

Riverside Assessments, LLC dba

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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.



Purchase Order (will be sent after signature and required documents received)



Certificate of Insurance attached with endorsements as specified and naming District as Additionally Insured



Workers Compensation Certificate Attached OR ☐ Sole Proprietor/ **NO** Workers Comp. Certificate Needed



Proof of TB clearance when working with students more than 5 times



Criminal records check...Department of Justice Fingerprint Clearance required before commencement of services, see form attached IF working with students Consultant not working with students



Name of Consultant(s) to be on site: _____ 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:

Riverside Assessments, LLC dba Riverside Insights

Consultant/Firm Name

One Pierce Place, Suite 101C

Consultant Address

Itasca, IL 60143

City, State, Zip



(Signature, Authorized Representative) Scott E. Olson

(800) 323-9540

(Telephone)

contracts@riversideinsights.com

(email address)

November 20, 2024

(Date)

District Board of Education Approval Date: _____

District Requisition Number: _____

District:

Redlands Unified School District 20

West Lugonia Ave. Redlands, CA 92374

Deputy Superintendent, Business Services



Supervisor/ Principal/ District Administrator

Funding Administrator (if Applicable)

(Date)

P.O. Number: _____

ADDENDUM TO THE CONTRACT FOR CONSULTANTS/AGREEMENTS

This Addendum ("Addendum") is made subject to the Contract for Consultants/Agreements ("Agreement"), by and between Riverside Assessments, LLC dba Riverside Insights ("Consultant") and Redlands Unified School District ("District"). This Addendum is effective as of the latest date set forth on the signature page ("Addendum Effective Date"). This Addendum is made subject to and incorporates by reference Consultant's Terms of Use, (available at <https://info.riversideinsights.com/terms-of-use>) (the "Agreement") entered into by and between the Parties. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control; provided, this Addendum will not diminish or otherwise modify the limitations of liability in the Agreement.

1. **Paragraph 7 [unnamed]**. The parties agree to amend Paragraph 7 by deleting the paragraph in its entirety and replacing it with the following:

7. REPORTS AND INTELLECTUAL PROPERTY: 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. Notwithstanding the foregoing, any preexisting intellectual property or proprietary rights, including but not limited to intellectual property rights related to Consultant's assessment products and services, which are owned by Consultant and not specifically developed or created under this Agreement, shall remain the exclusive property of Consultant. 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. However, the District shall not use, publish, disclose, or distribute such materials in any manner that would reveal or expose the Consultant's preexisting intellectual property, proprietary information, or any confidential information disclosed to the District by the Consultant, in a way that would violate the Consultant's rights or position. The District agrees to take all reasonable measures to ensure that the Consultant's IP and confidential information are protected from unauthorized disclosure.

2. **TERMINATION**. The parties agree to amend Paragraph 8 by deleting the paragraph in its entirety and replacing it with the following:

8. TERMINATION: The District may at any time after expiration of District's 30 days written default notice to Consultant, and for any reason suspend performance by the Consultant or terminate this Agreement if Consultant fails to cure or remedy such default. District will compensate Consultant only for products or services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be required 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 customized work product in progress or completed to date including any reports, drafts, electronic information or the like created by Consultant, solely for 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.

3. **INDEMNIFICATION**. The parties agree to amend Paragraph 9 by deleting the paragraph in its entirety and replacing it with the following:

9. INDEMNIFICATION: Subject to the limitations of liability in Consultant's Terms of Use, Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from only third-party claims or demands made, and liability or loss, damage, or expense, arising as a result of the negligent acts or omissions of Consultant, which may be incurred by reason of:

- a. Liability for damages for 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 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 third-party 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 that arose as a result of the negligent acts or omissions of Consultant 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 subject to the limitations of liability in Consultant's Terms of Use therein .

4. **ASSIGNMENT.** The parties agree to amend Paragraph 12 by deleting the paragraph in its entirety and replacing it with the following:

12. ASSIGNMENT: This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party; provided, the Provider may assign its rights and obligations under this Agreement without the District's prior written consent in connection with a merger, acquisition, reorganization, or sale of all or substantially all of Provider's assets.

5. **GOVERNING LAW.** The parties agree to amend Paragraph 18 by deleting the paragraph in its entirety and replacing it with the following:

18. GOVERNING LAW: This Agreement, including the Consultant's Terms of Use, 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.

The parties hereto have each executed this Addendum by their duly authorized representatives, as of the Addendum Effective Date.

Redlands Unified School District

Riverside Assessments, LLC d/b/a Riverside Insights

Signature: _____

Patti Buchmiller

Signature: _____

Scott E. Olson

Print Name: _____

Patti Buchmiller

Print Name: _____

Scott E. Olson

Title: _____

Exec. Director

Title: _____

Funding and Proposal Manager

Date: _____

12-2-24

Date: _____

December 2, 2024

Do Not Pay from Quote

- please submit this Quote with your Purchase Order or email statement to purchase with credit card



Quote

Prepared For

Redlands USD

Redlands USD

20 W Lugonia Ave

Redlands CA 92374-2234

United States

For the Purchase of:

WJ-V Training (3-Full Days)

For additional information or questions, please contact:

Amy Wilkins

amy.wilkins@riversideinsights.com

The name and email above serves as an electronic signature for this quote.

RIVERSIDE INSIGHTS

Attention:

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@service.riversideinsights.com

Do Not Pay from Quote

- please submit this Quote with your Purchase Order or email statement to purchase with credit card

Quote For
Redlands USD

Material No	Title	List Price	Discount %	Sale Price	Quantity	Purchase/ Amount
2001673	In Person 6 Hours Learning Lab Session Recommended for Experienced WJ Users	\$6,950.00	30%	\$4,865.00	3	\$14,595.00
Subtotal						\$14,595.00

Thank you,
Amy Wilkins| Assessment Consultant |
amy.wilkins@riversideinsights.com

Total Discount Amount: \$6,255.00
Total Discount Applied: 30.00%
Subtotal Purchase Amount: \$14,595.00
Shipping & Handling: \$0.00
Sales Tax: \$0.00
Total Cost of Quote (PO Amount): \$14,595.00

RIVERSIDE INSIGHTS

Attention:

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@service.riversideinsights.com

Do Not Pay from Quote*- please submit this Quote with your Purchase Order or email statement to purchase with credit card***Quote For
Redlands USD****Total Cost of Quote (PO Amount) : \$14,595.00**

Thank you for considering Riverside Insights as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Sale. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this Quote with your signed purchase order that matches product, price and shipping charges.
- Provide the exact address for delivery of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - Point of Contact for Print Materials
 - Point of Contact for Digital Materials
 - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct Ship to and Bill to information on the Quote.

Ship To:
Redlands USD
20 W Lugonia Ave
Redlands CA 92374-2234
United States

Bill to:
325021
Redlands USD
20 W Lugonia Ave
Redlands CA 92374-2234
United States

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping terms for your Quote are FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the Riverside Insights Terms of Sale shall apply.
- Make check, money order, or valid purchase order payable to Riverside Assessments, LLC.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution. For greater detail, the complete Terms of Sale may be reviewed here at: <http://www.riversideinsights.com>
Riverside Insights' Return Policy can be found here: [Return Policy \(riversideinsights.com\)](http://www.riversideinsights.com/ReturnPolicy).

Date Of Quote: 10/31/2024**Quote Expiration Date: 12/31/2024****RIVERSIDE INSIGHTS**

Attention:

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@service.riversideinsights.com

10/31/2024

QT075833

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Please submit this form with your purchase order.

Riverside Assessments, LLC d/b/a Riverside Insights is the new name of Houghton Mifflin Harcourt's former clinical and standardized assessment business, which was divested from HMH in October 2018 and is now independent