

CONTRACTS AND THE “REAF” PROCEDURE

TRAINING: 2022-2023



RIALTO

UNIFIED SCHOOL DISTRICT
BRIDGING FUTURES THROUGH INNOVATION

Presented By: Purchasing Services

Code of Ethics and Conflicts of Interest

The District shall follow an ethical standard when dealing with contractors

- Keep a high level of integrity - “do the right thing, even when no one is watching.”
 - Districts Beliefs - Integrity is critical to trust
- Being a good steward of public funds
- Following the law
- Not playing favorites, having an impartial approach
- Safeguarding information



Code of Ethics and Conflicts of Interest: Cont.

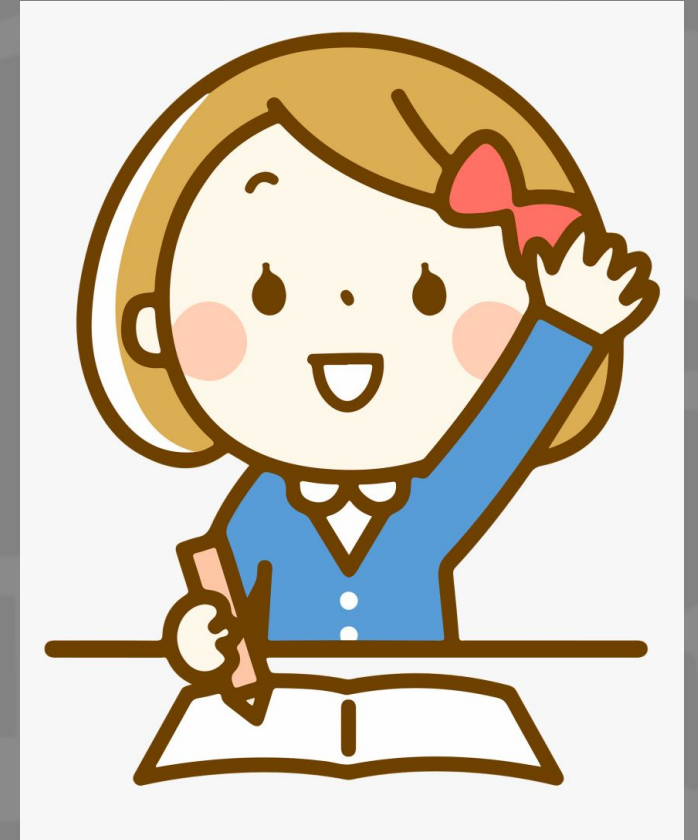
Conflicts of Interest

- No financial, business, professional, personal, or other interest, including, but not limited to, the representation of other parties, that would conflict in any manner or degree with the performance of obligations in providing goods or services to RUSD
- Purchasing Services or the Business Services office shall be immediately notified in writing if any such conflict of interests (whether actual or potential) arises in connection with conducting any business with RUSD.
- **Examples:** Student Community Club, Professional Services (Training), Business Ownership, Personal Gain.



I need a service where do I start?

- Identify a need
- Find a Contractor
 - If you don't have a contractor/vendor, please contact your buyer
 - Is the Contractor Part of the Districts Vendor List?
 - Search the Contractor in Financial 2000*
- Obtain a Proposal from a Contractor
 - Ensure a clear scope of work is developed
- Submit a Requisition (REQ)
 - Attach a completed R.E.AF. Form to REQ
 - Attach Proposal to REQ - If applicable
 - Attach Draft Board Item - If applicable



What is an Contract?

- A contract/agreement is an executed signed document to provide or receive supplies, equipment or services for the operation of our District's various programs and for other services required by students or staff.
- All contracts between the Rialto Unified School District and outside agencies shall conform to standards required by law and shall be prepared by the Purchasing Department under the direction of the Business Office.
- Contracts can be in the form of an agreement signed by authorized signatures of either parties or a purchase order.



What is an Contract?



- The District is in need of a service and a contractor can provide it.
- The District considers and accepts the offer to provide services.
- The agreed upon value for exchange of services
- Ensuring the contract is legally binding - meets laws and policies
- Ensuring the parties have the ability to enter into the contract
- All parties understand and agree to enter into the contract



Who can sign an Contract?

- Only the Board designated signatory may sign a contract on behalf of the District. **Lead Business Services Agent - Diane Romo**
- Any contract/agreement signed by an unauthorized individual is not binding or valid on the District.
- Please keep in mind that if you sign a contract/agreement or authorize a service without Board approval, you will be held personally responsible for the cost of the contract or service.
- An easy way to remember this rule is:
If you sign the contract, you get to pay the bill.



Vendor Contracts:

Complete Business Systems

"Teacher-Friendly Products!"
 1834 W. 11th St.
 Suite A
 Upland, CA 91786
 Phone: 909-946-5995
 Fax: 909-946-0853
 Fed Tax ID: 95-3823051

Equipment Service Contract

Contract ID

Bill To:

needed repairs which will be in addition to and separate from the regular service agreement cost. If the customer fails to pay for needed repairs, CBS reserves the right to continue service on a per-call basis.

6. Customer shall pay for consumable items not covered by this agreement including but not limited to: Epson ink. Customer will be responsible for damage caused by using non Epson ink.

7. This agreement is not assignable or transferable and is automatically cancelled with respect to the particular machine should it be sold to a third party or transferred outside of the CBS normal service area.

8. This service agreement is non-refundable in the event of cancellation.

9. Replacement parts or assemblies on current equipment which have become worn as a result of normal usage may be replaced with new or functionally equivalent parts.

10. If payment for this agreement is not received by CBS within thirty (30) working days of the expiration of the warranty or the previous service agreement, either by date or meter expiration, then CBS may, at its discretion, inspect the equipment before a new agreement will be issued. The charge for this service shall be at our normal service rate in effect at the time of service, on a per-hour basis, and a charge for all parts shall apply.

11. CBS may from time to time modify the annual cost of the agreement upon renewal. This agreement shall automatically renew for a subsequent term unless cancelled in writing by either party, thirty (30) days in advance of the expiration.

12. Customer will be responsible for any damage caused by 3rd party software, applications, parts, components or peripheral devices after receiving delivery of Epson printer.

13. In the event customer renews said agreement, but does not submit payment within ten (10) working days, and subsequently cancels said agreement, customer shall be responsible for all costs, charges and fees incurred prior to cancellation.

14. Customer shall be responsible for any and all associated collection and/or legal fees or costs incurred by C.B.S in the collection of any debt incurred by the customer except in such cases where the customer prevails in a court of law.

15. A \$100.00 trip charge will apply per service call if the distance exceeds 75 miles one way.

16. Equipment must be brought up to C.B.S standards and all the repairs must be performed before equipment can be put under a service agreement. This will be determined on a case by case basis.

	Print Name	Signature	Date
Complete Business Systems Representative	_____	_____	_____
Customer Signature	_____	_____	_____

- All vendor contracts must be reviewed and approved by Purchasing.
- **Note to site:** Please do NOT sign any contracts.



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Types of Agreements:

1. **Professional Services/ Trainings**: Services may include professional development training, tutoring, consultants, architects, and audit professionals.
2. **Software/ License Agreement**: Include agreements with entities who provide software or licenses to access their technology, trademarks, or other types of digital property.
3. **Memorandum of Understanding (MOU) / No-Cost Agreement**: Formal agreements between the District and another entity to provide services at no-cost to the District.
4. **School Assembly**: May include presentations, activities, audio/visual performances, and workshops.
5. **Amendments**: A modification to an existing agreement between two or more parties.



What is a "REAF"?



REQUEST TO ENTER INTO AGREEMENT FORM (R.E.A.F.)

- Agreement Type:
- Professional Services/Training (Object code 5810)
 - MOU/No-Cost Agreement
 - Amendment to the following agreement C-_____
 - Software/License Agreement (Object code 5840)
 - School Assembly (Object code 5810)

School/Service Area: _____ Contract Requested By: _____
Name of Contractor: _____ Point of Contact: _____
Email Address: _____ Phone Number: _____
Desired Contract Start Date: _____ Desired Contract End Date: _____
Cost of Services: \$ _____ Desired Board Approval Date (if applicable): _____

For MOU's and No-Cost Agreements enter \$0.01 in the REQ

Are these services available through the District? NO YES

If yes, provide justification to contract the services:

- A REAF, "REQUEST TO ENTER AN AGREEMENT" is a district form used to request an executed contract for goods/ services.



When do I need to complete a "REAF"? (A)

	Dollar Amount	Documentation Required	Board Approval
A.	Any	<p>Services Involving direct student contact, in person or virtually requires Board Approval and a written agreement for any dollar amount.</p> <p>(1) A Request to Enter into an Agreement Form (REAF) is required and a formal agreement shall be created before requesting Board approval</p> <p>(2) Board Approval: The Board approval shall include the name of the contractor or service provider, a description of the scope of work, the contract start and end dates, and the dollar amount for services</p> <p>(3) Executed Agreement</p> <p>(4) A Signed Purchase Order</p>	Yes



When do I need to complete a "REAF"? (B)

	Dollar Amount	Documentation Required	Board Approval
B.	\$0.01 - \$4,999.99*	<p>(1) A written quote or proposal with a scope of work from the service provider</p> <p>(2) A Hold Harmless Agreement</p> <p>(3) A Signed Purchase Order</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">NO REAF REQUIRED</p> <p><i>*The Lead Business Services Agent or Agent, Purchasing Services reserves the right to require Board Approval or a written contract for services regardless of the service type or dollar amount</i></p>	No



When do I need to complete a "REAF"? (C)

	Dollar Amount	Documentation Required	Board Approval
C.	\$5,000 - \$99,099.99	<p>(1) A Request to Enter into an Agreement Form (R.E.A.F.) is required and a formal contract shall be created before requesting Board approval</p> <p>(2) Board Approval: The Board approval shall include the name of the contractor or service provider, a description of the scope of work, the contract start and end dates, and the dollar amount for services</p> <p>(3) Executed Agreement</p> <p>(4) A Signed Purchase Order</p>	Yes



When do I need to complete a "REAF"? (D)

	Dollar Amount	Documentation Required	Board Approval
D.	\$99,100+	Contact Purchasing Services - A Formal Request for Proposal may be required, contact Purchasing Services.	Yes



“REAF” Update/ Submission

Note: The REAF process has changed and now requires that the REAF be submitted as an attachment to a Requisition in Financial 2000.

*The REAF will be approved with the Requisition, and a separate paper trail of approvals is no longer required. The REAF shall be submitted at least **six** weeks prior to the date services are needed.*

- 1. Fill Out the REAF**
- 2. Save as PDF**
- 3. Attach to REQUISITION**



How to fill out the "REAF": Section 1



REQUEST TO ENTER INTO AGREEMENT FORM (R.E.A.F.)

Agreement Type:

- Professional Services/Training
(Object code 5810)
- MOU/No-Cost Agreement
- Amendment to the following agreement C-_____
- Software/License Agreement
(Object code 5840)
- School Assembly
(Object code 5810)



How to fill out the "REAF": Section 2

School/Service Area: MCKINLEY ELEMENTARY Contract Requested By: JUDY SERVIN
Name of Contractor: BLACKBOARD INC. Point of Contact: FRED SMITH
Email Address: FRED@BLACKBOARDINC.COM Phone Number: 1-800-123-4560
Desired Contract Start Date: 10/1/2022 Desired Contract End Date: 10/30/2022
Cost of Services: \$ 5,000 Desired Board Approval Date (if applicable): 09/21/2022

For MOU's and No-Cost Agreements enter \$0.01 in the REQ

NO-COST CONTRACTS AND MOU'S WILL FOLLOW THE SAME PROCESS. A REQ SHOULD BE SUBMITTED WITH A DOLLAR AMOUNT OF \$0.01



How to fill out the “REAF”: Section 3

THINGS TO CONSIDER WHEN CREATING OR REQUESTING A SCOPE OF WORK FROM A CONTRACTOR:

This is not an all-inclusive list of items. The Proposal should include as much detail as possible to ensure the District captures all aspects of services being provided. The more details the better.

Sample questions to consider when completing the contract details section and outlining the Scope of Work:

- What specific services will the consultant or partner provide?
- How will the services be provided? Virtual, on-site, one-on-one, in a group?
- Will a RUSD credentialed staff member be present at all times if the services are to be provided to RUSD students?
- Who will receive the services? Students, if so, how many students? A specific service area? Staff? Parents? Etc.
- What are the responsibilities of the provider? Include items such as metrics and reporting, recordkeeping, scheduling meetings, etc.
- What are the responsibilities of the District? List the specific duties and responsibilities that the District must fulfill as part of the agreement with the Contractor. Items such as reimbursables, travel, materials, printing, resources, etc.
- What is the Frequency of services?
- What are the deliverables of the service?



How to fill out the “REAF”: Section 3

Are these services available through the District? NO YES

If yes, provide justification to contract the services:

Scope of Work:

THE SCOPE OF WORK SECTION SHOULD INCLUDE DETAILS REGARDING THE TYPE OF SERVICE REQUESTED. THE DETAILS CAN BE OUTLINED IN THIS SECTION. IF THE CONTRACTOR PROVIDED A DETAILED PROPOSAL, YOU CAN PROVIDE A DESCRIPTION HERE AND ATTACH A COPY OF THE PROPOSAL WITH YOUR R.E.A.F.

SAMPLE SCOPE OF WORK:

PROVIDE CUSTOMER SERVICE TRAINING TO STAFF AND VOLUNTEERS AT MCKINLEY ELEMENTARY SCHOOL. TRAINING SHALL INCLUDE PROPER GREETINGS, PHONE ETIQUETTE, EMPATHY, UNDERSTANDING CUSTOMER NEEDS, DEALING WITH DIFFICULT CUSTOMERS, TAKING MESSAGES, FOLLOW-UP, AND THE DIFFERENCE BETWEEN GOOD AND GREAT SERVICE.

TRAINING SHALL TAKE PLACE OVER THREE DAYS IN 2-HOUR BLOCKS. THE DESIGNATED DATES INCLUDE OCTOBER 7, OCTOBER 14, OCTOBER 21.

DAY 1 SHALL INCLUDE - PROPER GREETINGS, PHONE ETIQUETTE, EMPATHY, UNDERSTANDING CUSTOMER NEEDS.

DAY 2 SHALL INCLUDE - DEALING WITH DIFFICULT CUSTOMERS, TAKING MESSAGES, FOLLOW-UP.

DAY THREE SHALL INCLUDE - THE DIFFERENCE BETWEEN GOOD AND GREAT SERVICE AND HANDS ON INTERACTIONS AND FEEDBACK.

EACH PARTICIPANT SHALL BE PROVIDED TRAINING MATERIALS AND REFERENCE GUIDES.



How to fill out the “REAF”: Section 3

Performance Evaluation/Measurable outcomes for the Service:

DESCRIBE HOW THE SERVICE WILL BE EVALUATED AND MEASURED TO MEET THE DISTRICTS GOALS AND OBJECTIVES

Alignment to the LCAP/District Strategic Plan:

DESCRIBE THE CONGRUENCE OF THE SERVICE WITH THE DISTRICTS LCAP, SPSA, OR THE DISTRICT’S STRATEGIC PLAN.

THE CONTRACTOR SHALL PERFORM A SURVEY OF AT THE CONCLUSION OF THE TRAINING FOR ALL ATTENDEES. THE SCHOOL SITE SHALL MONITOR THE FEEDBACK PROVIDED FROM PARENTS AND COMMUNITY MEMBERS DURING THE SCHOOLWIDE ENGAGEMENT AND FEEDBACK SURVEY.

ALIGNED WITH STRATEGY 3, PLAN 2 – STAFF, STUDENTS, PARENTS, AND THE COMMUNITY DEMONSTRATE UNDERSTANDING OF THE DISTRICT’S HIGH EXPECTATIONS. THE SERVICE WILL ALLOW THE SITE TO FURTHER PROVIDE A HIGH LEVEL OF SERVICE AND WELCOMING EXPERIENCE FROM OUR STAFF TO THE MCKINLEY COMMUNITY.



When to draft a Board Item:

1. Items that will result in sharing of student information
2. Any service that involves direct contact with students
 - a. *Items under \$5,000 with student contacts will be taken for Board approval as a group by Business Services*
3. \$5,000 or more for professional services/consultant contract agreements.
 - a. Agreements with a cost of \$5,000 - \$49,000 will be added to the Consent Calendar Items.
 - b. Agreements of \$50,000 or more will need to be considered by the Board as a Discussion/Action item.
4. Trips involving non-employees (parents, community, etc.)
5. Overnight student trips

When in doubt - reach out to someone. Purchasing, Business Services, Education Services.



WORKFLOW: Approval Path

Search	Edit	Workflow	History				
Document #: 230462	Description: CONTRACTED SERVICES	Date Created: 7/11/2022 2:30 PM	Created By: HLukes				
Type: PO	Workflow: APPROVED	FY: 2023	<input type="checkbox"/> Detail:				
Seq	Position Code	Description	Buyer	Pre-Enc	PO Creator	Approve Date	Approve User
1	REQ - FRISBIE	FRISBIE - REQ	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	06/07/2022 11:07:00	FRISBIE
2	PRINCIPAL - FRISBIE	FRISBIE - PRINCIPAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	06/30/2022 12:48:00	MGaines
3	FISCAL ANALYST 1	FISCAL ANALYST 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	07/01/2022 02:32:00	CRiley
4	LEAD ACADEMIC AGENT - LI	Lead Academic Agent: Secondary Literacy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	07/01/2022 02:41:00	MBurciaga
5	LEAD INNOVATION AGENT	EDUCATION SERVICs - District	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	07/06/2022 08:41:00	PChavez
6	CONTRACT ANALYST	Purchasing - Contract Analyst - Rose	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	07/07/2022 05:04:00	RLopez
7	PURCH - BUYER 2	Purchasing Buyer - x2111 - Helen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	07/08/2022 03:22:00	HLukes
8	PURCH AGENT - PURCH	PURCH - PURCH AGENT - District	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	07/11/2022 10:41:00	RSalazar
9	PURCH AGENT - PURCH	PURCH - PURCH AGENT - District	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	07/11/2022 02:30:00	HLukes

Site Requestor

Contract Analyst

PO Creation



Amendments



REQUEST TO ENTER INTO AGREEMENT FORM (R.E.A.F.)

- Agreement Type:
- | | |
|---|---|
| <input type="checkbox"/> Professional Services/Training
(Object code 5810) | <input type="checkbox"/> Software/License Agreement
(Object code 5840) |
| <input type="checkbox"/> MOU/No-Cost Agreement | <input type="checkbox"/> School Assembly
(Object code 5810) |
| <input type="checkbox"/> Amendment to the following agreement C-_____ | |

School/Service Area: _____ Contract Requested By: _____
Name of Contractor: _____ Point of Contact: _____
Email Address: _____ Phone Number: _____
Desired Contract Start Date: _____ Desired Contract End Date: _____
Cost of Services: \$ _____ Desired Board Approval Date (if applicable): _____

For MOU's and No-Cost Agreements enter \$0.01 in the REQ

Are these services available through the District? NO YES

If yes, provide justification to contract the services:

1. Select Amendment and include the contract number
2. Fill out all relevant information
3. In the scope of work section identify the changes needed



Example



1. Customer Service Training
2. Vendor Selection
3. Scope of Work
4. R.E.A.F.
5. Board Item
6. Submission



Purchasing Services Resources



RIALTO

UNIFIED SCHOOL DISTRICT
BRIDGING FUTURES THROUGH INNOVATION

PURCHASING SERVICES

260 South Willow Avenue, Rialto, CA 92376
(909) 820-6863

[Purchasing Services District Webpage](#)



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New R.E.A.F. Effective Date

Items for the August 24, 2022, Board Meeting



The background is a dark blue gradient with a faint, light blue silhouette of a building facade. The building features a central gabled section with a large archway, flanked by smaller arches. Below the arches is a balcony with a decorative railing. The overall style is minimalist and architectural.

Questions?