

Redlands Unified School District

Phone (909) 307-5300

Fax (909) 307-5325

THIS AGREEMENT is made effective on 05/14/24, and it is made by and between Scoot Education

date

consultant name

hereafter called "Consultant OR Contractor," and the Redlands Unified School District, hereafter called "District."

RECITALS

A. The District desires to obtain special services and advice regarding accounting, administrative, economic, engineering, financial, legal and like matters, as provided in this Agreement.

B. The Consultant 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 07/01/24 through 06/30/25.
date date
2. In consultation and cooperation with the District, the Consultant shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:
To provide paraprofessional support per the District's direction.

Please check if applicable:

☐

A statement of work is attached.

☐

A specification is attached.

☐

Other attachment described as: Per rate sheet

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 Consultant will commence providing services under this Agreement on 07/01/24, and will diligently, properly date and in full compliance perform as required and complete the performance of services by 6/30/25. Time shall be of date the essence in the performance of this Agreement. If the Consultant 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 Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the originating department, copying the notification to Purchasing in writing at 20 W. Lugonia, Redlands, CA 92374.
4. INDEPENDENT CONTRACTOR: The Consultant 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 Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any services provided. Consultant 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 Consultant 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 Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant 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 Consultant for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed: _____ (dollar amount).

If this is an Agreement to pay the Consultant by the hour, then this box shall be checked and the hourly rate indicated as follows: Per attached current rate sheet

(i.e. # of hours X \$rate per hour/day)

It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total not to exceed amount authorized under this Agreement.

The total not-to-exceed amount and any hourly rate of the Consultant 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, worker's compensation, mileage, travel, incidentals, food and the like.

Payment shall be made to the Consultant 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 Consultant each month.

7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant 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 Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
8. **TERMINATION:** The District may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant 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 Consultant. 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 Consultant 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.
9. **INDEMNIFICATION:** The Consultant 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 Consultant or any person, firm or corporation employed by the Consultant 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 Consultant's employees or sub Consultant(s) arising out of Consultant'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 Consultant, at the Consultant'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.

10. **MINIMUM INSURANCE REQUIREMENTS:** Consultant shall obtain and maintain the policies of insurance or equivalent program of self insurance and limits as shown below for the duration of this Contract.
 - a. Commercial General Liability Insurance with limits not less than \$2,000,000 per occurrence and \$4,000,000 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. If Consultant may be providing services to District on District facilities during the time that District students could be present or if Consultant is providing services to District for the benefit of District student, Consultant shall provide specific coverage for Abuse or Molestation with limits not less than \$2,000,000 per occurrence and \$5,000,000 aggregate either by separate policy or by an endorsement to User's Commercial General Liability coverage.
 - 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 NAMING THE DISTRICT AS ADDITIONAL INSURED on the Commercial General Liability policy using endorsements CG 20 10 and CG 20 37.
 - g. The policies indicated in paragraphs 10.a., 10.b. 10.c. 10.d. and 10.e. shall include a waiver of subrogation endorsement in favor of District.
 - h. The policies indicated in paragraphs 10.a. and 10.b. shall include a primary, non-contributory endorsement in favor of District or District's insurance or self-insurance program.

- ☐ Certificate of Insurance Attached with endorsements as specified
- ☐ 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
- ☐ Site must run consultant/s thru Meganslaw.ca.gov search if consultant is on a school site. Site shall attach proof of this to contract

11. The Consultant 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 Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant 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.

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

13. COMPLIANCE AND CERTIFICATION: The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement. The consultant and any of its employees and/or sub Consultant(s) are NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency.

14. The Consultant, if an employee of another public agency, certifies that Consultant 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. 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
- c. Effect other changes as required by law.

16. CONFLICT OF INTEREST: Consultant 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 Consultant. Consultant 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.

17. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.

18. 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.

19. CONFIDENTIALITY: All communications and information obtained by the Consultant from the District relating to this Agreement and all information developed by Consultant under this Agreement are confidential. Should there be a need for the Consultant 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), Consultant 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.

Consultant:

Scoot Education

Consultant/Firm Name

5670 Wilshire Blvd #1970

Consultant Address

Los Angeles Ca 90036

City, State, Zip

James Sanders

(Signature, Authorized Representative)

310-477-7707

(Telephone)

james.s@scoot.education

(email address)

05/14/24

(Date)

District Board of Education Approval Date: _____

District Requisition Number: _____

District:

Redlands Unified School District 20

West Lugonia Ave. Redlands, CA 92374

Assistant

Superintendent, Business Services
Chief Business Official

Patty Buschle

Supervisor/ Principal/ District Administrator

Funding Administrator (If Applicable)

6-11-24

(Date)

P.O. Number: _____



TERMS OF SERVICE ADDENDUM

The following terms of service and exhibits are incorporated and made part of the Agreement between Scoot and Customer for assignments scheduled on or after July 1, 2024. You will be regarded as having accepted into this addendum when any of the following occur:

- (a) by confirming acceptance of this Agreement in writing; or
- (b) by requesting us to supply Substitutes after receiving this document; or
- (c) by paying one of our Invoices for the provision of Substitutes after receiving this document.

GENERAL CLAUSES

1. DEFINITIONS

ParaPro Staffing	ParaPro staffing is available to Customers that require bespoke paraprofessional staffing of five (5) or more paraprofessionals, priced at an hourly rate. ParaPros have been specifically recruited to fill paraprofessional vacancies and have access to Scoot's paraprofessional customized training.
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2. WORKERS' COMPENSATION AND LIABILITY INSURANCE

Scoot will, at its own expense, provide and keep in full force and effect during the term of Agreement with Customer the following kinds and minimum amounts of insurance:

1.1 Workers' Compensation

Workers' compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed and includes alternate employer endorsement;

1.2 Commercial General Liability

Commercial general liability insurance with a \$2,000,000 combined single limit per occurrence / \$4,000,000 aggregate and includes contractual liability and personal injury coverage;

1.3 Automobile Liability

Hired and non-owned auto liability insurance with a \$1,000,000 combined single limit per occurrence;

1.4 Umbrella Insurance

Umbrella policy of \$2,000,000 providing excess limits over the primary policies described above;

1.5 Abusive Acts Coverage

Abusive Acts liability insurance with a \$1,000,000 combined single limit per occurrence / \$1,000,000 aggregate.

Scoot will provide Customer with a certificate of this insurance coverage upon request.

**EXHIBIT A
FEES FOR SUBSTITUTES**

The pricing in Exhibit A is confidential and proprietary. Customer agrees not to disclose the contents of Exhibit A to persons or entities not party to this Agreement without Scoot's written permission.

Substitutes will be assigned to the following positions and at the following rates:

School Bill Rate+	Half-day rate (4 hours or less)	Half-day long-term rate (4 hours or less)	Short-term day rate (up to 8.5 hours/day)	Long-term day rate (up to 8.5 hours/day)#
Teacher (Emergency 30-day substitute permit or California credential)	\$178	\$196	\$265	\$292
TeachStart Fellow	N/A	N/A	\$399	\$399
Special Education Credential in SpEd role	\$231	\$254	\$345	\$379
School Bill Rate+	Hourly Rate			
ParaPro Staffing	\$40 per hour			

* Because Scoot Substitutes are non-exempt hourly employees, additional charges over and above the standard School Bill Rate will apply in the event that a Substitute is called upon to work overtime meaning a shift longer than eight and a half (8.5) hours, including a thirty (30) minute meal break, in a workday or more than 40 hours, excluding meal breaks, in a work week for the same Customer. Overtime is charged at 1.5x the prorated hourly bill rate according to the above table (e.g., overtime for a Teaching Assistant is charged at $\$242/8.5 \times 1.5$ per hour). Substitutes are instructed by Scoot that they should seek the approval of a duly designated supervisor at the Customer site before incurring overtime but, of course, the need to ensure proper supervision of pupils may necessitate a Substitute staying over even if the designated supervisor is not immediately available. Consistent with professional best practices, Scoot Substitutes are directed to maintain supervision over assigned students until they are relieved by appropriate school personnel.

A Substitute will be considered in long-term status if the same substitute has been scheduled at a Customer school for an assignment that is for more than 15 consecutive work days or an assignment has extended beyond 15 consecutive work days (half-days and full-days are counted the same) in the same academic year.

TERMS FOR TEMP-TO-PERM

Customer understands and agrees that Scoot employees are assigned to Customer to render temporary services and, absent a written agreement stating otherwise, are not assigned to become employed directly by Customer. Customer acknowledges the considerable expense incurred by Scoot to advertise, recruit, evaluate, train, and place its employees. Customer agrees it will not, without prior written consent from Scoot, hire a Scoot employee, interfere with the employment relationship between Scoot and its employees, or directly or indirectly cause a Scoot employee to become employed by Customer or another temporary service provider.

If Customer, either directly or indirectly, solicits, offers employment, and/or hires a Scoot employee as an employee or consultant in any position, or utilizes the person's services through another temporary or outsourcing service company, or any person or entity affiliated with Customer refers a Scoot employee to any other employer and the employee becomes employed by that employer: (i) at any time from the date such employee is introduced to or placed with Customer by Scoot until six (6) months thereafter or (ii) within six (6) months after termination of

employee's temporary assignment through Scoot with Customer, whichever is later, Customer agrees to pay Scoot a placement fee as outlined in Exhibit A.

FEES FOR TEMP-TO-PERM

Scoot pricing for temp-to-perm placements is based upon the category of the Substitute, timing of hire, or number of days the Scoot employee has worked at the hiring school during a single school year:

TEMP TO PERM FEES FOR TEACHING ASSISTANTS AND TEACHERS (NON TEACHSTART FELLOWS)	
Days worked in school year	Fee [^]
1 - 90 days worked	10% of AGS to a minimum of \$5,000
91 - 180 days worked	5% of AGS to a minimum of \$2,500
180+ days worked	\$1,000

[^]Fee is based upon the total, annualized gross salary (AGS), including any additional allowances or benefits that can be monetized listed on contract between Customer and Scoot employee.

TEMP TO PERM FEES FOR TEACHSTART FELLOWS	
Hire date	Fee
September 1 to March 1	\$10,000
March 2 to May 31	\$5,250
June 1 to August 31	\$1,000

PAYMENT FOR SERVICES

Scoot shall invoice Customer on a weekly basis which invoice is to be paid within thirty (30) days of receipt. The rate of charge is set forth in this Exhibit A. **If you have any issue with an invoice, you agree to raise it specifically before the due date and to timely pay that portion of the invoice which is not questioned. Any charge indicated on any invoice not challenged by you within 30 days of your receipt of said invoice shall be deemed presumptively valid.** Late charges will be imposed on any unpaid fees at the rate of eighteen (18%) per annum or the maximum amount allowable by applicable law, whichever is less.

DISCOUNTS FOR SUBSTITUTE BUBBLES

A discount will be applied to any Substitute assigned to a Substitute Bubble with Customer. Discounts are calculated based on size of bubble committed to by Customer and length of commitment according to the below table:

		Number of Substitutes in bubble						
		1-5	6-10	11-15	16-20	21-30	31-40	41-50
Bubble length (days)	1 month	0%	2%	3%	4%	5%	6%	7%
	3 months	0%	4%	5%	6%	7%	8%	9%
	School year	6%	7%	8%	9%	10%	11%	12%

The following terms apply to a Substitute Bubble:

1. If a Substitute Bubble is larger in size than originally committed to by Customer, the larger discount will be applied according to the above table.
2. If a Substitute Bubble is smaller in size than originally committed to by Customer due to Scoot being unable to source the requested number of Substitutes, the originally agreed discount will be applied.
3. Customer will have the option to renew a Substitute Bubble at the end of each commitment period.
 - a. Customer shall not have the option to decrease Substitute Bubble size or length other than at the time of a renewal.
 - b. Customer can choose to increase the size or extend the length of a Substitute Bubble at the start of each month and the larger discount will be applied to future invoices.
 - c. Substitute Bubbles may be canceled ahead of the notice period should an uncontrollable event force Customer to close its school(s) for a prolonged period (e.g., closure due to a pandemic or government order).
4. The Bubble Length is the length of commitment determined in calendar days. The Bubble Length also serves as the notice period for bubble cancellation.
 - a. All Substitute Bubbles must end on the last Friday of the month in which the renewal date falls.
 - b. Substitute Bubbles are active on any instructional school day, non-student days are not included.
5. Substitute Bubbles are considered long term assignments as they are at least 15 days in length.
6. Should a Substitute who was part of a Substitute Bubble move to a long-term position with Customer (defined as a single assignment scheduled for 15 days or more), the Customer will be given the choice of backfilling that Substitute to maintain Bubble size or decreasing the size of the Bubble however that may also decrease the Substitute Bubble discount applied to future invoices.
7. TeachStart Fellows cannot be included in a Substitute Bubble.

Estimated expense for 24/25 SY

Redlands USD is committing to a minimum spend with Scoot of **\$1,795,200**. This is based on the following assumptions and usage:

- 50 long-term para placements
- 170 school days per para placement
- 6 hours per day
- \$35.20 hourly charge rate (\$40/hour less 12% discount)

- $50 \times 170 \times 6 \times 35.20 = \mathbf{\$1,795,200}$