

## Coach-School(s) Agreement Template

Date

Name

Address

Dear <first name>:

The [Name of School or Schools] (“the School”) is/are pleased to accept you as a PEJE Coach to work with us under the auspices of the PEJE Challenge Grant for Day School Growth for the 2005-2006 grant year, according to the terms stated in this letter and the accompanying Statement of Work (attached as Exhibit 1).

All dollar amounts are specified as US currency.

### TERMS

Your services, the schedule for delivering these services, and your compensation for the satisfactory performance of these services shall be as set forth in the Statement of Work.

You will be paid at a rate of US \$\_\_\_\_\_ per day for these services. If appropriate under applicable tax laws, at the end of each tax year or otherwise as appropriate we will provide you with Form 1099 with respect to your work for the School.

You will provide these services within the \_\_\_\_\_ days and \_\_\_\_\_ site visits awarded to the School in PEJE grant.

For the purpose of payment, one day is defined as eight (8) hours for work performed off-site and as one calendar day for work performed on-site. Off-site work is to be paid in half-hour increments; on-site work is to be paid in half-day increments.

***Independent Contractor.*** You shall be an independent contractor and not an employee of the School. You shall have sole responsibility for the payment of any and all income taxes, Social Security taxes, and other similar taxes or obligations with respect to all compensation provided by the School hereunder. You shall assume and accept all responsibilities that are imposed on independent contractors by any statute, rule of law, or otherwise. You are not authorized to enter into any contracts on behalf of the School or to incur any obligation or liability on behalf of the School except as expressly authorized by the School in writing.

***Termination.*** This Coach-School Agreement may be terminated by either party at any time upon thirty (30) days written notice.

***Reimbursement for Expenses.*** The School shall reimburse you, upon your submission of receipts, for certain transportation expenses, provided that any such expenses are approved in advance in writing by the School. Whenever practicable, you shall make any necessary travel arrangements through the travel agency designated by the School. The School shall also reimburse you, upon your submission of receipts or other supporting documentation, for reasonable out-of-pocket expenses incurred in the performance of your services, such as postage and telephone charges. You shall bear

your own office and overhead expenses. The School agrees to avoid asking you to front significant travel expenses.

***Invoices and Payment.*** At the end of each month during the Term of this Agreement, you shall deliver to the School an itemized invoice for your services, to be paid by the School within 30 days. It is understood that all payments by the School shall be conditioned on your timely and satisfactory rendering of the services as set forth herein.

***Materials and Intellectual Property.*** You shall deliver to the School all materials that you create, develop, or produce in the course of your engagement by the School. You shall return to the School all materials provided to you by the School in the course of your engagement.

The School shall own all intellectual property rights in all documents, works, and other materials that you create, develop, or produce in the course of your engagement by the School. Any copyrightable material that you create in the course of your engagement shall be deemed to be work made for hire commissioned by the School. To the extent that any such copyrightable material is not deemed to be work made for hire under the Copyright Act, you hereby assign and agree to assign to the School any and all copyright in such material. The provisions of this paragraph shall survive the termination of this Agreement.

***Confidential Information.*** The following shall be deemed to be Confidential Information:

- (a) Any non-public information about the School that you are provided with, obtain, or otherwise become aware of in the course of your engagement for the School, including information about the School's operations, administration, employees, or students.
- (b) Any materials that you create, develop, or produce in the course of your engagement for the School.

You shall not use Confidential Information or disclose Confidential Information to any person or entity other than the School without the prior written consent of the School. The provisions of this paragraph shall survive the termination of this Agreement.

***Representation, Warranty, and Indemnification.*** You represent and warrant that you have the right to enter into this Agreement, and that none of your services under this Agreement shall breach any contract, infringe any copyright or trademark, invade any right of privacy, or otherwise infringe any right of any third party or violate any law. You agree to indemnify, defend, and hold harmless the School, its officers, its employees, and agents the School, in the event of any claim arising out of or related to a breach of the foregoing representation and warranty.

***Non-Assignability.*** You may not assign this Agreement to any other party without the express written consent of the School. You may not sub-contract any of your obligations under this Agreement without the express written consent of the School.

***Governing Law.*** This Agreement shall be governed by and construed under the laws of [State in which School is located or incorporated]. Any claims or legal actions by one party against the other shall be commenced and maintained in the state and federal courts of [State in which School is located or incorporated] and the parties hereby submit to the jurisdiction and venue of any such court.

***Entire Agreement.*** This Agreement constitutes our entire understanding relating to its subject matter and supersedes all prior proposals, agreements, and other communications between us relating to its

subject matter. This Agreement may be modified or amended only in a writing signed by both parties.

If the terms of this Agreement are satisfactory to you, please sign and date both copies and return one to the School. The second copy is for your files.

We look forward to working with you.

Sincerely,

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[Name, title]  
[School Name]

[Additional signatures if Consortium]

ACKNOWLEDGED AND AGREED TO:

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[Name of Coach]

Date: \_\_\_\_\_