

**CONSULTING/PROVIDER SOFTWARE AGREEMENT**

**Redlands Unified School District**

**Phone (909) 307-5300**

**Fax (909) 307-5325**

**THIS AGREEMENT** is made effective on 07/01/2024 and it is made by and between CodeHS  
date consultant name  
\_\_\_\_\_, hereafter called "Provider," and the Redlands Unified School District, hereafter called "District."

**RECITALS**

- a. The District desires to obtain software and advice regarding Premium Service Agreement and like matters, as provided in this Agreement.
- b. The Provider is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the District.

Accordingly, the parties agree with the above and as follows:

**AGREEMENTS**

1. PERIOD OF AGREEMENT: Shall be from 07/01/2024 to 06/30/2025  
date date
2. In consultation and cooperation with the District, the Provider shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows: (description of services and/or software being used or purchased)  
Pro Teacher License HS (District) for the following sites: REV, RHS, and CV.  
Not to exceed \$20,064.00.

**All** Data should be protected with managed backup solutions that allow restoration of district data for any reason. Systems should be in place so that no data outage should last longer than 48 hours.

X Other attachment described as: \_\_\_\_\_ per attached scope of work, see quote #18796

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment.

3. The Provider will commence providing services under this Agreement on 07/01/2024, and will diligently, properly and in full compliance perform as required and complete the performance of services by 06/30/2025. Time shall be of the  
date date  
essence in the performance of this Agreement. If the Provider at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Provider to properly perform under this Agreement, then the Provider shall immediately notify the originating department, copying the notification to Purchasing in writing at 20 W. Lugonia, Redlands, CA 92374.
4. INDEPENDENT CONTRACTOR: The Provider is an independent Contractor and will perform said services as an independent calling and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Provider or between the District and any of Provider's agents or employees. Provider is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any services provided. Provider and its agents and employees shall not be entitled to any rights and or privileges of the District's employees and shall not be considered in any way to be the employees of the District. Each party acknowledges that the Provider is not an employee for state or federal tax purposes, State Unemployment Compensation or Worker's Compensation, or any other purpose.
5. The District will prepare and furnish to the Provider upon request such existing information as is reasonably necessary for the performance of the Provider. The Provider shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.
6. PAYMENT: The total amount to be paid to the Provider for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed: (ex: # of licenses at \$ each = total \$ amount)

The total not-to-exceed amount and any hourly rate of the Provider shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, workers compensation, mileage, travel, incidentals, food and the like.

Payment shall be made to the Provider within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Provider each month.

7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Provider under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Provider in the United States or in any country without the prior written consent of the District. WEB 504 is a license to allow Redlands to use software. The data is owned by Redlands, not the program.
8. **CONFIDENTIALITY:** Provider acknowledges and agrees that, in the course of its Agreement with the District, Provider will receive or have access to Personal Information, Personal Information means information provided to the Provider or to which access was provided to Provider by or at the direction of the District in the course of Provider's performance under this Agreement that (a) identifies or can be used to identify an individual, including without limitation, names, signatures, addresses, telephone numbers, e-mail addresses or other unique identifiers or (b) can be used to authenticate an individual, including without limitation identification numbers, financial information, health data, or other sensitive information. Provider shall comply with this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of such Personal Information and shall be responsible for any unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Personal Information under its control or in its possession and shall remain liability to the District and to any other person or organization whose Personal Information is under its control or in its possession. Personal Information is deemed to be confidential information of the District and or other third parties whose Personal Information has been provided by the District to the Provider and not confidential information of the Provider. In recognition of the foregoing, Provider agrees and covenants that it shall: (a) keep and maintain all Personal Information in strict confidence using such degree of care as is appropriate to avoid unauthorized access use or disclosure, including but not limiting to security or data breach, malware intrusion or any other unauthorized access to such Personal Information (b) shall not use, sell, rent, transfer or otherwise disclose or make available Personal Information for the benefit of anyone other than the District (c) At a minimum, Provider shall have in place safeguards for the protection of Personal Information which shall include (i) limiting access to the District information, (ii) securing business facilities, data centers, servers, back-up systems and computing equipment and other equipment with information storage capability, (iii) implementing network, device application, database and platform security, (iv) encrypting Personal Information stored on systems, servers, back-up systems and computing equipment that are either owned by, used by or in the care or control of Provider.
9. **TERMINATION:** The District may at any time and for any reason suspend performance by the Provider or terminate this Agreement and compensate Provider only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Provider. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Provider shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
10. **INDEMNIFICATION:** The Provider agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
  - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Provider or any person, firm or corporation employed by the Provider upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
  - b. Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
  - c. Any and all claims under worker's compensation acts and other employee benefit acts with respect to Provider's employees or sub Provider(s) arising out of Provider's work under this Agreement;
  - d. Any and all loss, liabilities, actions, judgments, interest awards, reasonable attorneys' fees, costs, fines, penalties, damages or expenses from any third party claim against the District arising out of or resulting from Provider's failure to comply with any of the obligations under Section 8 of this Agreement.

The Provider, at Provider's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit or other proceedings as a result thereof.

11. **INSURANCE:** During the term of this Agreement, the Provider shall maintain the following insurance. All limits of liability shown are deemed minimum insurance required by this Agreement. Should Provider maintain any insurance coverage with limits of liability that exceed these minimum limits or coverage that is broader than as outlined above, those higher limits and broader coverage shall be deemed to apply for the benefit of the District and those limits and coverages shall become the required minimum limits of insurance and coverage in all Sections of this Agreement.

- a. Commercial General Liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, unless otherwise agreed in writing by the District.
- b. Automobile liability insurance in an amount not less than \$1,000,000 per accident for all owned, hired and non-owned vehicles.
- c. Workers Compensation as required under California State law.
- d. Professional Liability insurance in an amount not less than \$5,000,000 per occurrence. Such insurance coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this Agreement.
- e. Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability Insurance with limits not less than \$1,000,000 for each occurrence or event with an annual aggregate of \$5,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security and data security breaches. The policy shall protect the involved District and cover breach response cost as well as regulatory fines and penalties.
- f. The Provider shall provide a Certificate(s) of Liability Insurance using ACORD Form 25, indicating the required insurance coverages within ten (10) days of the effective date of this Agreement on the Commercial General Liability policy using endorsements CG 20 10 and CG 20 37.
- g. The policies indicated in paragraphs 11.a., 11.b. 11.c. 11.d. and 11.e. shall include a waiver of subrogation endorsement in favor of District.
- h. The policies indicated in paragraphs 11.a. and 11.b. shall include a primary, non-contributory endorsement in favor of District or District's insurance or self-insurance program.

All required endorsements must be attached to the Certificate of Liability Insurance and sent to the District directly from Provider's insurance agent or broker.

- ☒ Certificate of Insurance Attached
- ☐ Workers Compensation Certificate Attached OR
- ☐ Sole Proprietor/ **NO** Workers Comp. Certificate Needed
- ☐ Proof of TB clearance for all employees working individually with students
- ☐ Criminal records check...Department of Justice Fingerprint Clearance is required before commencement of services, see form attached *IF working individually with students unsupervised.*

12. The Provider shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Provider's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Provider is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.

13. **ASSIGNMENT:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.

14. The Provider, if an employee of another public agency, certifies that Provider will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this Agreement.
15. COMPLIANCE AND CERTIFICATION: The Provider shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Provider represents and warrants it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement. The Provider and any of its employees and/or sub Provider(s) are NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency.
16. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:
  - a) Increase dollar amounts; b) Effect administrative changes; and c) Effect other changes as required by law.
17. CONFLICT OF INTEREST: Provider represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance or services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Provider. Provider will take all necessary steps to avoid the appearance of a conflict of interest and shall have duty to disclose to the District prior to entering this Agreement any and all circumstances existing at such time which would pose a potential conflict of interest.
18. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.
19. GOVERNING LAW: This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in San Bernardino County, California.
20. CONFIDENTIALITY: All communications and information obtained by the Provider from the District relating to this Agreement and all information developed by Provider under this Agreement are confidential. Should there be a need for the Provider to maintain on its server(s) and/or other data storage media, personnel and/or student information protected by the Family Educational Rights and Privacy Act Regulations 34 CFR Part 99 (FERPA) or the Health Insurance Portability and Accountability Act (HIPAA), Provider must take appropriate measures to ensure the security of said information and maintain its confidentiality according to applicable regulations.

Authorized representatives of the parties have executed this Agreement as indicated below.

**PROVIDER:**

CodeHS Inc.  
 Consultant/Firm Name  
 747 N LaSalle Dr, #500  
 Consultant Address  
 Chicago, IL 60654  
 City, State, Zip

  
 (Signature, Authorized Representative)

415-889-3376

(Telephone)

hello@codehs.com

(email address)

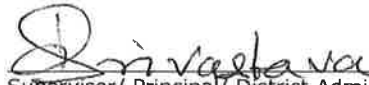
5/9/2024

(Date)

**DISTRICT:**

Redlands Unified School District  
 20 West Lugonia Ave.  
 Redlands, CA 92374

(Signature, Authorized Representative)  
 Purchasing Director

  
 Supervisor/ Principal/ District Administrator

Funding Administrator (if Applicable)

(Date)

District Board of Education Approval Date: \_\_\_\_\_ District Requisition Number: \_\_\_\_\_ P.O. Number: \_\_\_\_\_