

## Main Services Agreement, Playworks (Form Agreement)

This is a Main Services Agreement (“Agreement”) dated as of 4/30/24, between Playworks Education Energized, a California nonprofit public benefit corporation (“Playworks”), and Castro Elementary (“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 acknowledge and agree as follows:

#### 1. Program

##### 1.1 Scope

Playworks will provide certain 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 (“Digital Services Agreement”). For the avoidance of doubt, the Digital Services Agreement shall not apply if no digital services are purchased.

##### 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

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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 Main 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 and/or in connection with Playworks' provision of the Services, Playworks and Customer may share sensitive and/or confidential 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 connection therewith, Playworks and Customer 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 each other 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 take reasonable efforts to 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, operations, and Personally Identifiable Information contained in education records as defined in 34 C.F.R. § 99.3 the Family Educational Rights and Privacy Act ("FERPA Data"). 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, except to the extent provided in Section 2.4.

#### **2.4 Student Data**

Playworks may in carrying out Services have access to FERPA Data. It will collect and use FERPA Data solely for Program purposes and in accordance with applicable law, including the Family Educational Rights and Privacy Act, and Customer policy. Playworks will implement reasonable security safeguards to maintain the confidentiality of FERPA Data. Customer owns all rights, title and interest to all FERPA Data that Customer provides or otherwise makes available to Playworks for the Program purposes.

#### **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, video or audio recordings 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 (which may include recorded training sessions) from Playworks websites, and providing Customer with access to interactive websites. All rights, including intellectual property rights in and to the Materials and any other content or documents created by or for Playworks in connection with the provision of the Services, shall be, at all times, the sole and exclusive property of Playworks.

#### **3.2 Customer Use and Sharing**

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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, alter, or obscure any Playworks copyright or trademark markings on any Materials. Customer may not record, reproduce, and/or copy (audio and/or visual) any trainings, programs, or other materials delivered by Playworks without the prior written consent of Playworks (such consent to be given in Playworks' sole discretion), and any such permitted reproduction and/or recordings may only be used by Customer for the purpose(s) approved by Playworks in advance in writing (such approval to be given in Playworks' sole discretion). 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

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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. Any use of the other party's trademarks shall be subject to reasonable quality control and 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.

Playworks strives to create and maintain a work environment in which people are treated with dignity, decency and respect. The Playworks environment, including where Services are being provided to or for the benefit of Customer, should be characterized by mutual trust and the absence of intimidation, harassment, oppression and exploitation. Playworks will not tolerate unlawful discrimination or harassment of any kind.

It is a violation of Playworks' policy to create discriminatory work conditions for Playworks staff if the basis of that discriminatory treatment or work condition is, in whole or in part, a person's race (including hairstyle/texture), color, national origin, age, religion, disability status, sex, sexual orientation, gender identity or expression, genetic information or marital status.

Playworks may suspend the delivery of Services if it becomes aware of discrimination or harassment in violation of this policy.

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**

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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



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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: \_\_\_\_\_ *Tim Seso-Hunter* \_\_\_\_\_

Printed Name: \_\_\_ Tim Seso-Hunter \_\_\_\_\_

Title: \_\_\_\_\_ Program Director \_\_\_\_\_

Date: \_\_\_\_\_ 6/7/24 \_\_\_\_\_

**NAME OF CUSTOMER:** \_\_\_\_\_ Castro Elementary \_\_\_\_\_

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

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

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

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

# Program Plan: Coach

## Basic features

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| <b>Program name</b>     | Coach   |
| <b>Program overview</b> | <p>Playworks recognizes play and recess may look different from school to school. Playworks is committed to ensuring schools are equipped to create a schedule that accommodates Playworks services everyday. Recess will be facilitated in designated play areas, classrooms, virtual classrooms or in other spaces agreed upon by Playworks and Customer.</p> <p>Coach (“Program”) provides comprehensive support delivered by a fully trained Playworks Coach who implements strategies, games, and systems to develop and sustain a positive educational culture for everyone, starting at recess.</p>  |
| <b>Timeframe</b>        | <p>The Program operates during the school year. Program end date with Customer will be based on the last student contact day of the school year stated on the original school calendar provided to Playworks. If Customer has a full year schedule or alternative calendar, Playworks and Customer will determine the end date of Programming prior to the start of the school year. The Program school year starts on <u>8/19/24</u> and ends on <u>5/30/25</u>.</p> <p>Final Program schedules and preparation periods will be approved by both Playworks and Customer at the start of programming. Schedule adjustments related to school closures will be approved by Playworks and Customer.</p> |

## Playworks personnel

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| <b>Overview</b>                                    | Playworks will assign a Coach and Program Manager for the Program. Coach will be an employee of Playworks contracted by Playworks and will be an active member of the school community.  |
| <b>Coach activities</b>                            | Coach works on-site at the Customer and carries out the activities described in the Program.   |
| <b>Coach development</b>                           | Playworks will ensure that Coach is trained prior to the first day of Programming and that Coach receives regular training and supervision throughout the school year. Coach receives training in youth development, group management, safety, and leading healthy play and physical activities for elementary-age students. Coaches are CPR/First Aid certified and are required by law and fully trained to report suspected child abuse as a mandated reporter. |
| <b>Coach screening, testing, and immunizations</b> | Playworks will ensure staff has complied with applicable fingerprinting requirements, has no criminal or other record that would disqualify Coach from working with minors, has tested negative for tuberculosis in line with Customer requirements, has any immunizations required by Customer, and has otherwise satisfied requirements for working with children under applicable laws.   |
| <b>Program Management activities</b>               | Coach reports directly to a Playworks Program Manager who will supervise all Program activities carried out in the Program. Program Manager will provide Program implementation support to Coach. Program Manager will regularly visit Customer and carry out the observation, consultation, and other activities set out in the Program. Program Manager will regularly communicate with Customer during distance learning programming to ensure program quality. |

## Customer personnel

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| <b>Overview</b>           | Working with Playworks, Customer will identify and assign school staff to fulfill the roles that will support implementation of onsite and distance learning Program. Customer will provide Playworks with designated staff training time for the delivery of each component.   |
| <b>Principal</b>          | The Principal of the Customer will attend all in-person and virtual consultation and evaluation meetings with Program Manager as set out in the Program Plan including, and without limitation to, an orientation meeting in the first week of Programming. Regularly scheduled meetings throughout the duration of the Program are required to ensure program quality.   |
| <b>Other school roles</b> | <p>Playworks recommends that Customer identify and assign school staff members to fulfill the following roles to support implementation of this Program and designate staff training time to receive professional development and coaching. These roles may overlap and may be filled by one or more school staff members:</p> <ul style="list-style-type: none"> <li>● <b>Recess Manager:</b> Recess Manager is the school's primary liaison to Playworks. Customer will ensure the Recess Manager is made available to provide ongoing support, observation, and management to Recess Coach and Recess Team throughout the school year.<br/><u>Recommended:</u> Assign Recess Manager role to a member of the school's administrative team.</li> <li>● <b>Recess Team:</b> School staff who actively support the planning and implementation of recess. Customer will ensure Recess Team is made available for all Program implementation, professional development, and coaching sessions as set out in the Program Plan.</li> </ul> |
| <b>Other personnel</b>    | Playworks will provide training(s) for all teachers and school staff of Customer as set out in the Program Plan. Such training(s) provide teachers and staff with guidance, best practices, and examples to support in-person and distance learning opportunities for play. School community members are welcome to join (e.g., parents, volunteers, after-school program staff, etc.).   |

## Workplace and equipment

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| <b>Workspace</b>                        | Customer will make available to Coach a workspace with a computer and internet access and classroom space for Youth Leadership Program trainings and other trainings set out in the Program Plan.  |
| <b>Playground equipment</b>             | The Program will be implemented using existing playground equipment provided by the Customer. Playworks may provide a list of suggested playground equipment before the beginning of the Program. Playworks will support the development of an equipment maintenance system.   |
| <b>Harassment free work environment</b> | 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 |

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|  | <p>any characteristic prescribed by law. All such harassment is strictly prohibited and will not be tolerated.</p> <p>This policy applies to all persons involved in all operations of Playworks, including school partners. Playworks' policy against harassment also prohibits retaliation against an individual who has made a complaint concerning an incident of harassing conduct or behavior.</p>   |
| <p><b>Program components</b></p>   |  |
| <p><b>Coach on-site</b></p>  | <p>Coach will be on-site for all regularly scheduled student contact days (Monday–Friday) during the course of the year. Some exceptions apply (see page 5).</p> <p>Appropriate lunch and break times will be designated as an eighth hour of the daily schedule. A minimum of two hours per week will be assigned as planning and prep time for Coach to complete administrative tasks.</p> <p>In the event of site closures, Coach supports play-based activities for distance learning programming.</p>   |
| <p><b>All staff onboarding</b></p>   | <p>Playworks will provide onboarding for all teachers and staff of Customer. Such training provides staff with best practices and examples to implement opportunities for play and physical activities for their students.</p> <p>Customer will provide Playworks with a block(s) of school staff development or staff meeting time, ideally 30-45 minutes, for such onboarding by Sep 30, to be scheduled and communicated to Playworks at Kickoff meeting. Onboarding may be conducted in-person or virtually.</p> <p>Onboarding may be conducted in-person or virtually.<br/> <u>Suggested:</u> Principal, Recess Manager, Recess Team, All Teachers</p>  |
| <p><b>Recess</b><br/>(grade level: K-5)</p>                                  | <p>This element of the Program will start on the first day of Programming.</p> <p>Coach will use recess time to facilitate core games, sports, skill-building activities, and cooperative games. Coach is required to be at all agreed upon recess or individual class playtime periods.</p> <p><b><u>During recess, Coach will be focused on facilitating recess components (leading and playing games, and moving from game to game), and will not be responsible for play area supervision.</u></b> Customer shall provide staff for play area supervision during all recess periods and shall have full responsibility for play area supervision.</p> <p>Playworks does not support the removal of recess privileges for extended periods of time as a method of discipline.</p> |
| <p><b>Foundational Play</b><br/>(Class Game Time)<br/>(grade level: K-5)</p> | <p>Coach provides classroom teachers with Class Game Time. The purpose is to teach students and teachers the rules, expectations, and skills of the games and activities provided during recess in a safe and organized setting.</p> <p>Program Manager and Coach will work with Customer to create the best possible Class Game Time schedule. Depending on the number of classrooms being served, Class Game Times will range from 20 to 30 minutes on a rotating schedule.</p> <p>Program Manager must approve all Class Game Time schedules before distribution to teachers. Customer will ensure the presence of a credentialed adult, preferably the</p>   |

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|  | <p>classroom teacher, during every Class Game Time session. This element of the Program will start no later than the 6th week of Programming.</p> <p>This element of the program may be adjusted during school site closures to be delivered during distance learning programming.</p>   |
| <p><b>Youth Leadership Program</b><br/>(grade level: 4-5)</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 recess functions. These students serve as role models on the playground during recess.</p> <p>Youth leaders, known as Junior Coaches, are selected through a process that includes student applications, teacher recommendations, and parent permission.</p> <p>During the school day, Junior Coaches are required to participate as leaders at recess at least once per 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 their assigned recess time as well as help students manage conflicts if they arise.</p> <p>Every week, Coach will lead 1-2 hours of skill development trainings, team-building games, and fun Playworks activities in order to prepare Junior Coaches for their leadership role on the playground. The trainings may be held before school, after school, or during enrichment or elective blocks during the school day. Trainings are based on Playworks JCLP curriculum that includes without limitation thematic units on Junior Coach Job Training, Conflict Resolution Strategies, Leadership Development, and Inclusion Practices. Junior Coach teams are limited to 15 students per training. Junior Coach attendance is required for all trainings in order for Junior Coaches to participate in their leadership role at recess.</p> <p>This element of the Program will start no later than the 8th week of Programming.</p> |
| <p><b>Sports Clubs</b><br/>(grade level: 4-5)</p>                            | <p>Based on available resources, the proximity of neighboring schools, and school site closures, Playworks may organize 1 or more non-competitive, skill-building sports clubs for upper grade students. Coach will recruit for leagues and facilitate practices (typically at the school site) and intramural games. No transportation will be provided by Playworks to or from any game or practice.</p>   |
| <p><b>Safe and Healthy Play Best Practice Workshops for School Staff</b></p> | <p>Coach will lead 2 distinct “Recess Best Practices” trainings for recess staff over the course of the program. The goal of the trainings is to provide recess support staff with specific games, resources and skills associated with safe and healthy play. Playworks recommends that training #1 be delivered in the fall and training #2 be delivered in the spring. Trainings can be scheduled during the kickoff meeting, or after the year has begun.</p>  |
| <p><b>Customized program notes</b></p>                                       | <ul style="list-style-type: none"> <li>● Recess modifications:</li> <li>● Class Game Time modifications:             <ul style="list-style-type: none"> <li>○ All classes receive a minimum of 1 CGT per month</li> <li>○ Coach can lead a maximum of 3 thirty-minute CGTs per day, or 4 twenty-minute CGTs per day</li> </ul> </li> <li>● Junior Coach Leadership Program modifications:</li> <li>● Sports Clubs modifications: Clubs may consist of practices and skill-building, but there might not be interscholastic games. Other events may be held at recess, including tournaments, and staff vs. student games.</li> <li>● Additional program modifications:</li> </ul>  |

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| <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, Youth Leadership Program lesson plans, recess assessment tools, and Class Game Time lesson plans.   |
| <b>Coach unavailability</b>            | <p>Playworks will implement up to 5 professional development or peer learning days during the school year in which Coach will visit another Playworks site as part of their professional development and will not be on-site implementing the Program. Playworks will utilize some of these days to conduct observation of Program sustainability. Playworks will provide schools at least 14 days' notice for all professional development or peer learning days.</p> <p>If Coach is unable to be on-site due to illness or emergency, Coach will notify Customer, Program Manager, and Playworks administrative office. Customer acknowledges that in the event of Coach absence, Playworks will not provide alternative support. Concerns about the number of absences of the Coach should be directed toward the Program Manager.</p> <p>In the event that the Coach is absent for more than five consecutive days and is unable to provide remote program due to following Playworks' self-quarantine policy, Customer may apply for a prorated credit from the sixth day of absence through the remaining consecutive days of absence. Only on-site program days will be counted in this credit calculation. Approved credits may be taken against future invoices. In the event that the credit is for the final billing period of the school year, the credit will be applied to the following school year.</p> |
| <b>Limitations</b>                     | <p>Playworks Programming is not a substitute for physical education (PE). Coach may coordinate with an existing PE program, but is in no way a substitute for credentialed PE teachers. Playworks staff may not support the process for grading students related to PE.</p> <p><b><u>During recess, Coach will be focused on facilitating recess components and will not be responsible for play area supervision.</u></b></p>  |

### Consultative support

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

### Program planning and impact

|                                       |   |
|---------------------------------------|---|
| <b>Planning calls and/or meetings</b> | Prior to Program launch, Customer agrees to participate in planning calls and/or meetings with Playworks to assign staff roles, communicate to the school, set schedules, and disseminate/collect paperwork to support the Program. This is often referred to as the <b>kickoff meeting</b> . |
| <b>Program setup</b>                  | Customer acknowledges the Program requires setup and school staff participation in order to deliver Program components effectively. No later than two weeks prior to the Program start, Customer will ensure setup and required school staff participation:                                   |

|  |   |
|--|---|
|  | <ul style="list-style-type: none"> <li>• Set and confirm schedule of orientation activities</li> <li>• Ensure required school staff attendance per component</li> </ul>   |
| <p><b>Impact measurement tools</b></p> | <p>Playworks may use one or more of the following tools to measure Program impact:</p> <ul style="list-style-type: none"> <li>• Teacher-reported survey about student SEL growth. Teachers will complete a short assessment of randomly selected group of students</li> <li>• Junior Coach Training Attendance and Assessment: coaches track attendance at Junior Coach training events and complete assessments of skill development throughout the year.</li> <li>• Great Recess Framework observation tool: completed by Playworks staff after observing recess.</li> <li>• Recess observations and reflections: completed by Playworks staff after observing recess.</li> <li>• Annual Survey: completed voluntarily by school staff at the end of the year.</li> </ul> |

**Incorporation by reference**

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

**Confirmed and agreed:**

**PLAYWORKS EDUCATION ENERGIZED**

Signature: \_\_\_\_\_ *Tim Seso-Hunter* \_\_\_\_\_

Printed Name: \_\_\_ Tim Seso-Hunter \_\_\_\_\_

Title: \_\_\_\_\_ Program Director \_\_\_\_\_

Date: \_\_\_\_\_ 6/7/24 \_\_\_\_\_

**NAME OF CUSTOMER:** \_\_\_\_\_ Castro Elementary \_\_\_\_\_

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

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

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

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



**STATEMENT OF WORK (SOW) and PAYMENT TERMS & SCHEDULE**

This Statement of Work is governed by the terms and conditions of the Main Service Agreement (the "Agreement"), dated 6/7/24 by and between Castro Elementary ("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:** 8/19/24 **End Date:** 5/30/25

| Service Deliverable       | Completion Date | Invoice Amount | Invoice Date(s) |
|---------------------------|-----------------|----------------|-----------------|
| 1. <i>Playworks Coach</i> | 5/30/25         | \$62,000       | 9/1/24          |
| 2.                        |                 |                |                 |
| <b>TOTAL AMOUNT</b>       |                 | \$62,000       |                 |

**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
- Invoice will be for the entire amount, unless quarterly invoices are requested
- Please make all checks payable to Playworks Education Energized

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

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

**PLAYWORKS EDUCATION ENERGIZED**

Signature: Tim Seso-Hunter  
 Printed Name: Tim Seso-Hunter  
 Title: Program Director  
 Date: 6/7/24

**NAME OF CUSTOMER:** Castro Elementary

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