



# Sports For Learning Consultant Agreement

**THIS AGREEMENT** made and entered into by and between Sports For Learning, hereinafter referred to as the "Vendor/Consultant" and the Davis Joint Unified School District.

1. It is agreed that the Vendor/Consultant is acting in an independent status and not as an agent or employee of the Davis Joint Unified School District.
2. The Vendor/Consultant agrees to provide a Certificate of Liability Insurance coverage with the following minimum limits:

General Liability:	\$1,000,000 (per occurrence)
General Aggregate:	\$3,000,000 (annual)
Bodily Injury:	\$1,000,000 (per occurrence)
Personal Injury:	\$1,000,000 (per occurrence)
Property Damage:	\$100,000 (per occurrence)

3. Sports For Learning will provide our blended Social Emotional Learning (SEL) and Physical Activity curriculum. Our program will support students across 8 school sites on Mondays, Tuesdays, Thursdays and Fridays from 3pm-5pm.
4. The parties enter into this agreement with the understanding that if, for any reason, Davis Joint Unified School District wishes to terminate this agreement, it may do so and pay the Vendor/Consultant a prorated portion of the sum due based on work already satisfactorily completed.
5. The Vendor/Consultant will complete the criminal background check requirements of California Education Code Section 45125.1 for the school sites that it will work with in Davis Joint Unified School District. None of the Sports For Learning employees that may come in contact with District students have been convicted of a violent felony listed in California Penal Code Section 1192.7(c).
6. Vendor/Consultant agrees to defend, indemnify and hold harmless the Davis Joint Unified School District, its Board of Trustees, officers, agents, volunteers, and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, expenses, liability, damage, injury, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, regardless of and however caused, brought or recovered against any of the above arising out of or incident to any alleged acts, negligence, omissions or willful misconduct of the Vendor/Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services and/or the Products or this Agreement, including without limitation the payment of all consequential damages and attorney fees and other related costs and expenses. Vendor/Consultant shall defend, at



## Sports For Learning Consultant Agreement

Vendor/Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its directors, officials, officers, employees, agents or volunteers. Vendor/Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding resulting from services rendered by Vendor/Consultant. Vendor/Consultant shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor/Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

7. Based on the number of students returning to school, Sports For Learning will increase or decrease their services at the request of Davis Joint Unified School District. Sports For Learning will be given adequate notice from Davis Joint Unified School District in order to scale their services and coaching staff up or down depending on what is needed. Implementation and overhead fees associated with this contract relating to recruitment, training and vetting are included. These fees are a one-time only. Should there be any extension to this agreement, any overhead fees will be commensurate with the scope and staffing needs of the program.
8. Sports For Learning will only invoice Davis Joint Unified School District for the services rendered each week.

The Davis Joint Unified School District agrees to compensate the Vendor/Consultant for services rendered above in the total amount not to exceed \$152,320.

Davis Joint Unified School District, 526 B Street, Davis, CA 95616

Site/Facility Name & Address

March 1st to June 10th of 2021

Event Date(s) and Times

**IN WHITNESS WHEREOF**, the parties hereto have executed this agreement on the date and year first above written, including (if applicable) the attached Addendum regarding scope of work to be performed.

Sports For Learning

Company Name

4666 Cass Street, Unit 200

Company Street Address





## Sports For Learning Consultant Agreement

San Diego	CA	92109	323-484-2402
City	State	Zip Code	Phone Number

Greg Eibell  
Legal Representative's Name (Print)

  
Signature

2/12/2021  
Date

**I Certify allowing Sports For Learning to perform their services at Davis Joint Unified School District**

District: Davis Joint Unified School District

Address: 526 B Street, Davis, CA 95616

Print Name: Amari Watkins

Title: Associate Superintendent  
of Business Services

Date:

Signature:

### Program schedule

Sports For Learning will be providing daily support from 3pm-5pm.

Schedule	Times	Hours Per Day	Days Per Weeks	Total Weeks
After School	3:00 PM to 5:00 PM	2	4	14

### Expected Program Expenditure

Sports for Learning will provide a 14-week program to designated elementary schools at Davis Joint Unified School District. Sports For Learning will place 16 staff members to deliver our program for 4 days per week, 2 hours per day.

Below is a breakdown of the program:

### **Full Program Breakdown**



## Sports For Learning Consultant Agreement

Sites	No. of Weeks	Days Per Week	Hours Per Day	Total Staff	Total Cost
8	14	4	2	16	\$152,320

This includes:

- Ability to switch/add remote or blended modalities as required
- Ability to pause or cancel the Sports for Learning Program

### Operational Overview

- Dedicated Operations Manager and Regional Manager who have extensive experience with program management, recruitment, and administration.
- In-house recruitment specialists to ensure the hiring of high-caliber staff to act as our near-peer coaches/mentors.
- All staff are employees of Sports for Learning. Sports For Learning will operate as an independent contractor with the District.
- Necessary PPE to maintain the safety of coaches, students, faculty, and administration.
- All staff are trained on best practices for maintaining a safe work environment.
- Socially-distant, SEL-based physical programs with all required equipment.

**Contact:** Greg Eibell, [greg@sportsforlearning.com](mailto:greg@sportsforlearning.com) (510) 387-4394



## Sports For Learning Proposal for Davis Joint USD

**Sports For Learning (SFL)** helps schools improve attendance, learning loss, and students' social and emotional well-being. We do this by using a near-peer mentorship model where we recruit local college students to deliver a blended SEL & sports program. We offer this program on site using physical distancing best practices before, during or after school and through a distance learning model. We measure results through surveys and collecting school data.

As the focus for Davis Joint USD is to provide on-site safe structured play that blends SEL and Physical Activity to its community of parents and students, SFL will recruit, train and hire college student coaches who can deliver an innovative blended Social Emotional Learning and physical activity program.

Davis Joint USD can utilize the services of Sports For Learning through in-person lessons adapted with physical distancing. Our curriculum will be delivered by our coaches who act as mentors and role models.

This **Proposal** will describe the activities and outcomes that Sports For Learning plans to achieve with **Davis Joint USD**.

- Sports For Learning will provide 2 instructors to work at 8 selected school sites to deliver safe outside play blended with Sports for Learning Curriculum for 2 hours per day, for 4 days per week.
- Grade-level appropriate curriculum will be provided for all students in attendance
- During each lesson, the students will engage in a specific SEL topic and explore fun and engaging ways of gaining an understanding on this topic. The students will be required to be physically active as they play a sport or an activity on site.
- A pricing breakdown is listed in Appendix A

### **IMPLEMENTATION & MONITORING:**

Sports For Learning will recruit, train and hire all necessary staff and ensure the smooth and customized implementation of the program at each school site.

Sports For Learning will assign full-time staff to oversee operations on a daily basis and provide regular check-ins at school sites

## **APPENDIX A: PRICING OVERVIEW**

1. 2 x Sports For Learning staff members at 8 selected Davis Joint USD school sites for 2 hours of instruction to aid in safe play blended with Sports for Learning Curriculum, 4 x days per week for 14 weeks.

\$1,360/week per site

### **All options include:**

1. Ability to switch/add remote or blended modalities as required
2. Ability to pause the Sports for Learning Program at any time

Given the uncertain times we live in. Sports for Learning feels that it is in the best interests of our partners that we provide pricing on a weekly basis that allows for the immediate pause or cancellation of the program.

### **Student outcomes include:**

- An improvement in students physical health
- An improvement in students mental health
- Consistent participation in physical education
- Students will feel more connected to school

Questions: Call Greg Eibell @ 510-387- 4394 or by email at [Greg@sportsforlearning.com](mailto:Greg@sportsforlearning.com)

## **APPENDIX B: Sample Game**

# #1 Emotion Matrix



**1. Engage & Inspire** by participating in a fun activity while learning about self-awareness.

**2. Explore** through the SEL topic and questions.

- Today's topic is "Being aware of your emotions".
- Can someone give me an example of an emotion?

**3. Explain** through vocabulary and game exploration.

- Today's Game is called, Emotion Matrix. There are 4 teams and each Pod represents a team.
- Players will have to stay alert and listen carefully for certain words to be said by the coach.
- The coach will start telling a story which will contain one of the vocabulary words listed in the table. Once the students recognize the word, they must shout it out and then race to the center of the grid and back. The first player who gets back to their starting position the fastest wins a point for their team.
- There will be 3 rounds with each round having a different challenge. Each player will get to go once per round.

**Round 1 challenge:** Hopping with both feet.

**Round 2 challenge:** Crab-walk.

**Round 3 challenge:** Hopping on one foot.

## Examples of stories



### Grade K-2:

I woke up this morning and had my breakfast. I felt really HAPPY that I was getting the chance to come back to school....

### Grade 3-5:

One day I decided to go outside and do stuff with my friends. Usually, I like to play sports but sometimes just relax and talk. Unfortunately on this day, I saw a huge thunderstorm in the distance. I felt super DISAPPOINTED that I might not be able to go out and play....

### Grade 6-8:

I remember the first day when I first got to Middle school. I loved the fact that I had a bunch of different teachers. I remember feeling FRUSTRATED that I didn't do well in my first test....

**4. Elaborate** by playing the game and using active supervision.

**Scan:** Be able to see all students at all times looking for possible issues or hazards.

**Move:** Move around the grid with a ball in each hand ready to roll out. Do not stand on the sidelines.

**Interact:** (P.A.C.E)

P: practice the vocabulary.

A: award points for good behavior and practicing social distancing.

C: competition: Keep track of goals scored for each team.

E: engage through positive commentary; air high fives and join in when necessary.

**5. Evaluate:** Check for understanding by giving a recap and asking questions.

**SEL Reflection:** What can we do if we are feeling negative emotions?

**SEL Goal of the Day:** Talk with one person about how you are feeling today.



# EMOTION MATRIX

## Vocabulary

**K-2**

**3-5**

**6-8**

Happy

Excited

Frustrated

Sad

Disappointed

Content

Angry

Concerned

Attentive

## Social distancing enforced with

- ✓ Clear visual and structural designs to help keep students 6ft apart.
- ✓ Continuously reinforce social-distancing student behavior rules and protocols.
- ✓ Only the coach touches the cones.





