

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.

- Purchase Order (will be sent after signature and required documents received)
- Certificate of Insurance attached with endorsements as specified and naming District as Additionally Insured
- Workers Compensation Certificate Attached OR Sole Proprietor/ NO Workers Comp. Certificate Needed
- Proof of TB clearance when working with students more than 5 times
- Criminal records check...Department of Justice Fingerprint Clearance required before commencement of services, see form attached IF working with students Consultant not working with students
- Name of Consultant(s) to be on site: Monica Mendez 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:
Zen Educate Inc.
Consultant/Firm Name
2136 Ford Park Way, 5208
Consultant Address
Saint Paul MN 55116
City, State, Zip



(Signature, Authorized Representative)

626-427-6986
(Telephone)

sam.harper@zeneducate.com
(email address)

03 / 10 / 2025
(Date)

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

Deputy Superintendent, Business Services



Supervisor/ Principal/ District Administrator

Funding Administrator (if Applicable)

4-9-25
(Date)

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



Zen Educate Inc.
 2136 Ford Parkway
 5208
 Saint Paul
 Minnesota
 55116
 sam.harper@zeneducate.com

Fee Schedule 24-25

The following table outlines Zen Educate's pricing for the 24-25 school year. The school charge includes the educators pay rate and all applicable state and federal employer taxes and costs.

Zen Educate, Inc. is proud to provide a transparent, ethical pricing model that allows Districts to have insight into how much educators earn, and the margin that Zen Educate makes including employer costs. Zen Educate's fee structure is as follows for a range of educator day rates.

Aide rate / ASL Paraprofessional

Educator Pay (Hourly)	School Charge (Hourly) - flat margin
\$18.00	\$27.61
\$18.50	\$28.19
\$19.00	\$28.78
\$19.50	\$29.36
\$20.00	\$29.95
\$20.50	\$30.54
\$21.00	\$31.12
\$21.5	\$31.7
\$22.0	\$32.3
\$22.5	\$32.9
\$23.0	\$33.5
\$23.5	\$34.1
\$24.0	\$34.6
\$24.5	\$35.2
\$25.0	\$35.8

Teacher rate

Licensed Sub (Day rate)	School Charge (Day rate) - Flat margin
\$180.00	\$249.05
\$190.00	\$260.78
\$200.00	\$272.50
\$210.00	\$284.23
\$220.00	\$295.95
\$230.00	\$307.68
\$240.00	\$319.40

The Introduction Fee (temp to perm) shall be \$3500 for a Certified Teacher or \$3,000 for Non-Certified Teacher/Paraprofessional. This fee is payable when an educator who has worked at a School on an Assignment is subsequently hired directly by the School or engaged through another staffing firm within twenty-four (24) weeks of the end of any of their Assignments with the School. This fee shall be reduced by \$21 (teacher) /\$18 (aide) for every full day an educator works in the District via Zen Educate. After 166 days of booking the aide is free to become a permanent member of staff.

Supplementary charges will be added if an aide is required to be CPI trained by Zen Educate. This would be the hours worked by that aide whilst doing the training plus the cost of their CPI workbook.



Zen Educate Inc.
2136 Ford Parkway
5208
Saint Paul
Minnesota
55116
sam.harper@zeneducate.com

Supplementary Charges:

The following supplementary charges apply based on selected billing terms:

- **Standard Billing Terms (Included):**
 - Weekly Invoice Frequency
 - 30-Day Pay Periods
- **Extended Billing Terms:**
 - Monthly Invoice Frequency: +\$1/hour to Zen Educate school charge
 - 45-Day Pay Periods: +\$1/hour to Zen Educate school charge

Zen Educate Inc Bank Details

Payment should be made to :

Name: Zen Educate Inc

Bank: Silicon Valley Bank

Routing 121140399

Account 3303653138

Checks should be mailed to:

Address for check sent via USPS:

Zen Educate Inc.
PO BOX 18429
PALATINE IL 60055-8429

Address for Deposits sent via Courier (FedEx, UPS, etc.):

Zen Educate Inc.
LBX 18429

5505 N CUMBERLAND AVE STE 307

CHICAGO IL 60656-1471