

**Fax (909) 307-5325**

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:

SBCSS

Consultant/Firm Name

760 E. Brier Drive

Consultant Address

San Bernardino, CA 92408

City, State, Zip

  
(Signature, Authorized Representative)

(909) 386-9510

(Telephone)

amber.arias@sbcss.net

(email address)

08/12/24

(Date)

District Board of Education Approval Date: \_\_\_\_\_

District Requisition Number: \_\_\_\_\_

District:

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

Assistant

Superintendent, Business Services  
Chief Business Official

Supervisor/ Principal/ District Administrator

Funding Administrator (if Applicable)

8-21-2024

(Date)

P.O. Number: \_\_\_\_\_



**AGREEMENT FOR SERVICES  
AGREEMENT NO. 24/25-0397**

**THIS AGREEMENT** is made and entered into this 12<sup>th</sup> day of August 2024, by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter called "**SUPERINTENDENT**", and Redlands USD hereinafter called "**DISTRICT**".

**RECITALS**

WHEREAS the **SUPERINTENDENT** is specially skilled, trained, experienced, and competent to render the services and advice described in Article 1 of this Agreement; and

NOW, THEREFORE, **SUPERINTENDENT** and **DISTRICT** mutually agree as follows:

1. Services to be Provided by SUPERINTENDENT
  - a. **SUPERINTENDENT** will offer professional learning opportunities as outlined in attachment A.
  - b. The **SUPERINTENDENT** will commence work under this agreement on or about August 1, 2024, and will diligently execute the work thereafter. **SUPERINTENDENT** will complete the work no later than June 30, 2025. Upon a showing of good and sufficient cause by **SUPERINTENDENT**, the **DISTRICT** may, in its discretion, grant such extensions of time as it may deem advisable; in the event that the **DISTRICT** undertakes additional services in which instance the consideration shall be increased as **SUPERINTENDENT** and **DISTRICT** shall agree.
  - c. The **SUPERINTENDENT** will perform said services as an independent contractor under the direction of the **DISTRICT** in the pursuit of his or her independent calling and not as an employee of the **SUPERINTENDENT**; and he or she shall be under the control of **DISTRICT** as to the result to be accomplished.
2. SUPERINTENDENTS Fee and Payment Thereof
  - a. The total amount paid under this contract shall not exceed Ten Thousand Two Hundred & Fifty Dollars and No/00 (\$10,250.00).
  - b. Invoices will be provided at the completion of each provided service by the **SUPERINTENDENT** to the **DISTRICT**.
3. Duration of Agreement

The term of this Agreement shall be from August 1, 2024, through and including June 30, 2025.
4. Cancellation of Agreement
  - a. If at any time during the performance of this agreement the **SUPERINTENDENT** and **DISTRICT** may cancel services for convenience by providing a cancellation notice in writing with 15-day notice to either party.
  - b. If the cancellation is for unsatisfactory performance, **DISTRICT** shall be obligated to pay **SUPERINTENDENT** only for those services deemed by **DISTRICT** to be satisfactory as of the effective date of cancellation or termination.
5. Successors and Assigns

This agreement shall not be assignable except with written consent of parties hereto.
6. Special Provisions
  - a. **SUPERINTENDENT** shall comply with all federal, state, and local laws and ordinances applicable to such work.
7. Hold Harmless



DISTRICT agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the SUPERINTENDENT, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the DISTRICT in the performance of this contract.

8. Conflict of Interest

The SUPERINTENDENT hereby finds that the duties in this contract are limited in scope and thus do not necessitate compliance with disclosure requirements as stated in the Fair Political Practices Commission, Regulation Title 2, California Code of Regulations §18351.

9. Completion of State and Federal Tax Information Forms (United States residents)

a. All independent contractors doing business with the SUPERINTENDENT must complete applicable state and federal tax forms to determine federal and state reporting status.

1) Sole Proprietors: On Form W-9, enter your individual name as shown on your social security card on the "Name:" line. You must enter your Business, trade, or "doing business as (DBA)" name on the "Business Name" line.

b. California nonresidents must complete and submit a Form W-9 and Form 590.

1) Form 590: This form is required to determine California Residency. Payments made to California nonresidents, including corporations, limited liability companies and partnerships that do not have a permanent place of business in California, may be subject to a seven percent (7%) state income tax withholding (California Revenue and Taxation Code §18662). Types of income subject to withholding include payments for services performed in California and payments of leases, rents, and royalties for property located in California.

2) Partial or Complete Exemption from California Withholding taxes.

a) Form 588 Nonresident Withholding Waiver Request: If you meet the criteria for California withholding, you may apply for a waiver (Form 588) from the State of California through the California Franchise Tax Board. A copy of the approved waiver must be received by the SUPERINTENDENT prior to the first payment of this Contract in order to apply the exemption from the required seven percent (7%) withholding.

b) Form 587 Nonresident Withholding Allocation Worksheet: If you do not qualify for a waiver from California Withholding (an approved Form 588) and do not have a permanent place of business in the state of California, complete and submit Form 587 to determine if withholding is required on the scope of work for this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SAN BERNARDINO COUNTY  
SUPERINTENDENT OF SCHOOLS

REDLANDS UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Amber L. Arias  
Manager, Procurement Services

Jason Hill, Asst. Sup., Business Services  
Name and Title

Date \_\_\_\_\_

Date 8-21-2024



# San Bernardino County Superintendent of Schools

Transforming lives through education

SBCSS CONTRACT # 24/25-0397  
Attachment A

Ted Alejandro  
County Superintendent

## Proposal

June 27, 2024

### SERVICES PROVIDED BY

Education Support Services, Early  
Education and Development

Heather Smith  
Director,  
Early Education & Development  
[heather.smith@sbcss.net](mailto:heather.smith@sbcss.net)

Peggy Jetton-Rangel,  
Coordinator, Early Education and  
Development (909) 386-2677  
[peggy.jetton-rangel@sbcss.net](mailto:peggy.jetton-rangel@sbcss.net)

### SERVICES PROVIDED TO

Redlands Unified School District  
20 West Lugonia  
Redlands, CA 92374  
(909) 307-5300

Denise Fee, Director II  
Expanded Learning and Early Childhood  
Education  
(909) 307-5300 ext. 20358  
[denise\\_fee@redlands.k12.ca.us](mailto:denise_fee@redlands.k12.ca.us)

DATE OF SERVICES	DESCRIPTION	AMOUNT
August 27, 2024 September 12, 2024 September 25, 2024  2:30-4:30 District Office Room PDC (Professional Development Center)	<p>San Bernardino County Superintendent of Schools, Early Education and Development Department will offer Early Education and Development support services throughout the 2024-2025 school year for the Redlands Unified School District. These services will include professional learning opportunities beyond the school day and full day sessions to be determined in Fall and Spring.</p> <p><b>Professional Learning Support for TK Teachers</b></p> <p>These sessions aim to enhance the understanding of Early Education and Development by supporting the teachers through:</p> <ul style="list-style-type: none"><li>● Identifying the Desired Results Developmental Profile (DRDP) Components</li><li>● Explaining why Desired Results Developmental Profile (DRDP) has been selected as a quality observational tool for Early Learning Classrooms</li><li>● Supporting the district DRDP implementation plan</li></ul>	<p>1 EED Facilitator (3)- 2 Hour Sessions @ \$750=\$2250</p>

\*This document serves as a proposal (of services under \$10K) only and is not a binding contract until a purchase order or fully executed agreement is completed  
Education Support Services • Tracy Chambers, Assistant Superintendent

601 North E Street • San Bernardino, CA 92415-0020 • P: 909.386.2600 • F: 909.332.5801 • [www.sbcss.net](http://www.sbcss.net)



	<ul style="list-style-type: none"> <li>● Providing an introduction to the California Workforce Registry</li> <li>● Introducing California Workforce Registry</li> <li>● Introducing CECO Website/DRDP Training</li> </ul> <p>Each of these three sessions will have the same content. There will be three offerings of the same topics.</p>	
November 1, 2024 7:30-2:20 lunch 11-12 District Office PDC	<p>This session aims to enhance the understanding of Early Education and Development by supporting the teachers through:</p> <ul style="list-style-type: none"> <li>● Reflecting on the DRDP practice</li> <li>● Using DRDP observations and ratings as a tool for the Report Card</li> <li>● Introduction to utilizing and observing the full Essential View of the DRDP</li> <li>● High quality classroom observations</li> </ul>	2 EED Facilitators 1 Full Day Session 2 @ \$2000 = \$4000
April 15, 2025 7:30-2:20 lunch 11-12 District Office PDC  *This Spring date will require a full day sub for teacher release.	<p>This session aims to enhance the understanding of Early Education and Development by supporting the teachers through:</p> <ul style="list-style-type: none"> <li>● Alignment PTKLF &amp; DRDP</li> <li>● Reflection on full DRDP implementation</li> <li>● Planning for 25-26 School Year <ul style="list-style-type: none"> <li>○ Curriculum Embedded Activities aligned to DRDP</li> <li>○ Developing/creating activities/lessons that can use multiple DRDP measures</li> </ul> </li> </ul>	2 EED Facilitators 1 Full Day Session 2 @ \$2000 = \$4000
TOTAL		\$ 10,250

*Heather Smith*

Heather Smith,  
Director, Early Education and Development

*Denise Fee*

Denise Fee

SBCSS INTERNAL USE ONLY

Office Mgr. Initial \_\_\_\_\_ Asst. Supt. \_\_\_\_\_  
Date Sent to \_\_\_\_\_  
Fiscal \_\_\_\_\_  
Dept. MGMT # \_\_\_\_\_  
Purchase Order # \_\_\_\_\_

Director II, Expanded Learning and Early  
Childhood Education

SBCSS CONTRACT # 24/25-0397  
Attachment A