

**REDLANDS UNIFIED SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES FORM
FOR \$5000 and Over**

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. 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 consultant payment. **Please send this attachment, Certificates of Insurance (naming us additionally insured), an 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 agendaizing the agreement. The requisition and agreement **MUST BOTH** be received in Business Services for the Agreement to be agendaized. (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.

4. CONSULTANT REQUEST FOR PAYMENT FORM: Please give the consultant 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.

5. 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.

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 through Human Resources.

MEMORANDUM

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

Consultant ☐ **will** be working individually with students.

(Attach criminal records check form, proof of TB and finger print clearance.)*

☐ **will** be working individually with students while site staff supervises. *

☒ **will not** be working individually with students. *

☐ **will** be working with students more than 5 times. (attach proof of TB test clearance) *

☐ ***Site must run consultant/s thru Meganslaw.ca.gov search if consultant is on a school site.**

A **consultant** (from Latin: *consultare* "to discuss") is a professional who provides expert advice⁽¹⁾ 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.

Redlands Unified School District

Phone (909) 307-5300

Fax (909) 307-5325

THIS AGREEMENT is made effective on 08/08/24, and it is made by and between The Regents of the University of CA o/b
of UC Davis date consultant name
 hereafter called "Consultant OR Contractor," 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. PERIOD OF AGREEMENT: Shall be from 08/08/24 through 06/30/25
 date date
2. 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:
 C-STEM Professional Development for K-12 teachers which consists of 5-Day On-Site (District Office) STEM Workshop that will focus on supporting teachers understanding/integrating C-STEM curriculum and associated technology skills in classroom.

Please check if applicable:



A statement of work is attached.



A specification is attached.



Other attachment described as:

W9 and COI

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 Consultant will commence providing services under this Agreement on 08/08/24, and will diligently, properly date and in full compliance perform as required and complete the performance of services by 6/30/25. Time shall be of date 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 92374.
4. INDEPENDENT CONTRACTOR: 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, State Unemployment Compensation or Worker's Compensation, or any other purpose.
5. 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.
6. PAYMENT: 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: \$ 28,000.00 (dollar amount).

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: N/A

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

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.

Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.

7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
8. **TERMINATION:** The District may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
9. **INDEMNIFICATION:** The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
 - b. Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
 - c. Any and all claims under worker's compensation acts and other employee benefit acts with respect to Consultant's employees or sub Consultant(s) arising out of Consultant's work under this Agreement.
 - d. Any and all loss, liabilities, actions, judgments, interest awards, reasonable attorneys' fees, costs, fines, penalties, damages or expenses from any third party claim against the District arising out of or resulting from Provider's failure to comply with any of the obligations under Section 8 of this Agreement.

The Consultant, at the Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit or other proceedings as a result thereof.

10. **MINIMUM INSURANCE REQUIREMENTS:** Consultant shall obtain and maintain the policies of insurance or equivalent program of self insurance and limits as shown below for the duration of this Contract.

- a. Commercial General Liability insurance with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate, unless otherwise agreed in writing by the District.
- b. Automobile liability insurance in an amount not less than \$1,000,000 per accident for all owned, hired and non-owned vehicles.
- c. Workers Compensation as required under California State law.
- d. Professional Liability insurance in an amount not less than \$5,000,000 per occurrence. Such insurance coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this Agreement.
- e. If Consultant may be providing services to District on District facilities during the time that District students could be present or if Consultant is providing services to District for the benefit of District student, Consultant shall provide specific coverage for Abuse or Molestation with limits not less than \$2,000,000 per occurrence and \$5,000,000 aggregate either by separate policy or by an endorsement to User's Commercial General Liability coverage.
- f. The Provider shall provide a Certificate(s) of Liability Insurance using ACORD Form 25, indicating the required insurance coverages within ten (10) days of the effective date of this Agreement NAMING THE DISTRICT AS ADDITIONAL INSURED on the Commercial General Liability policy using endorsements CG 20 10 and CG 20 37.
- g. The policies indicated in paragraphs 10.a., 10.b. 10.c. 10.d. and 10.e. shall include a waiver of subrogation endorsement in favor of District.
- h. The policies indicated in paragraphs 10.a. and 10.b. shall include a primary, non-contributory endorsement in favor of District or District's insurance or self-insurance program.

- ☒ Certificate of Insurance Attached with endorsements as specified
- ☐ 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
- ☐ **Site must run consultant/s thru Meganslaw.ca.gov search if consultant is on a school site. Site shall attach proof of this to contract**

11. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.

12. ASSIGNMENT: This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.

13. COMPLIANCE AND CERTIFICATION: The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement. The consultant and any of its employees and/or sub Consultant(s) are NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency.

14. The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this Agreement.

15. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:

- a. Increase dollar amounts
- b. Effect administrative changes
- c. Effect other changes as required by law.

16. CONFLICT OF INTEREST: Consultant represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance or services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Consultant. Consultant will take all necessary steps to avoid the appearance of a conflict of interest and shall have duty to disclose to the District prior to entering this Agreement any and all circumstances existing at such time which would pose a potential conflict of interest.

17. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.

18. GOVERNING LAW: This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in San Bernardino County, California.

19. CONFIDENTIALITY: All communications and information obtained by the Consultant from the District relating to this Agreement and all information developed by Consultant under this Agreement are confidential. Should there be a need for the Consultant to maintain on its server(s) and/or other data storage media, personnel and/or student information protected by the Family Educational Rights and Privacy Act Regulations 34 CFR Part 99 (FERPA) or the Health Insurance Portability and Accountability Act (HIPAA), Consultant must take appropriate measures to ensure the security of said information and maintain its confidentiality according to applicable regulations.

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

Consultant:

The Regents of the Univ of CA o/b of UC Davis

Consultant/Firm Name

Business & Revenue Contracts

Consultant Address

One Shields Ave Davis, CA 95616

City, State, Zip

District:

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

Assistant

Superintendent, Business Services
Chief Business Official

(Signature, Authorized Representative)

(Telephone)

pzhuk@ucdavis.edu

(email address)

(Date)

Supervisor/ Principal/ District Administrator

Funding Administrator (if Applicable)

10-9-24

(Date)

District Board of Education Approval Date: _____

District Requisition Number: _____

P.O. Number: _____

**C-STEM ON-SITE TRAINING
AGREEMENT**
(Redlands Unified School District)

THIS AGREEMENT (Agreement) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (University), on behalf of its UC Davis Center for Integrated Computing and STEM Education (Facility) and REDLANDS UNIFIED SCHOOL DISTRICT (Sponsor).

R E C I T A L S

WHEREAS, The Facility has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, the services of the Facility may be extended to non-University users (including, when permitted by University policy, University students, faculty, and staff requesting such services for their personal use) only when, in the sole judgment of University, such action will serve purposes consistent with University's objectives and will not adversely affect the conduct of University activities; and

WHEREAS, the services requested by Sponsor have been determined to serve purposes consistent with University objectives and their provision to Sponsor not to adversely affect the conduct of University activities; and

WHEREAS, Sponsor has determined that the services in question cannot be adequately performed by other agencies or commercial firms; and

NOW, THEREFORE, University shall furnish the following services to Sponsor.

T E R M S A N D C O N D I T I O N S

1. Services. University shall provide C-STEM professional development for K-14 teachers as more fully described in "Exhibit A", attached hereto and incorporated herein. Deliverables shall consist of a 5-Day On-Site STEM workshop that will focus on supporting teacher's understanding of the C-STEM curriculum and associated technology skills as well as how to integrate the curriculum into their classes. University will use Sponsor's name in the University newsletter and web site to create awareness and demonstrate new partnership, and to promote the partnership on closing the achievement gap in STEM education using the C-STEM program. Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
2. Priority of University work. University work always has priority over work to be performed for non-University users.
3. Term. The term of this Agreement shall be from the date of the last signature below through June 30, 2025.

4. Payment. Fees for services by Facility shall be based upon Facility's most recent approved rate of \$28,000 per workshop. The total cost of services shall not exceed \$28,000. University will provide Sponsor 30 days' written notice of any proposed rate change and an option to amend or terminate the agreement. Sponsor shall pay for services within 45 days of Sponsor's receipt of University's invoice. Facility reserves the right to suspend performance of services if Sponsor fails to make payment in full within 60 days.
5. Indemnification. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
 - 5.1. Patent Infringement. Sponsor shall indemnify University, its agents and employees, against all liability (including costs and expenses incurred) for use of any invention or discovery and for the infringement of any Letter Patent (not including liability arising pursuant to U.S. Code section 183, Title 35 (1952) prior to the issuance of Letters Patent) occurring during the performance of this Agreement and resulting from Sponsor's request or instruction that the Facility utilize any device, method, or technique not normally utilized by the Facility.
 - 5.2. Proprietary Rights Indemnity. University represents and warrants that the C-STEM curriculum shall not violate or infringe upon the rights of any third party, including, without limitation, any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind. University shall indemnify, defend and hold harmless Sponsor, its officers, directors, and employees, agents from and against any losses suffered by Sponsor as a result of University's breach of its warranties set forth in this paragraph. University shall defend, indemnify, and hold harmless Sponsor, its officers, directors, employees, agents from and against any claim, demand, challenge, suit, loss, cost, damage, or liability based on any assertion that the C-STEM curriculum or any component or part thereof infringes, misappropriates, or violates any patent right, copyright right, trade secret, or other proprietary right of any third party. Sponsor shall notify University in writing of the initial claim or action brought against it. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within University's control; *provided* that Sponsor shall have the right to participate in the defense of any such infringement claim using counsel of its choice, at Sponsor's expense. No settlement shall be made without notice to, and the prior written consent of, Sponsor.
6. Insurance and Non-Liability of University.
 - 6.1. Both parties shall, at their sole cost and expense, maintain in full force and effect, during the term of this Agreement, self-insurance or insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, to cover any claims, damages, liabilities, costs and expenses (including legal counsel fees) arising out of or in connection with the fulfillment of any of its obligations under this Agreement. University shall have Redlands Unified School District listed as an additionally insured.
 - 6.2. Consequential Damages. University shall not be liable for any loss of profits, claims

against Sponsor by any third party, or consequential damages.

- 6.3. Delay/Desired Result. University shall incur no liability to Sponsor or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform services, or failure to achieve a desired result.
- 6.4. Property Damage. University shall incur no liability to Sponsor or to any third party for loss or destruction of or damage to any materials to be sampled, assayed, or tested, data, equipment, or other property brought upon University premises by Sponsor or delivered to University by Sponsor in connection with this Agreement. Sponsor accepts all liability for risk of loss to any and all such property.
- 6.5. Liability Limitation. University's liability for damages shall not exceed the total of all charges paid by Sponsor.
7. Confidential Information. During the course of this Agreement, Sponsor may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, Sponsor shall submit confirmation in writing within five days of such disclosure.
 - 7.1. University's Obligation. University shall treat Sponsor's Confidential Information in the same manner as University treats its own similar information. Upon Sponsor's written request, University shall use reasonable means to protect Sponsor's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by Sponsor. Should such protection occur, any related costs shall be borne by Sponsor. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
 - 7.2. Exempt Information. Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to Sponsor that Confidential Information is being sought by a third party, to afford Sponsor an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at Sponsor's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon Sponsor's request, University agrees to cease using all Confidential Information and to return it promptly to Sponsor. Further, Confidential Information does not include personally identifiable information of Sponsor's students (Student PII). It is not anticipated that University will have access to Student PII under this Agreement. Should University need access to Student PII to perform its obligations under this Agreement, the parties shall enter into a "Data Use Agreement," in compliance with the Federal Education Rights Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99), prior to release of Student PII to University.
 - 7.3. Time Limitation. University shall not divulge Sponsor's Confidential Information

for a period of three years following termination of this Agreement, or earlier if Sponsor makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.

- 7.4. Disposition of Confidential Information. Upon completion of services or termination of this Agreement, by Sponsor's written request, University shall return any Confidential Information. Absent such request, Facility shall destroy or dispose of it according to its established procedures.
8. Disclaimer of Warranty. University makes no warranty as to results to be obtained by sponsor from the use of any services and/or facilities provided by university under this Agreement. There are no express or implied warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
9. Shipment of Restricted Materials. In the event that Sponsor will be providing materials to be sampled, assayed, or used by University in providing Services hereunder whose shipment would require authorization or permits from governmental authorities (including return of any such materials to Sponsor following completion of Services or termination of this Agreement), application for such authorization or permit shall be solely at Sponsor's initiative, risk, cost, and expense.
10. University's Right to Use Data. University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the services described in Exhibit A.
11. Use of Names. Neither party shall use the name of the other in any form or manner in advertisements, reports, or other information released to the public, except as described in this Agreement, without the prior written approval of the other party. However, each party may, without seeking such written approval, make true and accurate statements of its connection with the other party regarding this Agreement and the terms hereof. Permission for use may be withdrawn at interests of its institution.
12. Termination. Either party may terminate this Agreement at any time by giving the other party 30 Calendar days advance written notice of such action.
13. Notices. Notices shall be directed to the appropriate parties at the following addresses:
- 13.1. Regarding Contract. Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:
- | | |
|---------------------------------|--|
| UNIVERSITY | SPONSOR |
| Paul Zhukotansky | Deepika Srivastava |
| | Redlands Unified School District |
| Business & Revenue Contracts | 20 W Lugonia Avenue |
| University of California, Davis | Redlands, CA 92374 |
| One Shields Avenue | (909)-307-5300 |
| Davis, CA 95616 | |
| E-mail: pzhuk@ucdavis.edu | Email: deepika.srivastava@redlands.k12.ca.us |

- 13.2. Regarding Program/Work. Correspondence or inquiries regarding the substance and progress of work to be performed, or payment for services should be directed to the following addresses:

Program Manager
C-Stem Center
Telephone: (530) 752-9082
E-mail: orders@c-stem.ucdavis.edu
University of California, Davis
One Shields Ave., Davis, CA 95616

14. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
15. Relationship of the Parties. The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this Agreement.
16. Governing Law. This Agreement shall be construed pursuant to California law.
17. Amendment. No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.
18. Severability. If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision remains legal, valid, or enforceable.
19. Entire Agreement. The terms of Sponsor's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

REDLANDS UNIFIED
SCHOOL DISTRICT

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____

Legal Signatory

Date: 10-9-24 _____

Paul
Zhukotansky

Digitally signed by Paul
Zhukotansky
Date: 2024.08.12 11:33:19
+07'00'

Paul Zhukotansky
Analyst/Contract Administrator
Procurement & Contracting Services UC
Davis

Date: _____

The rest of the page has been left blank intentionally.

Redlands Unified School District 5-Day On-Site Professional Development Scope of Work

The UC Davis C-STEM Center will provide professional development for K-14 teachers. The majority of the cost paid to the UC Davis C-STEM Center goes towards preparation and labor we provide as well as meals, mileage and materials.

UC Davis C-STEM Center Responsibilities:

1. The UC Davis C-STEM Center will provide 1 trainer(s) to travel to the designated site.
2. The UC Davis C-STEM Center will cover all meals and lodging for the trainer(s).
3. The trainer(s) is/are required to be onsite to help set up the training half an hour prior to the start time and stay onsite for the entire training.
4. The trainings will be a 5-Day Workshop, and will focus on supporting teacher's understanding of the C-STEM curriculum and associated technology skills as well as how to integrate the curriculum into their classes.

Manteca Unified School District Responsibilities:

1. The contract party will provide a secure location for the training with all the necessary accommodations including a projector and screen, power strips and extension cords so that each participant will have access to an outlet, tables and chairs.
2. The contract party will advertise and recruit up to **30** teachers to attend.
3. The contract party will be in contact with the participants prior to the training to ensure that the participants download all the necessary software ahead of time through a link provided by the UC Davis C-STEM Center.
4. The participating teachers will provide their own laptops to use during the training.
5. The contract party will provide a list of the participants one week prior to the training listing the participants' names, email addresses, associated school, district, grade level taught, subject matter taught and computing experience level.
6. The contract party will pay the Facility a cost of \$28,000. The total cost of services shall not exceed \$28,000.