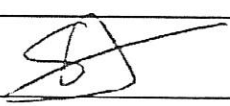


SAN JOSÉ UNIFIED SCHOOL DISTRICT
SERVICE AGREEMENT OVER \$25,000

Budget Clearing Form (To be completed by School/Department)							
CONTRACTOR FULL NAME New Teacher Center							
DBA (DOING BUSINESS AS)							
SSN or TAX ID NO	BUSINESS LICENSE NO.						
DESCRIPTION OF SERVICE: Equity Leadership Coaches from NTC will provide coaching to 26 SJUSD school administrators at a cost of \$5,000.00 each 18 Assistant Principals, 7 Principals and 1 District Manager. "Scoop of Work"							
CONTRACT TERM FROM July 1, 2017 TO June 30, 2018							
<table style="width: 100%; border-collapse: collapse;"><thead><tr><th style="text-align: left; width: 60%;">BUDGET NO.</th><th style="text-align: left; width: 40%;">AMOUNT</th></tr></thead><tbody><tr><td>061-937-960-4035-0-260-5810-0000-2100 25,000</td><td></td></tr><tr><td>061-937-960-4035-0-260-2110-0000-2100 105,000</td><td>130,000</td></tr></tbody></table> <div style="margin-left: 100px; margin-top: -20px;">5110 17</div>		BUDGET NO.	AMOUNT	061-937-960-4035-0-260-5810-0000-2100 25,000		061-937-960-4035-0-260-2110-0000-2100 105,000	130,000
BUDGET NO.	AMOUNT						
061-937-960-4035-0-260-5810-0000-2100 25,000							
061-937-960-4035-0-260-2110-0000-2100 105,000	130,000						
BOARD DATE August 3, 2017	REQUISITION NO. 18000965						
SCHOOL/DEPARTMENT Educational Equity and Leadership Development							
PREPARED BY: Name Laura Carrillo Position Staff Secretary II Phone Number 408-535-6000 X 14316	AUTHORIZED BY (BUDGET CONTROL ADMINISTRATOR): Signature  Name Shannon McGee Position Director						

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT OVER \$25,000

This Service Agreement ("Agreement") is made this 14 day of July, 2017, between San José Unified School District ("District"), and New Teacher Center ("Contractor"), a/an (Please choose one)

☐ Individual ☐ Partnership ☒ Corporation ☐ LLP ☐ LLC ☐ Other (Please specify): _____

1. **SERVICES.** Contractor shall perform the following services ("Services"): (If a separate scope of services or proposal generated by the District or the Contractor is available, attach exhibit(s) and reference it here. Please do not attach a separate contract.)

Equity Leadership Coaches from NTC will provide coaching to 26 SJUSD school administrators at a cost of \$5,000.00 each: 18 Assistant Principals, 7 Principals and 1 District Manager. See attached "Scope of Work."

2. **LOCATION.** Work will be performed at the following: (e.g., District-wide or specific District sites - a list of sites may also be attached and referenced here) Exhibit "B"

3. **COMPENSATION.** District agrees to pay Contractor for Services as follows (check and complete one of the following):

- ☐ At the rate of \$_____ per _____, with the total amount not to exceed \$_____.
- ☒ In an amount not to exceed \$130,000, invoiced to the District in increments as Services are actually completed.
- ☐ In _____ installments of _____ each, for a total amount not to exceed \$_____.

Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department.

4. **TERM/TERMINATION** The term of this Agreement shall commence on July 1, 2017 and shall continue through June 30, 2018. The District may terminate this Agreement immediately for any reason at any time, by giving written notice to the Contractor. Such written notice shall be sufficient to stop further performance of services by Contractor. In the event of termination prior to the end of the term of this Agreement, Contractor shall invoice the District for any work performed and documented expenses incurred prior and up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District. Termination shall not affect the rights and obligations of the Parties arising prior to the effective date of termination.

5. **INSURANCE.** Contractor shall be responsible for any damage, loss or other claim arising out of the performance of its services under this Agreement. Contractor shall carry the insurance indicated below throughout the term of this Agreement. The certificate of liability insurance must have San Jose Unified School District, 855 Lenzen Avenue, San Jose, CA 95126, as the Certificate Holder and as additional insured.

Commercial General Liability Insurance	Each Occurrence	\$2,000,000
	General Aggregate	\$4,000,000
Automobile Liability Insurance	Each Occurrence – Commercial vehicles	\$1,000,000
	Injury/one death – Personal vehicles	\$15,000
	Injury/multiple death	\$30,000
	Property damage	\$5,000
Professional Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Abuse and Molestation Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$1,000,000
Workers' Compensation		Statutory limits
Employer's Liability	Each Occurrence	\$1,000,000



**SAN JOSÉ UNIFIED SCHOOL DISTRICT
SERVICE AGREEMENT OVER \$25,000**

Acceptability of Insurers

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.

Subcontractors

Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, and any other insurance required of Contractor under this Agreement, in a company or companies lawfully authorized to do business in California as admitted carriers, in like amounts and scope of coverage as that required of Contractor hereunder.

6. **TAXES; INDEPENDENT CONTRACTOR STATUS.** District shall not withhold or set aside income tax, Federal Insurance Contributions Act Tax, Unemployment Insurance, Disability Insurance, or any other Federal or State funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes. While engaged in carrying out the Services Contractor is and shall be an Independent Contractor, and not an Officer, Employee, Agent, Partner, or joint venture of the District.
7. **COMPLIANCE WITH APPLICABLE LAW.** In performing services under this Agreement, Contractor shall comply with all applicable law, including but not limited to Education Code Sections 45125.1 and 49406. Contractor must complete and sign the Contractor Certification attached as Exhibit A. It shall be the sole responsibility of Contractor to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
8. **WORK PRODUCT.** District is the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind ("Work Product") produced as part of or resulting from this Agreement, and all rights in such Work Product, and no uses thereof except in Contractor's performance of the Services will be permitted except by express written permission of the District. Contractor acknowledges that this Agreement and its work hereunder, including the Work Product, may be subject to disclosure to the public. With respect to records in the District's or Contractor's possession that may be protected from disclosure by applicable law, Contractor agrees to abide by such law. *See Attached Addendum
9. **INDEMNIFICATION.** Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Education, and members of the Board of Education, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of this Agreement including, but not limited to, the Contractor's use of the sites listed herein; the Contractor's completion of its duties under this Agreement; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Education, members of the Board of Education, for any act, omission, negligence, or willful misconduct of the Contractor or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or District described in this paragraph.
10. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the Pupil Records Rider for Digital Records Storage or Digital Educational Software contract requirements (Education Code §49073.1, "Pupil Records").
11. **ENTIRE AGREEMENT; AMENDMENT.** This constitutes the entire Agreement between the District and Contractor supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may only be amended in writing executed by both parties and approved by the District's Board of Education. This Agreement consists of:
 - 11.1 Service Agreement
 - 11.2 Exhibit A – Contractor Certification
 - 11.3 Pupil Records Rider for Digital Educational Software Contracts. Required ☐ YES ☒ NO
(Refer to Section 10; Statement of Compliance)
 - 11.4 Scope of Work
12. **NO ASSIGNMENT.** This Agreement may not be assigned by the Contractor, nor any part of the services hereunder subcontracted, without the express written permission of the District.

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
SERVICE AGREEMENT OVER \$25,000**

13. **SEVERABILITY.** In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this Agreement will be affected by such holding, and all of the remaining provisions of this Agreement will continue in full force and effect, unless to do so would invalidate the intent of the parties in entering into this Agreement.

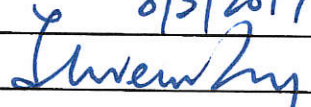
14. **INFORMATION REGARDING CONTRACTOR**

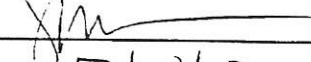
Contact Name:	<u>Lynn Kepp</u>	Email Address:	<u>contracts@newteachercenter.org</u>
Address:	<u>110 Cooper Street, Suite 500, Santa Cruz, CA 95060</u>		
Telephone:	<u>831-600-2200</u>	Facsimile:	<u>831-427-9017</u>

15. **GOVERNING LAW; VENUE.** This Agreement shall be governed under the laws of the State of California. Any action to enforce the terms of this Agreement shall be brought in the appropriate court having jurisdiction over matters arising in Santa Clara County, California.
16. **ATTORNEY'S FEES.** If any action at law or equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which such party may be entitled.
17. **BOARD APPROVAL REQUIRED.** This Agreement shall not be a valid and binding obligation of the District, and Contractor shall not be entitled to payment for services rendered, unless and until executed by both parties and approved by the District's Board of Education.
18. Executed by the parties at San José, California, on the day and year indicated below.

San José Unified School District

Contractor

Date: 8/3/2017
Signature: 
Print Name: FLORENCE ENG
Title: Director, Business Support Services

Date: 
Signature: 7/18/17
Print Name: Stephen Dalla Betta
Title: Chief Operating Officer

*Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires Contractor's federal tax identification number or Social Security number, whichever is applicable.

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
SERVICE AGREEMENT OVER \$25,000**

"EXHIBIT A"

CONTRACTOR CERTIFICATION

Fingerprint and Background Certification

Business entities entering into a Service Agreement with the District shall comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations.

One of the two boxes below must be checked, with the corresponding certification provided, and this form attached to the Service Agreement:

- ☐ I, _____, am (an authorized representative of/doing business as) _____, (Name of Contractor) and hereby certify that Contractor have Conducted the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of this business District, and that none of those persons have been reported by the Department of Justice ("DOJ") as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5 and/or 1192.7(c). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. I have also attached hereto and incorporated herein is a list of the names of the employees of the undersigned who will be providing services to San José Unified School District and who may come in contact with pupils. I agree to keep this list current and to notify San José Unified School District of any additions/deletions as they occur.

Signature _____ Date _____

- ☒ Arrange to have a District employee whom the DOJ has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise the Contractor.

District Representative's Name & Title Shannon McGee, Director, Ed. Equity and Leadership Development

Signature _____ Date 7/18/17

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of the Contractor and the Subcontractor(s) under this agreement are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Signature _____ Date 7/18/17

Tuberculosis Certification. Contractor and the Contractor Parties shall at all times comply with the tuberculosis certification requirements as set forth below. Specifically, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

- ☐ Contractor and/or Contractor Parties will not be present on a District school site and will not have contact with District students during the term of this Agreement.
- ☒ The following Contractor and/or Contractor Parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis test that complies with the requirements of California Education Code Section 49406.

Contractor shall maintain on file the certificates showing that the Contractor Parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature _____ Date 7/18/17

Addendum to Service Agreement

This Addendum to the Service Agreement ("Agreement") between New Teacher Center and San Jose Unified School District is part of the Agreement and takes precedence over conflicting language in the Agreement.

Section 8 of the Agreement is removed and replaced with the following:

8. WORK PRODUCT. All content, visual interfaces, information, data, graphics, designs, compilations, products, software, records, reports, documents, booklets, guides, modules, training modules, resource and instructional guides, know-how and such other writings, recordings and all other elements provided by Contractor, regardless of form (i.e., whether video, paper, electronic or otherwise), and whether tangible or intangible, whether previously established by Contractor or created or produced for the first time by Contractor in the performance of its obligations pursuant to this Agreement ("Materials"), are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Contractor retains and shall own all right, title and interest in and to all Materials. If at any time Client acquires any rights, title or interest in the intellectual property rights relating to the Materials, Client hereby irrevocably transfers, conveys and assigns to Contractor all of its right, title and interest therein. Client shall execute such documents, render such assistance, and take such other action as Contractor may reasonably request, at Contractor's expense, to apply for, register, perfect, confirm and protect Contractor's rights to all intellectual property rights relating to the Materials.

July 18, 2017

Shannon McGee
Director of Educational Equity and Leadership
San Jose Unified School District
855 Lenzen Avenue
San Jose, CA 95126
(408) 535-6602 x14315

Scope of Work
New Administrator Program
Effective 7/13/17 through 6/30/18

The following administrators will be participating in the New Teacher Center **2017-2018 New Administrator Program (NAP)** that serves new and experienced school administrators. The New Teacher Center offers school administrators the opportunity to be coached by an experienced school administrator who is trained and certified in the NTC Blended Coaching model. New participants will be assigned a coach whose experience most closely matches the coachee's needs

School	Participant Name/Contact Information	Coach	Coach Phone	Coach Email
	18 Assistant Principals Managers	See attached		
	7 Principals	See attached		
	1 District Manager	See attached		

The annual fee for each NAP participant is \$5,000.
Total NAP Fees for 26 Participant is \$130,000.00.

Please note: These services may only commence with the receipt by NTC of a signed contract.

If your districts' needs have changed since our last communication, please do not hesitate to contact me to discuss ways in which the New Teacher Center can support you. I look forward to hearing from you.

Sincerely,

Maria Reitano
New Teacher Center, New Administrator Program
School Leadership Development
mreitano@newteachercenter.org

Contacts and Questions

Maria Reitano will serve as the NTC's primary point of contact for the implementation of this agreement. Please contact Maria Reitano at mreitano@newteachercenter.org, if you have questions.

For payment or billing questions, please contact Pixan Serna at (831) 600-2273 or pserna@newteachercenter.org

For other questions related to your contract, please contact James Hancock at (831) 600-2200 or contracts@newteachercenter.org.

Exhibit B
SJUSD FY18 Coaching

Credential Coaching - Assistant Principals, Other						
Emp #	Last Name	First name	Job Class	Location	Year 1/2	Coach
	Beall	Lindsey	AP Secondary	WGMS	Year 1	Patti Gregory
	Bell	Carlton	AP Secondary	Hoover	Year 1	Mary Lairon
6405	Butler	Ladonna	AP Secondary	Lincoln High School	Year 2	Doug Ramazane
16100	Camilleri	Mark	AP Secondary	Gunderson	Year 2	Patti Gregory
6418	Campbell	Crystal	AP Secondary	Castillero	Year 2	Marybarbara Zorio
2400	Corpus	Claudia	AP Elementary	Trace	Year 2	Joanne Yinger
	Dimas	Aubrie	AP Secondary	Hoover	Year 1	Mary Lairon
	Field	Sarah	AP Secondary	SJHS	Year 1	Doug Ramazane
	Grogan	Colleen	AP Secondary	Castillero	Year 1	Doug Ramazane
16146	Hansen	Heidi	AP Secondary	Lincoln High School	Year 2	Doug Ramazane
16614	Hayden	Vanessa	AP Secondary	Gunderson	Year 2	Doug Ramazane
8188	Herlth	Michelle	Manager	Central Office	Year 2	Mary Lairon
	Homesley	Brett	AP Secondary	Castillero	Year 1	Doug Ramazane
3349	Kolda	Joe	AP Secondary	Muir	Year 2	Lesley Martin
	Norton	Katharine	AP Secondary	WGMS	Year 1	Patti Gregory
7752	Patel	Hetal	AP Secondary	Bret Harte	Year 2	Lesley Martin
	Ramezane	Nate	AP Secondary	Muir	Year 1	Patti Gregory
9992	Sieler	Pat	AP Secondary	WGMS	Year 2	Doug Ramazane
8748	Tan	Felicia	AP Elementary	Booksin	Year 2	Betsy Warren
19 AP/Manager						

Non-Credential Coaching - Principals, Others						
Emp #	Last Name	First name	Job Class	Location	Year 1/2	Coach
	Jesus	Radiillo	Principal	Olinder (1st year)	N/A	Lesley Martin
16102	Stephanie	Monroe	Principal	Simmonds (Interim)	N/A	Marybarbara Zorio
	Neil	Aratin	Principal	Carson (2nd year)	N/A	Mary Lairon
	Amy	Shumway	Principal	Graystone (2nd year)	N/A	Marybarbara Zorio
	Bryan	Grau	Principal	Willow Glen	N/A	Marybarbara Zorio
	Emalie	McGinniess	Principal		N/A	Patti Gregory
	Cecilia	Molina	Principal	HS Learning Options	N/A	Patti Gregory
7 Principals						