

## Contracts - Private Service Providers (PSP)/Consultants/Other

### EXECUTIVE SUMMARY

#### Submitted for Board Information

| Dates of Service                         | Vendor                   | Amount                                     |
|--|--------------------------|--|
| August 9, 2023<br>&<br>November 20, 2023 | Safe and Civil Schools   | \$6,000 + travel<br>&<br>\$12,000 + travel |
| 2023-2024 School Year                    | Playworks                | \$30,000                                   |
| 2023-2024 School Year                    | Karla Lucas – Consultant | \$71.50 / hr<br>\$107.25/hr OT             |

NOTE: Per Board Policy 5725: *“The District encourages the use of private service providers and professional consultants as resource individuals when such consultative services will be helpful in the improvement of the educational program of the District. The District, through the Superintendent as its designee, may enter into contracts with private service providers and/or consultants to provide necessary services to students.” In no event shall such agreement exceed twelve (12) calendar months.”*



## AGREEMENT TO PROVIDE SERVICES

Agreement between: **Pacific Northwest Publishing, Inc.**  
**dba: Safe & Civil Schools ("Company")**  
21 W. 6<sup>th</sup> Av. (541) 345-1442  
Eugene, OR 97401 FAX (541) 345-6431  
Tax I.D. Number: 51-0532241  
Contact person: **Kimberly Irving, Professional Services Coordinator**

Contracting Agency: **Twin Falls School District #411 ("District")**  
201 Main Av. W.  
Twin Falls, ID 83301  
Contact person: **Jennie Peterson, Elementary Program Director**

Job #: 4107  
Presenter: **Karl Schleich**  
Title of Session: CHAMPS: A Proactive & Positive Approach to Classroom Management  
Dates: August 9, 2023  
November 20, 2023  
Fees: \$6,000.00 per day, plus travel expenses  
Total: \$12,000.00 plus travel expenses

Presenter: **Robbie Rowan**  
Title of Session: CHAMPS: A Proactive & Positive Approach to Classroom Management  
Dates: August 9, 2023  
November 20, 2023  
Fees: \$6,000.00 per day, plus travel expenses  
Total: \$12,000.00 plus travel expenses

Presenter: **Lisa Perez**  
Title of Session: CHAMPS: A Proactive & Positive Approach to Classroom Management  
Dates: August 9, 2023  
November 20, 2023  
Fees: \$6,000.00 per day, plus travel expenses  
Total: \$12,000.00 plus travel expenses

Presenter: **Karl Schleich**  
Title of Session: Coaching CHAMPS/DSC  
Dates: August 8, 2023  
Fees: \$6,000.00 per day, plus travel expenses

**Presenter:** **Karl Schleich**  
**Title of Session:** Coaching CHAMPS/DSC Virtual Training  
**Dates:** September 11, 2023 (one 6-hour virtual session)  
 November 14, 2023(one 6-hour virtual session)  
 February 12, 2024 (one 6-hour virtual session)  
 April 22, 2024 (one 6-hour virtual session)  
**Fees:** \$6,000.00 per session  
**Total:** \$24,000.00

**Presenter:** **Karl Schleich**  
**Title of Session:** Leadership in Behavior Support  
**Dates:** July 25, 2023  
**Fees:** \$6,000.00 per day, plus travel expenses

**Presenter:** **Karl Schleich**  
**Title of Session:** Leadership in Behavior Support Virtual Training  
**Dates:** August 30,2023 (one 6-hour virtual session)  
 October 25, 2023 (one 6-hour virtual session)  
 November 21, 2023 (one 6-hour virtual session)  
 January 24, 2024 (one 6-hour virtual session)  
 April 24, 2024 (one 6-hour virtual session)  
**Fees:** \$6,000.00 per session  
**Total:** \$30,000.00

**Presenter:** **Karl Schleich**  
**Title of Session:** Strategic Support of Foundations Implementation  
**Dates:** July 24, 2023  
 May 24, 2024  
**Fees:** \$6,000.00 per day, plus travel expenses  
**Total:** \$12,000.00 plus travel expenses

**TOTAL FEES: \$114,000.00 plus travel expenses**

**The Company and the District, for the consideration set forth below, agree as follows:**

1. The District agrees to pay the Company \$114,000.00 in fees for the presentations listed above. In addition, the District agrees to pay incurred travel expenses. An invoice with receipts will be provided at the conclusion of each presentation. If any events fail to occur within the contracted timeline, District agrees to pay in full the fees associated with this fully executed contract.
2. There are no cancellations of services. Upon request event(s) that are unable to be attended by staff may still occur, either with or without an audience and a recording of the service(s) will be made available to the Agency for a period not to exceed 30 days from the time of scheduling.

3. Videotaping of sessions is not allowed without prior written permission.
4. It is the responsibility of the District to reproduce handouts.
5. Materials are offered at a discount from **Ancora Publishing**, in conjunction with consultation only. Please phone our office for details.

**On-site Services Travel Policy:**

- If weekly COVID-19 case rates in your county are greater than 200/100,000 the training will be conducted virtually. There is no cancellation for elevated COVID-19 infection rates.
- Should the District decide to book the day in anticipation of it being on-site and the number is and/or rises back up to the 200+ category, the fee remains at the quoted flat rate and the contracted services will immediately be shifted to a virtual delivery model. The event will be conducted on the scheduled date listed on the fully executed contract/RFP/PO.
- Safe & Civil Schools reserves the right to return to a more restricted limit for in-person training if a new, more dangerous variant emerges or other highly communicable virus.

**For all virtual training sessions with Safe & Civil Schools, the District agrees to:**

- Test the link at least two weeks before the day(s) of training.
- Ensure that participants have downloaded Zoom and updated to the most recent version (updates occur every few days to few weeks).
- Ensure that participants know how to access their session(s).
- Mandate or strongly encourage participants to access the sessions from a computer. Mobile devices (phones, tablets, etc.) are discouraged.
- Participants should be in their own classroom or individual setting at the time of the professional development. Participation is greater if participants have access to their own device.
- Provide directions, District standards of etiquette and participation expectation to all that will attend.
- Provide your trainer(s) with information on the vision for this initiative and anticipated outcomes associated with the session(s).
- Give participants the District vision for this initiative and ensure that campus-based administrators echo the message before and during presentations.
- In most cases, a book is required and needed during the session(s). Ensure that all participants receive the accompanying book.

**On the day of each session:**

- Ask participants to plan to arrive 5-10 minutes ahead of the scheduled start time to allow for any necessary troubleshooting.
- District will open the session by reminding participants of your entity's expectations on participation and standards of engagement while taking part in the session(s).
- Prompt the attendees to have their book on-hand and use it throughout the session(s).

By signing you attest you have read and agree with all terms as written.

|  |           |
|--|-----------|
| DocuSigned by:<br><i>Brady Dickinson</i><br>449CE31FE4E54A9... | 3/17/2023 |
| Authorized District Signature                                  | Date      |

|  |           |
|--|-----------|
| DocuSigned by:<br><i>Matt Sprick</i><br>541D4311FEE04FC... | 3/17/2023 |
| Authorized Safe & Civil Schools Signature                  | Date      |

# Playworks

## Summary of Services

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.

Customer Initial \_\_\_\_\_

Master Services Agreement \_\_\_\_\_

Program Plan(s) (CIRCLE BELOW)

TeamUp \_\_\_\_\_

Coach \_\_\_\_\_

TeamUp: \_\_\_\_\_

Pro Services: \_\_\_\_\_

Digital Subscription: \_\_\_\_\_

Statement(s) of Work (Total Amount): \_\_\_\_\_



RI: \$24,000

Travel: \$6,000

Total: \$30,000 \_\_\_\_\_

Playworks and Customer confirm that by their duly-authorized signatures below, this Summary of Services ("SOS") represents the parties' mutual agreement to the terms and conditions of the Primary Services Agreement, Program Plan(s), and Statement(s) of Work, all attached here to this Summary of Services. For avoidance of doubt, the parties further agree that no further signatures on any of the attached documents are necessary, as the parties agree to the terms and conditions of all such documents by their signatures below.

**Confirmed and agreed:**

| PLAYWORKS EDUCATION ENERGIZED  | CUSTOMER NAME   |
|--|---|
| Signature:  | Signature:  |
| Print Name: <b>Asia Wisecarver</b>   | Print Name: <b>Brady Dickinson</b>  |
| Title: Executive Director  | Title: <b>Superintendent</b>  |
| Date: 03/10/2023   | Date: <b>3-27-23</b>  |

**Attach the Master Services Agreement, Program Plan(s) and Statement(s) of Work**

### 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 03/10/2023 by and between Twin Falls District("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: September 2023**      **End Date: June 2024**

| Service Deliverable                             | Completion Date | Invoice Amount  | Invoice Date(s) |
|---|-----------------|-----------------|-----------------|
| 1. Recess Implementation Training<br>x9 schools | July 13th       | \$24,000        | July 13th       |
| 2. Travel                                       | July 13th       | \$6,000         | July 13th       |
| 4. (add/remove rows as needed)                  |                 |                 |                 |
| <b>TOTAL AMOUNT</b>                             |                 | <b>\$30,000</b> |                 |

#### 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

|   |                      |                                      |
|---|----------------------|--------------------------------------|
| <b>Customer Accounts<br/>Payable detail</b> | Contact Name & Title | Peterson, Jennie                     |
|   | Billing Address      | 201 Main Ave W, Twin Falls, ID 83301 |
|   | Email                | petersonje@tfstd.org                 |
|   | 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: 

Printed Name: Asia Wisecarver

Title: Executive Director

Date: 3/10/2023

NAME OF CUSTOMER: Twin Falls School District

Signature: 

Printed Name: Brady Dickinson

Title: Superintendent

Date: 3.27.23



## Program Plan: Recess Implementation

### Basic features

|  |   |
|--|---|
| Program name                               | Recess Implementation   |
| 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>Recess Implementation ("Program") is designed to begin transforming recess and improving school culture. The Program is delivered over three days, two days of training and a one day follow up Consultation Visit following the training. A 12-month Customer site subscription to online services is included unless otherwise specified.</p> |
| Timeframe                                  | <p>The Program operates during the school year. Playworks and Customer will determine agreed upon date(s) for service delivery, based on school/site calendar and Trainer availability. Requests, by either party, for adjustments to agreed-upon dates should be communicated at least 5 business days in advance.</p> <p>Final Program schedules and preparation periods will be approved by both Playworks and Customer at the start of programming.</p> <p>Schedule adjustments related to school closures will be approved by Playworks and Customer.</p>  |
| Participating school(s) or organization(s) | Twin Falls School District (Idaho)  |
| Number of participants                     | 9 Schools (50 people total)   |

### Playworks personnel

|   |   |
|---|---|
| Overview                                      | Playworks will assign a Playworks Trainer (each a "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.  |
| <b>Arrival</b> | 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

|                           |  |
|---------------------------|--|
| <b>Overview</b>           | 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.  |
| <b>Participants</b>       | <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 \$_____ per half-day or \$_____ per full day for each additional Trainer.</p>  |
| <b>Principal</b>          | The second day of the Program focuses on action planning and making critical decisions that shape recess programming and may influence other aspects of the school day. The principal's presence ensures this process is efficient and productive. If the principal is unable to attend Day 2, we recommend that principal schedule post-training time with attendees to confirm any decisions made during the training.   |
| <b>Other school roles</b> | <p>Playworks recommends that Customer identify and assign school staff to fulfill the following roles to support implementation of this Program and designate staff training time to receive professional development and coaching. These roles may overlap and may be filled by one or more school staff members:</p> <ul style="list-style-type: none"> <li>• <b>Recess Manager:</b> directly supervises Recess Coach and is responsible for setting overall goals for Program implementation. Recess Manager is the school's primary liaison to Playworks. Customer will ensure that 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 Coach:</b> implements recess strategies and leads Program components on a daily basis. Customer will ensure that Recess Coach is made available for all Program implementation, professional development, and coaching sessions as set out in the Program.</li> <li>• <b>Recess Team:</b> school staff who actively support the planning and implementation of recess. Customer will ensure that Recess Team is made available for all Program implementation, professional development, and coaching sessions as set out in the Program.<br/><u>Recommended:</u> Include teachers on the Recess Team, particularly the Physical Education teacher.</li> </ul> |

## Workplace and equipment

|   |   |
|---|---|
| <b>Workspace</b>                        | <p>The Program will take place [REDACTED]. 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"> <li>• A location with space dimensions of 40' x 40' (e.g., cleared multi-purpose room) is recommended for groups of 10–20 participants.</li> <li>• A location with space dimensions of 40' x 60' (e.g., half gym) is recommended for groups of 21–35 participants.</li> <li>• A location with space dimensions of 94' x 50' (e.g., full gym) is recommended for groups of 36–60 participants.</li> </ul>  |
| <b>Training equipment</b>               | <p>Playworks will provide all necessary equipment and instructional materials to lead the Program.</p>  |
| <b>Playground equipment</b>             | <p>This Program comes with a full set of play equipment that includes: one mesh equipment bag, two soft 6" dodgeballs, four 10" rubber Playworks kickballs, two soccer balls, one football, two basketballs, six jump ropes, two double-dutch ropes, one bucket of chalk, forty-eight cones, two sets of pinnies, and one Playworks' <i>Playbook</i>.</p> <p>Equipment will be delivered to an address provided by the Customer. Equipment will be shipped with an estimated delivery of one to two weeks following the first day of the Program.</p> <p>Playworks and Customer will determine COVID-19 safe cleaning systems and practices for equipment used during the Program. Playworks may provide a list of suggested playground equipment before the beginning of the Program. Playworks will support the development of an equipment maintenance system.</p>   |
| <b>Harassment free work environment</b> | <p>Playworks makes every effort to provide a work environment that is pleasant, professional, and free from intimidation, hostility, or other offenses which might interfere with work performance. Harassment of any sort — verbal, physical, and visual — of any applicant, employee, visitor, vendor, supplier, or other work associate will not be tolerated. Examples of harassment include, but are not necessarily limited to, references to race, color, citizenship status, national origin, gender, gender identity and expression, genetic information or medical condition, sexual orientation, age, religion, creed, pregnancy and related medical conditions, physical or mental disability (including HIV/AIDS diagnosis) that does not prohibit performance of essential job functions, marital status, ancestry, veteran status, political affiliation, or any characteristic prescribed by law. All such harassment is strictly prohibited and will not be tolerated.</p> <p>This policy applies to all persons involved in all operations of Playworks, including school partners. Playworks' policy against harassment also prohibits retaliation against an individual who has made a complaint concerning an incident of harassing conduct or behavior.</p> |
| <b>COVID-19 safety</b>                  | <p>Trainer will be expected to adhere to Playworks COVID Safety Guidelines, <u>which can be viewed here: <a href="https://playworks.org/covid-safety-guidelines">playworks.org/covid-safety-guidelines</a></u>. Customer will include Trainer into their school or district contact tracing and communication protocol.</p>   |

## Program components

|                           |  |
|---------------------------|--|
| Training                  | <p>Comprehensive two-day training and oneday of consultation on key topics including:</p> <ul style="list-style-type: none"> <li>• <b>Introduction to a High Functioning Recess</b>—Participants learn the importance of recess and begin to define an ideal recess and the steps needed to get there.</li> <li>• <b>Playground Games</b>—Participants learn popular recess games that teach conflict resolution, cooperation, and other critical social and emotional skills.</li> <li>• <b>Group Management</b>—Participants explore key group management strategies which set students up for successful group behavior.</li> <li>• <b>Recess Systems</b>—Participants gain invaluable information about playground planning and design, developing and maintaining a recess plan and systems to maintain a healthy recess environment.</li> <li>• <b>Successful Recess Indicators</b>—Participants learn how to “see” a playground through a new lens. By focusing on specific indicators, they develop an actionable plan to continuously improve recess and student behavior.</li> </ul> |
| Consultation Visit        | <p>Playworks will coordinate and facilitate a Consultation Visit at the Customer site. During a Consultation Visit, Trainer conducts an in-depth, real-time observation of the playground, a consultation with the school's leadership and recess team, and collaboratively developed action steps to support continued growth. A comprehensive written report of the consultation, complete with priority next steps, is provided for the school's leadership and recess team.</p> <p>If Customer fails to schedule a Consultation Visit with Playworks, Customer will not be eligible for a refund with respect to such Consultation Visit.</p>  |
| Customized training notes | <ul style="list-style-type: none"> <li>• Delivery Modifications:</li> <li>• Other</li> </ul>   |

## Program planning and impact

|                                |  |
|--------------------------------|--|
| Planning calls and/or meetings | <p>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.</p>   |
| 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 falls 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> |

|                                 |  |
|---------------------------------|--|
| <b>Impact measurement tools</b> | <p>Playworks may use one or more of the following tools to measure Program impact:</p> <ul style="list-style-type: none"><li>• 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><li>• Recess Checkup: electronic quiz designed to assess safe and healthy play at recess.</li><li>• Training Participant Surveys: electronic surveys designed to gauge satisfaction with training as well as changes in knowledge, attitudes, and behaviors.</li></ul> |
|---------------------------------|--|



## Incorporation by reference

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

Confirmed and agreed:

### PLAYWORKS EDUCATION ENERGIZED


Signature: 

Printed Name: Asia Wisecarver- Executive Director

Title: Executive Director

Date: 03/10/2023

NAME OF CUSTOMER: Twin Falls School District

Signature: 

Printed Name: Brady Dickinson

Title: Superintendent

Date: 3.27.23

This is a Main Services Agreement (“Agreement”) dated as of 03/08/2023, between Playworks Education Energized, a California nonprofit public benefit corporation (“Playworks”), and Twin Falls School District, a (“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 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



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, 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, operations, and Personal Identifying 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**

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 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 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 Washington law. Playworks and Customer consent to the exclusive jurisdiction of the state and federal courts for King 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:   
Printed Name: Asia Wisecarver  
Title: Executive Director  
Date: 03/10/2023

NAME OF CUSTOMER: Twin Falls School District  
Signature: Brady D. Dickinson  
Printed Name: Brady Dickinson  
Title: Superintendent  
Date: 3.27.23

This Client Assignment Confirmation is entered into on the date first signed below and supplements the Client Services Agreement between Soliant Health, LLC and the Client named below. The Soliant Consultant has been placed with Client and Client will pay Soliant Health for hours worked by Consultant according to the terms outlined in this confirmation.

**ASSIGNMENT DETAILS**

CLIENT NAME: Twin Falls School District

Consultant: Hollie Hieb Position: SLP

Assignment Start Date: 08/08/2023 Assignment End Date: 05/22/2024

Bill Rate per hour: \$75.00 Overtime Bill Rate per hour: \$112.50

Minimum Hours per week: 40

Miscellaneous: -

*It is the Client's responsibility to notify their Account Representative if a Teaching Certification will be required for this position.*

**DESIGNATED APPROVERS** District Personnel designated by Client to approve Timesheets. *If not applicable, respond with N/A.*

|       | Approver 1              | Approver 2 | Approver 3 |
|-------|-------------------------|------------|------------|
| Name  | <u>-Kindel Mason</u>    | <u>-</u>   | <u>-</u>   |
| Title | <u>-Director</u>        | <u>-</u>   | <u>-</u>   |
| Phone | <u>2087338456</u>       | <u>-</u>   | <u>-</u>   |
| Email | <u>masonki@tfsd.org</u> | <u>-</u>   | <u>-</u>   |

**Please note:** Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.

If Soliant Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.

Option of virtual services will be offered by Soliant in lieu of onsite services.

All precautions will be taken by the Client to create a safe and healthy environment.

-

BlazerWorks Account Manager Information: Danielle Blount  
danielle.blount@blazerworks.com  
678-261-1019

**171387 - Twin Falls School District**

**Kindel Mason**  
Director of Support Services  
March 22, 2023 18:38 UTC  
IP: 216.83.77.2

**\*Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Soliant is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.**

This Client Assignment Confirmation is entered into on the date first signed below and supplements the Client Services Agreement between Soliant Health, LLC and the Client named below. The Soliant Consultant has been placed with Client and Client will pay Soliant Health for hours worked by Consultant according to the terms outlined in this confirmation.

**ASSIGNMENT DETAILS**

CLIENT NAME: Twin Falls School District

Consultant: Karla Lucas Position: SLP

Assignment Start Date: 08/08/2023 Assignment End Date: 05/22/2024

Bill Rate per hour: \$71.50 Overtime Bill Rate per hour: \$107.25

Minimum Hours per week: 40

Miscellaneous:

***It is the Client's responsibility to notify their Account Representative if a Teaching Certification will be required for this position.***

**DESIGNATED APPROVERS** District Personnel designated by Client to approve Timesheets. *If not applicable, respond with N/A.*

|       | Approver 1              | Approver 2 | Approver 3 |
|-------|-------------------------|------------|------------|
| Name  | <u>-Kindel Mason</u>    | <u>-</u>   | <u>-</u>   |
| Title | <u>-Director</u>        | <u>-</u>   | <u>-</u>   |
| Phone | <u>2087338456</u>       | <u>-</u>   | <u>-</u>   |
| Email | <u>masonki@tfsd.org</u> | <u>-</u>   | <u>-</u>   |

**Please note:** Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.

If Soliant Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

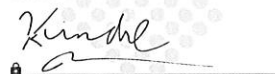
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All precautions will be taken by the Client to create a safe and healthy environment.

-

BlazerWorks Account Manager Information: Danielle Blount  
danielle.blount@blazerworks.com  
678-261-1019

**171387 - Twin Falls School District****Kindel Mason**

Director of Support Services  
March 22, 2023 18:37 UTC  
IP: 216.83.77.2

***\*Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Soliant is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.***