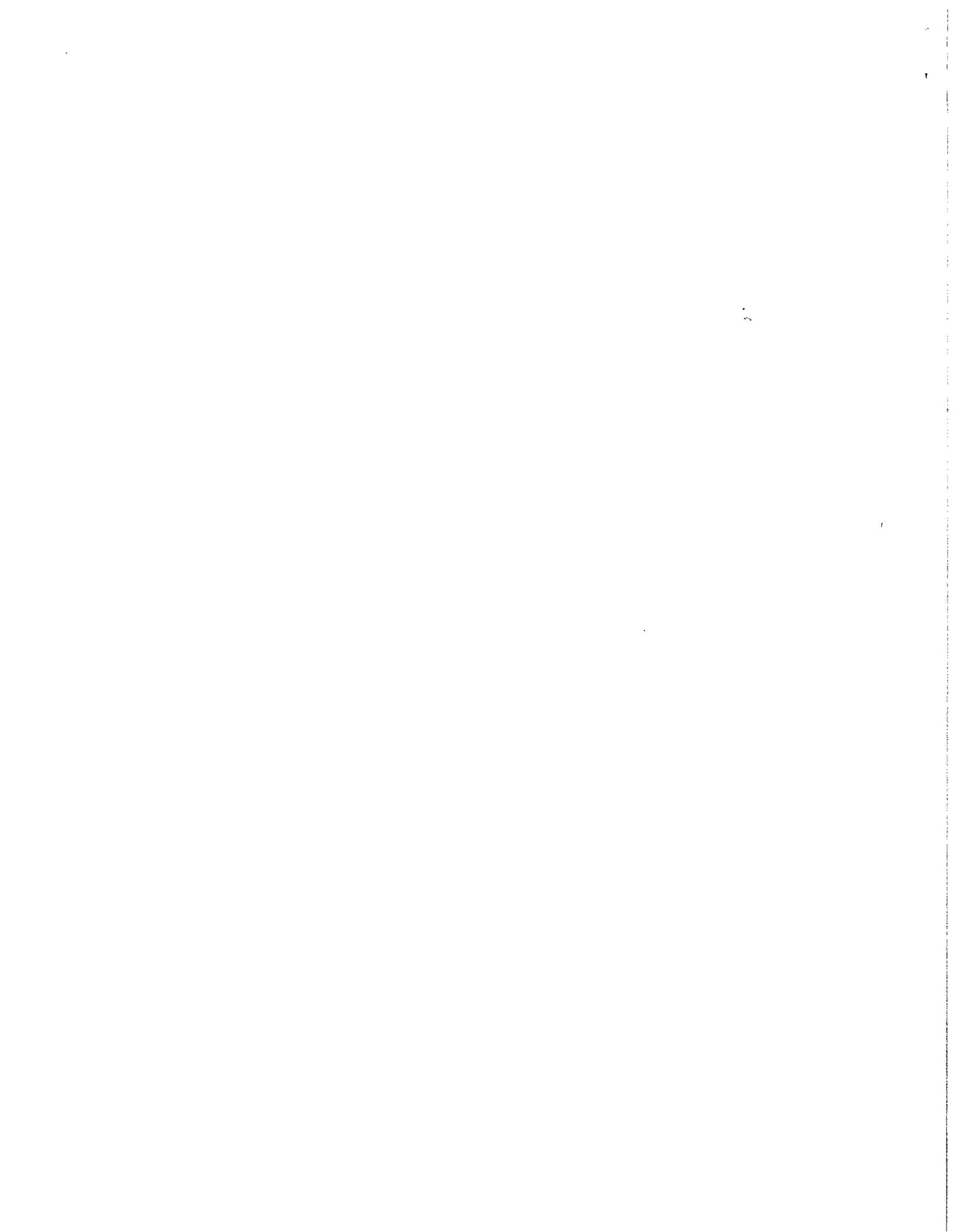
Signature: [Handwritten Signature]

Printed Name: Eric Brown

Title: Principal

Date: 6.19.18







**PLAYWORKS**

**Fee Schedule - Customer Fee Calculation**

Program	Quantity	Unit Price	Total Price	Playworks Contribution	Customer Fee	Locations
<b>Onsite Coach Programs</b>						
A.1 Coach (full-time)	1	\$65,500.00	\$65,500.00	\$44,500.00	\$21,000.00	
A.2 Coach (part-time)			\$0.00		\$0.00	
<b>Consultative Support Programs</b>						
A.3 TeamUp			\$0.00		\$0.00	
A.4 Recess Reboot			\$0.00		\$0.00	
A.5 Consultation Visit			\$0.00		\$0.00	
<b>Staff Training Programs</b>						
A.6 Game Facilitation			\$0.00		\$0.00	
A.7 Group Management 1			\$0.00		\$0.00	
A.8 Group Management 2			\$0.00		\$0.00	
A.9 Indoor Recess			\$0.00		\$0.00	
A.10 Play Leadership Essentials			\$0.00		\$0.00	
A.11 Playworks in the Classroom			\$0.00		\$0.00	
A.12 Power of Play			\$0.00		\$0.00	
A.13 Power of Play & Group Management			\$0.00		\$0.00	
A.14 Recess 360			\$0.00		\$0.00	
A.15 Recess Implementation			\$0.00		\$0.00	
A.16 Recess Program Sustainability			\$0.00		\$0.00	
A.17 Recess Youth Leadership			\$0.00		\$0.00	
A.18 Staff Leadership on the Playground			\$0.00		\$0.00	
A.19 Tournaments			\$0.00		\$0.00	
Travel for Staff Training			\$0.00		\$0.00	
<b>PlayworksU</b>						
A.20 Bundled or Add-On Site Subscription			\$0.00		\$0.00	
A.21 Stand-Alone Site Subscription			\$0.00		\$0.00	
<b>TOTAL</b>			<b>\$65,500.00</b>	<b>\$44,500.00</b>	<b>\$21,000.00</b>	



**PLAYWORKS**

**Fee Schedule - Payment Terms & Details**

Playworks payment detail:		
<b>Fee Total</b>	<b>The total fee for selected Playworks service(s) is:</b>	<b>\$21,000.00</b>
<b>Payment Terms</b>	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 (or within 60 days for Full year invoices). Please make all checks payable to Playworks Education Energized	
<b>Payment Schedule</b>	<b>For full year services:</b>	<b>A.1 Coach (full-time), A.2 Coach (part-time) and A.3 TeamUp</b>
	Please select from the following payment schedule options	Full year: invoiced by 9/1/2018
		Semester: 50% invoiced by 9/1/2018 and 50% by 1/20/2019
		Quarterly: 4 equal payments invoiced in 9/2018, 11/2018, 1/2019 and 4/2019
<b>For all other services:</b>	<b>A.4 - A.19</b>	
	Customer to be invoiced upon services rendered	

Customer payment detail:			
<b>Customer Fee funding sources</b>	<b>Source</b>	<b>Amount</b>	<b>Notes</b>
	Categorical funds		
	General purpose funds		
	PTA/PTO - Home + School Club	21,000	
	Other		
<b>Customer Accounts Payable detail</b>	<b>Contact Name</b>	Jenni Avery + Emily Ah Sing	
	<b>Contact Title</b>	Home + School Club treasurers	
	<b>Address</b>	3040 Payne Ave Campbell, CA 95308	
	<b>Email Address</b>	Jawavery@yahoo.com emahsing@gmail.com	
	<b>PO#</b>		
	<b>Additional detail</b>		

Confirmed and agreed:

**PLAYWORKS EDUCATION ENERGIZED**

Signature: Eric Brown  
 Print Name: Eric Brown  
 Title: Principal  
 Date: 6-19-18

Signature: [Signature]  
 Print Name: Angel Hernandez  
 Title: Program Manager  
 Date: 6-19-18