



BEAUMONT UNIFIED SCHOOL DISTRICT

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
(OVER \$5,000.00)**

THIS AGREEMENT (“Agreement”) is made effective on October 23, 2024 (date) by and between BEStwenty4 hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

RECITALS

- A. In accordance with Government Code section 53060, the District desires to obtain special professional services and advice regarding accounting, administrative, economic, engineering, financial, legal and or other professional services, 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, and to the extent required by any applicable laws, Consultant has all licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such Services as are called for under this Agreement.

Accordingly, the parties agree with the above and as follows:

AGREEMENT

- 1. In consultation and cooperation with the District, the Consultant shall provide the professional services described herein (the “Services”) consistent with acceptable industry standards or better.
The Services are described in further detail:
 - In the Statement of Work, attached.
 - In the Specification, attached.
 - Below (describe Services):

Any attachment to this Agreement is incorporated herein and made a part of this Agreement only as to the services and responsibilities of the Consultant. All other portions of any attachment to this Agreement shall not be incorporated or made a part of this Agreement unless agreed upon in writing by the District. In the event of any conflict, inconsistency, or ambiguity between the language in this Agreement and any attachment incorporated herein, the language and provisions in this Agreement will govern, be interpreted in favor over any attachment, and take precedence over any attachment.

The District will prepare and furnish the Consultant upon request such existing information as is necessary for the performance of Services by the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals, tools, etc., which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.

- 2. **TERM:** The term of this Agreement shall begin on October 23, 2024 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ N/A per hour, for a total cost not to exceed N/A --or-- for a lump sum of \$ 19,350.00 --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) 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” or lump sum amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile,

workers' compensation (as required by law), professional negligence, and general liability insurance, etc., materials, supplies, and taxes.

4. **WORK PRODUCT OWNERSHIP:** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (collectively, the "Work Product") produced by Consultant under this Agreement shall be the sole and exclusive property of District. No Work Product produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, or patent 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 Work Product produced by Consultant under this Agreement. Upon request, the Consultant shall sign all documents necessary to confirm or perfect the exclusive ownership of the District to the Work Product. No consultant, firm, or corporation may use the District logo without pre-approval from the Superintendent.
5. **AGREEMENT AMENDMENT/MODIFICATION:** Any amendment or 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 and may require additional Board approval:
 - a. Increase dollar amounts;
 - b. Effect administrative changes;
 - c. Effect other changes as required by law; and
 - d. Term of agreement.

Amendments require Purchasing's approval and will not be paid until approval (signature) is received. If you need assistance with this matter, please contact the Purchasing Department at (951) 845-1631.

6. **INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and will perform the Services as an independent contractor 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, including but not limited to, permanent status, health insurance benefits, sick leave, paid vacation, or any other employee benefit. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes and that the District will not withhold federal or state income tax deductions from payments made to Consultant under this Agreement. Consultant must provide District with his/her Social Security Number or Taxpayer ID number. District will provide Consultant and the Internal Revenue Service ("IRS") with a statement of earnings at the conclusion of each calendar year as required by the IRS.
7. **TERMINATION:**
 - a. The District may terminate this Agreement for cause upon seven (7) days' written notice in the event of substantial failure of performance or material breach by Consultant including bankruptcy, insolvency, or the filing of a general assignment for the benefit of creditors by Consultant. In the event a termination for cause under this paragraph is determined to have been made wrongfully by the District or without cause, then the termination shall be treated as a termination for convenience in accordance with the paragraph below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.
 - b. The District may, at any time and for any reason, suspend performance by the Consultant or terminate this Agreement for the District convenience upon ten (10) days' written notice to Consultant, and compensate Consultant only for Services satisfactorily rendered to the date of such suspension or termination for convenience. In addition, and notwithstanding anything to the contrary contained in this Agreement, due to the current budget crisis and the fiscal constraints under which the District operates, the District may terminate the Agreement at any time without penalty, cost, or damages of any kind. The District's termination of the Agreement shall in no way affect Consultant's obligation to hold harmless and indemnify the District in accordance with Section 9. Written notice by the District shall be sufficient to suspend or terminate any further performance of Services by the Consultant under this paragraph. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three (3) 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 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 on the last page of this Agreement. Facsimile or electronic mail notices shall be accepted.

8. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, "Indemnitees") from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:
- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's subconsultant's employees arising out of Consultant's Services under this Agreement; and
 - b. General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by Consultant or any person, firm or corporation employed by the Consultant related to, founded upon or in connection with this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of Indemnitees; and
 - c. Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of Consultant, or any person, firm or corporation employed by Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including Indemnitees, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of Indemnitees.
 - d. Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against Indemnitees on account of or founded upon any of the causes, damages or injuries identified in this Section 9 and shall pay or satisfy any judgment that may be rendered against Indemnitees in any action, suit or other proceedings as a result thereof.
9. **INSURANCE:** During the term of this Agreement, the Consultant shall maintain:
- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. In the event the Consultant/Vendor will be working directly with students, sexual misconduct must be included in the general liability coverage.
 Certificate of General Liability Insurance **and** Additional Insured Endorsement is attached.
 - b. Automobile liability insurance in the following amounts:
\$500,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
\$25,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.
 Certificate of Auto Liability for \$1,000,000 per occurrence is attached. Consultant certifies it will NOT be transporting anyone on behalf of the District. **OR**
_____ Certificate of Auto Liability for \$25,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.
 - c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer); \$2,000,000 aggregate**
_____ Certificate of Professional Insurance is attached.
 - d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;
_____ Certificate of Educators' Legal Liability is attached.
 - e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.
 Workers' Compensation Insurance Certificate is attached, **OR**
_____ Sole Proprietor / NO Workers' Compensation Insurance is required. **BUT** must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.

- f. Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and network security. Coverage is required only if (1) products or services related to information technology for hardware or software are provided to the District and (2) if Consultant has access to personally identifiable information of the District through the provision of such technology-related products or services.
_____ Certificate of Cyber Liability is attached.
- g. Sexual Abuse and Molestation (SAM) Insurance with limits of not less than \$2,000,000 for each occurrence and an annual aggregate of at least \$4,000,000.
_____ Certificate of SAM Liability is attached.

Consultant shall maintain such insurance coverage, in the amounts set forth above, unless otherwise agreed in writing by the District. If the Consultant maintains higher limits than the minimum shown above, the District requires and shall be entitled to coverage at the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

The Consultant shall provide certificates of insurance and additional insured endorsements indicating applicable insurance coverages within ten (10) days of the effective date of this Agreement, **NAMING THE DISTRICT AS ADDITIONAL INSURED with the endorsement on form CG20101185 or equivalent as determined by the District. The certificate holder shall be listed as Beaumont Unified School District, its Board, officers, agents, employees, and volunteers. The insurance certificates and/or the endorsements shall state that the policies shall be primary and shall not contribute to any insurance policy of the District.** Insurance certificates shall be mailed to the Purchasing Department, 350 W. Brookside Ave., Beaumont, CA 92223. Coverage shall not be cancelled except with notice to the District.

Please note: If assistance is needed concerning insurance requirements, please contact the Risk & Safety Management Department at (951) 845-1631, with a brief description and the cost of service that will be performed prior to submitting contract to purchasing.

- 10. **COMPLIANCE WITH LAW/CONFIDENTIALITY:** The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies, ordinances, and workers' compensation laws. All agreement provisions required by law shall be deemed incorporated into this Agreement. Consultant will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Consultant, or divulge, disclose, or communicate in any manner any information that is proprietary to the District or protected from disclosure by law (such as student records). Consultant will protect such information and treat it as strictly confidential. The provisions of this Section 13 shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Consultant will return to the District all student records, other records, notes, documentation, and other items that were used, created, or controlled by Consultant during the term of this Agreement. The Consultant represents and warrants it does not have any potential, apparent, or actual conflict of interest relating in any way to this Agreement.
- 11. **RECORD RETENTION:** 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 Government Code.
- 12. **DELEGATEABILITY:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
- 13. **INTEGRATION:** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.
- 14. **JURISDICTION:** 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 Riverside County, California.

15. **CRIMINAL RECORDS CHECK:** Consultant shall contemporaneously execute, as a part of this Agreement, the attached “Certification by Consultant Criminal Records Check” form and submit it to the District if Consultant or Consultant’s employees **will** be working individually with students unsupervised.

16. **STUDENT DATA PRIVACY:** If Consultant will provide technology services that involve the digital access, use, storage or management of pupil records, then Consultant must complete and attach a student data privacy certification for compliance with Education Code section 49073.1. The student data privacy certification is available through the District. Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a District employee. Consultant shall fully comply with all applicable privacy requirements and laws including, without limitation, compliance with the Federal Family Educational Rights and Privacy Act of 1974 (“FERPA”) and the Health Insurance Portability and Accountability Act (HIPAA) and/ or the Privacy Act Code of Federal Regulations (CFR 42, Part 2.)

IN WITNESS THEREOF, the parties hereunto have subscribed to this Agreement, including the Agreement documents listed below:

- Specifications/Scope of Work Statement
- Certification by Consultant Criminal Records Check** (required if working with students unsupervised)
- Student Data Privacy Certification (required if using student data)
- W-9 form (company name must be same as the Consultant)
- Purchase Order (will be sent after signature and required documents are received)
- Other:

In signing this Agreement, the District representative acknowledges that he/she has no direct or indirect financial interest in the Consultant, nor does he/she have any knowledge of any District employee involved in selection of the Consultant having any direct or indirect financial interest in the Consultant or the Agreement, such that a prohibited conflict of interest exists.

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


CONSULTANT:

DISTRICT:

Bryan Stephens
Name

Beaumont Unified School District
350 W. Brookside Avenue
Beaumont, CA 92223

1440 Beaumont Ave., Suite A2 #102, Beaumont, CA 92223
Address, City, State and Zip


Signature 10.16.24
Date

CBO or Director of Fiscal Services Date

(951) 282-7010
Phone Fax

bestwenty4@gmail.com
Email

**CERTIFICATION BY CONSULTANT
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102**

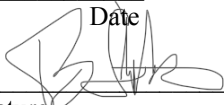
To the Governing Board of Beaumont Unified School District:

I, _____ (Consultant) certify that:
Name of Consultant

1. I have carefully read and understand the provisions and requirements set forth in Education Code Section 45125.1.
2. Due to the nature of the work, I will be performing for the District, my employees may have contact with students of the District.
3. Pursuant to Education Code section 45125.1, Consultant has conducted criminal background checks by submitting fingerprints of Consultant and all its employees (which includes any sole proprietor as used in this form) providing services to the Beaumont Unified School District pursuant to the Agreement dated October 23, 2024 to the California Department of Justice, and certifies that none have been convicted of any felony specified in Education Code section 45122.1. Consultant shall immediately provide any subsequent arrest and conviction information to the District. Consultant shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of any felony specified in Education Code section 45122.1. Attached hereto, as Exhibit "B", is a list of employees of the undersigned who may come in contact with pupils.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____

Date


Signature

Bryan Stephens

Typed or printed name

CEO

Title

1440 Beaumont Ave., Suite A2 #102, Beaumont, CA 92223

Address

(951) 282-7010

Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

Name of Individual(s) **State if Employee or Sub-Contractor**

Insert W-9

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

- Only required if driving is part of services or driving student(s) and or employee(s)**
Then automobile Liability Insurance, Including Hired & Non-Owned Auto Coverage, \$1,000,000 Accident for bodily injury and property damage.

- (Check if Required) General Liability Insurance**
\$1,000,000 per incident for bodily injury and property damage.

- (Check if Required) Professional Liability** Only if providing specialty License: Doctor, Nurse
Insurance \$1,000,000 per incident for bodily injury and property damage. If you have a specialty license, a copy of the license is required.

Please Note: If assistance is needed for insurance requirements, please e-mail Risk Management with a brief description of service, cost of service, which will be performed prior to submitting contract to Purchasing.

PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT

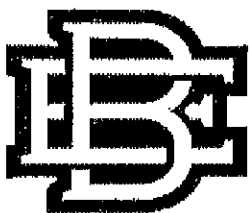
- Description of Service
- W-9 Form if New Contract or Company Name Change
- Certifications if Required
- Business License
- Insurance – General or Professional
- Worker’s Comp Certificate or Waiver
- Scope of Work or Fee Schedule

ESTIMATE

Grand Total (USD)
\$19,350.00

San Geronio Middle School
Chris Horton
chorton@beaumontusd.k12.ca.us

Estimate Number: 2,090
Estimate Date: October 1, 2024
Valid Until: June 30, 2025

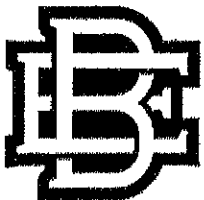


BESTwenty4
1440 Beaumont Avenue
Suite A2 #102
Beaumont, California 92223
United States

Contact Information
www.bestwenty4.com

ESTIMATE

Estimate Total (USD)
\$19,350.00



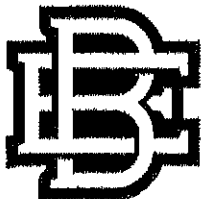
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United States

Contact Information
www.bestwenty4.com

ESTIMATE

Estimate Total (USD)
\$19,350.00

ITEMS	QUANTITY	PRICE	AMOUNT
G.A.M.E. Related (6 Session Workshop) BESTwenty4 will implement a 6-session (2+ hour) cohort on the San Geronimo Middle School campus. Our program will be conducted during after-school hours, providing additional support and enrichment opportunities for the participating youth at SGMS. The program will include a range of activities and initiatives, such as but not limited to: <ul style="list-style-type: none">• Pro-social Skills Development: Interactive workshops and activities aimed at enhancing communication skills, conflict resolution, problem-solving, decision-making, and self-awareness.• Social-Emotional Support: Individual and group counseling sessions to address emotional well-being, self-esteem, stress management, and resilience.• Community Outreach: Engaging students in community service projects, opportunities to volunteer, and collaborative initiatives to foster a sense of social responsibility and civic engagement.• Accountability Components: Implementing strategies for setting goals, tracking progress, and holding students accountable for their actions and commitments.• Teamwork Strategies: Promoting collaboration, teamwork, and effective leadership skills through team-building exercises, group projects, and cooperative learning activities.• Pro-social Skills Development: Interactive workshops and activities aimed at enhancing communication skills, conflict resolution, problem-solving, decision-making, and self-awareness.• Social-Emotional Support: Individual and group counseling sessions, facilitated by trained professionals, to address emotional well-being, self-	1	\$18,000.00	\$18,000.00



BESTwenty4
1440 Beaumont Avenue
Suite A2 #102
Beaumont, California 92223
United States

Contact Information
www.bestwenty4.com

ESTIMATE

Estimate Total (USD)
\$19,350.00

ITEMS	QUANTITY	PRICE	AMOUNT
G.A.M.E. Related Benefits Time: 3 Hour Sessions (x6)	1	\$0.00	\$0.00

Participants: 5 - 250+ (Follow Up Workshops Available)

Unlock the power of G.A.M.E. with BESTwenty4, a transformative 6-session program tailored just for you. Cultivate a "G.A.M.E. Related Mentality" through Guidance, Appreciation, Motivation, and Education in our engaging platform. Say goodbye to lectures and hello to interactive learning experiences with dynamic activities, group discussions, and hands-on projects. Prepare to collaborate, problem-solve, and expand your horizons.

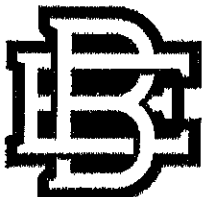
Benefits Include:

-Guidance: Navigate challenges with experienced mentors to uncover your true potential and chart a course to success.

- Appreciation: Embrace your uniqueness within a community that celebrates individuality, fostering inclusivity and respect.

- Motivation: Ignite your passion through inspiring workshops and speakers, fuelling ambition and helping you overcome obstacles.

- Education: Empower yourself with knowledge. Explore diverse educational opportunities, from career exploration to study skills, preparing for a successful future.



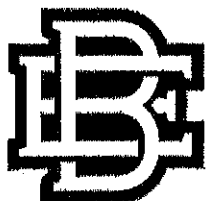
BESTwenty4
1440 Beaumont Avenue
Suite A2 #102
Beaumont, California 92223
United States

Contact Information
www.bestwenty4.com

ESTIMATE

Estimate Total (USD)
\$19,350.00

ITEMS	QUANTITY	PRICE	AMOUNT
Curriculum Development and Materials - Curriculum development resources: \$1,000 - Printed materials and handouts: \$1,000 - Educational supplies and equipment: \$1,000 Total Curriculum Development and Materials: \$3,000	1	\$3,000.00	\$3,000.00
Transportation and Logistics - Logistics and miscellaneous expenses: \$250 Total Transportation and Logistics: \$250	1	\$500.00	\$500.00
Power II The Parent Join us for an inspiring parent engagement workshop designed to support your youth's empowerment at home. Led by Coach BE, this interactive session will provide valuable insights, strategies, and motivation to help you foster a strong and positive environment for your children.	1	\$0.00	\$0.00
		Subtotal:	\$21,500.00
		10% BEStwenty4 Back2School Special:	(\$2,150.00)
		Total:	\$19,350.00
		Estimate Total (USD):	\$19,350.00



BEStwenty4
1440 Beaumont Avenue
Suite A2 #102
Beaumont, California 92223
United States

Contact Information
www.bestwenty4.com

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BEAUMONT UNIFIED SCHOOL DISTRICT

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
(OVER \$5,000.00)**

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 - d. Term of agreement.

Amendments require Purchasing's approval and will not be paid until approval (signature) is received. If you need assistance with this matter, please contact the Purchasing Department at (951) 845-1631.

6. **INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and will perform the Services as an independent contractor 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, including but not limited to, permanent status, health insurance benefits, sick leave, paid vacation, or any other employee benefit. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes and that the District will not withhold federal or state income tax deductions from payments made to Consultant under this Agreement. Consultant must provide District with his/her Social Security Number or Taxpayer ID number. District will provide Consultant and the Internal Revenue Service ("IRS") with a statement of earnings at the conclusion of each calendar year as required by the IRS.
7. **TERMINATION:**
 - a. The District may terminate this Agreement for cause upon seven (7) days' written notice in the event of substantial failure of performance or material breach by Consultant including bankruptcy, insolvency, or the filing of a general assignment for the benefit of creditors by Consultant. In the event a termination for cause under this paragraph is determined to have been made wrongfully by the District or without cause, then the termination shall be treated as a termination for convenience in accordance with the paragraph below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.
 - b. The District may, at any time and for any reason, suspend performance by the Consultant or terminate this Agreement for the District convenience upon ten (10) days' written notice to Consultant, and compensate Consultant only for Services satisfactorily rendered to the date of such suspension or termination for convenience. In addition, and notwithstanding anything to the contrary contained in this Agreement, due to the current budget crisis and the fiscal constraints under which the District operates, the District may terminate the Agreement at any time without penalty, cost, or damages of any kind. The District's termination of the Agreement shall in no way affect Consultant's obligation to hold harmless and indemnify the District in accordance with Section 9. Written notice by the District shall be sufficient to suspend or terminate any further performance of Services by the Consultant under this paragraph. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three (3) 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 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 on the last page of this Agreement. Facsimile or electronic mail notices shall be accepted.

8. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, "Indemnitees") from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:
- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's subconsultant's employees arising out of Consultant's Services under this Agreement; and
 - b. General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by Consultant or any person, firm or corporation employed by the Consultant related to, founded upon or in connection with this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of Indemnitees; and
 - c. Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of Consultant, or any person, firm or corporation employed by Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including Indemnitees, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of Indemnitees.
 - d. Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against Indemnitees on account of or founded upon any of the causes, damages or injuries identified in this Section 9 and shall pay or satisfy any judgment that may be rendered against Indemnitees in any action, suit or other proceedings as a result thereof.
9. **INSURANCE:** During the term of this Agreement, the Consultant shall maintain:
- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. In the event the Consultant/Vendor will be working directly with students, sexual misconduct must be included in the general liability coverage.
 Certificate of General Liability Insurance **and** Additional Insured Endorsement is attached.
 - b. Automobile liability insurance in the following amounts:
\$500,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
\$25,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.
 Certificate of Auto Liability for \$1,000,000 per occurrence is attached. Consultant certifies it will NOT be transporting anyone on behalf of the District. **OR**
_____ Certificate of Auto Liability for \$25,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.
 - c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer); \$2,000,000 aggregate**
_____ Certificate of Professional Insurance is attached.
 - d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;
_____ Certificate of Educators' Legal Liability is attached.
 - e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.
_____ Workers' Compensation Insurance Certificate is attached, **OR**
 Sole Proprietor / NO Workers' Compensation Insurance is required. **BUT** must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.

- f. Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and network security. Coverage is required only if (1) products or services related to information technology for hardware or software are provided to the District and (2) if Consultant has access to personally identifiable information of the District through the provision of such technology-related products or services.
_____ Certificate of Cyber Liability is attached.
- g. Sexual Abuse and Molestation (SAM) Insurance with limits of not less than \$2,000,000 for each occurrence and an annual aggregate of at least \$4,000,000.
_____ Certificate of SAM Liability is attached.

Consultant shall maintain such insurance coverage, in the amounts set forth above, unless otherwise agreed in writing by the District. If the Consultant maintains higher limits than the minimum shown above, the District requires and shall be entitled to coverage at the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

The Consultant shall provide certificates of insurance and additional insured endorsements indicating applicable insurance coverages within ten (10) days of the effective date of this Agreement, **NAMING THE DISTRICT AS ADDITIONAL INSURED with the endorsement on form CG20101185 or equivalent as determined by the District. The certificate holder shall be listed as Beaumont Unified School District, its Board, officers, agents, employees, and volunteers. The insurance certificates and/or the endorsements shall state that the policies shall be primary and shall not contribute to any insurance policy of the District.** Insurance certificates shall be mailed to the Purchasing Department, 350 W. Brookside Ave., Beaumont, CA 92223. Coverage shall not be cancelled except with notice to the District.

Please note: If assistance is needed concerning insurance requirements, please contact the Risk & Safety Management Department at (951) 845-1631, with a brief description and the cost of service that will be performed prior to submitting contract to purchasing.

- 10. **COMPLIANCE WITH LAW/CONFIDENTIALITY:** The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies, ordinances, and workers' compensation laws. All agreement provisions required by law shall be deemed incorporated into this Agreement. Consultant will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Consultant, or divulge, disclose, or communicate in any manner any information that is proprietary to the District or protected from disclosure by law (such as student records). Consultant will protect such information and treat it as strictly confidential. The provisions of this Section 13 shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Consultant will return to the District all student records, other records, notes, documentation, and other items that were used, created, or controlled by Consultant during the term of this Agreement. The Consultant represents and warrants it does not have any potential, apparent, or actual conflict of interest relating in any way to this Agreement.
- 11. **RECORD RETENTION:** 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 Government Code.
- 12. **DELEGATEABILITY:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
- 13. **INTEGRATION:** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.
- 14. **JURISDICTION:** 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 Riverside County, California.

- 15. **CRIMINAL RECORDS CHECK:** Consultant shall contemporaneously execute, as a part of this Agreement, the attached “Certification by Consultant Criminal Records Check” form and submit it to the District if Consultant or Consultant’s employees **will** be working individually with students unsupervised.

- 16. **STUDENT DATA PRIVACY:** If Consultant will provide technology services that involve the digital access, use, storage or management of pupil records, then Consultant must complete and attach a student data privacy certification for compliance with Education Code section 49073.1. The student data privacy certification is available through the District. Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a District employee. Consultant shall fully comply with all applicable privacy requirements and laws including, without limitation, compliance with the Federal Family Educational Rights and Privacy Act of 1974 (“FERPA”) and the Health Insurance Portability and Accountability Act (HIPAA) and/ or the Privacy Act Code of Federal Regulations (CFR 42, Part 2.)

IN WITNESS THEREOF, the parties hereunto have subscribed to this Agreement, including the Agreement documents listed below:

- Specifications/Scope of Work Statement
- Certification by Consultant Criminal Records Check** (required if working with students unsupervised)
- Student Data Privacy Certification (required if using student data)
- W-9 form (company name must be same as the Consultant)
- Purchase Order (will be sent after signature and required documents are received)
- Other:

In signing this Agreement, the District representative acknowledges that he/she has no direct or indirect financial interest in the Consultant, nor does he/she have any knowledge of any District employee involved in selection of the Consultant having any direct or indirect financial interest in the Consultant or the Agreement, such that a prohibited conflict of interest exists.

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

CONSULTANT:

Tysen Knight Productions

 Name

 1717 E. Vista Chino, Suite A7-122, Palm Springs, CA 92262

 Address, City, State and Zip

 Tysen Knight 10/17/2024
 _____ _____
 Signature Date

 (310) 359-3330

 Phone Fax

 info@TysenKnight.com

 Email

DISTRICT:

Beaumont Unified School District
 350 W. Brookside Avenue
 Beaumont, CA 92223

 CBO or Director of Fiscal Services Date

**CERTIFICATION BY CONSULTANT
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102**

To the Governing Board of Beaumont Unified School District:

I, _____ (Consultant) certify that:
Name of Consultant

1. I have carefully read and understand the provisions and requirements set forth in Education Code Section 45125.1.
2. Due to the nature of the work, I will be performing for the District, my employees may have contact with students of the District.
3. Pursuant to Education Code section 45125.1, Consultant has conducted criminal background checks by submitting fingerprints of Consultant and all its employees (which includes any sole proprietor as used in this form) providing services to the Beaumont Unified School District pursuant to the Agreement dated _____ to the California Department of Justice, and certifies that none have been convicted of any felony specified in Education Code section 45122.1. Consultant shall immediately provide any subsequent arrest and conviction information to the District. Consultant shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of any felony specified in Education Code section 45122.1. Attached hereto, as Exhibit "B", is a list of employees of the undersigned who may come in contact with pupils.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____
Date

Signature

Typed or printed name

Title

Address

Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

Name of Individual(s) **State if Employee or Sub-Contractor**

Insert W-9

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

- Only required if driving is part of services or driving student(s) and or employee(s)**
Then automobile Liability Insurance, Including Hired & Non-Owned Auto Coverage, \$1,000,000 Accident for bodily injury and property damage.

- (Check if Required) General Liability Insurance**
\$1,000,000 per incident for bodily injury and property damage.

- (Check if Required) Professional Liability** Only if providing specialty License: Doctor, Nurse
Insurance \$1,000,000 per incident for bodily injury and property damage. If you have a specialty license, a copy of the license is required.

Please Note: If assistance is needed for insurance requirements, please e-mail Risk Management with a brief description of service, cost of service, which will be performed prior to submitting contract to Purchasing.

PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT

- Description of Service
- W-9 Form if New Contract or Company Name Change
- Certifications if Required
- Business License
- Insurance – General or Professional
- Worker’s Comp Certificate or Waiver
- Scope of Work or Fee Schedule

Quote #15-2024



TYSEN KNIGHT PRODUCTIONS

www.TysenKnight.com

info@TysenKnight.com

1717 E Vista Chino STE A7-122

Palm Springs, CA 92262

10/1/24

310.359.3330

San Geronio Middle School (Mural Project)

Attn: Chris Horton

1591 Cherry Avenue

Beaumont, CA 92223

SGMS Mural Project w/ Students

Students will participate in the creation of this Mural Project, this is an ongoing project, wall location TBD

\$10,000.00

Travel, materials, sketch designs, meeting with students and staff, regarding mural design selection and start date.

\$1,000.00

This includes mural cleanup and final details for the completion of the project.

Dunn-Edwards (Evershield) professional exterior high quality paint and primer will be used for this project.

Total Amount: \$11,000.00

TYSEN KNIGHT PRODUCTIONS - 2024



BEAUMONT UNIFIED SCHOOL DISTRICT

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
(OVER \$5,000.00)**

THIS AGREEMENT (“Agreement”) is made effective on October 23, 2024 (date) by and between AT10 Education, LLC hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

RECITALS

- A. In accordance with Government Code section 53060, the District desires to obtain special professional services and advice regarding accounting, administrative, economic, engineering, financial, legal and or other professional services, 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, and to the extent required by any applicable laws, Consultant has all licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such Services as are called for under this Agreement.

Accordingly, the parties agree with the above and as follows:

AGREEMENT

- 1. In consultation and cooperation with the District, the Consultant shall provide the professional services described herein (the “Services”) consistent with acceptable industry standards or better.
The Services are described in further detail:

- In the Statement of Work, attached.
- In the Specification, attached.
- Below (describe Services):

Any attachment to this Agreement is incorporated herein and made a part of this Agreement only as to the services and responsibilities of the Consultant. All other portions of any attachment to this Agreement shall not be incorporated or made a part of this Agreement unless agreed upon in writing by the District. In the event of any conflict, inconsistency, or ambiguity between the language in this Agreement and any attachment incorporated herein, the language and provisions in this Agreement will govern, be interpreted in favor over any attachment, and take precedence over any attachment.

The District will prepare and furnish the Consultant upon request such existing information as is necessary for the performance of Services by the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals, tools, etc., which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.

- 2. **TERM:** The term of this Agreement shall begin on October 23, 2024 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ see attached per hour, for a total cost not to exceed \$21,000.00 --or-- for a lump sum of \$ N/A --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) 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” or lump sum amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile,

workers' compensation (as required by law), professional negligence, and general liability insurance, etc., materials, supplies, and taxes.

4. **WORK PRODUCT OWNERSHIP:** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (collectively, the "Work Product") produced by Consultant under this Agreement shall be the sole and exclusive property of District. No Work Product produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, or patent 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 Work Product produced by Consultant under this Agreement. Upon request, the Consultant shall sign all documents necessary to confirm or perfect the exclusive ownership of the District to the Work Product. No consultant, firm, or corporation may use the District logo without pre-approval from the Superintendent.
5. **AGREEMENT AMENDMENT/MODIFICATION:** Any amendment or 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 and may require additional Board approval:
 - a. Increase dollar amounts;
 - b. Effect administrative changes;
 - c. Effect other changes as required by law; and
 - d. Term of agreement.

Amendments require Purchasing's approval and will not be paid until approval (signature) is received. If you need assistance with this matter, please contact the Purchasing Department at (951) 845-1631.

6. **INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and will perform the Services as an independent contractor 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, including but not limited to, permanent status, health insurance benefits, sick leave, paid vacation, or any other employee benefit. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes and that the District will not withhold federal or state income tax deductions from payments made to Consultant under this Agreement. Consultant must provide District with his/her Social Security Number or Taxpayer ID number. District will provide Consultant and the Internal Revenue Service ("IRS") with a statement of earnings at the conclusion of each calendar year as required by the IRS.
7. **TERMINATION:**
 - a. The District may terminate this Agreement for cause upon seven (7) days' written notice in the event of substantial failure of performance or material breach by Consultant including bankruptcy, insolvency, or the filing of a general assignment for the benefit of creditors by Consultant. In the event a termination for cause under this paragraph is determined to have been made wrongfully by the District or without cause, then the termination shall be treated as a termination for convenience in accordance with the paragraph below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.
 - b. The District may, at any time and for any reason, suspend performance by the Consultant or terminate this Agreement for the District convenience upon ten (10) days' written notice to Consultant, and compensate Consultant only for Services satisfactorily rendered to the date of such suspension or termination for convenience. In addition, and notwithstanding anything to the contrary contained in this Agreement, due to the current budget crisis and the fiscal constraints under which the District operates, the District may terminate the Agreement at any time without penalty, cost, or damages of any kind. The District's termination of the Agreement shall in no way affect Consultant's obligation to hold harmless and indemnify the District in accordance with Section 9. Written notice by the District shall be sufficient to suspend or terminate any further performance of Services by the Consultant under this paragraph. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three (3) 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 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 on the last page of this Agreement. Facsimile or electronic mail notices shall be accepted.

8. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, "Indemnitees") from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:
- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's subconsultant's employees arising out of Consultant's Services under this Agreement; and
 - b. General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by Consultant or any person, firm or corporation employed by the Consultant related to, founded upon or in connection with this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of Indemnitees; and
 - c. Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of Consultant, or any person, firm or corporation employed by Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including Indemnitees, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of Indemnitees.
 - d. Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against Indemnitees on account of or founded upon any of the causes, damages or injuries identified in this Section 9 and shall pay or satisfy any judgment that may be rendered against Indemnitees in any action, suit or other proceedings as a result thereof.
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- f. Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and network security. Coverage is required only if (1) products or services related to information technology for hardware or software are provided to the District and (2) if Consultant has access to personally identifiable information of the District through the provision of such technology-related products or services.
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- 12. **DELEGATEABILITY:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
- 13. **INTEGRATION:** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.
- 14. **JURISDICTION:** 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 Riverside County, California.

- 15. **CRIMINAL RECORDS CHECK:** Consultant shall contemporaneously execute, as a part of this Agreement, the attached “Certification by Consultant Criminal Records Check” form and submit it to the District if Consultant or Consultant’s employees **will** be working individually with students unsupervised.
- 16. **STUDENT DATA PRIVACY:** If Consultant will provide technology services that involve the digital access, use, storage or management of pupil records, then Consultant must complete and attach a student data privacy certification for compliance with Education Code section 49073.1. The student data privacy certification is available through the District. Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a District employee. Consultant shall fully comply with all applicable privacy requirements and laws including, without limitation, compliance with the Federal Family Educational Rights and Privacy Act of 1974 (“FERPA”) and the Health Insurance Portability and Accountability Act (HIPAA) and/ or the Privacy Act Code of Federal Regulations (CFR 42, Part 2.)

IN WITNESS THEREOF, the parties hereunto have subscribed to this Agreement, including the Agreement documents listed below:

- Specifications/Scope of Work Statement
- Certification by Consultant Criminal Records Check** (required if working with students unsupervised)
- Student Data Privacy Certification (required if using student data)
- W-9 form (company name must be same as the Consultant)
- Purchase Order (will be sent after signature and required documents are received)
- Other:

In signing this Agreement, the District representative acknowledges that he/she has no direct or indirect financial interest in the Consultant, nor does he/she have any knowledge of any District employee involved in selection of the Consultant having any direct or indirect financial interest in the Consultant or the Agreement, such that a prohibited conflict of interest exists.

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

<p>CONSULTANT:</p> <p>_____ AT10 Education, LLC Name</p> <p>_____ 1791 Mojave View Circle, Corona, CA 92882 Address, City, State and Zip</p> <p>_____ Signature</p> <p>_____ 951-444-1292 Phone</p> <p>_____ at10.education@gmail.com Email</p>	<p>DISTRICT:</p> <p>Beaumont Unified School District 350 W. Brookside Avenue Beaumont, CA 92223</p> <p>_____ CBO or Director of Fiscal Services</p> <p>_____ Date</p>
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**CERTIFICATION BY CONSULTANT
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102**

To the Governing Board of Beaumont Unified School District:

I, _____ (Consultant) certify that:
Name of Consultant

1. I have carefully read and understand the provisions and requirements set forth in Education Code Section 45125.1.
2. Due to the nature of the work, I will be performing for the District, my employees may have contact with students of the District.
3. Pursuant to Education Code section 45125.1, Consultant has conducted criminal background checks by submitting fingerprints of Consultant and all its employees (which includes any sole proprietor as used in this form) providing services to the Beaumont Unified School District pursuant to the Agreement dated _____ to the California Department of Justice, and certifies that none have been convicted of any felony specified in Education Code section 45122.1. Consultant shall immediately provide any subsequent arrest and conviction information to the District. Consultant shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of any felony specified in Education Code section 45122.1. Attached hereto, as Exhibit "B", is a list of employees of the undersigned who may come in contact with pupils.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____
Date

Signature

Typed or printed name

Title

Address

Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

Name of Individual(s) **State if Employee or Sub-Contractor**

Insert W-9

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

- Only required if driving is part of services or driving student(s) and or employee(s)**
Then automobile Liability Insurance, Including Hired & Non-Owned Auto Coverage, \$1,000,000 Accident for bodily injury and property damage.

- (Check if Required) General Liability Insurance**
\$1,000,000 per incident for bodily injury and property damage.

- (Check if Required) Professional Liability** Only if providing specialty License: Doctor, Nurse
Insurance \$1,000,000 per incident for bodily injury and property damage. If you have a specialty license, a copy of the license is required.

Please Note: If assistance is needed for insurance requirements, please e-mail Risk Management with a brief description of service, cost of service, which will be performed prior to submitting contract to Purchasing.

PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT

- Description of Service
- W-9 Form if New Contract or Company Name Change
- Certifications if Required
- Business License
- Insurance – General or Professional
- Worker’s Comp Certificate or Waiver
- Scope of Work or Fee Schedule



AT10 Education, L.L.C.
EIN # 88-4094583
1791 Mojave View Circle, Corona, CA 92882
Contact: Nikki Gelso, CEO/CFO (951) 444-1292
AT10education@gmail.com
<https://www.at10education.com>

Rates and Services 2024-25

Purpose of Assistive Technology: *The purpose of an Assistive Technology assessment is to determine which Assistive Technology interventions, if any, are necessary for the student to access their curriculum. Assessment is based on needs in the educational environment and the student's current level of performance. Under current law (IDEA) and California Ed. Code "Assistive Technology services and the services necessary to help a child select, acquire or use an assistive technology device are made available if required as part of the child's special education or related services." 20 U.S.C. Section 1401 (1) and (2); 34 C.F.R. Secs. 300.3008 and 300.6.*

1. **AT Assessments:** \$175/hour for a standard AT or AAC evaluation.
 - \$225/hour for an Independent Educational Evaluation (IEE).
 - a. Conduct legally compliant **Assistive Technology** assessments and write reports to determine appropriate tools and strategies in the areas of *curriculum access, study skills/executive functioning skills*, and **Alternative-Augmentative Communication (AAC)**. Observations, interviews, record reviews, and testing session/s will be completed with the student.
 - b. **AAC Eye Gaze Assessments** will be charged at the rate of \$205/hour due to their complexity.
 - c. **Expedited Assessments** requiring less than 30 days turnaround with a written report will be charged at \$205/hour.
2. **Services/Consultation/Meetings:** \$175/hour
 - a. Provide consultation/training and educational services for students, staff, and families using assistive technology tools, devices, or software.
 - b. All services/consultations/meeting attendance will be provided via virtual/telephonic means. In-person services will only be upon special request.
 - c. Witness preparation/trial appearances will be billed at \$205/hour plus travel time.
3. **Speech and Language Assessments**
 - a. \$185/hour for a standard evaluation.
 - b. \$205/hour for a standard combined speech/language and AAC evaluation.
 - c. \$225/hour for an Independent Educational Evaluation (IEE).
4. **Other Contractual Expenses**
 - **Travel time** for all in-person services is billed round trip at an hourly rate of \$175/hour. An assessor will be assigned based on the nearest geographic region. There will be a separately negotiated rate for lengthier travel, which may include travel arrangement reimbursement (such as, transportation expenses, hotel, etc.)
 - Adding a district/school as an **additional insured** to our Professional Liability is a cost that will be billed back to the district/school.
 - Requiring **additional verifications**, such as fingerprints, is an additional cost that will be billed back to the district/school.
5. **Professional Development and Presentations:** A separately negotiated rate will be discussed. There is a 90-minute minimum requirement for all trainings and presentations. The negotiated rate will include preparation, travel time, accommodations, and per diem as needed.
6. **AT or AAC Certificate Course:** \$2100/per participant
 - a. A 30+ hour virtual or hybrid course that prepares participants in how to assess and support students with curriculum access or complex communication needs. Provides coaching and mentoring with PDU/CEUs available from the University of Massachusetts Global.

CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE

This agreement is made effective on October 22, 2024 (date) by and between
Navigate360, hereafter called "VENDOR," and Beaumont Unified School DISTRICT,
hereafter called "DISTRICT."

WHEREAS, the DISTRICT and VENDOR have entered into the Agreement on (date); and

WHEREAS, the DISTRICT is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA"); and

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015, between a Local Education Agency (LEA) and a third-party VENDOR, must include certain terms; and

WHEREAS, the DISTRICT and the VENDOR desire to have this agreement and services comply with AB 1584.

NOW, THEREFORE, the Parties agree as follows:

1. The terms and conditions of the Agreement and any addenda are incorporated herein by reference.
2. The term shall expire once services have completed between DISTRICT and VENDOR or in any addenda, whichever controls.
3. Pupil records¹ obtained by VENDOR from DISTRICT continue to be the property of and under the control of the DISTRICT.
4. A description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account can be found at www.navigate360.com/policies/security.
5. A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information can be found at www.navigate360.com/policies/security.
6. A description of the actions the VENDOR will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records can be found at www.navigate360.com/policies/security

¹ Pupil records include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil records does not include de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information, (2) demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

7. A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records can be found at www.navigate360.com/policies/security.
8. VENDOR shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the agreement.
9. VENDOR certifies that a pupil's records shall not be retained or available to the VENDOR upon completion of the terms of the Agreement, except for a case where a pupil chooses to establish or maintain an account with the VENDOR for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced through the procedure which can be found at www.navigate360.com/policies/security
10. DISTRICT and VENDOR have reviewed the Family Educational Rights and Privacy Act (FERPA) and agree to ensure compliance with FERPA. VENDOR shall ensure FERPA compliance through the procedure which can be found at www.navigate360.com/policies/security.

IN WITNESS WHEREOF, parties execute this Agreement on the dates set forth below.

BEAUMONT UNIFIED SCHOOL DISTRICT

NAVIGATE360

Authorized Signature:

Carmen Ordonez, Director of Fiscal Services

Printed Name and Title:

Date:

Authorized Signature:

Denny Cowger
Denny Cowger

General Counsel

Date: October 7, 2024

California AB 1584 Compliance Checklist for Technology Services

Technology services agreements entered into, amended, or renewed by a local education agency on or after January 1, 2015, must include specific requirements. These requirements apply to contracts for services that utilize electronic technology, including cloud-based services, for the digital storage, management and retrieval of pupil records, as well as educational software that authorizes a third-party VENDOR to access, store, and use pupil records. All of the following requirements must be included in such contracts:

- A statement that pupil records continue to be the property of and under the control of the school DISTRICT;
- A description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account;
- A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract;
- A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information;
- A description of the actions the third party will take—including the designation and training of responsible individuals—to ensure the security and confidentiality of pupil records;
- A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records;
- A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced (NOTE: This requirement does not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account.);
- A description of how the DISTRICT and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act; and
- A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising.

² *References:* AB 1584; Cal. Educ. Code § 49073.1; 20 U.S.C. § 1232g

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”), is by and between Navigate360, LLC, a Nevada limited liability company, with offices located at 3900 Kinross Lakes Parkway, Second Floor, Richfield, Ohio 44286 (the “**Company**”) and Customer, whose detailed information is set forth on the applicable Order Form (the “**Customer**”).

WHEREAS, Customer desires to retain Company to provide certain safety and emergency preparedness and/or threat assessment services upon the terms and conditions hereinafter set forth, and Company is willing to perform such services. In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Definitions. The defined terms for this Agreement and its attachments are set forth at: <https://tinyurl.com/N360Definitions-20210107>
2. Services. Company shall provide the Services to Customer pursuant to the Addenda as described in more detail in any corresponding Order Form(s), in accordance with the terms and conditions of this Agreement:

Addendum A: Software Services
<https://tinyurl.com/N360AddendumA-20210106>

Only Addenda included on an Order Form shall apply. Additional Services may be purchased after the Effective Date subject to execution of additional Order Form.

3. Company's Obligations.
 - 3.1 Company shall:
 - (a) appoint Company Personnel, who are suitably skilled, experienced, and qualified to perform the Services;
 - (b) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services;
 - (c) comply with, and ensure that all Company Personnel comply with, all rules, regulations, and policies of Customer that are communicated to Company in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures;
 - (d) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Company in providing the Services; and
 - (e) require each Company Subcontractor to be bound in writing by the confidentiality and intellectual property assignment or license provisions of this Agreement.
 - 3.2 Company is responsible for all Company Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.
4. Customer's Obligations.
 - 4.1 Customer shall:
 - (a) cooperate with Company in all matters relating to the Services and appoint a Customer employee to serve as the primary contact, as well as two Customer employees to serve as backup contacts, with respect to this Agreement and who will have the authority to act for Customer pertaining to matters under this Agreement (the “**Customer Contract Manager**”);
 - (b) make available to Company certain use of Customer's facilities, telecommunications support, records, data, computer resources, software programs, networks, personnel, business information, current and accurate maps, wifi credentials, and other relevant information as reasonably required by Company in the performance of any Services hereunder or as specified on any applicable Order Form. If Customer has purchased any site mapping or risk assessment services, Customer must provide all floor plans and/or maps to Company within 30 days of the applicable Order Form; any delay in providing the floor plans and/or maps beyond the aforementioned 30-day period will result in an additional charge of 10% of the amount due for the site mapping or risk assessment services for each month, or portion thereof, of such delay. Customer shall ensure that competent personnel are available during normal working hours to provide information and other support to Company while providing Services. Authorized Service Recipients shall always keep the Customer aware of Company's schedule in providing the Services. Any Services refused or needing to be rescheduled due to any Authorized Service Recipient not sharing the relevant information/schedule of the Company for providing Services shall incur additional fees as set out in the Order Form;
 - (c) respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform the Services under this Agreement;
 - (d) provide such Customer information as Company may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and
 - (e) obtain and maintain all necessary licenses and consents and comply with all applicable Laws, including any

US export control regulations, in relation to the Services, in all cases before the date on which the Services are to start.

4.2 If Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, any Authorized Service Recipient, or their agents, subcontractors, consultants, or employees, including, without limitation, the provision of inaccurate, incomplete or outdated maps, documents or information, Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay. Additional fees may be incurred as a result of Customer, any Authorized Service Recipient, or their agents, subcontractors, consultants, or employees being in breach of this provision.

5. Term and Termination.

5.1 Term and Renewal. The term of this Agreement shall be set out on the Order Form (the "**Term**"). Thereafter, the term of this Agreement shall automatically renew for successive one-year terms unless either party provides written notice of nonrenewal to the other party at least 90 days prior to the end of the then-current Term. If either party provides timely notice of nonrenewal, then this Agreement shall terminate on the expiration of the then-current Term, unless sooner terminated as provided in this Section 5.

5.2 Termination of this Agreement for Cause. Either party may terminate this Agreement for cause, effective upon written notice to

the other party (the "**Defaulting Party**"), if the Defaulting Party:

(a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; or

(b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 15 business days or is not dismissed or vacated within 30 days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

5.3 Upon expiration or termination of this Agreement for any reason each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information, (ii) permanently delete all of the other party's Confidential Information from its computer systems, and (iii) certify in writing to the other party that it has complied with the requirements of this clause. Upon any termination for cause by Company, Customer shall pay any unpaid fees covering the remainder of the Term under all Order Forms after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Company for the period prior to the effective date of termination.

5.4 The rights and obligations of the parties set forth in Sections 5, 6, 7, 8, 9, 10, 11, 12, and 15 of this Agreement, and any right or obligation which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement. With respect to Confidential Information that constitutes a trade secret under applicable law the rights and obligations set forth in Section 8 will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Company or its Affiliates and its or their employees, officers, directors, shareholders, agents, independent contractors, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

6. Fees and Expenses; Payment Terms.

6.1 In consideration of the provision of the Services by the Company and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the applicable Order Form.

6.2 Except otherwise provided under this Agreement, the total fees for the Services shall be the amount set out in the applicable Order Form. The total price shall be paid to Company either in full or in installments, as set out in the Order Form. If paid in installments, at the start of a period specified in the applicable Order Form in respect of which an installment is due, Company shall issue invoices to Customer for the fees that are then payable. For any Services involving training and professional services, Customer shall pay the total fees for such Services within 30 days of executing this Agreement.

6.3 After the initial 12 months of the Term, Customer agrees and understands that subscription Services under this Agreement shall be subject to an annual increase of the greater of 5% or CPI.

6.4 Company shall issue invoices to Customer only in accordance with the terms of this Section, and Customer shall pay all properly invoiced amounts due to Company within 30 days after Customer's receipt of such invoice. All payments hereunder shall be in US dollars and made by check or wire transfer.

6.5 If Customer fails to make any payment when due, without limiting Company's other rights and remedies: (i) Company may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Company for all costs incurred by Company in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 90 days or more, Company may suspend Customer's and its Authorized Service Recipients' access to any portion or all of the Services until such amounts are paid in full, without incurring any obligation or liability to Customer or any other Person by reason of such suspension.

6.6 One-time Training Classes shall include a 30-day money back guarantee from the signing date of this Agreement, cancellations after the 30th day will be provided a voucher for an equivalent class for use within 180 days.

6.7 Customer shall be responsible for all sales, use, and excise taxes, value added, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

7. Intellectual Property Rights; Ownership.

7.1 Except as set forth in Section 7.2, Customer is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables, including all Intellectual Property Rights therein. Company agrees, and will cause its Company Personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Customer.

7.2 Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Company hereby grants Customer and its Authorized Service Recipients a limited, non-transferable (except in accordance with Section 15.6), non-sublicenseable license to use, perform, display, execute, reproduce, distribute, and transmit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Customer's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company.

7.3 Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Company shall have no right or license to use any Customer Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to Customer.

8. Confidential Information.

8.1 Receiving Party agrees:

(a) not to disclose or otherwise make available Confidential Information of Disclosing Party to any third party without the prior written consent of Disclosing Party; *provided, however*, that Receiving Party may disclose the Confidential Information of Disclosing Party to its officers, employees, consultants, and legal advisors, and, in the case of Company, its Affiliates, who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 8;

(b) to safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the same degree of care it uses to protect its own Confidential Information and no less than a reasonable degree of care;

(c) to use the Confidential Information of Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables, as permitted under this Agreement; and

(d) to promptly notify Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

8.2 If Receiving Party becomes legally compelled to disclose any Confidential Information, Receiving Party shall provide:

(a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, Receiving Party remains required by Law to disclose any Confidential Information, Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of Receiving Party's legal counsel, Receiving Party is legally required to disclose.

9. Representations and Warranties.

9.1 Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party;

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms; and

(e) it is in compliance with all applicable Laws regarding the provision and receipt of Services.

9.2 Company represents and warrants to Customer that:

(a) it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner and shall devote adequate resources to meet its obligations under this Agreement; and

(b) (i) to Company's knowledge, none of the Services, Deliverables, and Customer's use thereof infringe or will infringe any registered or issued patent, copyright or trademark of any third party arising under the Law, and, (ii) as of the date hereof, there are no pending or, to Company's knowledge, threatened claims, litigation, or other proceedings pending against Company by any third party based on an alleged violation of such Intellectual Property Rights, in each case, excluding any infringement or claim, litigation, or other proceedings to the extent arising out of (x) any Customer Materials or any instruction, information, designs, specifications, or other materials provided by Customer to Company, (y) use of the Deliverables in combination with any materials or equipment not supplied or specified by Company, if the infringement would have been avoided by the use of the Deliverables not so combined, and (z) any modifications or changes made to the Deliverables by or on behalf of any Person other than Company. Company's sole liability and Customer's sole and exclusive remedy for Company's breach of

this Section 9.2(b) are Company's obligations under Section 10.2.

9.3 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 9, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, AND ALL WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

9.4 THE SERVICES PROVIDE GUIDANCE AND TRAINING ON THEN-CURRENT BEST PRACTICES FOR RESPONDING TO CERTAIN EMERGENCY SITUATIONS AND/OR SAFETY THREATS; REFRESHER COURSES ARE RECOMMENDED AT LEAST EVERY TWO YEARS. COMPANY DOES NOT WARRANT THAT RELIANCE UPON THE SERVICES WILL PREVENT ACCIDENTS AND LOSSES OR, EXCEPT AS EXPRESSLY STATED IN WRITING IN AN APPLICABLE ORDER FORM, THAT THE SERVICES SATISFY LOCAL, STATE, OR FEDERAL INCIDENT RESPONSE REGULATIONS. AN INDIVIDUAL MUST USE THEIR OWN DISCRETION DURING AN EMERGENCY AND/OR SAFETY THREAT AS TO HOW THEY CHOOSE TO RESPOND.

10. Indemnification.

10.1 To the fullest extent permitted by Law, Company shall defend, indemnify, and hold harmless Customer and its officers, directors, employees, agents, successors, and permitted assigns (each, a "**Customer Indemnitee**") from and against all Losses awarded against a Customer Indemnitee in a final judgment arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of Company or Company Personnel; and

(b) Company's material breach of any representation, warranty, or obligation of Company set forth in in Section 9.1 or Section 9.2 of this Agreement.

10.2 To the fullest extent permitted by Law, Company shall defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses awarded against a Customer Indemnitee in a final judgment based on a claim that any of the Services or Deliverables or Customer's receipt or use thereof infringes any Intellectual Property Right of a third party arising under the Laws of the United States; *provided, however*, that Company shall have no obligations under this Section 10.2 with respect to claims to the extent arising out of:

(a) any Customer Materials or any instruction, information, designs, specifications, or other materials provided by Customer to Company;

(b) use of the Deliverables in combination with any materials or equipment not supplied to Customer or specified by Company in writing, if the infringement would have been avoided by the use of the Deliverables not so combined;

(c) use of or the inaccuracy or incomplete or outdated nature of the information in any maps or amendments thereof provided by Customer to Company; or

(d) any modifications or changes made to the Deliverables by or on behalf of any Person other than Company or Company Personnel.

10.3 To the fullest extent permitted by Law, Customer shall defend, indemnify, and hold harmless Company and Company's Affiliates and their officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of or resulting from any third-party action arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Customer;

(b) the transfer of any personal information from Customer to Company, and the subsequent use and/or processing of that information for the purposes of this Agreement; and

(c) Customer's breach of any representation, warranty, or obligation of Customer in this Agreement.

10.4 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 10.4 shall not relieve the indemnifying party of its obligations under this Section 10.4 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

10.5 Notwithstanding anything to the contrary in this Agreement, the indemnifying party is not obligated to indemnify, hold harmless, or defend the indemnified party against any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the indemnified party's:

(a) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or

(b) bad faith failure to comply with any of its material obligations set forth in this Agreement.

11. LIMITATION OF LIABILITY.

11.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS

FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY SHALL NOT BE RESPONSIBLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSSES, DAMAGES, CLAIMS, CAUSES OF ACTION OR LIABILITIES ARISING OUT OF OR IN CONNECTION WITH ANY ERRORS, INACCURACIES, MISSING OR OUTDATED INFORMATION IN THE MAPS OR DOCUMENTS PROVIDED BY CUSTOMER TO COMPANY.

11.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO COMPANY IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.3 The exclusions and limitations in Section 11.1 and Section 11.2 shall not apply to:

- (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 7 (Intellectual Property Rights; Ownership) or Section 8 (Confidentiality);
- (b) a party's indemnification obligations under Section 10 (Indemnification);
- (c) damages or other liabilities related to a party's gross negligence, willful misconduct, or intentional acts;
- (d) death or bodily injury or damage to real or personal property from a party's negligent acts or omissions; and
- (e) damages or liabilities to the extent covered by a party's insurance.

12. Non-Solicitation. Each party acknowledges and agrees that the employees of the other party who are involved in the performance of the Services are a valuable asset to such party and are difficult to replace. Accordingly, during the Term of the Agreement and for a period of one (1) year after the completion of Services, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under the Agreement who is then in the employ of the other party.

13. Acknowledgements. Customer acknowledges that the Services and Platform are commercially valuable proprietary products, methods, processes, and analytical information belonging to Company or its licensors, the design and development of which have involved the expenditure of substantial amounts of money over a long period of time, and which afford Company and its licensors a commercial advantage over its/their competitors. Customer understands that loss of this competitive advantage due to any unauthorized copying, distribution, downloading or use of the Services or the Deliverables would cause substantial damage to Company and its licensors. Company shall not be restricted in the manner it uses any ideas, concepts, processes, procedures, methodologies, templates, techniques, or know-how acquired or used by Company in the performance of the Services. Customer further acknowledges that Company is under no obligation to further develop, maintain, or market the Platform, and may abandon its technical or other support at any time. Future versions of the Platform, if any, may not be compatible with the current release of the Platform and the hardware and software. Customer is responsible for: (i) providing power, other hardware, equipment and components, not part of those supplied by Company as part of the Platform; (ii) internet access necessary to access and/or use the Platform; and (iii) complying with any policies and procedures as submitted by Company from time to time.

14. Force Majeure.

14.1 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; or (h) other similar events beyond the reasonable control of the party affected by the Force Majeure Event. The affected party shall give notice within five business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.

14.2 The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause. If the affected party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section 15, the other party may thereafter terminate this Agreement upon 30 days' written notice.

15. Miscellaneous.

15.1 Each party shall, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

15.2 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.3 Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party.

15.4 All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the

datemailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15.4.

If to Company:
Navigate360, LLC
3900 Kinross Lakes Parkway, Second Floor
Richfield, Ohio 44286
Email: legal@navigate360.com
Attention: General Counsel

If to Customer:
As set out on the Order Form

15.5 This Agreement, together with all Addenda, Exhibits, and Order Form(s) and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Addenda, Exhibit, or Order Form, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Addenda; (b) second, any Exhibits and Addenda to this Agreement; and (c) third, the applicable Order Form. No terms or conditions in Customer's purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

15.6 Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of law, change of control, or merger, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided, that*, either party may assign the Agreement in its entirety (including all Order Forms) to an Affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation, or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder.

15.7 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

15.8 This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver; nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise or the exercise of any other right, remedy, power, or privilege.

15.9 If any term or provision of this Agreement is invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.10 This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio.

15.11 Each party irrevocably and unconditionally agrees that it will not commence any action or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than a court situated in the State of Ohio. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees only to bring any such action or proceeding in such courts. Each party agrees that a final judgment in any such action or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

SOFTWARE SERVICES ADDENDUM

1. Integration. This Software Services Addendum (“**Addendum A**”) attached to that certain Master Services Agreement between the parties (the “**MSA**”) constitutes a binding agreement between Company and Customer in accordance with the terms and conditions thereof. In the event any of the provisions of this Addendum A are in conflict with any of the provisions of the MSA, the terms and provisions of the MSA shall control, unless this Addendum A expressly provides that its terms and provisions shall control.

2. Definitions. The defined terms for this Addendum A and its attachments are set forth at: <https://tinyurl.com/N360Definitions-20210107>

3. Access and Use.

3.1 Provision of Access. Company hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 15.6 of the MSA) right to access and use the Platform during the Subscription Term, solely for use by Authorized Service Recipients in accordance with the terms and conditions set forth in this Addendum. Such use is limited to Customer's internal use. The total number of Authorized Service Recipients and buildings covered (if applicable) set forth in the applicable Order Form cannot be decreased during the Subscription Term, and the total number of Authorized Service Recipients and buildings for which the Platform is used (if applicable) will not exceed the number set forth in the applicable Order Form, except as expressly agreed to in writing by the Parties and, if increased, subject to any appropriate adjustment of the fees payable in connection therewith. If any amount owing by Customer under this or any other agreement for the Services is 30 days or more overdue, Company may, without limiting Company's other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Company's use of the Platform until such amounts are paid in full.

3.2 Access and Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Addendum. Customer may not access or use the Platform if Customer is Company's direct competitor, except with Company's prior written consent. In addition, Customer may not access or use the Platform for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Service Recipients to: (i) copy, frame, mirror, modify, or create derivative works of the Platform or Pre-Existing Materials, in whole or in part, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes; (ii) rent, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Pre-Existing Materials; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; or (iv) remove any proprietary notices from the Platform or Deliverables. Customer shall not disclose the results of any benchmark tests run on the Platform, without the prior written approval of Company.

3.3 Passwords. Customer and its Authorized Service Recipients are responsible for keeping its passwords and access credentials associated with the Platform confidential and assumes all responsibility for doing the same. Neither Customer nor any Authorized Service Recipients shall sell or transfer them to any other person or entity. Customer will promptly notify Company about any unauthorized access to its passwords or access credentials. Company acknowledges that Company must have access to Customer's systems and any and all systems and resources to perform its duties. As such, Company must have access to Customer's passwords. If a password is lost or not available, Company will not be held liable for being unable to provide the Platform or the Services.

3.4 Suspension. Company may suspend or terminate Customer's right to access or use any portion or all of the Platform, or its Services, immediately upon notice if: (i) Customer's use of the Platform (a) poses a security risk to the Platform or any third party, (b) could adversely impact Company systems, the Platform, or the systems or data of any other Company customer or third party, (c) could subject Company, its Affiliates, or any third party to liability, or (d) could be fraudulent, illegal, or contrary to Company's documentation or instructions; or (ii) Customer is in breach of this Addendum. If Company suspends Customer's right to access or use any portion of the Platform, Customer remains responsible for all fees and charges Customer incurs during the period of suspension.

4. Service Levels and Support. The Platform shall be available according to the service levels set out at: <https://tinyurl.com/N360ServiceLevels-20210107>

5. Platform Availability. Company shall use commercially reasonable efforts to keep the Platform operating smoothly and efficiently and to make the Platform available 24 hours a day, 7 days a week, except for: (i) Scheduled Downtime, of which Company shall give notice via the Platform and which Company shall schedule to the extent practicable during the weekend hours (i.e., from 8:00 p.m. Eastern time Friday to 5:00 a.m. Eastern time Monday) or such other days and times so as to minimize interference with Customer's daytime business activities; or (ii) any unavailability caused by circumstances beyond Company's reasonable control, including without limitation, Force Majeure Events, strikes or other labor problems (other than those involving Company's employees), or internet service provider failures or delays. Customer acknowledges and agrees that, given that the Platform operates using computer equipment, computer software programs, telecommunications services, and the internet, Company shall not be responsible for delays or service interruptions

attributable to causes beyond its reasonable control. Company will maintain adequate backup arrangements and equipment in order to maintain Customer's data stored on or through the Platform in the event of the failure of any of Company's equipment.

6. Platform Downtime. If Customer opts out or otherwise objects in writing to Company prior to commencement of a Scheduled Downtime, Company shall not be liable for the failure to obtain any such updates or other maintenance or adjustments to the Platform. Notwithstanding any provision to the contrary, Company shall not be responsible for any delays or deficiencies to the extent that such delays or deficiencies are caused by Customer's action or omissions. In the event that such delays or deficiencies occur, Company shall be permitted to extend any relevant deadline as Company deems necessary to accommodate such delays or deficiencies.

7. Maintenance Releases. During the Subscription Term, Company will provide Customer with all Maintenance Releases (including updated Deliverables) that Company may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases provided by Company to Customer are deemed part of the Platform. Customer agrees that Company has no obligation to continue to provide or enable any particular features or functionality. Customer does not have any right hereunder to receive any New Versions of the Platform that Company may, in its sole discretion, release from time to time. Company may license any New Version at Company's then-current list price and subject to a separate Order Form, provided that Customer is in compliance with the terms and conditions of this Addendum.

8. Platform Suggestions and Improvements. If Customer provides any suggestions to Company or its Affiliates, Company will be entitled to use the suggestions without restriction. Customer hereby irrevocably assigns to Company all right, title, and interest in and to the suggestions and agrees to provide assistance in documenting, perfecting, and maintaining Company's rights in the suggestions.

9. Use of Data. Customer hereby grants Company a perpetual, royalty-free license to use all data and analytics related to the Platform, and Customer's use thereof, for purposes of using the data to improve the Platform and the product offerings of Company, and for other purposes, including, without limitation, other business applications by Company, all of which rights shall survive the expiration of the term or termination, and shall be without any payment from Company.

10. Student and Staff Records. Company acknowledges that it may create, receive from or on behalf of Customer or Customer authorized parties, or have access to records or record systems that are subject to certain federal, state, and local laws and regulations (such records collectively, "**Records**"). The Records are the sole property of Customer. Company shall maintain the confidentiality of the Records. Company shall not be liable for any unauthorized or inappropriate disclosure of confidential student or staff information by Customer. Company may disclose confidential student or staff information when required by law to do so or when authorized by Customer to make such a disclosure. Customer is solely responsible for obtaining all rights, permissions, and consents from its users and other personnel that are necessary to grant the rights under this Addendum.

11. Company's Responsibilities.

11.1 Company shall provide the Platform in accordance with applicable laws and government regulations.

11.2 Company will employ reasonable safeguards to protect the security of the Platform.

12. Customer's Responsibilities.

12.1 Customer shall pay the subscription fees set forth in the applicable Order Form, on payment terms set in the MSA.

12.2 Customer is responsible and liable for all uses of the Platform and Deliverables resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Addendum. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Service Recipients, and any act or omission by an Authorized Service Recipient that would constitute a breach of this Addendum if taken by Customer will be deemed a breach of this Addendum by Customer. Customer shall use reasonable efforts to make all Authorized Service Recipients aware of this Addendum A's provisions as applicable to such Authorized Service Recipients' use of the Platform and shall cause Authorized Service Recipients to comply with such provisions.

12.3 Customer shall: (i) be solely responsible for the accuracy, quality, integrity, and legality of Customer Materials and of the means by which Customer acquired its Customer Materials; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and notify Company promptly of any such unauthorized access or use; and (iii) use the Platform only in accordance with Company's guidelines, including those set forth in the Platform Terms of Use available through the Platform, as may be amended from time to time, and applicable laws and government regulations.

12.4 Customer shall not: (i) make the Platform available to anyone other than Authorized Service Recipients; (ii) use the Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iii) use the Platform to store or transmit Malicious Code; (iv) interfere with or disrupt the integrity or performance of the Platform; or (v) attempt to gain unauthorized access to the Platform or its related systems or networks.

12.5 If Customer is in material breach of any obligations, in addition to any of its other rights or remedies, Company reserves the right to immediately suspend Customer's use of the Platform without liability to Customer, until such breach is cured.

12.6 Upon expiration or earlier termination of the Agreement, Customer shall immediately discontinue use of the Platform. Company will promptly return to Customer or securely dispose of all Customer Materials in its possession. Customer shall pay Company's then-current standard rates for Company's work to destroy or to format, prepare, and deliver Customer Materials to Customer.

13. Reservation of Rights. Customer acknowledges that, as between Customer and Company, Company owns all right, title, and interest, including all intellectual property rights, in and to the Platform. Subject to the limited rights expressly granted hereunder, Company reserves all rights, title, and interest in and to the Platform, including all related intellectual property rights. No rights are granted to Customer other than as expressly set forth herein. Customer acknowledges that the Platform is made available pursuant to license in accordance with the terms of this Addendum A and neither the Platform nor any Platform services constitute Deliverables under the MSA.

14. Warranties and Warranty Disclaimer.

14.1 Company warrants that (i) Platform will perform materially in accordance with documentation made available to Customer and (ii) the functionality of Platform will not be materially decreased during a Subscription Term.

14.2 EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 14.1, THE PLATFORM IS PROVIDED "AS IS" AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

14.3 Each party represents and warrants that it will not transmit to the other party any Malicious Code.

14.4 Customer warrants that it and its agents, and any person acting for the benefit of Customer or on its behalf or with its authorization, will in all respects comply with all applicable laws and regulations and refrain from violating the rights or infringing the interests (or attempting to do so) of any third parties in connection with the use of the Platform, including without limitation in the selection, gathering, creation, modification, uploading onto the Platform, maintenance, preservation, retrieval, dissemination, other utilization, and (for Customer, only) granting access of and to the Uploaded Content stored in Customer's Platform area. Customer affirms that it has, and at all times will have, all necessary rights, licenses, consents, and permissions (without the need for any additional approval, waivers, or releases, or payment to another person or entity) to submit, store, develop, use, disseminate, and grant access to all of the Uploaded Content with regard to any restraints that otherwise might be imposed by law or contract protecting copyrights, patents, trademarks, trade secrets, trade names, or privacy, publicity, or confidentiality (including statutory and contractual restrictions on disclosure and appropriation), and/or for any other intellectual property rights or rights or interests arising in connection with proprietary information.

DEFINITIONS

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"Authorized Service Recipients" means the individuals who are authorized by Customer and Company to receive or use the Services. Authorized Services Recipients may include Customer's employees, contractors, consultants, and agents.

"Confidential Information" means any information that is treated as confidential by a party, including, but not limited to, all non-public information about its business affairs, products or services, Intellectual Property Rights, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential". Confidential Information shall not include information that: (a) is already known to Receiving Party without restriction on use or disclosure prior to receipt of such information from Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, Receiving Party; (c) is developed by Receiving Party independently of and without reference to any Confidential Information of Disclosing Party; or (d) is received by Receiving Party from a third party who is not under any obligation to Disclosing Party to maintain the confidentiality of such information.

"Company Personnel" means all employees and Company Subcontractors engaged by Company to perform the Services.

"Company Subcontractor" means any Person, including all subcontractors and Affiliates of Company, other than Company's employees, engaged by Company to provide any Services or Deliverables to Customer.

"Customer Materials" any documents, data, know-how, software, and other materials provided to Company by Customer.

"Deliverables" means all documents, work product, and other materials that prepared by or on behalf of Company in the course of performing the Services and delivered to Customer hereunder, and identified as such in an Order Form.

"Disclosing Party" means a party that discloses Confidential Information under this Agreement.

"Hosted Session" means a contract for a seat in an existing scheduled training session conducted by Company Personnel.

"Intellectual Property Rights" means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"Losses" mean all losses, damages, liabilities, actions, judgments, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, and the cost of enforcing any rights hereunder and the cost of pursuing any insurance providers.

"Maintenance Release" means any update, upgrade, release, or other adaptation or modification of the Platform, including any updated Deliverables, that Company may develop and provide to Customer from time to time during the Subscription Term, which may contain, among other things, error corrections, enhancements, improvements, new features, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Platform, but does not include any New Version. Maintenance Releases may also modify or delete in their entirety certain features and functionality.

"Malicious Code" means viruses, worms, Trojan horses, and other harmful or malicious code, files, scripts, or programs.

"New Version" means any new version of the Platform, in whole or in part, that Company may from time to time introduce and market generally as a distinct licensed product (as may be indicated by Company's designation of a new version number), and which Company may make available to Customer at an additional cost under a separate Order Form.

"Order Form" mean each Order Form entered into by the parties and attached to this Agreement.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"Platform" means the online, web-based applications and safety training systems that include Company's software products for active shooter response and safety management, as well as tools for developing, managing, accessing, and implementing Customer's safety information, provided by Company to Customer hereunder, as set forth in an Order Form.

"Pre-Existing Materials" means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by the Company prior to the commencement or independently of this Agreement.

"Receiving Party" means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

"Services" mean the services to be provided by Company under this Agreement, as described in more detail in the attached addenda (each, an **"Addendum,"** and collectively the **"Addenda"**) and any corresponding Order Form(s).

"Scheduled Downtime" shall mean those hours, as determined by Company, during which time Company shall perform scheduled maintenance, updates, or adjustments to the Platform.

"Subscription Term" has the meaning set forth in the applicable Order Form.

"Training" means any live or in-person training courses, sessions, or other programs to be provided by Company Personnel to Customer hereunder, as set forth in an Order Form.

"Uploaded Content" means the Customer Materials selected, up-loaded, and/or modified within Customer's area of the Platform by Customer, rather than Company.

NAVIGATE360 - ORDER FORM

Customer:	Brookside Elementary School 38755 Brookside Ave Cherry Valley, CA 92223 Dalila Janos djanos@beaumontusd.k12.ca.us	Proposal No:	Q-170561
		Proposal By:	Brittany Kessler
		Email:	bkessler@navigate360.com
		Opp Number:	228833
		Proposal Expires:	10/23/2024

Total Investment: \$2,255.00 - Net 30

Term: The 12 month term for subscription services begins on **7/1/2024** and ends on **6/30/2025**. Subscription services will be billed according to the following invoice schedule: Annually

Notes:

SUBSCRIPTION SERVICES

Product	Description	Quantity	Annual Price
PBIS Rewards Per Student Fee	PBIS Rewards Per Student Fee	700 Students	\$1,505.00
PBIS Rewards Service Base Fee	PBIS Rewards Service Base Fee	1 Building(s)	\$750.00

Subscription Total: \$2,255.00

Total: \$2,255.00

Proposal No: **Q-170561**

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

Terms and Conditions

Please see the Master Services Agreement and Addenda thereto for the terms and conditions that govern this Order Form. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features of the Services nor dependent on any oral or written public comments made by Company regarding future functionality or features.

By signing below, Customer agrees to the Master Service Agreement Terms and following addenda:

Master Service Agreement: [Brookside Elementary School MSA](#)

[Software Services Addendum A](#)

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

NAVIGATE360 SIGNATORY

Name: _____
Date: _____
Signature: _____

CUSTOMER BILLING INFORMATION

A/P Contact Name: Accountant Assistant
A/P Phone: 951.845.1631
A/P Email: purchasing-ap@beaumontusd.k12.ca.us
A/P Address: 350 W Brookside Avenue
City: Beaumont
State (2 Letter Abbreviation): CA
Zip Code: 92223
Federal Tax ID: 91-1883328
Purchase Order
 Attached PO #: _____
 PO in process to be sent separately:
Sales Tax Exempt No. _____

CUSTOMER SIGNATORY

Name: Carmen Ordonez
Title: Director of Fiscal Services
Date: _____
Signature: _____

Sales Tax Exemption Certificate must be attached.

Upload Document:

Proposal No: **Q-170561**

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.



BEAUMONT UNIFIED SCHOOL DISTRICT
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
(UNDER \$5,000.00)

THIS AGREEMENT (“Agreement”) is made effective on October 23, 2024 (date) by and between The Art Barn hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

RECITALS

- A. In accordance with Government Code section 53060, the District desires to obtain special professional services and advice regarding accounting, administrative, economic, engineering, financial, legal and or other professional services, 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, and to the extent required by any applicable laws, Consultant has all licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such Services as are called for under this Agreement.

Accordingly, the parties agree with the above and as follows:

AGREEMENT

- 1. In consultation and cooperation with the District, the Consultant shall provide the professional services described herein (the “Services”) consistent with acceptable industry standards or better.

The Services are described in further detail:

- In the Statement of Work, attached.
- In the Specification, attached.
- Below (describe Services):

Any attachment to this Agreement is incorporated herein and made a part of this Agreement only as to the services and responsibilities of the Consultant. All other portions of any attachment to this Agreement shall not be incorporated or made a part of this Agreement unless agreed upon in writing by the District. In the event of any conflict, inconsistency, or ambiguity between the language in this Agreement and any attachment incorporated herein, the language and provisions in this Agreement will govern, be interpreted in favor over any attachment, and take precedence over any attachment.

The District will prepare and furnish the Consultant upon request such existing information as is necessary for the performance of Services by the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals, tools, etc., which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.

- 2. **TERM:** The term of this Agreement shall begin on October 23, 2024 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ N/A per hour, for a total cost not to exceed 2,000.00 --or-- for a lump sum of \$ N/A --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) 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” or lump sum

amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile, workers’ compensation (as required by law), professional negligence, and general liability insurance, etc., materials, supplies, and taxes.

4. **WORK PRODUCT OWNERSHIP:** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (collectively, the “Work Product”) produced by Consultant under this Agreement shall be the sole and exclusive property of District. No Work Product produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, or patent 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 Work Product produced by Consultant under this Agreement. Upon request, the Consultant shall sign all documents necessary to confirm or perfect the exclusive ownership of the District to the Work Product. No consultant, firm, or corporation may use the District logo without pre-approval from the Superintendent.
5. **AGREEMENT AMENDMENT/MODIFICATION:** Any amendment or 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 and may require additional Board approval:
 - a. Increase dollar amounts;
 - b. Effect administrative changes;
 - c. Effect other changes as required by law; and
 - d. Term of agreement.

Amendments require Purchasing’s approval and will not be paid until approval (signature) is received. If you need assistance with this matter, please contact the Purchasing Department at (951) 845-1631.

6. **INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and will perform the Services as an independent contractor 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, including but not limited to, permanent status, health insurance benefits, sick leave, paid vacation, or any other employee benefit. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes and that the District will not withhold federal or state income tax deductions from payments made to Consultant under this Agreement. Consultant must provide District with his/her Social Security Number or Taxpayer ID number. District will provide Consultant and the Internal Revenue Service (“IRS”) with a statement of earnings at the conclusion of each calendar year as required by the IRS.
7. **TERMINATION:**
 - a. The District may terminate this Agreement for cause upon seven (7) days’ written notice in the event of substantial failure of performance or material breach by Consultant including bankruptcy, insolvency, or the filing of a general assignment for the benefit of creditors by Consultant. In the event a termination for cause under this paragraph is determined to have been made wrongfully by the District or without cause, then the termination shall be treated as a termination for convenience in accordance with the paragraph below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.
 - b. The District may, at any time and for any reason, suspend performance by the Consultant or terminate this Agreement for the District convenience upon ten (10) days’ written notice to Consultant, and compensate Consultant only for Services satisfactorily rendered to the date of such suspension or termination for convenience. In addition, and notwithstanding anything to the contrary contained in this Agreement, due to the current budget crisis and the fiscal constraints under which the District operates, the District may terminate the Agreement at any time without penalty, cost, or damages of any kind. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9. Written notice by the District shall be sufficient to suspend or terminate any further performance of Services by the Consultant under this paragraph. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three (3) 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 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 on the last page of this Agreement. Facsimile or electronic mail notices shall be accepted.

8. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, "Indemnitees") from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:
- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's subconsultant's employees arising out of Consultant's Services under this Agreement; and
 - b. General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by Consultant or any person, firm or corporation employed by the Consultant related to, founded upon or in connection with this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of Indemnitees; and
 - c. Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of Consultant, or any person, firm or corporation employed by Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including Indemnitees, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of Indemnitees.
 - d. Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against Indemnitees on account of or founded upon any of the causes, damages or injuries identified in this Section 9 and shall pay or satisfy any judgment that may be rendered against Indemnitees in any action, suit or other proceedings as a result thereof.
9. **INSURANCE:** During the term of this Agreement, the Consultant shall maintain:
- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. In the event the Consultant/Vendor will be working directly with students, sexual misconduct must be included in the general liability coverage.
 Certificate of General Liability Insurance **and** Additional Insured Endorsement is attached.
 - b. Automobile liability insurance in the following amounts:
\$500,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
\$25,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.
 Certificate of Auto Liability for \$1,000,000 per occurrence is attached. Consultant certifies it will NOT be transporting anyone on behalf of the District. **OR**
 Certificate of Auto Liability for \$25,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.
 - c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer); \$2,000,000 aggregate**
 Certificate of Professional Insurance is attached.
 - d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;
 Certificate of Educators' Legal Liability is attached.
 - e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.
 Workers' Compensation Insurance Certificate is attached, **OR**

Sole Proprietor / NO Workers' Compensation Insurance is required. BUT must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.

- f. Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and network security. Coverage is required only if (1) products or services related to information technology for hardware or software are provided to the District and (2) if Consultant has access to personally identifiable information of the District through the provision of such technology-related products or services.
 Certificate of Cyber Liability is attached.
- g. Sexual Abuse and Molestation (SAM) Insurance with limits of not less than \$2,000,000 for each occurrence and an annual aggregate of at least \$4,000,000.
 Certificate of SAM Liability is attached.

Consultant shall maintain such insurance coverage, in the amounts set forth above, unless otherwise agreed in writing by the District. If the Consultant maintains higher limits than the minimum shown above, the District requires and shall be entitled to coverage at the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

The Consultant shall provide certificates of insurance and additional insured endorsements indicating applicable insurance coverages within ten (10) days of the effective date of this Agreement, **NAMING THE DISTRICT AS ADDITIONAL INSURED with the endorsement on form CG20101185 or equivalent as determined by the District. The certificate holder shall be listed as Beaumont Unified School District, its Board, officers, agents, employees, and volunteers. The insurance certificates and/or the endorsements shall state that the policies shall be primary and shall not contribute to any insurance policy of the District.** Insurance certificates shall be mailed to the Purchasing Department, 350 W. Brookside Ave., Beaumont, CA 92223. Coverage shall not be cancelled except with notice to the District.

Please note: If assistance is needed concerning insurance requirements, please contact the Risk & Safety Management Department at (951) 845-1631, with a brief description and the cost of service that will be performed prior to submitting contract to purchasing.

10. **COMPLIANCE WITH LAW/CONFIDENTIALITY:** The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies, ordinances, and workers' compensation laws. All agreement provisions required by law shall be deemed incorporated into this Agreement. Consultant will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Consultant, or divulge, disclose, or communicate in any manner any information that is proprietary to the District or protected from disclosure by law (such as student records). Consultant will protect such information and treat it as strictly confidential. The provisions of this Section 13 shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Consultant will return to the District all student records, other records, notes, documentation, and other items that were used, created, or controlled by Consultant during the term of this Agreement. The Consultant represents and warrants it does not have any potential, apparent, or actual conflict of interest relating in any way to this Agreement.
11. **RECORD RETENTION:** 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 Government Code.
12. **DELEGATEABILITY:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
13. **INTEGRATION:** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.

- 14. **JURISDICTION:** 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 Riverside County, California.
- 15. **CRIMINAL RECORDS CHECK:** Consultant shall contemporaneously execute, as a part of this Agreement, the attached “Certification by Consultant Criminal Records Check” form and submit it to the District if Consultant or Consultant’s employees **will** be working individually with students unsupervised.
- 16. **STUDENT DATA PRIVACY:** If Consultant will provide technology services that involve the digital access, use, storage or management of pupil records, then Consultant must complete and attach a student data privacy certification for compliance with Education Code section 49073.1. The student data privacy certification is available through the District. Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a District employee. Consultant shall fully comply with all applicable privacy requirements and laws including, without limitation, compliance with the Federal Family Educational Rights and Privacy Act of 1974 (“FERPA”) and the Health Insurance Portability and Accountability Act (HIPAA) and/ or the Privacy Act Code of Federal Regulations (CFR 42, Part 2.)

IN WITNESS THEREOF, the parties hereunto have subscribed to this Agreement, including the Agreement documents listed below:

- Specifications/Scope of Work Statement
- Certification by Consultant Criminal Records Check** (required if working with students unsupervised)
- Student Data Privacy Certification (required if using student data)
- W-9 form (company name must be same as the Consultant)
- Purchase Order (will be sent after signature and required documents are received)
- Other:

In signing this Agreement, the District representative acknowledges that he/she has no direct or indirect financial interest in the Consultant, nor does he/she have any knowledge of any District employee involved in selection of the Consultant having any direct or indirect financial interest in the Consultant or the Agreement, such that a prohibited conflict of interest exists.

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

CONSULTANT:
The Art Barn Susan Heinrich
Name
37225 Goodie Lane Cherry Valley CA 92223
Address, City, State and Zip
 10/9/2024
Signature Date
909-633-0417
Phone Fax
susan@theartbanstudios.com
Email

DISTRICT:
Beaumont Unified School District
350 W. Brookside Avenue
Beaumont, CA 92223

CBO or Director of Fiscal Services Date

**CERTIFICATION BY CONSULTANT
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102**


To the Governing Board of Beaumont Unified School District:

I, Susan Heinrich (Consultant) certify that:
Name of Consultant

1. I have carefully read and understand the provisions and requirements set forth in Education Code Section 45125.1.
2. Due to the nature of the work, I will be performing for the District, my employees may have contact with students of the District.
3. Pursuant to Education Code section 45125.1, Consultant has conducted criminal background checks by submitting fingerprints of Consultant and all its employees (which includes any sole proprietor as used in this form) providing services to the Beaumont Unified School District pursuant to the Agreement dated _____ to the California Department of Justice, and certifies that none have been convicted of any felony specified in Education Code section 45122.1. Consultant shall immediately provide any subsequent arrest and conviction information to the District. Consultant shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of any felony specified in Education Code section 45122.1. Attached hereto, as Exhibit "B", is a list of employees of the undersigned who may come in contact with pupils.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Cherry valley California, California on 10/9/2024
Date



Signature

Susan Heinrich

Typed or printed name

Owner

Title

37225 Goodie Ln. Cherry valley CA 92223

Address
909-633-0417

Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

Name of Individual(s) **State if Employee or Sub-Contractor**

Volunteers very depending on availability
Brent Heinrich
Shane Turley
Stephanie Saenz
Debbie Jenkins
Lisa Righter
weapons move

Insert W-9

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

- Only required if driving is part of services or driving student(s) and or employee(s)**
Then automobile Liability Insurance, Including Hired & Non-Owned Auto Coverage, \$1,000,000 Accident for bodily injury and property damage.

- (Check if Required) General Liability Insurance**
\$1,000,000 per incident for bodily injury and property damage.

- (Check if Required) Professional Liability** Only if providing specialty License: Doctor, Nurse
Insurance \$1,000,000 per incident for bodily injury and property damage. If you have a specialty license, a copy of the license is required.

Please Note: If assistance is needed for insurance requirements, please e-mail Risk Management with a brief description of service, cost of service, which will be performed prior to submitting contract to Purchasing.

PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT

- Description of Service
- W-9 Form if New Contract or Company Name Change
- Certifications if Required
- Business License
- Insurance – General or Professional
- Worker’s Comp Certificate or Waiver
- Scope of Work or Fee Schedule



ESTIMATE

The Art Barn

37225 Goodie Lane
Cherry Valley Ca 92223

(909) 633-0417 (Phone)
(909) 633-0417 (Mobile)
theartbarnstudios.com
susan@theartbarnstudios.com
Contents

For Summerwind Trails Karla Gravada

Estimate Num
Date

45
Oct 9, 2024

please make check payable to Susan Heinrich **Quantity** **Rate** **Amount**

* All supplies included for step by step painting on 11x14 canvas.
Winter Penguin 129 \$12.00 \$1,548.00

* Indicates non-taxable item

Thank you for your business. Please make check payable to Susan Heinrich.

Subtotal \$1,548.00

Tax (8%) \$0.00

Total \$1,548.00