

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 submit a "Request To Employ" form though Human Resources.

MEMORANDUM

Req # _____ From: DEPARTMENT/SITE School/Dept. Code: _____ Fund: _____
 (management code)

<p><u>Consultant Qualifications:</u></p>

CONSULTING AGREEMENT

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

THIS AGREEMENT is made effective on **January 1, 2004**, and it is made by and between **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:

Describe Services Here

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.

- 2. The Consultant will commence providing services under this Agreement on **January 1, 2004**, and will diligently, properly and in full compliance perform as required and complete the performance of services by **January 1, 2005**. 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

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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 \$_____.

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, workers 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.

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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.

REDLANDS UNIFIED SCHOOL DISTRICT

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

CONSULTANT:

DISTRICT:

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

Redlands Unified School District
20 West Lugonia Avenue
Redlands, CA 92374

(Signature, Authorized Representative)
Signer's Name
Title

(Signature, Authorized Representative)

Assistant Superintendent, Business Services
Chief Business Official

Tax ID
(Federal ID number)

Supervisor/Principal/ District Administrator

Telephone Number
(Telephone)

Funding Administrator (if applicable)

Email Address
(Email Address)

(Date)

(Date)

District Board of Education Approval Date: _____
District Requisition number: _____ P.O. number _____
Attachment: Certification by Contractor Criminal Records Check

REDLANDS UNIFIED SCHOOL DISTRICT
CONSULTANT REQUEST FOR PAYMENT

To: Administrator of **SITE** / District Office

Date: **April 1, 2004**

DEPARTMENT

STREET ADDRESS

CITY, STATE ZIP

From:**CONSULTANT NAME**

PHONE #

STREET ADDRESS

CITY, STATE ZIP

Date/s of Service: **April 1, 2004**

P.O. #

Description of Service: **DESCRIPTION OF SERVICES**

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.

SOCIAL SECURITY #/TAX I.D. NUMBER

Signature of Consultant

(W-9 attached must be completed for
payment to be processed)

DISTRICT 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

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

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