

Master Services Agreement

This is a Master Services Agreement ("Agreement") dated as of _	, 20 18, between Playworks
Education Energized, a California nonprofit public benefit corpora	ation ("Playworks"), and
Mountain View Whisman 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.



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

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Fee Schedule - Customer Fee Calculation

Program	Quantity	Unit Price	Total Price	Playworks Contribution	Customer Fee	Locations
Onsite Coach Programs						
A.1 Coach (full-time)			\$0.00	AUSTRALIA I	\$0.00	
A.2 Coach (part-time)			\$0.00		\$0.00	
Consultative Support Programs						
A.3 TeamUp	1	\$25,000.00	\$25,000.00	\$10,000.00	\$15,000.00	
A.4 Recess Reboot			\$0.00	1000	\$0.00	
A.5 Consultation Visit			\$0.00	Aurent Alexander	\$0.00	CONTRACTOR SOLVEN
Staff Training Programs			-			
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	NEED BE		\$0.00		\$0.00	
A.15 Recess Implementation			\$0.00		\$0.00	A THE STATE OF THE
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	MELLORING ST		\$0.00		\$0.00	
Travel for Staff Training			\$0.00		\$0.00	
PlayworksU						
A.20 Bundled or Add-On Site Subscription	TESTED BY		\$0.00		\$0.00	
A.21 Stand-Alone Site Subscription			\$0.00		\$0.00	
TOTAL			\$25,000.00	\$10,000.00	\$15,000.00	

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3% Customer Fee Discount

Discount Terms:

- Discount is only available for A.1 Coach (full-time) and A.3 TeamUp

- Payment in full for services A.1 and/or A.3 must be received (or postmarked) by October 31, 2018 for the 3.0% discount to apply.

- The Customer is responsible for the entirety of the Customer fee. If Playworks receives additional funding that partially pays for the Customer fee, the Customer is not eligible for the discount.

- If Playworks receives a discounted payment after October 31, the Customer will owe the unpaid amount, even if the Customer takes all appropriate and necessary actions for payment to proceed in a timely manner.

Less: Early payment discount for A.1

-\$450.00

TOTAL If paid for Services A.1 and/or A.3 by 10/31/2018

\$14,550.00



Exhibit A.3

Program Plan: TeamUp

Basic features

Program name	TeamUp
Program overview	The Program provides comprehensive onsite consulting and support delivered by an experienced Playworks site coordinator who is onsite for a five-day block each month to model and teach strategies, games, and systems to develop and sustain a positive educational culture for everyone, starting at recess.
Timeframe	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 and ends on

Playworks personnel

Overview	Playworks will assign a site coordinator ("Site Coordinator") and program manager ("Program Manager") for the Program.
Site Coordinator Activities	Site Coordinator works onsite at the Customer and carries out the activities described in the Plan.
Site Coordinator Training	Playworks will ensure that Site Coordinator receives regular training in youth development, group management, safety, leading healthy play and physical activities for elementary age students, and mandatory reporting, and that Site Coordinator is CPR and first aid certified.
Site Coordinator Screening, Testing, and Immunizations	Playworks will ensure that Site Coordinator 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.
Program Manager Activities	Program Manager will supervise and provide Program implementation support to Site Coordinator. Program Manager will regularly visit Customer and carry out the observation, consultation, and other activities set out in the Plan.

Customer personnel

Overview	Customer will assign two employees to serve as school recess coach ("Recess Coach") and school recess manager ("Recess Manager").
Recess Coach	Recess Coach will lead program components and receive ongoing coaching and professional development from Site Coordinator and Program Manager



	as set out in the Plan. Customer will ensure that Recess Coach is made available for all Program implementation, professional development, and coaching sessions as set out in the Plan.
Recess Manager	Recess Manager will supervise Recess Coach and serve as Customer's liaison to Site Coordinator and Program Manager. Customer will ensure that Recess Manager is made available to provide ongoing support, observation, and management to Recess Coach throughout the school year.
Principal	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.

Workspace and equipment

Workspace	Customer will make available to the Site Coordinator a workspace, computer, printer access, internet access, and classroom space for Junior Coach Leadership Program trainings and other trainings set out in the Plan.
Playground equipment	The Program will be implemented using existing playground equipment provided by the Customer. Playworks may provide a list of suggested playground equipment before the beginning of the school year. Playworks will support the development of an equipment maintenance system.

Program components

Site Coordinator on site	Site Coordinator will be onsite at each school on Monday - Friday for one week out of every four weeks during the course of the school year. The onsite week at a school consists of four days for a total of 5 - 7 hours for in-school and out-of-school programming, and one day for a total of four hours of in-school programming.
	In this Agreement, "Program Week" means the week Site Coordinator is onsite at a Customer, and "Customer Implementation Week" means a week when the Site Coordinator is not onsite at a Customer.
Site Coordinator not on site	During the weeks Site Coordinator is not onsite, Recess Coach will lead and facilitate the Recess and Junior Coach Leadership Program components of the Program, using guidelines provided by Playworks
	Recess Coach's recommended total hours will include all hours of recess periods, one hour per Program week for Recess Coach to attend coaching session with Site Coordinator, and hours of of professional development a year.
	Playworks will provide Customer with a schedule for weeks when the Site Coordinator is not onsite.
Assessment	During first two days of the first program week Playworks will conduct a school-wide assessment, including observation and assessment of recess, meeting with school administrative and recess staff.
Recess (grade level: all grades)	Playworks will support Recess Coach to use recess times for core playground games, sports, skills building activities, and cooperative games. Site Coordinator will provide consultation and modeling for Recess Coach



	on strategies for recess facilitation. During recess, Site Coordinator will be focused on consulting and supporting the Recess Coach, 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. Playworks and Customer will work together to create an indoor recess plan in case of inclement weather. This element of the Program will start no later than the second rotation of programming.
Class Game Time (grade level: all grades)	Site Coordinator provides classroom teachers with Class Game Time support. The purpose is to teach students and teachers the rules, expectations, and skills of the games and activities provided during recess in a safe and organized setting.
	Site Coordinator 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. Site Coordinator must approve all Class Game Time schedules before distribution to teachers. Class Game Times may not be scheduled during any regularly scheduled recess period.
	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 rotation of programming.
Junior Coach Leadership Program (grade level: 4-6)	Site Coordinator 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.
	Junior Coaches are selected by through a process that includes student applications, teacher recommendations, and parent permission.
	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.
	Outside of the school day, Site Coordinator 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.
	This element of the Program will start no later than the fourth rotation of programming.

Exhibit A.3, Playwork Program Plan, Page 4



Recess Coach professional	Site Coordinator and Program Manager will provide Recess Coach with professional development throughout the school year. Workshop content
development	will include: Playworks Theory of Change, Playworks program implementation training, and strategies for maintaining a sustainable program. Recess Coach will attend all professional development sessions.
	Site Coordinator and Program Manager will provide Recess Manager and his or her team with training related to managing and sustaining recess improvements with school staff.
Recess Coach coaching sessions	Site Coordinator will provide a minimum of one hour of coaching sessions with Recess Coach during the Program Week.
	The session will focus on Recess Coach's development and capacity to facilitate recess and the Junior Coach program during Customer Implementation Weeks. Coaching content will include goal setting and implementation of best practices to achieve outcomes such as group management strategies, rapport building, game facilitation, and leadership development.
	Playworks and Customer will determine the schedule for the coaching sessions at the beginning of the school year.
Recess Manager Coaching and Training	Site Coordinator will provide 1-2 hrs of direct consultation and/or training for Recess Managers.
	The session will focus on managing a recess team, understanding and overseeing implementation of recess outcomes
Customer training	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.
	Customer will provide Playworks with a block of staff development time, ideally two to three hours, for such training during the first six weeks of the school year, to be scheduled and communicated to Playworks before the school year.
Curriculum and assessment tools	Playworks may provide Customer with curriculum that supports program implementation. Curriculum and materials will include the Playworks Playbook, Recess Coach Manual, Junior Coach Leadership Program lesson plans, recess assessment tools, and Class Game Time lesson plans.
Site Coordinator Unavailability	If Site Coordinator is unable to be onsite during a Program Week due to illness or emergency, Program Manager will communicate with Customer regarding alternative support of Junior Coach training and coaching sessions with Recess Coach. Program Manager may make additional observation visits to Customer as needed to address such unavailability.

Supervision

Supervision	Site Coordinator reports directly to the Playworks Program Manager, who will supervise all program activities carried out in the Plan.
Observation visits	Program Manager will conduct observation visits at least once during school implementation weeks. 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 Recess Coach and Recess Manager.
Consultation visits	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.
Relationship meeting	Program Manager will meet at least once in the spring with Customer administration to evaluate ongoing Playworks programming and support for continued school climate improvement. This may be combined with a Consultation visit (above).

Program planning and impact

Information to be provided by Customer before school year starts	
Impact measurement tools	Playworks may use one or more of the following tools to measure program impact:
	 Junior Coach Training Attendance and Assessment: coaches track attendance at junior coach training events and complete assessments of skill development throughout the year. Great Recess Framework observation tool: completed by Playworks staff after observing recess. Recess observations and reflections: completed by Playworks staff after observing recess. Annual Survey: completed voluntarily by school staff at the end of the year.



Incorporation by Reference

Confirmed and agreed:

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.

Date: