REDLANDS UNIFIED SCHOOL DISTRICT AGREEMENT FOR CONSULTANT SERVICES FORM FOR USE WITH OTHER SCHOOL DISTRICTS/COUNTY SUPERINTENDENT OF SCHOOLS/COUNTY OR CITY ENTITIES FOR OVER \$5000

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 (CBO) 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. CONSULTANT QUALIFICATIONS:** Please give a brief summary of consultant's qualifications below both in education and experience, and the name of the management code/funds to be charged.
- **3. REQUISITION:** Please submit an electronic requisition for payment of consultant. Please send this attachment 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.)
- 4. **CONSULTANT REQUEST FOR PAYMENT FORM:** Please give the consultant a Payment form (also included in this file) for submittal after services are performed. 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 info on this form before you send it to the consultant.
- 5. **IMPORTANT:** Agreements for consultant services must be Board approved BEFORE services are rendered. If the agreement forms are submitted to Business **AFTER** date of service, you **MUST** attach a statement to this agreement form signed by your administrator indicating why this happened.

6. PLEASE NOTE: This form is for outside consultants ONLY. Employees of RUSD or any school district will need to

CONSULTING AGREEMENT

Contract for Other School Districts/County Superintendent Of Schools/County or City Entities Consultant Agreement (>) \$5,000.00

PO # Req #

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 "Consultant," 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. 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: Please check if applicable: A statement of work is attached. A specification is attached. 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. ____, and will diligently, properly 2. The Consultant will commence providing services under this Agreement on and in full compliance perform as required and complete the performance of services by ____ _ . Time shall be of 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 92399. 3. 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 or any other purpose. 4. 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. 5. 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 \$...

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

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:

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.

- 6. 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. 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:

- (a) Consultant, to the extent permitted by law, agrees to indemnify and hold harmless the District, its officers, agents, employees and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from Consultant's negligent acts or omissions which arise from Consultant's performance of its obligations under this Agreement.
- (b) The District, to the extent permitted by law, agrees to indemnify and hold harmless Consultant and its officers, employees, agents and volunteers from any and all claims, actions, losses or damages and/or liability arising out of the District's performance of its obligations under this Agreement.
- 10. It is acknowledged that the school district, County Superintendent of Schools, county or city are insured and will maintain that insurance during the time period of this agreement.
- 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. This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
- 13. 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.
- 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; and
 - c) Effect other changes as required by law.
- 16. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.
- 17. 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.

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

Consultant:	District:
	Redlands Unified School District
Consultant/Firm Name	20 West Lugonia Ave. Redlands, CA 92374
Consultant Address	
City, State, Zip	Assistant Superintendent, Business Services Chief Business Official
(Signature, Authorized Representative)	Supervisor/ Principal/ District Administrator
(Telephone)	-
(email address)	Funding Administrator (if Applicable)
(Date)	(Date)

District Requisition number: ______ P.O. number ____ Attachment: Certification by Contractor Criminal Records Check

CERTIFICATION BY CONTRACTOR/CONSULTANT CRIMINAL RECORDS CHECK AB 1610, 1612 and 2102

(only needed if working unsupervised with students)

To the Governing Board of Redlands Unified School District:

I,certify that:	
1. I have carefully read and understand the Notice to Cont Checks (Education Code Section 45125.1) required by the	
2. Due to the nature of the work I will be performing for the contact with students of the District.	ne District, my employees may have
3. None of the employees who will be performing the work serious felony as defined in the Notice and in Penal Code was made by a fingerprint check through the Department	Section 1192.7 and this determination
I declare under penalty of perjury that the foregoing is tru	ie and correct.
Executed at, California on Location/City Date	
	Signature
	Name
	Title
	Address

Telephone

REDLANDS UNIFIED SCHOOL DISTRICT CONSULTANT REQUEST FOR PAYMENT

To: Administrator o	f	/	District Office	Date:	
DEPARTMENT:					
STREET ADDRESS	:				
CITY:	STATE:	ZIP:			
From:	CONSULTANT NAM	E	PHONE:		
Date/s of Service: _		to	P.O. # _		
Description of Servi	ce:				
Payment is reques per in	ted for the total amou	int of	(# of days, hour	s, etc) at the rate of	_
This claim is for (ch	eck one): 🗆 Pa	artial Payment	: □ Final Paym	ent	
The following certifica	te must be comp	leted by individ	ual consultants (consult	ant firms should disregard it):	
Retirement System (S	TRS). If an empl	oyee of a federa	l, state, or local govern	nember of the California State Teacher ment agency, I certify that all services f gular assigned workday for that agency	or
Signature of Consulta	nt			curity #/TAX I.D. NUMBER must be completed for processed)	
DISTRICT AUTHORIZA	ATION OF PAYME	<u>NT</u>			
I hereby certify that specified above.	the above name	d consultant ha	s performed services a	s claimed and is entitled to payment a	as
Authorized Signature	(Administrator/Pi	rincipal/District	Administrator)	Date	

Consultant shall send request for payment to Originating Department/Site.

DEPARTMENT/SITE SHALL SEND COMPLETED / SIGNED REQUEST FOR PAYMENT

Department of the Treasury

Request for Taxpayer Identification Number and Certification

requester. Do not send to the IRS.

Give Form to the

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	1	Name (as shown	on your income t	tax returnj. Name is rec	quired on this line; do n	ot leave this line blank.													
	2 Business name/disregarded entity name, if different from above														_				
e. ms on page 3.	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.										4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):								
	L	Individual/sol single-memb	al/sole proprietor or C Corporation S Corporation Partnership Trust/estate number LLC									Exempt payee code (if an							
충		Limited liabilit	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶																
Print or type. Specific instructions	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.											Exemption from FATCA reporting code (if any)							
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o	6	City, state, and 2	IP code																
	7	List account nun	nber(s) here (optio	onal)											_				
Par	tl	Taxpa	yer Identific	ation Number	(TIN)										_				
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3. I an	18	U.S. citizen or	other U.S. perso	on (defined below);	and														
4. The	F	ATCA code(s) e	ntered on this fo	orm (If any) Indicatin	g that I am exempt	from FATCA reportir	ng Is cor	rrect.											
you ha	ve	falled to report	all interest and d	dividends on your tax	réturn. For real estat	fied by the IRS that yo e transactions, Item 2 s to an individual retir	2 does n	ot app	píly. F	or mo	tgage	Interes	st pald,	•	198				

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.

U.S. person ▶ General Instructions

Signature of

Section references are to the Internal Revenue Code unless otherwise

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.

Purpose of Form

Sign

Here

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)

Date ▶

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuttion)
- . 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 allen), 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).

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		CLAIMS-MAI	DE	X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$50		000		
											MED EXP (Any one person)	\$5,00	0		
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		ANTAUTO		SCHEDULED AUTOS							BODILY INJURY (Per accident)				
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AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE										STATUTE ER E.L. EACH ACCIDENT					
OFFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below PROFESSIONAL LIABILITY					II										
											E.L. DISEASE - EA EMPLOYEE				
					TIONS below						E.L. DISEASE - POLICY LIMIT				
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CYBER LIABILITY										AGGREGATE					
DES	CRIPT	TION OF OPERATION	ONS /	LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Sche	dule, may b	e attached if mo	ore space is requi	red)				
CEI	RTIF	ICATE HOLDE	R					CANC	ELLATION						
										HE ABOVE DES	CRIBED POLICIES BE CANO	CELLED	BEFORE		
Redlands Unified School District ,									THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						

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20 W Lugonia Ave, Redlands, CA 92374

AUTHORIZED REPRESENTATIVE