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 **San Leandro 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 **San Leandro 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 a blended Social Emotional Learning (SEL) and Physical Education curriculum. Our near-peer college student coaches will engage students in fun games and activities while exploring specific SEL skills based on CASEL's 5-core competencies. These lessons can be delivered on-site or through our distance learning platform.

4. The parties enter into this agreement with the understanding that if, for any reason, **San Leandro 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 **San Leandro 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 **San Leandro 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

466 Cass Street, unit #200, San Diego, CA 92109. www.sportsforlearning.com 323-484-2402

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 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.

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San Leandro Unified School District agrees to compensate the Vendor/Consultant for **8 Coaches (4 at Jefferson Elementary School and 4 at Wilson Elementary School), 5 hours per day, 7:30 a.m. – 12:30 p.m., 4 Days Per Week, Monday through Thursday, June 14th through July 22nd, a total of 6 weeks. Total cost: $144,000**

San Leandro Unified School District (individual sites TBD) 835 E. 14th Street Suite 200 San Leandro, CA 94577

Site/Facility Name & Address

June 14th through August 6th 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	466 Cass Street, Unit 200
Company Name	Company Street Address

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

Rob Seitelman / _____ / --/--/--

Legal Representative's Name (Print) Signature Date

I Certify allowing Sports For Learning to perform their services for San Leandro Unified School District.

Date: _____

By: _____

Print Name: _____

Title: _____