

**TEACHERS ON RESERVE LLC  
SCHOOL SERVICE AGREEMENT**

This School Service Agreement (“*Agreement*”) is entered into on \_\_\_\_\_ (the “*Effective Date*”) by and between the “*School*” (specifically identified at the signature line of this Agreement) and Teachers On Reserve LLC, a California limited liability company (“*TOR*”) as follows:

1. **Services.** Pursuant to the terms and conditions of this Agreement, TOR agrees to provide to the School qualified individuals (each, a “*Teacher*”, and collectively, “*Teachers*”) to render services as a teacher to the School’s students as set forth in this Agreement (the “*Services*”).

1.

2. **Term.** This Agreement commences on the Effective Date and will continue in full force and effect until the **one year** anniversary of the Effective Date (“*Initial Term*”) and shall automatically renew for additional one (1) year terms (each, a “*Renewal Term*”), unless one of the parties provides the other written notice of its intent not to renew at least ninety (90) days prior to a renewal or as otherwise provided for herein (collectively, the “*Term*”).

a. **TOR's Right to Terminate.** TOR may terminate this Agreement by providing notice to School, if School:

- (i) fails to pay any amount when due under this Agreement (“*Payment Failure*”) and the failure continues for five (5) of School’s business days after School’s receipt of notice of nonpayment; or
- (ii) breaches any provision of this Agreement (other than a Payment Failure), and either the breach cannot be cured or, if the breach can be cured, it is not cured by School within ten (10) of School’s business days after School’s receipt of notice of such breach.

Any termination under this Section 2.a is effective on School’s receipt of TOR’s notice of termination or any later date set out in the notice.

b. **School’s Right to Terminate.** School may terminate this Agreement by providing written notice to TOR, if TOR:

- (i) breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by TOR within ten (10) days after TOR’s receipt of written notice of such breach; or
- (ii) becomes insolvent or files, or has filed against it, a petition for voluntary or involuntary bankruptcy or under any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property, or is generally unable to pay its debts as they become due.

Any termination under this Section 2.b is effective on TOR’s receipt of School’s notice of termination or any

later date set out in the notice.

c. **Effect of Termination.** The expiration or earlier termination of this Agreement does not affect any rights or obligations that:

- (i) are to survive the expiration or earlier termination of this Agreement; or
- (ii) were incurred by the parties before the expiration or earlier termination.

2. **School Contact; Assigned Duties and Procedures.** The School agrees to assign a staff person to act as a contact for each Teacher and provide such Teacher with lesson plans and/or information about the Teacher's assigned duties and the School's discipline, accident and emergency procedures, prior to the Teacher starting the assignment at the School.

3. **Assignments; Scheduling.** All Teacher assignments are to be scheduled through the TOR office, even the continuation of existing assignments with the School. The School agrees not to ask any Teacher for his or her telephone number to schedule assignments with them directly; Teachers are not at liberty to make such scheduling decisions. TOR will make every effort to assign a Teacher requested by the School provided TOR has sufficient notice to do so and the requested Teacher is available.

4. **Arrival Time; Minimum Assignment.** Assignments are to be scheduled with the arrival/start time the Teacher is expected to arrive in the school office to sign in (TOR recommends at least 15 minutes prior to the actual class start time), and a stop time when the assignment is to end. The School shall be billed for the approved hours on the time sheet, which reflect the assignment hours requested by the School (including all breaks). TOR's minimum assignment is four hours per day. Assignments that are less than four hours per day will be billed at the four-hour minimum.

5. **Wage and Hour Rules; Meal/Rest Breaks.** School must comply with all applicable state and federal wage and hour rules. For example, Teachers will be paid including at overtime rates for all hours worked in excess of eight per day or 40 per week. In addition, Teachers must be provided the opportunity to take meal and rest breaks in accordance with the law. Without limitation, in an eight-hour shift, Teachers must have the opportunity to take at least a 30-minute paid, duty-free meal period that takes place before the end of the fifth hour after commencing work. In addition, Teachers must receive a paid ten-minute rest period for every four hours worked or major fraction thereof. In the event School denies a Teacher a required meal or rest period, School must inform TOR and, in addition to any other remedies available to TOR, School will be billed an additional hour of pay for each denied meal/rest period to cover the penalty due to Teacher in accordance with California law.

6. **Assignment Changes; Dismissals.** The School may extend or terminate a Teacher's assignment for any reason by calling TOR immediately if there is a change in the Teacher's original assignment's hours or days, or job duties or if the School is not satisfied with the assigned Teacher's performance. If the School dismisses a Teacher after the Teacher arrives, but before the originally requested ending time due to scheduling changes for that day, emergency school closure or any unplanned schedule change, the School will be billed for the full hours originally requested for that day. In the event the School requests termination of a

Teacher because of its dissatisfaction with such Teacher's performance due primarily to the Teacher's inappropriate behavior at the School, School will not be billed for any time following such termination.

7. **Cancellations.** The School may cancel a Teacher's assignment the day prior to the Teacher's start date without incurring any cost. If the School wishes to cancel a booked Teacher's assignment on the start date, TOR will make every effort to rebook the Teacher on another assignment but, if that is not possible, TOR will bill the School for the original hours of the Teacher's assignment. In this case, the School is free to use the substitute teacher in any similar assignment to the original.

8. **Changes in Teacher Duties.** If the School uses an assigned Teacher in any capacity other than what was originally requested, the School will be billed at the rate of the original request, with the exception of the following: If an assigned Teacher was originally scheduled in a non-credentialed/certificated capacity or in a non-Special Education position, and that Teacher was used to substitute in a credentialed or Special Education capacity, the School will be billed at the higher rate for that type of assignment.

9. **Preparation Time.** If a School requests a Teacher for a multiple day (or long-term assignment) who will be required to do lesson planning, material preparation and/or grading, the School agrees to provide preparation time for such Teacher during the regularly scheduled hours of such Teacher's assignment. However, if enough preparation time is not (or cannot be) provided during the regularly scheduled hours of the Teacher's assignment, the School will be billed for additional hours, including time and a half for work which exceeds 8 hours per day or 40 hours per week. The School and TOR must approve additional preparation hours prior to implementation.

10. **Long-term Assignments.** Long-term Teacher assignments, which are defined as any assignment of any Teacher (including, but not limited to, "teacher," "co-teacher," "teacher assistant (or "TA")," "administrator," "translator," "tutor," "after school care," or "clerical") that is longer than 10 consecutive days, will be billed at the long-term rate. If a Teacher assignment starts out as less than 10 days but is extended and becomes longer than 10 days, the long-term rate will be retroactively applied by TOR to begin the first day the Teacher assignment started at the School.

11. **No Operation of Vehicles.** Teachers are not allowed to drive their own vehicles or the School's vehicles at any time while on an assignment with a School.

12. **Liability. Indemnification.**

a. **Liability.** The School will be liable for accidents or injuries to children, Teachers or other TOR employees that occur due to the School's negligence or non-compliance with required OSHA, applicable State and Federal Labor Laws, licensing, adult/child ratio, health, fire, or safety standards. TOR reserves the right to remove its Teachers and other employees from any assignment that TOR becomes aware does not meet these guidelines.

- b. Indemnification by School.** The School shall indemnify, defend and hold harmless TOR and its agents, employees, subcontractors or anyone employed directly or indirectly by it (“*TOR Indemnitees*”) from and against all claims, demands, actions, suits allegations, liabilities, prosecutions, losses, damages, court costs, and all other expenses (including without limitation reasonable attorneys’ fees) (collectively, “*Claims*”) of every nature or character based upon, resulting from or arising out of or related to the below:
- i. any breach by School or any School Indemnatee (defined below) of any representation, warranty, covenant or obligation of School or any School Indemnatee under this Agreement;
  - ii. any negligent or more culpable act or omission of School or any School Indemnatee in connection with the performance of this Agreement; or
  - iii. any failure of School or any School Indemnatee to comply with any applicable law, rule, regulation, statute, ordinance or administrative order related to this Agreement or the Services.
- c. Exceptions and Limitation on Indemnification by School.** Notwithstanding anything to the contrary contained in this Agreement, School is not obligated to indemnify or defend a TOR Indemnatee against a Claim if such Claim or corresponding losses arise out of or result from TOR’s or TOR Indemnatee’s:
- i. negligence or more culpable act or omission (including, without limitation, reckless or willful misconduct); or
  - ii. bad faith failure to materially comply with any of its obligations set forth in this Agreement.
- d. Indemnification by TOR.** TOR shall indemnify and hold harmless School and its board members, administrators, employees, agents, subcontractors or anyone employed directly or indirectly by it (“*School Indemnitees*”) from and against all Claims of every nature or character based upon, resulting from or arising out of or related to the below:
- i. any breach by TOR or any TOR Indemnatee of any representation, warranty, covenant or obligation of TOR or any TOR Indemnatee under this Agreement;
  - ii. any negligent or more culpable act or omission of TOR or any TOR Indemnatee in connection with the performance of this Agreement; or
  - iii. any failure of TOR or any TOR Indemnatee to comply with any applicable law, rule, regulation, statute, ordinance or administrative order related to this Agreement or the Services.
- e. Exceptions and Limitation on Indemnification by TOR.** Notwithstanding anything to the contrary contained in this Agreement, TOR is not obligated to indemnify or defend a School Indemnatee against a Claim if such Claim or corresponding losses arise out of or result from the School’s or School Indemnatee’s:
- i. negligence or more culpable act or omission (including, without limitation, reckless or willful misconduct); or
  - ii. bad faith failure to materially comply with any of its obligations set forth in this Agreement.

13. **Direct Placement.** Should the School want to hire any Teacher who was introduced to the School by TOR for a permanent hire of any duration, in any educational capacity (including but not limited to teacher, assistant teacher, tutor, camp counselor, after school care, etc.), the School will be responsible for paying TOR the standard Hiring Release Fee (defined below) of 17% of such Teacher’s annual salary.

14. **Temp-to-Perm Hire.** Should the School want to hire any Teacher they have used in a long-term substitute capacity, on a permanent or short-term basis in any educational capacity (including but not limited to teacher, assistant teacher, tutor, camp counselor, after school care, etc.), the School will be responsible for paying TOR a Hiring Release Fee as set forth below. The School is to notify TOR to arrange for release of each particular Teacher that the School desires to hire directly.

- a. **Hiring Release Fee.** The standard hiring release fee for any Teacher which a School must pay to TOR is 17% of such Teacher's annual salary (the "**Hiring Release Fee**"). The terms and conditions of the Release and Hiring Fee may be reduced based on the number of hours such Teacher has been continuously assigned to the School. A release agreement will be prepared by TOR and sent to the School to be mutually signed.
- b. **Temporary-to-Full Time Placement Release Fee Credit:** If a Teacher a School desires to hire has worked more than 160 continuous hours (on the same assignment) at such School, the School will be eligible for a credit to reduce the applicable Release Fee for that particular Teacher. The Release Fee will be prorated based on the total number of hours of substitute work in accordance with the following schedule:

160-240 hours—13% of the Annual Salary  
240-320 hours—10% of the Annual Salary  
320-400 hours— 7% of the Annual Salary  
400-480 hours—5.5% of the Annual Salary  
Over 480 hours—4% of the Annual Salary

15. **Payments.** Payment to TOR for Services rendered by any Teacher is due upon the School's receipt of a TOR invoice listing all assignments for the previous week. Invoices shall be submitted by TOR on a weekly basis.

A 1.5% late charge will be added to all invoices over 30 days old from the School's receipt of date of each such invoice. TOR's preferred method of payment is by electronic/digital payments. Please contact TOR Chief Operating Officer, Skye McKenzie, at 800-457-1899 (ext. 5) or [smckenzie@teachersonreserve.com](mailto:smckenzie@teachersonreserve.com) for information on how the School may pay invoices electronically.

16. **Termination of Services.** Failure of the School to abide by the material terms and conditions set forth in this Agreement may result in immediate termination of Services and/or legal action taken by TOR.

17. **Credential Information; Background Clearances; Tuberculosis Tests.**

- a. TOR will only provide the School with Teachers who have a criminal background clearance and the appropriate licenses, certifications, qualifications (as predetermined and/or, determined on a case-by-case basis by the School) as of the date of any such Teachers' assignment to the School, and other requirements necessary to perform the Services described in this Agreement. TOR will make information relating to an assigned

Teacher's Criminal Background Clearance and Tuberculosis (TB) Clearance dates, and CA Credential Number and expiration dates, if applicable, available on the TOR Portal which is accessible by School

- b. TOR will receive subsequent arrest notifications for its Teachers from the California Department of Justice ("**DOJ**") and take appropriate action in its sole discretion to ensure ongoing safety of students.

18. **Nondiscrimination.** TOR hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of TOR on the grounds of that individual's race; color; gender (including gender identity and gender expression); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

19. **Independent Contractor.** TOR is an independent contractor, not an employee of the School. TOR's Teachers, employees, and/or subcontractors are not the School's employees.

20. **FERPA/IDEA.** This Agreement is entered into by TOR and School in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA). TOR hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and IDEA. TOR agrees not to re-disclose any such personally identifiable information without prior written consent as required by law, or unless re-disclosure is otherwise authorized by law. TOR agrees that nothing in this Agreement may be construed to allow either TOR or School to maintain, use, disclose, or share the personally identifiable information in a manner not allowed under Federal or State law or regulation.

TOR agrees to comply with all applicable laws that require notification of individuals in the event of an unauthorized release of personally identifiable information or other event requiring notification, In the event of a breach of any of TOR's security obligations, or any other event requiring notification under applicable law, TOR agrees to:

- a. Immediately notify School of such event within one business day of TOR's discovery; and
- b. Cooperate with School to inform all such individuals in accordance with applicable laws.

Within thirty (30) days after termination of this Agreement, TOR will return all personally identifiable information that is in written, electronic, or other tangible form, computer memory, or any hard copy records to School as well as purge any copies of the personally identifiable information

**Health Information.** TOR acknowledges that, from time to time during the term of this Agreement, TOR may acquire or have access to protected health information (“*PHI*”) of School’s students, as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and rules promulgated thereunder (the “*HIPAA Rules*”). TOR shall not use or disclose and will cause its employees and/or subcontractors not to use or disclose, PHI, except as necessary to perform the services of this Agreement or as required by law.

21. **Insurance.** TOR will provide School with a Certificate of Insurance evidencing its coverages and policy limits. School may be named as an additional insured upon written request to TOR. School represents that it is self-insured and will provide TOR with a Certificate of self-Insurance.

**Governing Law.** This Agreement is to be construed at all times in accordance with and governed by the laws of the State of California applicable to agreements made and to be performed entirely within such State. Any action to enforce this Agreement shall be brought solely in the courts located in Los Angeles County, California.

28. **Entire Agreement.** This Agreement constitutes the entire understanding between the School and TOR relating to the subject matter contained in this Agreement and it supersedes all prior agreements, understandings and representations, whether oral or written, relating to the subject matter contained in this Agreement.

29. **Force Majeure.** Neither party will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for the School’s obligations to make payments to TOR under this Agreement), when and to the extent the failure or delay is caused by or results from acts beyond the impacted party's (“*Impacted Party*”) reasonable control, including the following force majeure events (each a “*Force Majeure Event*”): (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (iv) actions, embargoes, or blockades in effect on or after the date of this Agreement; (v) action by any governmental authority; or, (vi) national or regional emergency. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of the Force Majeure Event are minimized. The Impacted Party will resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 15 days following notice given by it under this Section 20, the other party may thereafter terminate this Agreement on three days’ notice.

30. **Arbitration.** Notwithstanding the foregoing, any dispute arising out of, under or relating to this Agreement, whether in contract, tort, equity or otherwise, and whether relating to the meaning, interpretation, effect, validity, performance or enforcement of this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be resolved by binding arbitration with the arbitration to be conducted in Los Angeles, California and administered by Judicial Arbitration and Mediation Services, Inc., or its successor, pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Both the foregoing agreement of the parties to arbitrate any and all such disputes, claims and controversies, and the results, determinations, findings, judgments and/or awards rendered through any such arbitration shall be final and binding on the parties and may be specifically enforced by legal proceedings in any

court of competent jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall follow any applicable federal law and California state law (with respect to all matters of substantive law) in rendering an award.

31. **Attorneys' Fees.** If any party brings an action or proceeding (including arbitration) involving this Agreement whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "**Prevailing Party**" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

32. **Miscellaneous.** This Agreement may not be amended except in writing signed by each of the parties. Failure to exercise any right under this Agreement shall not constitute a waiver of such right. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect. The rule that a contract is to be construed against the party drafting the contract is hereby waived and shall have no applicability in construing this Agreement or the terms hereof. Furthermore, this Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. This Agreement may be executed in multiple counterparts. Signatures to this Agreement may be communicated and delivered by electronic mail transmission, which shall be effective as delivery of an original. Photographic or electronic mail copies of such signed counterparts may be used in lieu of the originals for any purpose. This Agreement will become effective only upon both parties' signature of this Agreement.

33. **Assignment.** The School shall not assign this Agreement in whole or part, for any purpose, without the written consent of TOR. TOR may assign this agreement in whole or in part and no consent of the School will be required for any such assignment. This Agreement shall be binding upon and inure to the benefit of School and TOR and their respective successors in interest and permitted assigns.

34. **Representations and Warranties.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. School and TOR represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

*[Signature Page Follows]*



**WHEREFORE**, the parties have duly executed this Agreement as of the dates set forth under their respective signatures.

**“SCHOOL”**

\_\_\_\_\_  
Printed Full Legal Name of School

\_\_\_\_\_  
Printed Name and Title of School Representative

By: \_\_\_\_\_

Signature and Title of School Representative

\_\_\_\_\_ Date

**“TOR”**

**TEACHERS ON RESERVE LLC,**

a California limited liability company

By: \_\_\_\_\_

Diane Ventura, CEO

Teachers On Reserve LLC

25350 Magic Mountain Parkway St.300  
Valencia, CA 91355  
Attention: Diane Ventura, CEO

\_\_\_\_\_ Date