

Sports Information Department • 419 Wildcat Way Lebanon TN 37090 • 615.453.4600 • 615.453.4610 • WCSN@WCSchools.com

October 9, 2024

Dear Mr. Van Hofwegen,

We are delighted to extend an invitation for you and your team to visit Wilson Central High School to experience our Luxedo court mapping and projection system firsthand. We understand that Beaumont High School is considering this innovative technology for your own athletic facilities, and we would be honored to provide a demonstration of the system's capabilities and share our insights regarding its effectiveness and quality.

During your visit, we will walk you through the various features of the Luxedo system and discuss how it has enhanced the game-day experience for our athletes, coaches, and fans. Our team will be available to answer any questions you may have about the setup, maintenance, and overall investment involved in implementing this cutting-edge technology.

Please let us know your preferred date and time for the visit so we can make arrangements to ensure a productive and informative experience.

We look forward to the opportunity to showcase this exciting advancement in sports technology and to support Beaumont High School in making an informed decision.

If you need further information, please contact us through email WCSN@wcschools.com

Warm regards,

Jay Holladay SID Sports Information Department Wilson Central High School



Diamond6 Leadership & Strategy, LLC 950 Walnut Bottom Road, Suite 15, #236 Carlisle, PA 17015 Tel: 717.254.8431 info@diamondsixleadership.com

AGREEMENT FOR EDUCATIONAL SERVICES

Beaumont Unified School District Gettysburg Leadership Workshop July 06-10, 2025

THIS SERVICES AGREEMENT, effective this 13th day of November 2024 between Diamond6 Leadership & Strategy, LLC, a Pennsylvania limited liability company (hereinafter "Diamond6") and Beaumont Unified School District, 350 Brookside Ave., Beaumont, CA, 92223 (hereinafter "Client").

WITNESSETH

WHEREAS, Diamond6 has developed educational expertise and support services for delivery of leadership seminars and presentations (hereinafter "Educational Services"); and

WHEREAS, Client has requested that Diamond6 provide Educational Services for the benefit of Client; and

WHEREAS, Diamond6 has agreed to provide Educational Services under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and with intent to be legally bound, the parties hereto agree as follows:

Article 1 – Educational Services, Payment Terms, and Pre-Workshop Information.

Article 1.1 – Educational Services

Diamond6 shall provide the following Educational Services to the Client:

Diamond6 shall provide four days of Educational Services to Client, scheduled for July 06-10, 2025, for an estimated 25 participants to include the Needs and Goals Assessment, Resource Page containing Overview Presentation, Workshop Content, and Faculty Fees.

Article 1.2 – Payment Terms

For delivery of Educational Services outlined in Article 1.1, Client agrees to pay Diamond6 tuition of \$7,500/day for twenty (20) or fewer participants; \$375/day for each participant in excess of twenty (20); and any additional charges associated with delivery of

Educational Services agreed to by Client. Client further agrees to reimburse all expenses incurred by Diamond6 at Client's request for lodging, ground transportation, meals, and any additional expenses associated with providing the Educational Services agreed to by Client. A non-refundable deposit (hereinafter "Deposit") in the amount of \$51,532.80 shall be made by Client upon execution of this Agreement. The balance is due within thirty (30) days of receipt of the final invoice, which will be submitted no later than sixty (60) days after completion of the contracted for Educational Services. A late fee of 5% per month will be added to all invoices not paid within 30 days.

A coordination fee will be added to the final invoice based on twenty percent (20%) of the combined final logistical costs incurred (i.e., hotels, buses, meeting venues, meals, etc.). Original receipts will accompany the final invoice upon request, and when available.

Diamond6 will offer a *tuition* discount of 3% if this contract is signed and deposit is received 6 months prior to event, by 1/6/25. The 3% discount will be reflected in the Final Invoice.

Article 1.2.1 – Increased Participation Numbers

Should Client need to *add* any participant(s) within the 30-day timeframe outlined in the following section under Article 1.3, the fee per participant will be increased to \$375/day regardless of whether or not that participant is within the 20 or fewer participant level.

Article 1.2.2 – Decreased Participation Numbers

Should Client need to *remove* any participant within the 30-day timeframe outlined in the following section under Article 1.3, there will be a \$100 per participant surcharge. Effort will be made to adjust logistical counts, i.e. lodging, meals, and tickets, when possible, but cannot be guaranteed.

Article 1.2.3 – Last Minute Change to Participation Numbers

No changes shall be made within 7 days of the start of the event without direct email notification by Client Contact identified in Article 3 below to Tanya McCausland.

Article 1.3 – Pre-Workshop Information

Client shall provide Diamond6 with written approval of individual sessions to be selected from a list to be made available by Diamond6 no less than sixty (60) days prior to the Commencement date for the Educational Services. Client shall further provide Diamond6 with the list of participants and other relevant logistical details at least thirty (30) days in advance of the Commencement date for the Educational Services as specified in Article 2 below. Should Client desire additional training beyond the Educational Services as set forth hereinabove, said request shall be made in writing to the Diamond6 Contact as identified in Article 3. As set forth in Article 1.2, Client agrees to pay for all costs associated with providing the requested additional training.

Article 2 - Period of Performance

The period of performance shall take place as follows:

Commencement: July 6, 2025 Conclusion: July 10, 2025

Article 3 - Contacts.

All matters relating to Educational Services shall be transmitted to and coordinated by Diamond6 Contact and/or his/her designee and Client Contact and/or his/her designee.

For Diamond6 ("Diamond6 Contact")		For Client ("Client Contact")	
Name:	Cari Donley	Name:	Ebon Brown
Title:	Program Coordinator	Title:	Asst. Superintendent
Address:	950 Walnut Bottom Road	Address:	350 Brookside Ave.
	Suite 15, #236		Beaumont, CA. 92223
	Carlisle, PA 17013		
Phone:	717-254-8433 or 717-385-6444	Phone:	951-816-0789 or 951-845-1631
Email:	cari@diamondsixleadership.com	Email:	ebrown@beaumontusd.k12.ca.

Article 4 – Publicity.

Neither party will use the name of the other in any publicity, advertising, or news release without prior written approval of an authorized representative of the other party. Client further agrees to refrain from taking any photographs and/or videos during any presentations.

Article 5 -- Intellectual Property.

Diamond6 shall own all intellectual property rights in any deliverable created under this Agreement. Diamond6 may grant Client, upon request, a nonexclusive license for use of its protected Intellectual Property for limited/restrictive purposes. Client agrees that written materials provided by Diamond6 under this Services Agreement may not be copied or distributed without prior written consent of Diamond6, nor may any portion of the Educational Services be recorded or taped in any form on any media without the prior written consent of Diamond6.

Article 6 -- Termination.

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. In the event Client terminates this Agreement for any reason, actual incurred costs and non-cancellable commitments incurred by Diamond6 at the time of said termination shall be reimbursed by Client.

Article 7 – Independent Contractor Status.

In the performance of Educational Services under this Agreement, Diamond6 shall be deemed to be and shall remain at all times an Independent Contractor.

Article 8 – Indemnity and Insurance.

Client agrees to indemnify, hold harmless and defend Diamond6 and its members, agents, servants and employees from and against any and all claims losses, expenses (including without limitation, attorneys' fees, experts' fees and costs), suits, demands, actions, and judgments (including without limitation any claims, suits, demands and actions based upon contract, tort, negligence, contribution, indemnity, strict liability or otherwise) in any manner based upon or arising out of any property or personal damages, losses, expenses, charges, costs, injuries, deaths or illnesses sustained or incurred by the participants or by Client's own invitees, guests, employees, agents, servants, representatives, members or any other person or entity affiliated therewith, which may arise out of or result from or be attributed to or connected with in any way, in whole or in part, directly or indirectly, any of the following: presence upon the premises of Diamond6; or any act or omission, except those carried out negligently or which constitute intentional tortious conduct on the part of Diamond6, its agents, servants or employees.

Article 9 - Force Majeure.

Neither party shall be liable to the other for any loss or damage which may be suffered by the other Party due to any direct or indirect cause beyond the reasonable control of the Party unable to perform hereunder (including without limitation any act of God, pandemic such as COVID-19, flood, drought, lightning or fire, the act or omission of government, war, military operations, or riot) ("Force Majeure"). No act or event shall be considered a Force Majeure event unless the affected Party has taken all steps which it could reasonably be expected to have taken in order to prevent such act or event occurring. If either Party is prevented or delayed in the performance of any of its obligations under this Agreement by a Force Majeure event, that Party shall forthwith serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure event and, subject to service of notice, shall have no liability in respect of the performance of such obligations as are prevented by the Force Majeure event during the continuation of such event, and for such time after they cease as is necessary for that Party, using all reasonable endeavors, to recommence its affected operations in order for it to perform its obligations.

Article 10 - Governing Law.

This Agreement shall be governed and construed in accordance with laws of the Commonwealth of Pennsylvania. Any action brought hereunder shall be limited to the Court of Common Pleas in and for Cumberland County, Pennsylvania, or, if applicable, the United States District Court for the Middle District of Pennsylvania.

Article 11 - General Provisions.

- 11.1 *Breach* Should either party breach this Agreement, the non-breaching party shall be permitted to recover costs and reasonable attorney fees incurred in the collection of any amounts due or the enforcement of any provision hereunder.
- 11.2 Assignability -- The rights and obligations of Diamond6 under this Agreement shall be assignable upon written notice.
- 11.3 Severability -- If any provision hereof is held unenforceable or void, the remaining provisions shall be enforced in accordance with their terms.
- 11.4 Entire Agreement -- This Agreement contains the entire and only agreement between the parties respecting the subject matter hereof and supersedes or cancels all previous negotiations, agreements, commitments and writings between the parties on the subject of this Agreement. Should processing of this Agreement require issuance of a purchase order or other contractual document, all terms and conditions of said document are hereby deleted in their entirety, except any such clause requiring any disputes related to this Agreement be handled through arbitration. This Agreement may not be amended in any manner except by an instrument in writing signed by the duly authorized representatives of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, by and through an authorized representative of the parties, have entered into this Agreement.

<u>Client</u>	<u>Diamond6</u>	
Beaumont Unified School District	Diamond6 Leadership & Strategy, LLC	
Sign:	Sign: Fanya M. McCansland	
Name: Carmen Ordonez	Name:Tanya McCausland_	
Title: Director of Fiscal Services	Title: Chief Operating Officer	
Date:	Date: <u>09/30/2024</u>	



Gettysburg Leadership Workshop

Cost Estimate Memo Beaumont USD | July 06-10, 2025

Date: September 30, 2024

Cost estimate for: Ebon Brown, Assistant Superintendent

Beaumont Unified School District

From: Cari Donley, Program Coordinator

Diamond6 Leadership & Strategy, LLC

P: (717) 385.6444 | E: cari@diamondsixleadership.com

Overview: Cost estimate for 4-Day Gettysburg Leadership Workshop for a group of **25 individuals** from Beaumont USD, July 06-10, 2025.

Tuition: Tuition costs are calculated for a 4-Day Leadership Workshop presented to approximately 25 participants. Included are the following: Needs and Goals Assessment, Workshop Content, and Faculty Fees.

- \$7,500/day for up to 20 people (4 days)
- \$375 per person/day over 20 people (5 people)
 - \circ *TOTAL* = \$37,500.00

Lodging: Diamond6 will arrange the following hotel accommodations:

- 25 Rooms at the Homewood Suites Hotel, Carlisle, PA from July 06-10, 2025
- Up to 4 D6 Faculty Rooms at the Homewood Suites Hotel
 - * Dates vary based on client/workshop demands but will not exceed 4 faculty members
 - O TOTAL = \$16,240.00

Transportation: Diamond6 will arrange the following transportation:

- 38 passenger motor coach from Wolf's Bus Line, from July 06-10, 2025
- Hotel Shuttle Service for Wednesday Seminars in Carlisle
- Faculty Travel Reimbursement
 - *TOTAL* = \$9,435.00

Meeting Space & Presentation Fees: Diamond6 will arrange the following accommodations/presenters:

- The Barn at Sach's Covered Bridge
- Cumberland County Historical Society
- Molly Pitcher Tap Room & Restaurant
- CSIS Presentation in DC
 - TOTAL = \$6,700.00



Gettysburg Leadership Workshop

Cost Estimate Memo Beaumont USD | July 06-10, 2025

Meals: Diamond6 will arrange the following meals for 30 people. (25 BUSD participants, up to 4 D6 faculty members and 1 Bus Driver)

- Dinner on Sunday, July 06, 2025, Farmhouse Restaurant at The Barn Resort
- Lunch on Monday, July 07, 2025, The Barn at Sach's Covered Bridge
- Dinner on Monday, July 07, 2025, The Upper Crust
- Lunch on Tuesday, July 08, 2025, Visitors Center
- Dinner on Tuesday, July 08, 2025, The Mansion House
- Lunch on Wednesday, July 09, 2025, Catered by The Grazery (included in estimate) or on your own, TBD
- Dinner on Wednesday, July 09, 2025, Molly Pitcher Tap Room, Caterer TBD
- Dickinson Beverage Services on Presentation Days
- Refreshments/Water on the bus, July 06-10, 2025
 - \circ *TOTAL* = \$7,390.00

Tickets/Books: Diamond6 will arrange the following event tickets and books.

- 25 Visitor Center Cyclorama Film/Museum Tickets, July 08, 2025
- 25 Signed copies of Books (supplemental learning materials)
 - \circ TOTAL = \$1,475.00

SUMMARY. Below are estimated costs for your 4-Day Leadership Workshop.

ESTIMATED COSTS				
Tuition & Faculty Costs	\$37,500.00			
Lodging	\$16,240.00			
Transportation	\$9,435.00			
Meeting Spaces/Presentation Fees	\$6,700.00			
Meals	\$7,390.00			
Tickets/Books	\$1,475.00			
Estimated Coordination Fee, 20%	\$7,148.00			
TOTAL	\$85,888.00			

Cost Estimate Disclaimer:

Costs are projected and estimated based on pricing as of the date the cost estimate is provided. This cost estimate should be used for planning purposes only as costs are likely to change between the date of the estimate and date of the final invoice. The amount of the final invoice will vary from the cost estimate based on the number of participants, dates, availability of suggested facilities and any additional venue, faculty, meal, lodging and/or transportation costs incurred during the rendering of the seminar. The final invoice includes a twenty percent (20%) coordination fee based on final logistical costs (e.g., lodging, transportation, meals, etc.)

Reviewed and approved by:				
Name: <u>Carmen Ordonez - Director of Fiscal Services</u> Date:				
Signature:				



PO Box 397, Angelus Oaks CA 92305 Phone: (909) 794-2824 x102 Email: dani@milehighpines.com

SCHOOL CONTRACT MILE@HIGH



PO Box 4803, Blue Jay CA 92317 Phone: (909) 337-3800 x103 Email: <u>micah@alpine.camp</u>

School Name: Summerwind Trails ES Mailing Address: 1020 Poinsettia Circle, Calimesa CA 92320

Contact Person: Erin Miller Business Phone: (951) 542-1950

Fax Number: (951) 755-8987 Email: emiller@beaumontusd.k12.ca.us Grade: 5

Dates Beginning: March 12, 2025 Dates Ending: March 14, 2025

Camp Type: 3-day Science Camp Camp agrees to provide Cabin Leaders Location: MILE HIGH

FINANCIAL GUARANTEE:

- A. We guarantee a minimum number of **80** students, and understand that the final number of students cannot exceed **100** without communication and consent from Mile High Ministries (MHM or Camp). Adults are not included in the number of contracted guests.
- B. We agree to pay \$330.00 per student for a MINIMUM GUARANTEE of \$26,400.00. A non-refundable DEPOSIT of \$2,640.00 is enclosed, which will be used to reserve our stay. Teachers, Chaperones, and school representatives may receive a discounted rate.
- C. If our group count falls below the minimum for part or all of the program duration, we WILL meet our entire financial obligation to MHM for the full amount of the MINIMUM GUARANTEE.
- D. Failure to request an increase in the maximum number of students less than one (1) month prior to camp arrival may incur a 10% penalty charge per additional student.
- E. 25% of the MINIMUM GUARANTEE amount: **\$6,600.00** is due on or before **December 12, 2024.** The final bill, including program variations (added activities, meals, etc.) and damages incurred by students or adults will be rectified before departure.
- F. Schools will receive one (1) teacher for every 25 students, up to three (3) teachers, at no additional cost. Schools providing their own Chaperones or those who wish to bring additional teachers/administrative staff must arrange this with Camp no later than one (1) month prior to arrival. Additional adults in camp will be subject to an additional fee whether they attend for the full or partial duration of the program.

CANCELLATION POLICY:

RESPONSIBILITY GUIDELINES:

- A. We agree to return this signed CONTRACT along with the non-refundable DEPOSIT on or before **December 2, 2024** or it is understood that Camp is free to negotiate with another school for our camp dates.
- B. We understand that should we neglect to submit a signed CONTRACT, and yet proceed with payment of the DEPOSIT, this action will act as a binding agreement to and signature of the terms outlined in this CONTRACT.
- C. The DEPOSIT and one (1) signed copy of this CONTRACT should be sent to: Mile High Pines, PO Box 397, Angelus Oaks CA 92305.
- D. Camp fees shall be due and payable prior to arrival. Fees received late will be subject to a penalty fee.
- E. Returned checks are subject to a \$35 penalty fee.
- F. We understand that our school is NOT guaranteed exclusivity to the camp dates listed above or to the program/facility, and that MHM is free to book additional schools on the same dates as listed in this contract with or without notice to our school.
- G. We agree to arrive between 10:30-11am on Arrival Day, and will leave camp between 10:45-11am on Departure Day.
- H. We agree to be out of our cabins no later than 8:30am on the day of departure.
- I. We agree to **bring at least one vehicle** to stay on-campus for the entire duration of the program, **including overnight,** for emergency purposes. This vehicle may not leave campus unless being used in response to an emergency.



SCHOOL CONTRACT

www.codesschool.com

- J. We agree to **bring a minimum of two (2) school representatives** for the entire duration of our program including overnight, and to provide 1:1 Aides for those students who require an Aide at school (same gender Aides may be required based on student needs).
- K. If Camp agrees to provide Cabin Leaders, it is understood that this fee is included in the per student rate.
- L. We agree to submit a **Prior to Arrival form** online to report a final camper count, dietary restrictions, and medical considerations **no** later than 1 month prior to camp dates (www.codesschool.com/prior-to-arrival-form).
- M. We agree to supply Camp with a "Waiver of Liability" naming Mile High Ministries as additional insured.
- N. We understand that CODES involves scheduled activities with required/expected attendance, led by qualified instructors.
- P. For the safety of students, it is understood that inclement weather may delay, change, or cancel activities including, but not limited to: waterfront, high ropes, hikes. Camp will issue a refund for any "added" program activities in the event of cancellation due to weather.
- Q. We acknowledge that MHM does not allow groups to sell any goods on its Facility, nor replicate any of its proprietary property, including, but not limited to, merchandise, materials, logos/slogans, and program elements (e.g. schedules, activities, curriculum, etc.).
- R. It is understood that all attending adults must be screened/background checked by the school prior to arrival; this is required.
- S. It is understood that all attending adults will have set expectations, responsibilities, and policies to abide by, including those pertaining to alcohol, tobacco/nicotine, and drug use; these can be found on our website.
- T. We agree to cooperate with Camp in all areas pertaining to camp maintenance, to reimburse Camp for damages caused by our group to its facilities or property, and to obey the CAMP POLICIES & REGULATIONS stated on the camp's website.
- U. We will comply with all US Forest Service regulations, relating to fire prevention, inclement weather, road conditions/closures, and public safety, as well as County Health Dept. regulations.
- V. Liability for "Injury to Persons or Property":
 - 1. Our group/school agrees to supervise and assume full control and responsibility for any persons, entities, or things other than MHM personnel or property who/which are, for any reason, on the Facility by reason of the group/school's program or use of the Facility.
 - 2. Our group/school agrees to defend, indemnify, and hold harmless MHM and its past, present and future members, directors, officers, employees, agents, and independent contractors and its successors, assigns and heirs from and against any harm and/or claim made by any third party arising out of, or in any way connected with our group/school's actions or failure(s) to act in respect of its use to the Facility.
 - 3. For the purpose of this section, 'any person' includes, but is not limited to, the group/school's agents and employees, participants in the group/school's program and the group/school's visitors.

Facilities are assigned by Camp and subject to change without notice.

I have read and agree to the term	ns of this contract.						
Signature:		Title: Carmen Ordonez/Dire	Title: Carmen Ordonez/Director of Fiscal Services				
Date:		Phone: 951.845.1631					
Organization Address: 350 Brookside Ave., Beaumont, CA 92223							
OFFICE USE ONLY							
Date Rec'd:	Rec'd By:	Deposit Amount:	Check #:				

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