

**REDLANDS UNIFIED SCHOOL DISTRICT  
AGREEMENT FOR CONSULTING/PROVIDER SOFTWARE FORM**

INSTRUCTIONS

- 1. FORM:** Fill out agreement form completely, with dates, times, fees, the Consultant's signature and your Site Administrator (and fund administrator, if necessary). Assistant Superintendent, Business Services who is a board authorized contract signer will **co-sign** the documents **AFTER** the Board meeting authorizing the agreement. The signed documents will be returned to you after approval by the board with a copy of your purchase order.
  
- 2. REQUISITION:** Please submit an electronic requisition for consultant payment. **Please send this attachment, Certificates of Insurance and agreement with the requisition number noted on it along the path of the Requisition.** Each approver must see the agreement in order to approve your requisition. Business Services will insert the Board approval date on your requisition after agendizing the agreement. The requisition and agreement **MUST BOTH** be received in Business Services for the Agreement to be agendized. (You DO NOT need to attach a printed copy of the requisition to the agreement.) IF you have any issues obtaining the Property and Liability Insurance or Workers Compensation Insurance please call Purchasing BEFORE submitting your requisition.
  
- 3. CONSULTANT REQUEST FOR PAYMENT FORM:** Please give the consultant/provider a Payment form (also included in this file) for submittal after all services are performed. The Consultant will need to return this payment form to YOUR department and it will need to be signed by an administrator to verify that services have been received. Please complete your site information on this form before you send it to the consultant. If they have their own invoice that is also acceptable for them to use.
  
- 4. IMPORTANT: Agreements for consultant services must be board approved BEFORE services are rendered.** If the agreement forms are submitted to Business **After** the date of service, you **MUST** attach a statement to this agreement form signed by your administrator indicating why this happened.
  
- 5. Assembly Bill 1584:** Software providers MUST fill out and sign Assembly bill 1584 Compliance statement regarding, the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA"). Further, they must state their procedures regarding the protection of client/student information.
  
- 6. Please DO NOT** sign any agreements, proposals, or invoices. Contact the Purchasing Department for further instruction.
  
- 7. PLEASE NOTE:** This form is for outside consultants ONLY. Employees of RUSD or any school district will need to submit a "Request to Employ" form through Human Resources.

\*\*\*\*\*

A **consultant** (from Latin: *consultare* "to discuss") is a **professional** who provides expert advice<sup>[1]</sup> in a particular area such as security (**electronic** or **physical**), **management**, **education**, **accountancy**, **law**, **human resources**, **marketing** (and **public relations**), **finance**, **engineering**, **science** or any of many other specialized fields.

A consultant is usually an expert or an experienced professional in a specific field and has a wide knowledge of the subject matter.

**CONSULTING/PROVIDER SOFTWARE AGREEMENT**

**Redlands Unified School District**

**Phone (909) 307-5300**

**Fax (909) 307-5325**

**THIS AGREEMENT** is made effective on \_\_\_\_\_ and it is made by and between \_\_\_\_\_  
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 \_\_\_\_\_ to \_\_\_\_\_.  
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)

**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: \_\_\_\_\_

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 \_\_\_\_\_, and will diligently, properly and in full compliance perform as required and complete the performance of services by \_\_\_\_\_. 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:**

**DISTRICT:**

\_\_\_\_\_  
 Consultant/Firm Name  
 \_\_\_\_\_  
 Consultant Address  
 \_\_\_\_\_  
 City, State, Zip

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

\_\_\_\_\_  
 (Signature, Authorized Representative)

\_\_\_\_\_  
 (Signature, Authorized Representative)  
 Purchasing Director

\_\_\_\_\_  
 (Telephone)

\_\_\_\_\_  
 Supervisor/ Principal/ District Administrator

\_\_\_\_\_  
 (email address)

\_\_\_\_\_  
 Funding Administrator (if Applicable)

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Date)

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

REDLANDS UNIFIED SCHOOL DISTRICT  
**Privacy Policy**  
Appendix A

TERMINOLOGY

**"District"** refers to a natural person, entity, organization, or agency that has entered into a Provider Services Agreement or the receipt of the Services; as such terms are described below.

**"District Data"** refers to contact information for the District and the District's recipients, which are provided by the District pursuant to the provision of the Services. District Data may or may not include personally identifiable information. District Data is imported from the District's database into the database via a secured connection on the Internet and over encrypted lines using Secure Sockets Layer (SSL).

**"Website Data"** refers to contact information for the District's intended message recipients licensed to a District, pursuant to the provision of the Services. Data may or may not include personally identifiable information.

**"Provider Services Agreement"** refers to the additional written contract executed by, and applicable to, a District in receipt of the Services, either for a fee or no fee. These may be in the form of a Services Agreement, License Agreement, Trial Services Agreement, End User Services Agreement, Promotional Agreement, or any other written agreement between us and the District.

**"District Terms"** refers to the additional terms and conditions which are applicable to a District and which supplement the Software Provider Agreement.

**"Services"** refers to the Services and the Website.

**"Website"** refers to the web sites owned and operated, which include, website associated with the business. Any reference to the Website includes any one, or all, of the aforementioned web sites, or any other Uniform Resource Locator ("**URL**") addresses with which replaces or adds to, the aforementioned URLs.

**"ACCEPTABLE USE"** refers to our policy on the acceptable use of the Services.

**"User"** refers to any natural person, entity, organization or agency which uses the Website and/or the Services. Accordingly, a User may, or may not, be a District.

**NOTE:**

- Except as expressly stated otherwise in this PRIVACY POLICY, the singular includes the plural and the plural, the singular.
- Any reference to the requirement for 'written permission', 'written consent', or 'written authorization', refers expressly to written permission from the Chief Executive Officer.

Redlands Unified School District  
**PRIVACY POLICY**

**1. WHAT INFORMATION WE ALLOW YOU TO ACCESS:**

- a. **Personally Identifiable Information.** When you provide hosted services to the District, you will have access to District Data. Depending on your agency, organization, or entity, that District Data will vary and may include, a name, physical or electronic mail address, telephone number, or any other identifier that permits the physical or online contacting of a specific individual. When you receive District Data via a data extract or a data export process, you are given consent to the collection, use, and disclosure of District Data pursuant to the provision of the Services and in accordance with this PRIVACY POLICY.
- b. **Non-Personally Identifiable Information.** This refers to information that does not by itself identify a specific individual. The District may allow access to certain information about a User based upon the user's visit to your Website. This information may include a web site's Uniform Resource Locator ("**URL**") recently visited, the URL visited next, the browser being used, and the Internet Protocol ("**IP**") address. A URL is the global address of documents and other resources on the World Wide Web. An IP address is an identifier for a computer or device on a Transmission Control Protocol/Internet Protocol ("**TCP/IP**") network, such as the World Wide Web. Networks like the Web use the TCP/IP protocol to route information based on the IP address of the destination.

**2. HOW YOU MAY USE THE INFORMATION YOU COLLECT:** Broadly speaking, District Data you may collect must be related to the purposes pursuant to the provision of the Services and in accordance with the Provider Services Agreement. You may also use District Data to assist with administrative notices, to troubleshoot problems and enforce the Provider Services Agreement and Policies. You are not to contact anyone other than the Redlands Unified School District for these purposes.

**3. WITH WHOM YOU ARE ALLOWED TO SHARE DISTRICT INFORMATION:**

You are not to sell, trade, or rent District Data to others.

- a. **Service Providers.** You may allow access to District Data to affiliates, services providers, partners and other third parties through your contractual arrangements. You may allow service partners to use District Data to operate your services and to facilitate the delivery of Services. We require our service providers to handle District Data and information in a manner that does not violate this PRIVACY POLICY.
- b. **Law Enforcement.** If required by law enforcement or judicial authorities, you may provide District Data to the appropriate governmental authorities. You may only disclose District Data upon receipt of a valid court order or subpoena.

**4. FERPA:** In accordance with the PROVIDER SERVICES AGREEMENT all data must be transmitted, accessed, maintained, secured, and released shall be in conformance with the requirements of the Family Educational Rights and Privacy Act (FERPA).

**5. THE FOLLOWING SECURITY PRECAUTIONS MUST BE IN PLACE TO MITIGATE THE LOSS, MISUSE, OR ALTERATION OF INFORMATION:**

- a. **Information Security.** All data transmitted to and from the District utilizing Secure Sockets Layer (SSL).
- b. **Internet Packet Security** - Services must utilize Secure Sockets Layer (SSL) in conjunction with multiple layers of firewalls, monitoring, and audit tools.
- c. **Physical Security** - All District Data must be maintained at a data center with 24/7 video and human surveillance. Access to data must be limited to specific authorized personnel. Data facilities should have redundant power feeds and redundant data connectivity.
- d. **Data Security** - All database servers must be behind a firewall and be secured on a separate VLAN. Only a limited number of staff with specific permission levels should be permitted access to the database. Access to the database should be limited to specific IP addresses.

**8. IF COOKIES ARE USED:** If cookies are used, they must be used for the purposes of facilitating and customizing the use of the Website. Cookies must not be used to capture individual e-mail address or any personally identifying information about the user.

**9. CHANGES TO PRIVACY POLICY** This agreement may be modified or amended in whole or in part only by an amendment in writing specifically referencing Appendix A.

**10. EFFECTIVE DATE** This PRIVACY POLICY is effective with the same duration as the **Provider Services Agreement**.

Redlands Unified School District  
**ASSEMBLY BILL 1584 COMPLIANCE**

**WHEREAS**, the Local Education Agency (LEA) and the Service Provider entered into an agreement for technology services titled \_\_\_\_\_ ("Technology Services Agreement") on \_\_\_\_\_ and any addenda  
insert original contract title date  
on \_\_\_\_\_;  
date

**WHEREAS**, the LEA is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

**WHEREAS**, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

**WHEREAS**, the LEA and the Service Provider desire to have the Technology Services Agreement and the services provided comply with AB 1584.

**NOW, THEREFORE**, the Parties agree as follows:

1. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference.
2. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
3. Pupil records<sup>1</sup> obtained by Service Provider from LEA continue to be the property of and under the control of the LEA.
4. The procedures by which pupils may retain possession and control of their own pupil generated content are outlined as follows: (insert procedure)
5. The options by which a pupil may transfer pupil-generated content to a personal account include: (insert procedure)
6. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol: (insert procedure)
7. Service Provider shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by the following measures: (insert procedure)
8. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure: (insert procedure)
9. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Technology Services Agreement.
10. Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider upon completion of the terms of the Technology Services Agreement, except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil generated content to a personal account. Such certification will be enforced through the following procedure: (insert procedure)
11. LEA agrees to work with Service Provider to ensure compliance with FERPA and the Parties will ensure compliance through the following procedure: (insert procedure)

<sup>1</sup> Pupil records include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil records does not include not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information, (2) demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.



REDLANDS UNIFIED SCHOOL DISTRICT  
PROVIDER REQUEST FOR PAYMENT

To: Administrator of \_\_\_\_\_ / District Office Date: \_\_\_\_\_  
site

**DEPARTMENT:**

**STREET ADDRESS:**

**CITY:**                      **STATE:**                      **ZIP:**

**From:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_  
CONSULTANT NAME

Date/s of Service: \_\_\_\_\_ to \_\_\_\_\_ P.O. # \_\_\_\_\_

Description of Service:

Payment is requested for \_\_\_\_\_ (# of days, hours, etc) at the rate of \_\_\_\_\_  
per \_\_\_\_\_ in the total amount of \_\_\_\_\_

This claim is for (check one):     Partial Payment                       Final Payment

The following certificate must be completed by individual consultants (consultant firms should disregard it):

I certify that I am  / I am not  (check one) drawing pay as a retired member of the California State Teachers' Retirement System (STRS). If an employee of a federal, state, or local government agency, I certify that all services for which payment is now being claimed were rendered at time other than my regular assigned workday for that agency.

\_\_\_\_\_  
Signature of Provider

**SOCIAL SECURITY #/TAX I.D. NUMBER**  
(W-9 attached must be completed for payment to be processed)

PROVIDER SERVICES AGREEMENT AUTHORIZATION OF PAYMENT

I hereby certify that the above named consultant has performed services as claimed and is entitled to payment as specified above.

\_\_\_\_\_  
Authorized Signature (Administrator/Principal/District Administrator)

\_\_\_\_\_  
Date

**Provider shall send request for payment to Originating Department/Site.**

**DEPARTMENT/SITE SHALL SEND COMPLETED / SIGNED REQUEST FOR PAYMENT FOR PAYMENT TO ACCOUNTS PAYABLE**

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> <b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>	Requestor's name and address (optional)
	<p><b>6</b> City, state, and ZIP code</p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>					-	-		
-	-							
<b>OR</b>								
<b>Employer identification number</b>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td></td> <td></td> <td></td> </tr> </table>					-			
-								

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Agent/Insurance Company	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (                      )                      FAX (A/C, No): E-MAIL ADDRESS:  <b>INSURER A:</b> Insurance Company Name <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Name/Address of vendor	NAIC #

**COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X	<b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X			08/20/2024	08/20/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
		<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO  <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						<input type="checkbox"/> UNINSURED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident)  PROPERTY DAMAGE (Per accident)
		<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE  AGGREGATE
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE    Y/N  OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT  E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
		<input type="checkbox"/> PROFESSIONAL LIABILITY <input type="checkbox"/> CYBER LIABILITY						EACH CLAIM AGGREGATE

SAMPLE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

<b>CERTIFICATE HOLDER</b>  Redlands Unified School District, 20 W Lugonia Ave., Redlands, CA 92374	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--