



STATEMENT OF WORK (SOW) and PAYMENT TERMS & SCHEDULE

This Statement of Work is governed by the terms and conditions of the Master Services Agreement (the "Agreement"), dated **July 25th, 2021** by and between **Mountain View Whisman School District - Beyond the Bell** ("Customer") and Playworks. In the event of a conflict between any term of this SOW and the Agreement, the terms of the Agreement will control. Customer agrees to pay for the Services described in this SOW according to the schedule below.

The Program school year **Start Date: August 3rd, 2021** **End Date: October 30th, 2021**

Service Deliverable	Completion Date	Invoice Amount	Invoice Date(s)
1. Power of Play	8/3/2021	\$3,000	8/3/2021
2. Game Facilitation	8/3/2021	\$3,000	8/3/2021
TOTAL AMOUNT			

Payment Terms:

- Playworks fees quoted for an academic school year may not be reduced by proration, 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 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.

Customer Accounts Payable detail	Contact Name & Title	<i>Erika Navarro, Supervisor BTR</i>
	Billing Address	<i>1400 Montecito Ave Mt View CA 94043</i>
	Email	<i>accounts.payable@mvwsd.org</i>
	PO#	
	Additional detail	

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

PLAYWORKS EDUCATION ENERGIZED

Signature: Calvin Hamilton

Printed Name: Calvin Hamilton

Title: Regional Partnership Manager

Date: July 25th, 2021

NAME OF CUSTOMER: MUWSD

Signature: Cathy Baur

Printed Name: Cathy Baur

Title: Chief Academic Officer

Date: 8/4/21

Program Plan: *Power of Play // Game Facilitation*

Basic features

Program name	<i>Power of Play & Game Facilitation</i>
Program overview	<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><i>Power of Play introduces the importance of play and lays the foundation for creating a safe, healthy, and respectful environment for youth. With Playworks Power of Play, we give you and your staff the introductory tools needed to create safe and inclusive play opportunities for all students.</i></p> <p><i>Game Facilitation teaches participants how to effectively facilitate games, transition between activities, and build cooperation among kids.</i></p>
Timeframe	<p>Workshop length: 6 Hours</p> <p>Playworks and Customer will determine agreed upon date(s) and time(s) for service delivery, based on school/site calendar and Trainer availability. Requests, by either party, for adjustments to agreed-upon dates/times should be communicated at least 5 business days in advance.</p> <p>Schedule adjustments related to school closures will be approved by Playworks and Customer</p>
Participating school(s) or organization(s)	MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT - BEYOND THE BELL
Number of participants	UP TO 35

Playworks personnel

Overview	Playworks will assign a Playworks Trainer ("Trainer") to facilitate the Program.
Trainer activities	Trainer works on-site with the Customer and carries out the activities described in the Program.
Trainer development	Playworks will ensure that Trainer receives regular training in youth development, group management, safety, and leading healthy play and physical activities for elementary-age students. Trainers are CPR/First Aid certified and are required by law and fully trained to report suspected child abuse.
Trainer screening, testing, and immunizations	Playworks will ensure staff has complied with applicable fingerprinting requirements, has no criminal or other record that would disqualify Trainer 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.
Arrival	Playworks will arrive at the location of Program delivery approximately one hour in advance of the proposed start time to set up and prepare for the Program. Customer will grant Playworks' Trainers access to the Program location at least one hour in advance of the Program to allow for setup.

Customer personnel

Overview	Customer acknowledges that the Program requires a <u>minimum of ten participants</u> in order to simulate games and activities. Customer will ensure the minimum number of participants will participate in the training.
Participants	<p>Customer shall ensure that the training participants arrive on time for each day of Program delivery.</p> <p>A single Trainer can effectively manage a maximum group size of 35 participants. If the group size exceeds 35 participants, Customer agrees to pay a fee of \$250 per half-day or \$500 per full day for each additional Trainer.</p>

Workplace and equipment

Workspace	<p>The Program will take place _____. For in-person services, Customer will provide a location for the Program that allows for group-based activities to be performed without unreasonable obstruction, delay, and/or distraction. Playworks recommends that Customer use a location that meets the following space dimensions:</p> <ul style="list-style-type: none"> • A location with space dimensions of 40' x 40' (e.g., cleared multi-purpose room) is recommended for groups of 10–20 participants. • A location with space dimensions of 40' x 60' (e.g., half gym) is recommended for groups of 21–35 participants. • A location with space dimensions of 94' x 50' (e.g., full gym) is recommended for groups of 36–60 participants.
Training equipment	Playworks will provide all necessary equipment and instructional materials to lead the Program.
Harassment free work environment	<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</p>

	against an individual who has made a complaint concerning an incident of harassing conduct or behavior.
COVID-19 safety	Trainer will be expected to adhere to Playworks COVID Safety Guidelines, a copy of which will be provided to Customer. Customer will include Trainer 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 Trainer to find mutually agreeable program modifications if no outdoor masking policy is in place. If Trainer is required to follow Playworks' quarantine procedures, remote program or other program options will be offered by Playworks.

Program components

Training	<p><i>Professional development that introduces the importance of play and lays the foundation for creating a safe, healthy, and respectful environment for youth. With Playworks Power of Play, we give you and your staff the introductory tools needed to create safe and inclusive play opportunities for all students.</i></p> <p><i>Training on the key strategies of:</i></p> <ul style="list-style-type: none"> - Verbalizing techniques for effective game facilitation - Designing a lesson plan using the game facilitation outline - Practicing facilitating of games
Customized training notes	<ul style="list-style-type: none"> • Delivery Modifications: • Other

Program planning and impact

Planning calls and/or meetings	Prior to Trainer's on-site arrival, Customer agrees to manage communication with personnel participating in the Program and collaborate with Playworks to set up for the Program.
Program setup	<p>Customer acknowledges that the Program requires setup and staff participation in order to deliver Program components effectively. No later than two weeks prior to Trainer's on-site arrival, Customer will ensure setup and required staff participation.</p> <p>If Program setup and staff participation fall below the minimum by two weeks prior to Trainer's on-site arrival, Playworks reserves the right to cancel and/or reschedule the Program.</p>
Impact measurement tools	<p>Playworks may use one or more of the following tools to measure Program impact:</p> <ul style="list-style-type: none"> • 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.

	<ul style="list-style-type: none"> • Recess Checkup: electronic quiz designed to assess safe and healthy play at recess. • Training Participant Surveys: electronic surveys designed to gauge satisfaction with training as well as changes in knowledge, attitudes, and behaviors.
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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: Calvin Hamilton

Printed Name: Calvin Hamilton

Title: Regional Partnership Manager

Date: July 25th, 2021

NAME OF CUSTOMER: MUWSD

Signature: [Handwritten Signature]

Printed Name: Cathy Baur

Title: Chief Academic Officer

Date: 8/4/21

Master Services Agreement This is a Master Services Agreement (“Agreement”) dated as of **July 25th, 2021**, between Playworks Education Energized, a California nonprofit public benefit corporation (“Playworks”), and **Mountain View Whisman School District-Beyond the Bell**, a **Mountain View** (“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. For terms related to purchases of digital services only, see: <https://www.playworks.org/playworks-digital-services-terms-conditions/> in lieu of Plan.

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 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 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 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: Calvin Hamilton

Printed Name: Calvin Hamilton

Title: Regional Partnership Manager

Date: July 25th, 2021

NAME OF CUSTOMER: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____