

APR 02 2025



**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
 1936 Carlotta Drive, Concord, CA 94519 – Phone (925) 682-8000  
**AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT**  
**AND INDEPENDENT CONTRACTOR**

ES Support Office

**THIS AGREEMENT** is made this 27 day of March, by and between the Mt. Diablo Unified School District (hereinafter "District") and Z-Sportz Inc. dba Skyhawks East Bay North (hereinafter "Contractor").

**RECITALS**

**WHEREAS**, District is a school district in the County of Contra Costa, State of California, and has its principal place of business at 1936 Carlotta Drive, Concord, CA 94519. District desires to engage the services of Contractor and to have said Contractor render services in accordance with the terms and conditions provided in this Agreement.

**WHEREAS**, District is authorized to enter into this Agreement pursuant to *Government Code Section 53060* or *Public Contract Code Section 20111*, or both, as set forth below.

**NOW, THEREFORE**, District hereby engages Contractor to render services under the terms and conditions of this Agreement.

**AGREEMENT****1. Performance of Services.**

- (a) Contractor agrees to perform the services described on **Exhibit A** (hereinafter "Services"), attached hereto and incorporated herein, as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the Services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's Services and the manner in which they are performed.

- 2. Compensation.** District agrees to compensate Contractor for the performance of the Services on the basis set forth below. Contractor shall be responsible for all expenses incurred in association with the performance of the Services. This Agreement is **NOT TO EXCEED \$** 57980.

The basis of the fee for Services shall be as follows:

*District staff to check the applicable box.*

☒ \$ 55.90 per hour      ☐ \$ \_\_\_\_\_ per day      ☐ \$ \_\_\_\_\_ per engagement

*District staff to enter the complete Budget Code(s).*

(a)	<u>01</u>	-	<u>9010</u>	-	<u>1110</u>	-	<u>1000</u>	-	<u>39350</u>	-	<u>000</u>	-	<u>188</u>	-	<u>188</u>	-	<u>5800</u>	\$	<u>25000</u>
(b)	<u>01</u>	-	<u>9010</u>	-	<u>1110</u>	-	<u>1000</u>	-	<u>39350</u>	-	<u>000</u>	-	<u>188</u>	-	<u>188</u>	-	<u>5100</u>	\$	<u>32980</u>
(c)	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	\$	_____

- 3. Payment Schedule.** The Contractor shall submit to the District an invoice as further set forth below. The District shall review the payment request and, as soon as practical, shall: (i) pay the requested amount; or (ii) inform the Contractor that all or some part of the request is disputed.

Contractor shall submit invoices in accordance with the following schedule:

*District staff to check applicable box.*

- ☐ **Partial Payments.** Contractor shall invoice District on a monthly basis for work performed in the preceding month pursuant to this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.
- ☒ **Scheduled Payments.** District shall submit payment to the Contractor per the schedule detailed in "Exhibit A" see page 8 of this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed in accordance with the relevant timeline.
- ☐ **Payment in Full.** Contractor shall invoice District on completion of the Services. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.

4. **Term and Termination.**

- (a) **Term.** This Agreement will become effective on 08/01/2025 and shall expire on 6/30/2026, or when terminated as set forth below.
- (b) **Termination for Cause.** Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.
- (c) **Termination for Convenience.** The District may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.

5. **Relationship of the Parties.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.

The parties agree that: (1) Contractor shall be responsible for the control and direction of its own employees and personnel in the performance of the Services under this Agreement; (2) the Contractor's personnel shall only perform work that is outside the usual course of the District's business; and (3) Contractor's personnel shall be engaged in business independent of the District. Contractor shall defend and indemnify the District against any claim by any worker that it is actually an employee of the District.

6. **Fingerprinting and Criminal Records Check of Contractor's Employees.** Contractor shall comply with the provisions of *California Education Code Section 45125.1* regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the Contractor and/or its employees. To the extent *Section 45125.1* is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the Board of Education of the District that such employee has not been convicted of a felony, as defined in *Section 45125.1*. If required by District, Contractor shall provide to District the fingerprinting certification attached hereto as **Exhibit B** prior to commencing work under this Agreement.
7. **Rules and Regulations.** All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education, including any rules and regulations related to COVID-19 or other global pandemics, and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor during the performance of Services pursuant to this Agreement.
8. **Indemnification.** Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of the Services hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
9. **Insurance.** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

**Coverage Minimums shall be at least as broad as:**

*District staff to check the appropriate boxes.*

(a) **Commercial General Liability (CGL):**

- ☐ Agreements under \$25,000. Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (with aggregate limit no less than **\$2,000,000**).
- ☒ Agreements of \$25,000 or more. Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (with aggregate limit no less than **\$4,000,000**).

(b) **Automobile Liability.**

- ☒ ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- ☐ **For sole proprietors and small businesses** using personal vehicles, evidence of personal auto insurance may be accepted by the District as an alternative provided that such personal auto insurance provides coverage for business uses of the insured vehicle.

(c) **Workers' Compensation.**

☒ As required by the State of California, with Statutory Limits, and **Employer's** Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. All California employers must provide workers' compensation benefits to their employees under *California Labor Code Section 3700*.

☐ **If the Contractor is a sole proprietor with no employees**, it may be exempt from this requirement provided the Contractor is self-insured as certified in **Exhibit C**. If the Contractor employs one or more employees, it must provide this type of insurance coverage. The District shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees.

(d) **Other Coverages When Applicable.** (District staff to check applicable box(es)).

☐ **Professional Liability/Errors & Omissions Liability.** \$1,000,000/occurrence, \$2,000,000/aggregate. **Applicable for contractors with professional training providing a specialized advanced service, physicians, accountants, architects, engineers, and brokers**

☐ **Sexual Abuse and Molestation Coverage.** \$3,000,000/occurrence. **Applicable if the Contractor will be alone with students**

☐ **Cyber Insurance.** Not less than \$2,000,000 per claim to be maintained for the duration of the Agreement and three years following its termination. **Applicable if the Contractor will be using, storing, or accessing, the District's private, confidential, or protected information**

(e) The District reserves the right to require that Contractor maintain and provide evidence of additional insurance coverages as may be necessary or desirable given the nature of the Services. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

(f) **Additional Insured Status.** The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy and to the Sexual Abuse and Molestation policy, if applicable, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

(g) **Primary Coverage.** For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as it respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(h) **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the District.

**INSURANCE REQUIREMENTS**

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance, Section 9, are hereby waived or modified as follows (note, a waiver for one type of insurance does not constitute waiver for all):

Limits: \_\_\_\_\_

Other: \_\_\_\_\_

Initials of the Superintendent, or designee, are **required** to waive or modify any Insurance requirements in this Agreement:

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Date



10. **Originality; Ownership of Designs and Plans.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
11. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in *Chapter 1* (commencing with *Section 900*) and *Chapter 2* (commencing with *Section 910*) of *Part 3 of Division 3.6 of Title 1 of Government Code* as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
12. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on Agreement or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:
- i. Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

**DISTRICT**

Mt. Diablo Unified School District  
1936 Carlotta Drive  
Concord, CA 94519-1397  
Attn: Superintendent

**CONTRACTOR**

Bus. Name: Z-Sportz Inc. dba Skyhawks East Bay Nort  
Attn: William Goldstein  
Address: 2415 San Ramon Valley Blvd Suite 4304 San Ramon, CA 94582  
Phone: 925.269.7575 ext 2  
Fax: \_\_\_\_\_  
Email: bgoldstein@skyhawks.com

14. **Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Equal Employment Opportunity.** It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.
18. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
19. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. **Incorporation of Recitals and Exhibits.** The recitals and exhibits attached hereto are hereby incorporated herein by reference.
21. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
22. **Conflicts of Interest.** Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services under this Agreement. Contractor is aware of *Government Code Section 1090* and the *Political Reform Act* and will disclose any potential conflicts and/or submit a Form 700 as applicable.
23. **Required Documents.** Prior to the commencement of the Services, Contractor shall provide to District evidence of the required insurance coverages as set forth above, a W-9 Form, and executed copies of the following Exhibits:
  - (a) **Exhibit A** – Description of Services, Timelines, and Partial Payment Schedule
  - (b) **Exhibit B** – Fingerprinting Certification
  - (c) **Exhibit C** – Workers' Compensation Certification
  - (d) **Exhibit D** – Data Privacy Addendum (if applicable)

The District reserves the right to require the Contractor to provide additional documents that may be necessary or desirable in light of the nature of the Services.

PURCHASE REQUEST # R148268

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date last written below.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Z-Sportz Inc. dba Skyhawks East Bay North

Company/Organization Name or Independent Contractor/Consultant

By: Mignon Perkins 3/28/2025  
Signature of Principal/Budget Administrator Date

Title: Mignon Perkins, Principal  
Print Name and Title

By: William Goldstein Mar 28, 2025  
Signature of Contractor/Consultant Date

Title: William Goldstein, President  
Print Name and Title

By: Erin DeMartini 4-4-25  
Signature of District Administrator (if applicable) Date

Title: Erin DeMartini  
Director of Elementary Support  
Print Name and Title

THIS AGREEMENT IS AUTHORIZED AND APPROVED:

By: Samantha Allen 4/15/25  
Signature of Superintendent or Designee Date

Title: Samantha Allen, Chief, Ed. Services  
Print Name and Title

AGREEMENT ORIGINATOR. Prior to commencement of the Services, sign and forward completed original contract packet to Purchasing.

By: Tracy Miranda 3.28.25  
Originator's Signature Date

Tracy Miranda, Office Manager  
Print Name of Originator and Title

Valle Verde Elementary School  
Site/Department Originating this Contract

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC:

Valle Verde PTA  
3275 Peachwillow Ln  
Walnut Creek, CA 94598

**EXHIBIT A**  
**DESCRIPTION OF SERVICES, TIMELINES,  
AND PARTIAL PAYMENT SCHEDULE (if applicable)**  
*(Note that all payments are generated from an invoice.)*

Z-Sports Inc will provide P.E. Instruction and Lunch Enrichment for the 2025-2026 School Year serving all 17 classrooms.

TK/K/1st grade: 3 days a week, 35 min of instruction, total of 105 minutes per week.

2nd/3rd/4th/5th grade: 2 days a week, 50 min of instruction, total of 100 minutes per week

Lunchtime enrichment games will be provided M/Tu/W/Th

Z-sports Inc will provide two directors to offer contract P.E. and Lunch Enrichment services based on attached schedule.

Valle Verde PTA has voted and approved to cover the cost of the entire contract. There will be 4 installment payments:

\$14,495 due 10/17/2025

\$14,495 due 12/19/2025

\$14,495 due 03/20/2026

\$14,495 due 06/05/2026

Z-Sports Inc has crafted curriculum that aims to shape young athletes into better individuals both on and off the court by fostering teamwork, sportsmanship, respect, leadership and more.



**EXHIBIT B**  
**FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION**  
*(Contractor REQUIRED to complete.)*

One of the boxes below **must** be checked, and an executed copy of this form must be attached to the Independent Contractor Agreement ("Agreement"). Contractor certifies that:

☐ Contractor's employees or subcontractors will have CONTACT or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. *"Contractor certifies that it has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1."*

List or attach, all Employee name(s) that have successfully completed the fingerprinting and criminal background check clearance in accordance with law: \_\_\_\_\_

--OR--

☒ Contractor's employees or subcontractors will have NO CONTACT or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of *Education Code section 45125.1* shall not apply to Contractor's services under this Agreement.

WHEN CONTRACTOR PERFORMS A CRIMINAL BACKGROUND CHECK, IT SHALL IMMEDIATELY PROVIDE ANY SUBSEQUENT ARREST AND CONVICTION INFORMATION IT RECEIVES TO ANY LOCAL EDUCATIONAL AGENCY THAT IT IS CONTRACTING WITH PURSUANT TO THE SUBSEQUENT ARREST SERVICE.

**Megan's Law (Sex Offenders).** Contractor shall verify and continue to verify that the employees of Contractor that will be on the project site and the employees of the subcontractor(s) that will be on the project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

**MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:**

By signing below I certify under penalty of perjury that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the Contractor's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of Contractor provided services.

**CONTRACTOR**

By: William Goldstein  
William Goldstein (Mar 28, 2025 10:31 PM)

Name: William Goldstein

Title: President, Z-Sportz Inc.

Date: Mar 28, 2025

**EXHIBIT C**  
**WORKERS' COMPENSATION CERTIFICATION**  
*(Contractor REQUIRED to complete.)*

*Labor Code Section 3700* (workers' compensation and insurance) in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of *Section 3700* of the *Labor Code* which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code.

☒ I certify I will comply with all California workers' compensation insurance requirements before commencing the performance of the Services of this Contract.

-OR-

☐ I certify that I am a sole proprietor, have no employees, and am self-insured.

I understand the District will not obtain workers' compensation insurance on my behalf or on behalf of my employees or subcontractors.

**MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:**

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

**CONTRACTOR** William Goldstein

By: William Goldstein (Mar 28, 2025 10:11 PM)

Name: William Goldstein

Title: President, Z-Sportz Inc.

Date: Mar 28, 2025

*In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Contract.*

**EXHIBIT D**

**DATA PRIVACY ADDENDUM**

*(Contractor REQUIRED to Complete; Applicable when AGREEMENT involves access to Pupil/Employee Data.)*

This Data Privacy Addendum ("**Data Privacy Addendum**") to the Agreement Between Mt. Diablo Unified School District and Independent Contractor ("**Independent Contractor Agreement**") is entered into by and between Contractor and Mt. Diablo Unified School District ("**District**"). To the extent that any term or condition set forth in this Addendum conflicts with the Independent Contractor Agreement, the provisions of this Addendum will control.

**WHEREAS**, in order to provide the services described in the Agreement, the Contractor may receive or create, and the District may provide documents or data related to students ("**Student Data**") that are covered by several state and federal privacy laws, including: the *Family Educational Rights and Privacy Act (FERPA)*, the *Children's Online Privacy Protection Act (COPPA)*, *Education Code section 49073.1*, and the *Student Online Personal Information Protection Act (SOPIPA)*. The District and Contractor desire to ensure compliance with applicable state and federal laws, school policies, procedures and regulations.

**NOW, THEREFORE**, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the parties hereto agree as follows:

1. **Use.** Contractor shall not use any information in a Student Data<sup>1</sup> for any purpose other than those required or specifically permitted by the Independent Contractor Agreement, and shall comply with all applicable state and federal laws pertaining to Student Data privacy and security. Contractor shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this Data Privacy Addendum. Contractor shall not sell or otherwise derive a benefit from sharing information in a Student Data with a third party. Contractor shall enter into written agreements with all subcontractors performing functions pursuant to the Independent Contractor Agreement, whereby the subcontractors agree to protect Student Data in manner consistent with the terms of this Data Privacy Addendum.
2. **Ownership.** All Student Data obtained by Contractor from District continues to be the property of and under the control of the District. The District retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
3. **Export.** Contractor shall provide a means by which its employees, when so authorized, can search and export Student Data through reasonable procedures such that the District can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information.
4. **Disposition.** The Contractor agrees that upon expiration or termination of services under this Agreement, Contractor shall dispose or delete all Student Data obtained under the Independent Contractor Agreement. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Independent Contractor Agreement authorizes Contractor to maintain Student Data obtained under the Independent Contractor Agreement beyond the time period reasonably needed to complete the disposition.
5. **Security.** Contractor shall maintain adequate administrative, physical, and technical data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized access, disclosure or acquisition by unauthorized persons, and shall not copy, reproduce or transmit data

<sup>1</sup> "Student Data" includes any information directly related to a pupil that is maintained by the District or acquired directly from the pupil. Pupil Records do not include de-identified information (information that cannot be used to identify an individual pupil) used: (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.

obtained pursuant to the Agreement except as necessary to fulfill the purpose of the Agreement. Where applicable, the Contractor will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

6. **Prohibited Use.** Contractor shall not use Student Data, or any data derived from Student Data, to perform or deliver targeted advertising to students, and is prohibited from selling or providing Student Data to third parties for any purpose without District's written consent.
7. **Breach Protocol.** Upon becoming aware of any unlawful or unauthorized access to Student Data stored on equipment used by Contractor or in facilities used by Contractor, Contractor will take the following measures:
  - (a) promptly notify the District of the suspected or actual incident within a reasonable amount of time of the incident, not to exceed forty-eight hours, and shall present the information under the following headings: "What Happened," "What Information was Involved," "What We are Doing," "What You Can Do," and "Persons to Contact for More Information"; and
  - (b) promptly investigate the incident and provide District with detailed information regarding the incident, including the identity of affected users; and
  - (c) assist the District in notifying affected users, affected parents, legal guardians of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Upon request from District, Contractor shall notify affected parties or reimburse District for actual costs associated with notifying affected parties.
8. **Entire Agreement.** This Data Privacy Addendum constitutes the entire agreement between the Parties with respect to the subject matter herein. It supersedes, and the terms of this Data Privacy Addendum govern, any and all previous oral and written communications between the parties, their Affiliates, and their respective employees and representatives regarding these matters.
9. **Successors Bound.** This Data Privacy Addendum is and shall be binding upon the respective successors in interest to Contractor in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

**MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:**

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this Data Privacy Addendum on behalf of Contractor.

**CONTRACTOR**

By: William Goldstein  
William Goldstein (Mar 28, 2025 10:21 PM)  
Name: William Goldstein  
Title: President, Z-Sportz Inc.  
Date: Mar 28, 2025

# SkyhawksContract - 3.28.25

Final Audit Report

2025-03-28

Created:	2025-03-28
By:	William Goldstein (Billy@playforastray.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4QPn9lhqccqDbobS4Nmz5Je6fXYPo_8_

## "SkyhawksContract - 3.28.25" History



Document created by William Goldstein (Billy@playforastray.com)

2025-03-28 - 5:28:31 PM GMT- IP address: 107.77.213.68



Document emailed to billy@skyhawkseastbay.com for signature

2025-03-28 - 5:30:11 PM GMT



Email viewed by billy@skyhawkseastbay.com

2025-03-28 - 5:30:26 PM GMT- IP address: 107.77.213.68



Signer billy@skyhawkseastbay.com entered name at signing as William Goldstein

2025-03-28 - 5:31:06 PM GMT- IP address: 107.77.213.68



Document e-signed by William Goldstein (billy@skyhawkseastbay.com)

Signature Date: 2025-03-28 - 5:31:08 PM GMT - Time Source: server- IP address: 107.77.213.68



Agreement completed.

2025-03-28 - 5:31:08 PM GMT



Adobe Acrobat Sign



**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.  
See *Specific Instructions* on page 3.

<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
Z-sportz Inc.	
<b>2</b> Business name/disregarded entity name, if different from above.	
<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
<input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .	Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
<b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) _____	(Applies to accounts maintained outside the United States.)
<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
2415 San Ramon Valley Blvd, Suite 4304	
<b>6</b> City, state, and ZIP code San Ramon, CA 94583	
<b>7</b> List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
			-						
<b>or</b>									
<b>Employer identification number</b>									
3	5	-	2	4	9	3	1	9	5

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of  
U.S. person

*William Goldstein*

Date 1/01/2025

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AP INTEGRO INSURANCE GROUP, LLC 375 Woodcliff Dr. Suite 103 Fairport NY 14450	<b>CONTACT</b> NAME: AP Intego Insurance Group, LLC PHONE (A/C, No, Ext): 888-289-2939 E-MAIL: certs@apintego.com ADDRESS: certs@apintego.com	<b>FAX</b> (A/C, No):
<b>INSURED</b> Z-Sportz Inc. DBA: Skyhawks 2415 San Ramon Valley Blvd Suite #4304 San Ramon CA 94583	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Technology Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 42376

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	TWC4482794	09/02/2024	09/02/2025	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> RPS Bollinger Sports & Leisure 200 Jefferson Park  Whippany NJ 07981	<b>CONTACT NAME:</b> Courtney Ciasullo <b>PHONE (A/C, No, Ext):</b> 973-921-8314 <b>E-MAIL ADDRESS:</b> Courtney_Ciasullo@RPSins.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Markel Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>FAX (A/C, No):</b> <b>NAIC #</b> 38970
<b>INSURED</b> Z-Sportz Inc 2415 Ramon Valley Blvd Suite 4304 San Ramon CA 94583		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl Participants GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		3602AH008381-11	05/22/2025	05/22/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse/Mol \$ 1M Occ/2M Agg
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			3602AH008381-11	05/22/2025	05/22/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			4602AH014705-0	05/22/2025	05/22/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Accident Medical Full Excess			4102AH008382-12	05/22/2025	05/22/2026	Med Max: \$25,000 Ded: \$250

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The certificate holder is named as an additional insured under the liability policy. Coverage is provided under these policies only for sponsored/supervised activities of the named insured for which a premium has been paid.

**CERTIFICATE HOLDER****CANCELLATION**

Mt. Diablo Unified School District

1936 Carlotta Drive  
Concord

CA 94519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policy No: **3602AH008381 - 11**

Insured : Z-Sportz Inc. DBA Skyhawks Contra Costa, SuperTots Contra  
Costa, Sideline Fitness  
2415 Ramon Valley Blvd, Suite 4304  
San Ramon, CA 94583

Policy Period : 05-22-2025 - 05-22-2026

## COVER SHEET

### New Products

**POLICY NUMBER: 3602AH008381 - 11**

MIC INVOICE(01/95)  
CG2026(04/13)  
IL1201(11/85)

Markel Insurance Company Invoice  
ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION  
POLICY CHANGES-BLANK

## Insured Copy



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Mt. Diablo Unified School District  
1936 Carlotta Dr,  
Concord, CA 94519

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CHANGES

THIS ENDORSEMENT FORMS A PART OF THE POLICY NUMBERED BELOW:

POLICY NUMBER <b>3602AH008381 - 11</b>	POLICY CHANGES EFFECTIVE <b>05-22-2025</b>	COMPANY <b>Markel Insurance Company</b>	
NAMED INSURED <b>Z-Sportz Inc. DBA Skyhawks Contra Costa, SuperTots Costa, Sideline Fitness</b>		AUTHORIZED REPRESENTATIVE <b>JOHN K. CLARK</b>	
COVERAGE PARTS AFFECTED			
<p style="text-align: center;"><b>CHANGES</b></p> <p>It is understood and agreed that the following has been added as an additional insured</p> <p><b>Mt. Diablo Unified School District 1936 Carlotta Dr, Concord, CA 94519</b></p> <p>All other terms and conditions remain unchanged.</p>			
The above amendment(s) result in a change in premium as follows:			
<input type="checkbox"/> NO CHANGES	<input type="checkbox"/> TO BE ADJUSTED AT AUDIT	ADDITIONAL PREMIUM	RETURN PREMIUM
		\$ 0.00	\$

JOHN K. CLARK

Authorized Representative Signature



# Valle Verde Elementary

## Contract PE Quote: 2025-26 School Year

Z-sportz Inc Contract Fee for the 2025-2026 Calendar Year: \$57,980.00

To be paid in 4-installments:

- \$14,495 – Due 10/17/2025
- \$14,495 – Due 12/19/2025
- \$14,495 – Due 03/20/2026
- \$14,495 – Due 06/05/2026

Financial Breakdown:

- 1,037.16 hours of PE Instruction & Lunch Enrichment = \$55.9/hour
- 17-Classrooms served = \$3,410.59/classroom
- 32-Kid Max/Class = \$106.59/student or ~1.75/student/hour

In exchange for the quoted Contract Fee, Z-sportz Inc. will provide two directors to offer Contract PE and Lunch Enrichment services based on the schedule below. The teacher columns were left blank to allow the school to customize the schedule based on the specific needs of each classroom.

### Director 1 Contract Schedule:

#### Mondays

Class Title	Times	Grade	Teacher	Max Class Size
PE Class 1	9:15am-10:05am	4 <sup>th</sup> or 5 <sup>th</sup>		32
PE Class 2	10:25am-11:15am	4 <sup>th</sup> or 5 <sup>th</sup>		32
PE Class 3	11:15am-12:05pm	4 <sup>th</sup> or 5 <sup>th</sup>		32
Lunch Enrichment	12:35pm-12:55pm	4 <sup>th</sup> & 5 <sup>th</sup>		NA
PE Class 4	12:55pm-1:45pm	4 <sup>th</sup> or 5 <sup>th</sup>		32
PE Class 5	1:45pm-2:35pm	4 <sup>th</sup> or 5 <sup>th</sup>		32

2025 Dates: 8/11, 8/18, 8/25, 9/08, 9/15, 9/22, 9/29, 10/20, 11/03, 11/10, 11/17, 12/08, 12/15  
2026 Dates: 1/05, 1/12, 1/26, 2/02, 2/09, 2/23, 3/02, 3/09, 3/23, 3/30, 4/20, 4/27, 5/04, 5/11, 5/18,  
6/01

## Tuesdays

Class Title	Times	Grade	Teacher	Max Class Size
PE Class 6	8:50am-9:40am	2 <sup>nd</sup> or 3 <sup>rd</sup>		32
PE Class 7	10:00am-10:50am	2 <sup>nd</sup> or 3 <sup>rd</sup>		32
PE Class 8	10:50am-11:40am	2 <sup>nd</sup> or 3 <sup>rd</sup>		32
Lunch	12:05pm-12:25pm	2 <sup>nd</sup> & 3 <sup>rd</sup>		NA
Enrichment				
PE Class 9	12:55pm-1:45pm	2 <sup>nd</sup> or 3 <sup>rd</sup>		32
PE Class 10	1:45pm-2:35pm	2 <sup>nd</sup> or 3 <sup>rd</sup>		32
2025 Dates: 8/12, 8/19, 8/26, 9/02, 9/09, 9/16, 9/23, 9/30, 10/14, 10/21, 10/28, 11/04, 11/18, 12/02, 12/09, 12/16				
2026 Dates: 1/06, 1/13, 1/20, 1/27, 2/03, 2/10, 2/17, 2/24, 3/03, 3/10, 3/17, 3/24, 4/14, 4/21, 4/28, 5/05, 5/12, 5/19, 5/26				

## Thursdays

Class Title	Times	Grade	Teacher	Max Class Size
PE Class 6	8:50am-9:40am	2 <sup>nd</sup> or 3 <sup>rd</sup>		32
PE Class 7	10:00am-10:50am	2 <sup>nd</sup> or 3 <sup>rd</sup>		32
PE Class 8	10:50am-11:40am	2 <sup>nd</sup> or 3 <sup>rd</sup>		32
Lunch	12:05pm-12:25pm	2 <sup>nd</sup> & 3 <sup>rd</sup>		NA
Enrichment				
PE Class 9	12:55pm-1:45pm	2 <sup>nd</sup> or 3 <sup>rd</sup>		32
PE Class 10	1:45pm-2:35pm	2 <sup>nd</sup> or 3 <sup>rd</sup>		32
2025 Dates: 8/14, 8/21, 8/28, 9/04, 9/11, 9/18, 9/25, 10/02, 10/16, 10/23, 10/30, 11/06, 11/13, 11/20, 12/04, 12/11, 12/18				
2026 Dates: 1/08, 1/15, 1/22, 1/29, 2/05, 2/12, 2/19, 2/26, 3/05, 3/12, 3/19, 3/26, 4/02, 4/16, 4/23, 4/30, 5/07, 5/14, 5/21, 5/28				

## Fridays

Class Title	Times	Grade	Teacher	Max Class Size
PE Class 1	9:15am-10:05am	4 <sup>th</sup> or 5 <sup>th</sup>		32
PE Class 2	10:25am-11:15am	4 <sup>th</sup> or 5 <sup>th</sup>		32
PE Class 3	11:15am-12:05pm	4 <sup>th</sup> or 5 <sup>th</sup>		32
Lunch	12:35pm-12:55pm	4 <sup>th</sup> & 5 <sup>th</sup>		NA
Enrichment				
PE Class 5	12:55pm-1:45pm	4 <sup>th</sup> or 5 <sup>th</sup>		32
PE Class 6	1:45pm-2:35pm	4 <sup>th</sup> or 5 <sup>th</sup>		32
2025 Dates: 8/15, 8/22, 8/29, 9/05, 9/12, 9/19, 9/26, 10/03, 10/17, 10/24, 11/07, 11/14, 11/21, 12/05, 12/12				
2026 Dates: 1/09, 1/16, 1/23, 1/30, 2/06, 2/13, 2/20, 2/27, 3/06, 3/13, 3/20, 3/27, 4/03, 4/17, 4/24, 5/01, 5/08, 5/15, 5/22, 5/29				

## Director 2 Contract Schedule:

### Mondays

Class Title	Times	Grade	Teacher	Max Class Size
PE Class 11	8:05am-8:40am	Early TK, K, or 1 <sup>st</sup>		32
PE Class 12	8:40am-9:15am	Early TK, K, or 1 <sup>st</sup>		32
PE Class 13	9:15am-9:40am	1 <sup>st</sup>		32
PE Class 14	9:50am-10:25am	TK, K, or 1st		32
PE Class 15	10:25am-11:00am	TK, K, or 1st		32
Lunch	11:20am-11:40am	TK, K and 1st		NA
Enrichment				
PE Class 16	11:40am-12:15pm	TK, K, or 1st		32
PE Class 17	12:15pm-12:50pm	Late TK, K, or 1st		32

2025 Dates: 8/11, 8/18, 8/25, 9/08, 9/15, 9/22, 9/29, 10/20, 11/03, 11/10, 11/17, 12/08, 12/15  
2026 Dates: 1/05, 1/12, 1/26, 2/02, 2/09, 2/23, 3/02, 3/09, 3/23, 3/30, 4/20, 4/27, 5/04, 5/11, 5/18, 6/01

### Tuesdays

Class Title	Times	Grade	Teacher	Max Class Size
PE Class 11	8:05am-8:40am	Early TK, K, or 1 <sup>st</sup>		32
PE Class 12	8:40am-9:15am	Early TK, K, or 1 <sup>st</sup>		32
PE Class 13	9:15am-9:40am	1 <sup>st</sup>		32
PE Class 14	9:50am-10:25am	TK, K, or 1st		32
PE Class 15	10:25am-11:00am	TK, K, or 1st		32
Lunch	11:20am-11:40am	TK, K and 1st		NA
Enrichment				
PE Class 16	11:40am-12:15pm	TK, K, or 1st		32
PE Class 17	12:15pm-12:50pm	Late TK, K, or 1st		32

2025 Dates: 8/12, 8/19, 8/26, 9/02, 9/09, 9/16, 9/23, 9/30, 10/14, 10/21, 10/28, 11/04, 11/18, 12/02, 12/09, 12/16  
2026 Dates: 1/06, 1/13, 1/20, 1/27, 2/03, 2/10, 2/17, 2/24, 3/03, 3/10, 3/17, 3/24, 4/14, 4/21, 4/28, 5/05, 5/12, 5/19, 5/26

### Thursdays

Class Title	Times	Grade	Teacher	Max Class Size
PE Class 11	8:05am-8:40am	Early TK, K, or 1 <sup>st</sup>		32
PE Class 12	8:40am-9:15am	Early TK, K, or 1 <sup>st</sup>		32
PE Class 13	9:15am-9:40am	1 <sup>st</sup>		32
PE Class 14	9:50am-10:25am	TK, K, or 1st		32
PE Class 15	10:25am-11:00am	TK, K, or 1st		32
Lunch	11:20am-11:40am	TK, K and 1st		NA
Enrichment				
PE Class 16	11:40am-12:15pm	TK, K, or 1st		32
PE Class 17	12:15pm-12:50pm	Late TK, K, or 1st		32

2025 Dates: 8/14, 8/21, 8/28, 9/04, 9/11, 9/18, 9/25, 10/02, 10/16, 10/23, 10/30, 11/06, 11/13, 11/20, 12/04, 12/11, 12/18  
2026 Dates: 1/08, 1/15, 1/22, 1/29, 2/05, 2/12, 2/19, 2/26, 3/05, 3/12, 3/19, 3/26, 4/02, 4/16, 4/23, 4/30, 5/07, 5/14, 5/21, 5/28





## CONTRACT P.E. ENRICHMENT

**Developing active and healthy communities;  
one child at a time**



(925) 269.7575 (ext 2)  
Bgoldstein@skyhawks.com

Learn More:  
[www.Skyhawks.com/about](http://www.Skyhawks.com/about)

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# Skyhawks PE Enrichment

Our teaching through play approach goes beyond just dribbling, passing, and shooting; it encompasses vital life skills as well. We have crafted a curriculum that aims to shape our young athletes into better individuals both on and off the court by fostering teamwork, sportsmanship, respect, leadership, and much more.

**925.269.7575 (Ext 2)**  
**Bgoldstein@skyhawks.com**

**[www.Skyhawks.com](http://www.Skyhawks.com)**

# Meet Coach Flor!

**Florencia Anguiozar Miller**

**Director of Contract P.E. Enrichment  
Skyhawks Sports Academy  
East Bay North Franchise**



## **EDUCATION/EXPERIENCE:**

- ☒ **PHYSICAL EDUCATION, UNPAZ**
- ☒ **KINESIOLOGY, DVC**
- ☒ **COACHING LEVEL 2, USA FIELD HOCKEY**
- ☒ **PERSONAL TRAINER, NASM**

**"Greetings! My name is Florencia Anguiozar Miller, affectionately known as Coach Flor by the kids. I am thrilled to partner with your school to introduce Skyhawks P.E. Enrichment, an initiative designed to elevate the physical education experience for your students.**

**I am passionate about sharing my expertise in physical education, as I firmly believe that it is essential in addressing not only immediate health concerns but also fostering a life-long pursuit for an active lifestyle. Our programs are tailored to ensure that every child has the chance to engage in vital physical activity, emotional growth, and skill development.**

**As the Director of PE Enrichment at Skyhawks, I will be your dedicated contact, committed to ensuring we not only meet but exceed your expectations in support and student engagement. Our comprehensive PE Enrichment Curriculum is specifically crafted for students in grades TK - 5th and can be tailored to seamlessly integrate with your school's schedule.**

**Together with my enthusiastic team of enrichment directors, we focus on ongoing curriculum development, effective behavior modification strategies, and promoting our philosophy of empowerment through PLAY, anchored by our four pillars of enrichment. Let's work together to empower your students to thrive socially, physically, emotionally, and intellectually."**



**Phone Number**  
(925) 269-7575 Ext.6



**Email**  
florencia@skyhawkseastbay.com



**Skyhawks**  
SPORTS



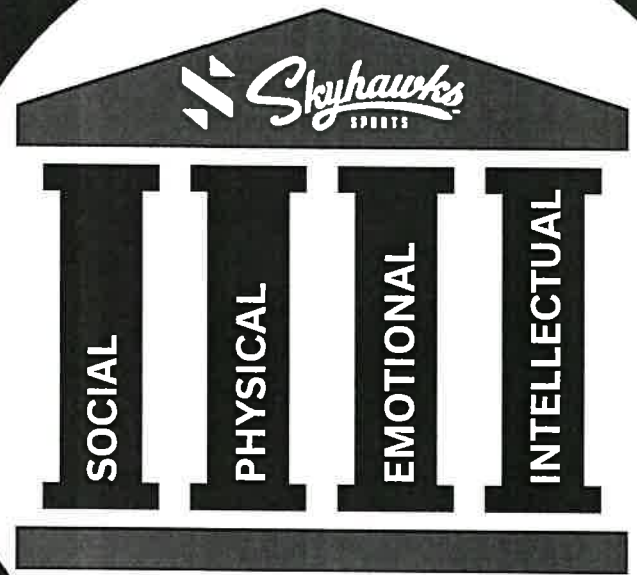
# Skyhawks 4-Pillars of Enrichment:

**SOCIAL:** At Skyhawks, we believe that when you focus on nurturing passion, building confidence, and fostering genuine connections, the skills will naturally emerge. Our team-oriented competitions and enriching life lessons foster an inclusive atmosphere, built on the powerful belief that together, we are stronger. Our engaging social lessons, combined with positive reinforcement coaching strategies, motivate kids to embrace teamwork and make new friends.

**PHYSICAL:** Children thrive when they engage in activities where they can showcase their talents. That's why honing athletic skills from a young age is vital for building a strong foundation for lifelong health and happiness. Our dynamic curriculum not only focuses on sport-specific fundamentals but also immerses young athletes in essential concepts like biomechanics, anatomy, motor skills, balance, flexibility, agility, strength, endurance, and coordination. Through a blend of interactive drills, engaging skill-development games, and the exciting Skyhawks Original Team Competitions, we empower our young athletes with the skills, confidence, and passion they need to embrace an active and vibrant lifestyle. Investing in their athletic journey today will pave the way for a healthier tomorrow!

**EMOTIONAL:** Our expertly trained coaches, modified equipment, and age-appropriate curriculum foster an inclusive environment where children of all abilities can develop at their own pace with lots of encouragement and a big focus on FUN! Our coaches are dedicated to building meaningful connections with their players in order to effectively guide them on their athletic development journey and help them envision their potential. Our comprehensive staff training incorporates key principles from Maslow's Hierarchy of Needs, The Whale Done Approach, the Positive Coaching Alliance, How to Win Friends and Influence People, and more! Together, we build a supportive foundation for every child to reach their full potential.

**INTELLECTUAL:** Our programs empower children to thrive both on the field and in the classroom. With a thoughtfully crafted, age-appropriate curriculum, we nurture a spirit of healthy competition while instilling essential life skills in young athletes. Our focus on the mental aspects of sports—such as understanding the rules, scoring systems, game etiquette, team strategy, and leadership—prepares them for success in athletics and beyond. Join us in shaping confident, well-rounded individuals!







# **MDUSD Proposal 2025-2026 School Year**

**We are excited to bring our P.E. Enrichment  
programming to:**



**925.269.7575 (Ext 2)**

**Bgoldstein@skyhawks.com**

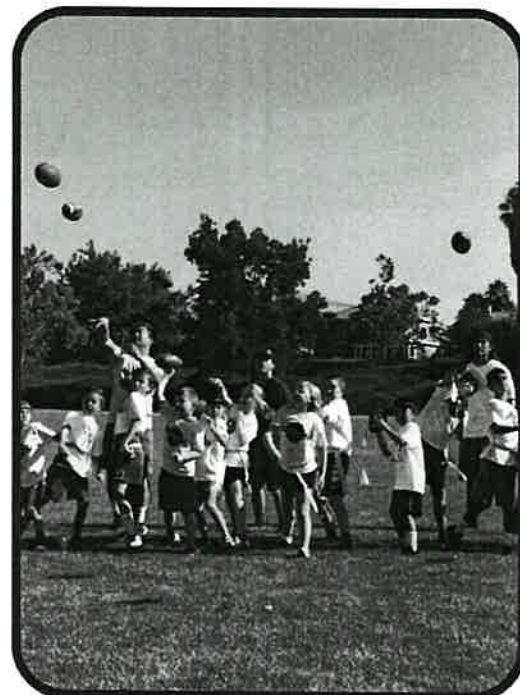
**[www.Skyhawks.com](http://www.Skyhawks.com)**

# 2025-2026 INSTRUCTIONAL CALENDAR - CONTRACT PE



WEEKS	DATES	SPORT
1-4	8/11-9/05	FLAG FOOTBALL
5	9/08-9/12	CFT & SKYHAWKS GAMES
6-9	9/15-10/17	SOCCER
10	10/20-10/24	CFT & SKYHAWKS GAMES

NO CLASS DATES: 9/01, 10/06, 10/07, 10/08,  
10/09, 10/10, 10/13



WEEKS	DATES	SPORT
11-14	10/27-11/21	BASKETBALL
15	12/01-12/05	CFT & SKYHAWKS GAMES
16-17	12/08-12/19	WINTER OLYMPICS

NO CLASS DATES: 10/27, 10/31, 11/11, 12/19  
**END OF SEMESTER 1**



**\*CFT - CORE FITNESS TESTING**



Learn More:  
[skyhawks.com/about](https://skyhawks.com/about)

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# 2025-2026 INSTRUCTIONAL CALENDAR - CONTRACT PE



WEEKS	DATES	SPORT
18-21	1/05-1/30	VOLLEYBALL
22	2/02-2/06	CFT & SKYHAWKS GAMES
23-26	2/09-3/06	NET SPORTS
27	3/09-3/13	CFT & SKYHAWKS GAMES

NO CLASS DATES: 1/19, 2/16



WEEKS	DATES	SPORT
28-31	3/16-4/17	TRACK & FIELD
32	4/20-4/24	CFT & SKYHAWKS GAMES
33-36	4/27-5/22	MULTI-SPORT
37	5/26-6/01	SUMMER OLYMPICS

NO CLASS DATES: 3/16, 3/31, 4/06,  
4/07, 4/08, 4/09, 4/10, 4/13, 5/25

**END OF SEMESTER 2**



**\*CFT - CORE FITNESS TESTING**



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# PE DAILY CLASS SCHEDULE



Classes are designed to offer 100-hours of physical education per week.  
Classes are broken down into 2 to 3 classes per week based on grade.

TK - 1st: 3-days/week | 2nd - 5th Grade: 2-days/week

## Skill Development Daily Schedule

### 50-Minute Classes (runs 2-days/week)

<b>10 Minutes:</b>	Warm-up lap, Stretches, Breathwork, Daily Preview
<b>10 Minutes:</b>	Skill of the day - Introduction, Breakdown, Interactive Drills
<b>10 Minutes</b>	Skill Reinforcement Games
<b>15 Minutes</b>	Skyhawks Team Competitions/Short Sided Games/Scrimmages
<b>5 Minutes</b>	Recap and Cool down

### 35-Minute Classes (runs 3-days/week)

<b>10 Minutes:</b>	Warm-up lap, Stretches, Breathwork, Daily Preview
<b>10 Minutes:</b>	Skill of the day - Introduction, Breakdown, Interactive Drills
<b>10 Minutes</b>	Skill Reinforcement Games
<b>5 Minutes</b>	Recap and Cool down



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# PE DAILY CLASS SCHEDULE



Classes are designed to offer 100-hours of physical education per week.  
Classes are broken down into 2 to 3 classes per week based on grade.

TK - 1st: 3-days/week | 2nd - 5th Grade: 2-days/week

## CFT & SKYHAWKS GAME DAYS

### 50-Minute Classes (runs 2-days/week)

<b>10 Minutes:</b>	Warm-up lap, Stretches, Breathwork, Daily Preview
<b>20 Minutes:</b>	Core Fitness Testing
<b>15 Minutes</b>	Skyhawks Games
<b>5 Minutes</b>	Recap and Cool down

### 35-Minute Classes (runs 3-days/week)

<b>10 Minutes:</b>	Warm-up lap, Stretches, Breathwork, Daily Preview
<b>5-10 Minutes</b>	Core Fitness Testing
<b>5-10 Minutes</b>	Skyhawks Games
<b>5 Minutes</b>	Recap and Cool down



Learn More:  
[www.skyhawks.com/about](http://www.skyhawks.com/about)

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# VALLE VERDE ELEMENTARY CONTRACT PE SCHEDULE



DAYS	GRADE	TEACHER	TIME	MAX # OF KIDS	MINUTES/WEEK
M/F	4th or 5th		9:15am-10:05am	32	100
M/F	4th or 5th		10:25am-11:15am	32	100
M/F	4th or 5th		11:15am-12:05pm	32	100
M/F	4th or 5th		12:55pm-1:45pm	32	100
M/F	4th or 5th		1:45pm-2:35pm	32	100
T/Th	2nd or 3rd		8:50am-9:40am	32	100
T/Th	2nd or 3rd		10:00am-10:50am	32	100
T/Th	2nd or 3rd		10:50am-11:40am	32	100
T/Th	2nd or 3rd		12:55pm-1:45pm	32	100
T/Th	2nd or 3rd		1:45pm-2:35pm	32	100
M/T/Th	Early TK/K or 1st		8:05am-8:40am	32	105
M/T/Th	Early TK/K or 1st		8:40am-9:15am	32	105
M/T/Th	1st		9:15am-9:40am	32	105
M/T/Th	TK, K, or 1st		9:50am-10:25am	32	105
M/T/Th	TK, K, or 1st		10:25am-11:00am	32	105
M/T/Th	TK, K, or 1st		11:40am-12:15pm	32	105
M/T/Th	Late TK/K or 1st		12:15pm-12:50pm	32	105
M/T/TH/F	PE ENRICHMENT		11:20am-11:40am	NA	140



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# VALLE VERDE ELEMENTARY CONTRACT PE FEE PROPOSAL



## SKYHAWKS FEE PROPOSAL 2025-2026 INSTRUCTIONAL CALENDAR

**Total: \$57,980.00**

To be paid in 4-installments:

- \$14,495 - Due 10/17
- \$14,965 - Due 12/19
- \$14,495 - Due 03/20
- \$14,965 - Due 06/05

### Breakdown:

- 37-Weeks of Programming: \$1567/week
- 966.33 hours of PE Instruction: \$60/hour
- 12-Classrooms Served = \$3,410.59/class
- 32-Kid Max/Class = \$106.59/student



**Need help raising money?  
Ask us about our Summer Camp Fundraisers**



Learn More:  
[www.Skyhawks.com/about](http://www.Skyhawks.com/about)

Have any questions?  
925.269.7575 | [Bgoldsteinskyhawks.com](mailto:Bgoldsteinskyhawks.com)



## About Us

At Skyhawks, we believe that every child deserves the opportunity to lead an active and healthy lifestyle. Our mission is to foster a love for sports and physical activity through age-appropriate curriculum and positive coaching. We challenge the status quo of youth sports instruction by focusing on building confidence, passion, and skills in every child. Join us in creating a healthier, more active future for our children.

925.269.7575 (Ext 2)  
[Bgoldstein@skyhawks.com](mailto:Bgoldstein@skyhawks.com)

[www.Skyhawks.com](http://www.Skyhawks.com)



# SKYHAWKS SPORTS

## EAST BAY NORTH FRANCHISE

### » *About Us*

#### **CORE VALUES**

##### ***Play with Purpose***

Every activity has meaning – we focus on building skills, character, and confidence while having fun on the field.

##### ***Always Evolve***

We're committed to growth and improvement, always learning, adapting, and staying ahead to provide the best experience possible.

##### ***Together We Are Stronger***

Teamwork makes us unstoppable; by collaborating and supporting each other, we achieve more than we ever could alone.

##### ***Passion Fuels Excellence***

We believe when we bring energy and love for what we do, it drives us to give our best and deliver top-quality experiences for every athlete.



##### ***Learn More***



SCAN ME



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**EAST BAY NORTH FRANCHISE**

## **EMPOWERING YOUNG ATHLETES THROUGH PLAY**

### **OUR WHY**

At Skyhawks, our mission is to revolutionize youth sports instruction by fostering confidence and passion in every young athlete. We believe that with the right coaching and age-appropriate curriculum, every child can develop the skills necessary to lead an active and healthy lifestyle. Our programs are designed to ensure that kids not only improve their athletic abilities but also gain essential life skills that will benefit them both on and off the field.

Skyhawks is dedicated to challenging the traditional methods of youth sports coaching. We focus on creating a positive and supportive environment where children are encouraged to grow and succeed. Our coaches are mentors who inspire and guide, rather than just evaluate and criticize. By prioritizing confidence and passion, we help young athletes build a strong foundation that will serve them throughout their lives.



### **OUR HOW**

**STEP 1: THE TEAM** - Hire individuals based on their personality, motivation, and alignment with company culture while providing training on curriculum and sports knowledge. Coaching is a craft that requires time and dedication to perfect. To transform youth sports, we must rethink how Youth Sports Coaches are employed, transitioning the role into a career rather than merely a job.

**STEP 2: THE CURRICULUM** - The traditional approach often relies on drills and scrimmages, but the future lies in engaging games and creative challenges. For younger kids, it is essential for coaches to develop a specialized curriculum that captivates their interest and fosters skill development by ensuring that activities are fun, interactive, storytelling-based, and tailored to be age-appropriate.

**STEP 3: MODIFIED EQUIPMENT** - Kids thrive when provided with modified equipment. Investing in this essential gear empowers them to learn and grow through the joy of play.

### **OUR WHAT**

#### **Sports Offerings:**

Baseball  
Basketball  
Dodgeball  
Flag Football  
Flag Rugby  
Field Hockey  
Soccer  
Golf  
Tennis  
Track & Field  
Ultimate  
Volleyball

**Ages:** 2-15

**INCLUSION RESPECT LEADERSHIP SPORTSMANSHIP TEAMWORK**

[Bgoldstein@Skyhawks.com](mailto:Bgoldstein@Skyhawks.com)

[www.Skyhawks.com](http://www.Skyhawks.com)

925.269.7575 (ext 2)



# SKYHAWKS

## EAST BAY NORTH

WHAT MAKES SKYHAWKS  
PROGRAMS SO GREAT?

## OUR STAFF

### Certifications

National Background Check, Mandated Reporting Certification, First Aid/CPR Certification, TB Risk Assessment, Concussion Compliance, California Premier Sports Safety Training, CPS Modifying Child Behavior Training, Skyhawks Curriculum Field Training, Positive Coaching Alliance.

### Comprehensive Coach Training

Our training protocol kicks off with an intensive training week designed to equip coaches with the necessary skills and knowledge. This is followed by a 5-week introductory period where new coaches receive hands-on experience under the guidance of seasoned professionals. To ensure our coaches stay at the top of their game, we offer seasonal continued education sessions led by our owner/CEO, Billy Goldstein.

### Our Passionate Team:

Our expert team is lead by our owner/CEO, Billy Goldstein (aka Coach Billy Bob). Billy has owned and operated the East Bay North Franchise Territory since 2012. Our Area Manager, Morgan Gleeson, leads our coaches, including full-time directors and passionate college interns from our TEAM Internship Program, who are committed to turning their coaching skills into lifelong careers. Our Office Manager, Lyden Arntt, runs things behind the scenes and provides our partners and families with unmatched service and support.



MEET US HERE!



[SKYHAWKSEASTBAY.COM/STAFF](http://SKYHAWKSEASTBAY.COM/STAFF)



# **MDUSD Contract PE Proposal 2025-2026 School Year**

**Thank you for reviewing our proposal**

**Please feel free to contact us to schedule a follow-up meeting  
or discuss the next steps.**

**Billy Goldstein (aka Coach Billy Bob)**  
President - Skyhawks Sports Academy  
East Bay North Franchise

**Schedule a follow-up meeting:**  
[SkyhawksEastBay.com/Partners](https://SkyhawksEastBay.com/Partners)



**Have any questions?**  
[Bgoldstein@skyhawks.com](mailto:Bgoldstein@skyhawks.com)  
925.269.7575 (ext 2)