

Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated 4/23/2025, to the AGREEMENT between the Beaumont Unified School District and RK Phillips Photography is as follows:
(Consultant Name as shown on the agreement and W-9)

SECTION A – RENEWAL:

- Renewal Option: List the Renewal Term of Contract: _____
- A. Renewal amount of Contract: \$ _____
- B. Fee Schedule Lump Sum: _____
(See attached or Lump sum)

SECTION B – AMENDMENTS ONLY (Decrease/Increase/Add Services/Changes to Contract):

Amendment No (i.e. 1, 2, or 3) 1 Contract Term: 11/13/24- 6/30/25

- This amendment represents a modification to services as follows:
Adding Senior portraits and panoramic group photos for BMCHS

ORIGINAL CONTRACT AMOUNT \$ 2800.00

- This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 300.00

- This amendment represents a **decrease** in the contract amount or fee schedule attached: \$ _____

NEW CONTRACT AMOUNT \$ 3100.00

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN THE SAME:

Requestor's Information
School/Department: <u>BMCHS</u>
Contact Person <u>Kacey Bicondova</u> Ext. <u>360100</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012688</u>
Required Updated Forms
Check off any items that are applicable to the contract:
<input checked="" type="checkbox"/> Fee Schedule
<input type="checkbox"/> Business/Professional License (if expired)
<input type="checkbox"/> Insurance: General Liability/Professional Liability/E&O
<input type="checkbox"/> Insurance: Business Auto Liability
<input type="checkbox"/> Insurance: Workers' Compensation or Certification
<input type="checkbox"/> Other - Professional Service Certificate (if expired)

Consultant Authorized Representative	
<small>CONSULTANT'S SIGNATURE</small>	
Randall K. Phillips	Owner
<small>PRINT NAME</small>	<small>TITLE</small>
1129 Euclid Ave.	
<small>Address</small>	
Beaumont, CA 92223-1851	
<small>City/State/Zip</small>	
Phone (951) 845-1975	
Email <u>rkphillipsphotography@verizon.net</u>	
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.	

Randall K. Phillips Photography

RK Phillips Photography

1129 Euclid Ave.
 Beaumont, CA 92223-1851
 951-845-1975
 rkphillipsphotography@verizon.net

QUOTE

3-19-25

Beaumont Middle College High School
 3144 W. Westward Ave.
 Banning, CA. 92220
 Attention: Kacey

Date	Qty	Description		Unit Price	Total
5-20-25		Photograph BMCHS Seniors (19)			
		and Graduating Class Group Photo			
		Portrait Background and Setup			175.00
		10 x 20 Panorama Class Photo			40.00
		10 x 20 BLK Panorama Frame			40.00
Sub					255.00
Tax					6.20
Ship-					
Misc.					
Total					\$ 261.20



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated April 23, 2025, to the AGREEMENT between the Beaumont Unified School District and STS Education is as follows:

(Consultant Name as shown on the agreement and W-9)

SECTION A – RENEWAL:

- Renewal Option: List the Renewal Term of Contract: _____
- A. Renewal amount of Contract: \$ _____
- B. Fee Schedule Lump Sum: _____
(See attached or Lump sum)

SECTION B – AMENDMENTS ONLY (Decrease/Increase/Add Services/Changes to Contract):

Amendment No (i.e. 1, 2, or 3) 1 Contract Term: 04/23/25 - 06/30/25

This amendment represents a modification to services as follows:

An agreement to increase the original contract amount from \$59,480.00 to \$109,480.00 for additional chromebook repairs.

ORIGINAL CONTRACT AMOUNT \$ 59,480.00

This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 50,000.00

This amendment represents a **decrease** in the contract amount or fee schedule attached: \$ _____

NEW CONTRACT AMOUNT \$ 109,480.00

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN THE SAME:

Requestor's Information
School/Department: <u>Instructional Technology</u>
Contact Person <u>Lani Gauntlett</u> Ext. <u>005330</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012559</u>
Required Updated Forms
Check off any items that are applicable to the contract:
<input checked="" type="checkbox"/> Fee Schedule
<input type="checkbox"/> Business/Professional License (if expired)
<input type="checkbox"/> Insurance: General Liability/Professional Liability/E&O
<input type="checkbox"/> Insurance: Business Auto Liability
<input type="checkbox"/> Insurance: Workers' Compensation or Certification
<input type="checkbox"/> Other - Professional Service Certificate (if expired)

Consultant Authorized Representative	
<u>Jonathan French</u> <small>Jonathan French (Apr 8, 2025 08:30 PDT)</small>	
CONSULTANT'S SIGNATURE	
Jonathan French Sales	
PRINT NAME	TITLE
130 W. Cochran St., Ste A	
Address	
Simi Valley, CA 93065	
City/State/Zip	
Phone 805-791-2688	
Email <u>Jonathan.French@stseducation-us.com</u>	
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.	



STATEMENT OF WORK

Beaumont Unified School District (CA)

March 25, 2024

Enclosed is a comprehensive overview of the scope of work for the items and services listed below.

PO#	Product	Quantity
TBD	Pickup and Return of Devices – 24 Pickups During Warranty Period - 12 Months	24 Trips

Pickup and Return of Devices – 24 Total Return Trips - 1yr - \$9,480.00

STS Education Responsibilities:

- Facilitate the collection and return of Chromebooks requiring repair from each designated location throughout the 12-month period. This service includes a total of 24 scheduled return trips.
- Grant access to customer portal within CRM system for ticket creation.
- Safely transport the devices to the repair facility and perform necessary repairs and maintenance on the collected Chromebooks.
- Deliver the repaired Chromebooks back to the respective sites back at the next soonest available milk run, 2 weeks minimum.
- Provide detailed records of pickup and return dates, repair services performed, and the status of each device.
- Maintain open communication with the customer to coordinate pickup and return schedules and to provide updates on repair status.

Technology for Modern Learning

130-A West Cochran Street, Simi Valley, CA 93065 | (866) 499-2580 | stsed.com



Repair Labor: \$50 per device

Out of warranty devices only.

Parts Pricing Table: Lenovo 500e

Part Name	Sales Price
Back Cover	\$ 29.99
Battery	\$ 47.99
Bottom Cover	\$ 29.99
Camera	\$ 11.99
Hinges	\$ 15.99
Keyboard	\$ 52.99
Touchscreen LCD	\$ 139.99
Palmrest (no KB)	\$ 48.99
Track Pad	\$ 18.99

Parts Pricing Table: Asus 11 CR1 Touch and Non-Touch

Part Name	Sales Price
Touch Pad	\$ 7.99
Palmrest w/ KB	\$ 35.49
Motherboard	\$ 179.99
LCD – Non Touch	\$ 35.99
LCD - Touch	\$ 119.99
Bottom Cover	\$ 11.49
Bezel	\$ 11.49
Battery	\$ 31.99
Hinge Set	\$ 7.99
Back Cover	\$ 35.49
AC Adapter	\$ 23.99

Technology for Modern Learning

130-A West Cochran Street, Simi Valley, CA 93065 | (866) 499-2580 | stsed.com

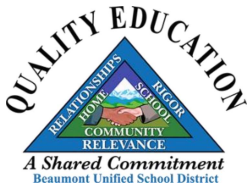
Parts Pricing Table: Dell 3100 Non-Touch

Part Name	Sales Price
AC Adapter	\$ 17.99
LCD Back Cover	\$ 27.99
Bezel	\$ 19.49
Bottom Cover	\$ 15.99
Camera Board	\$ 10.99
Hinge Set	\$ 10.99
LCD	\$ 23.99
Motherboard	\$ 139.99
Palmrest w/KB	\$ 53.99
Touch Pad	\$ 11.99
Battery	\$ 32.99

Parts Pricing Table: HP 11 G6 EE (Intel)

Part Name	Sales Price
AC Adapter	\$ 23.99
LCD Back Cover	\$ 19.49
Battery	\$ 16.99
Bezel	\$ 16.49
Bottom Cover	\$ 11.99
Camera Board	\$ 6.49
Hinge Set	\$ 7.99
LCD	\$ 22.99
Palmrest W/KB	\$ 35.99
Motherboard	\$ 55.99
Touch Pad	\$ 10.99

Technology for Modern Learning



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated April 23, 2025, to the AGREEMENT between the Beaumont Unified School District and Carreras Tours LLC is as follows:

(Consultant Name as shown on the agreement and W-9)

SECTION A – RENEWAL:

- Renewal Option: List the Renewal Term of Contract: _____
- A. Renewal amount of Contract: \$ _____
- B. Fee Schedule Lump Sum: _____
- (See attached or Lump sum)

SECTION B – AMENDMENTS ONLY (Decrease/Increase/Add Services/Changes to Contract):

Amendment No (i.e. 1, 2, or 3) 2 Contract Term: 10/09/2024 - 06/30/2025

- This amendment represents a modification to services as follows:

Increase the contract amount for outsourcing field trips that the District is unable to complete in-house during the 2024-25 fiscal year.

ORIGINAL CONTRACT AMOUNT \$ 65,000.00

- This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 15,000.00

- This amendment represents a **decrease** in the contract amount or fee schedule attached: \$ _____

NEW CONTRACT AMOUNT \$ 80,000.00

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN THE SAME:

Requestor's Information
School/Department: <u>Maintenance, Operations & Transp</u>
Contact Person <u>James Hickman</u> Ext. <u>005397</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012667</u>
Required Updated Forms
Check off any items that are applicable to the contract:
<input checked="" type="checkbox"/> Fee Schedule
<input type="checkbox"/> Business/Professional License (if expired)
<input checked="" type="checkbox"/> Insurance: General Liability/Professional Liability/E&O
<input checked="" type="checkbox"/> Insurance: Business Auto Liability
<input checked="" type="checkbox"/> Insurance: Workers' Compensation or Certification
<input type="checkbox"/> Other - Professional Service Certificate (if expired)

Consultant Authorized Representative	
CONSULTANT'S SIGNATURE	
Tobias Mangabat - Senior Vice President Operations	
PRINT NAME	TITLE
6939 Schaefer Ave., Suite D135	
Address	
Chino, CA 91710	
City/State/Zip	
Phone (909) 467-4949	
Email <u>info@carrerastours.com</u>	
<input type="checkbox"/> Provided updated form(s) and are attached.	



SPAB RATES EFF 07/01/2024 for the 2024-2025 School Year

Depending where a trip is going prices are based on an hourly rate or by the mile, from Pre-Trip to Post-Trip inspection. 30 mins prior to departing yard and 30 minutes upon returning to the yard. (IE if said school is 30 minutes from Carreras Tours yard billing starts 1 hour before requested departure time)

Pricing is as follows for SPAB buses:

Hourly or by the mile based on which is greater.

- Hourly Rate: 5 hour minimum \$1225 then \$245 Per hour thereafter.
- By the mile \$6.25 per mile if trip is priced by the mile.
- Multiday trips (usually out of town ie College tours)
Priced at \$245 per hour, \$1,950 per day up to 10 hours or \$6.25 per mile if trip is priced by mile. Whichever is greater based on the itinerary provided. If no itinerary is provided it will be assumed the state maximum hours of 16 hours will be used for that day.
- Mountain Runs
\$1700 Flat rate one Way or an hourly rate. Whichever is greater.
\$300 Winter Mountain Fee Mid November Until mid-March. This can be expanded if snow is present before or during a trip.

**** Due to the hazardous conditions that exist while traveling in inclement weather, Carreras Tours cannot guarantee that we will be able to drive on an unpaved, unmaintained, or unplowed road. While we will make every attempt to arrive at the ultimate destination, it will be up to the driver to determine if conditions are safe to travel on a particular route or road. Further, if the routing required to arrive at the destination includes roads with chain control requirements above a R2 rating (as determined by CalTrans), we will not be able to travel via that route. While we will endeavor to maintain the requested schedule, delays due to increased traffic or chain installation and removal are not the responsibility of Carreras Tours. ***

Grad Night Rates (Hourly)
\$275 per hour 10 hour minimum
\$6.75 per mile if priced by mile

10% Fuel Surcharge (This rate may increase due to the unsteady and constant rise in fuel prices. This is also in accordance with our terms and conditions which accompany each charter confirmation or quote request)

SPAB Admin Fees 1&2 added to all charters which covers the cost of our up to date in house SPAB trainers and SPAB safety program which is required by California State Law. Not to exceed 10%.

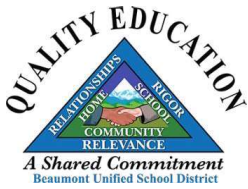
Driver gratuity is NOT included however can be added at school's discretion.

*****PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE CAUSED BY INFLATION AND OR SUPPLY AND DEMAND.*****

CANCELATION POLICY

-No Charge 7 days prior to departure-Up to 72 Hours Prior to departure 50% of the trip cost due and or is Nonrefundable. 1 to 72 Hours prior to departure 100% of the trip cost due and or is Nonrefundable. Place holders for CIF games will be determined on a base by base situation

408 E Transit St Ontario, Ca 91761
(909) 467-4949 Office
info@carrerastours.com
www.carrerastours.com



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated April 23, 2025, to the AGREEMENT between the Beaumont Unified School District and Everdriven Technologies LLC is as follows:
(Consultant Name as shown on the agreement and W-9)

SECTION A – RENEWAL:

- Renewal Option: List the Renewal Term of Contract: _____
- A. Renewal amount of Contract: \$ _____
- B. Fee Schedule Lump Sum: _____
(See attached or Lump sum)

SECTION B – AMENDMENTS ONLY (Decrease/Increase/Add Services/Changes to Contract):

Amendment No (i.e. 1, 2, or 3) 2 Contract Term: 04/17/2024 - 06/30/2025

- This amendment represents a modification to services as follows:
Increase the contract amount for outsourcing field trips that the District is unable to complete in-house during the 2024-25 fiscal year.

ORIGINAL CONTRACT AMOUNT \$ 120,000.00

- This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 205,000.00

- This amendment represents a **decrease** in the contract amount or fee schedule attached: \$ _____

NEW CONTRACT AMOUNT \$ 325,000.00

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN THE SAME:

Requestor's Information
School/Department: <u>Maintenance, Operations & Transp</u>
Contact Person <u>James Hickman</u> Ext. <u>005397</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012427</u>
Required Updated Forms
Check off any items that are applicable to the contract:
<input checked="" type="checkbox"/> Fee Schedule
<input type="checkbox"/> Business/Professional License (if expired)
<input checked="" type="checkbox"/> Insurance: General Liability/Professional Liability/E&O
<input checked="" type="checkbox"/> Insurance: Business Auto Liability
<input checked="" type="checkbox"/> Insurance: Workers' Compensation or Certification
<input type="checkbox"/> Other - Professional Service Certificate (if expired)

Consultant Authorized Representative	
 CONSULTANT'S SIGNATURE	
Danielle Press, Chief Growth Officer	
PRINT NAME	TITLE
5680 Greenwood Plaza Blvd., Suite 550	
Address	
Greenwood Village, CO 80111	
City/State/Zip	
Phone (877) 225-7750	
Email <u>ar@everdriven.com</u>	
<input type="checkbox"/> Provided updated form(s) and are attached.	

ATTACHMENT 1 - Fees for Service

The Contractor will charge the District a **\$87.55 per trip fee**, which includes the first twelve (12) miles and up to five (5) students. Vehicle capacity is determined by student requirements and vehicle availability. An additional **\$2.58 per mile** will be charged for any trip longer than 12 miles.

The pricing matrix below outlines all associated fees:

Trip Items	Fees
Trip Fee (includes first 12 miles)	\$87.55
Per Mile Fee (after the first 12 miles)	\$2.58
Additional Fees (as needed/requested):	
Wheelchair Fee (per student)	\$50.00
Car Seat/Safety Vest Fee (per student)	\$5.15
Wait Time Fee (per hour, billed in 15 min. increments)	\$61.80
Monitor Fee (per hour, 2-hour minimum)	\$35.00
Ferry/Toll Fee	Market Fare
No Show or Late Cancel	Full Price of Trip

Definitions:

Trip: A trip is defined as a one-way transportation event with a student or monitor continually on board.

The total number of trips a District is charged for is arrived at by adding together each one-way trip. The District will only be charged for miles incurred while a student or Monitor is onboard the vehicle. When no student or Monitor is onboard the vehicle, no mileage charges will be incurred.

Additional Fees: Additional fees are only incurred per the request of the District to provide additional services. They can include, but are not limited to:

- **Wheelchair Fee:** A per student/per trip fee for students requiring a wheelchair vehicle
- **Car Seat/Safety Vest Fee:** A per student/per trip fee for students requiring a car seat/safety vest
- **Wait Time Fee:** Only incurred when authorized by the District to wait for a student. Billed on an hourly basis in 15 minute increments.

- **Monitor Fee** Only incurred when the District requests that the Contractor provide a student Monitor for the trip. School Districts usually provide the student’s Monitor. When the District provides the Monitor, they are not charged a “Monitor Fee.” The mileage incurred while a Monitor (whether provided by the Contractor or the District) is onboard the vehicle without a student (transporting the Monitor to and from their pick-up location) is considered part of the overall route mileage and will be billed accordingly.
- **Ferry/Toll Fee:** Fee only incurred when the District requests that the Contractor provide a trip that would require the driver to use a ferry or toll. Fares will be calculated per one-way trip. Fares that are incurred will be considered part of the overall route mileage and will be billed accordingly.

1. Mileage Charges

Mileage charges are based on driving distance calculations from a third party provider (e.g. Google, MapQuest, Bing, ESRI). The calculations are based on fastest route, and the total is rounded up to the next whole mile. Contractor shall be responsible for plotting the routes collectively, and individually using Contractor’s proprietary School Dispatch Software.

Under no circumstances will the District be required to pay for mileage to a pick up or destination other than those authorized by the District.

2. Fuel Surcharges

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of “[CA] U.S. Regular Gasoline Prices* (dollars per gallon)” on the following website:

https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm

3. Invoicing

The invoice shall contain this level of detail and additionally will separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. The Contractor requires 24-hour notice to remove a student from the route.

4. When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor’s School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time. Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated April 23, 2025, to the AGREEMENT between the Beaumont Unified School District and Inland Empire Stages, LTD is as follows:
(Consultant Name as shown on the agreement and W-9)

SECTION A – RENEWAL:

- Renewal Option: List the Renewal Term of Contract: _____ \$ _____
- A. Renewal amount of Contract: _____
- B. Fee Schedule Lump Sum: _____
(See attached or Lump sum)

SECTION B – AMENDMENTS ONLY (Decrease/Increase/Add Services/Changes to Contract):

Amendment No (i.e. 1, 2, or 3) 2 Contract Term: 10/09/2024 - 06/30/2025

- This amendment represents a modification to services as follows:
Increase the current contract for outsourcing field trips that the District is unable to complete in-house during the 2024-25 fiscal year.

ORIGINAL CONTRACT AMOUNT \$ 65,000.00

This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 32,750.00

This amendment represents a **decrease** in the contract amount or fee schedule attached: \$ _____

NEW CONTRACT AMOUNT \$ 97,750.00

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN THE SAME:

Requestor's Information
School/Department: <u>Maintenance, Operations & Transp</u>
Contact Person <u>James Hickman</u> Ext. <u>005397</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012668</u>
Required Updated Forms
Check off any items that are applicable to the contract:
<input checked="" type="checkbox"/> Fee Schedule
<input type="checkbox"/> Business/Professional License (if expired)
<input checked="" type="checkbox"/> Insurance: General Liability/Professional Liability/E&O
<input checked="" type="checkbox"/> Insurance: Business Auto Liability
<input checked="" type="checkbox"/> Insurance: Workers' Compensation or Certification
<input type="checkbox"/> Other - Professional Service Certificate (if expired)

Consultant Authorized Representative	
<small>CONSULTANT'S SIGNATURE</small>	
<u>STACEY KEY</u>	<u>Manager</u>
<small>PRINT NAME</small>	<small>TITLE</small>
<u>9567 8th Street</u>	
<small>Address</small>	
<u>Rancho Cucamonga, CA 91730</u>	
<small>City/State/Zip</small>	
<u>Phone (909) 466-4191</u>	
<u>Email stacey@iebuses.com</u>	
<input type="checkbox"/> Provided updated form(s) and are attached.	

Effective September 1, 2024

Beaumont USD 2024 / 2025 Bus Tariff

All trips at the time of booking are evaluated based on hours of service or mileage with the following rates as shown below.

47 passenger coach

\$990.00 5 hour minimum

\$212.00 each additional hour (prorated per 15 minutes \$53.00)

56 passenger coach & 52+1 ADA coach

\$1,095.00 5 hour minimum

\$212.00 each additional hour (prorated per 15 minutes \$53.00)

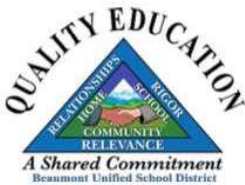
All trips will be evaluated on mileage vs. hours of service the mileage rate is estimated at \$7.50 per mile

Holiday rate is an additional \$300.00

Pricing does not include Prom, Grad Nite or mountain transfer trips.

ANY DAY TRIP THAT IS CANCELED ON THE DAY OF OR LESS THAN 24-HOURS PRIOR TO THE DEPARTURE TIME WILL RESULT IN A 5-HOUR MINIMUM CANCELLATION FEE. OVERNIGHT TRIPS MUST BE CANCELED WITHIN 5 DAYS OF THE DEPARTURE DATE OR IT WILL INCUR A CANCELLATION FEE.

Current fuel tax: As of September 1, 2024 a SB-1 15% fuel tax will be added to motor coach fees and is not included in the above rates. This is subject to change based on the continued rising cost of diesel fuel rate.



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated April 23, 2025, to the AGREEMENT between the Beaumont Unified School District and Intermex, Inc. is as follows:
(Consultant Name as shown on the agreement and W-9)

SECTION A – RENEWAL:

- Renewal Option: List the Renewal Term of Contract: _____
- A. Renewal amount of Contract: \$ _____
- B. Fee Schedule Lump Sum: _____
(See attached or Lump sum)

SECTION B – AMENDMENTS ONLY (Decrease/Increase/Add Services/Changes to Contract):

Amendment No (i.e. 1, 2, or 3) 2 Contract Term: 10/09/2024 - 06/30/2025

- This amendment represents a modification to services as follows:
An agreement to increase the contract amount from \$65,000.00 to \$135,000.00 for the
- ORIGINAL CONTRACT AMOUNT** \$ 65,000.00
- This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 70,000.00
- This amendment represents a **decrease** in the contract amount or fee schedule attached: \$ _____
- NEW CONTRACT AMOUNT** \$ 135,000.00

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN THE SAME:

Requestor's Information
School/Department: <u>Maintenance, Operations & Transp</u>
Contact Person <u>James Hickman</u> Ext. <u>005397</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012665</u>
Required Updated Forms
Check off any items that are applicable to the contract:
<input checked="" type="checkbox"/> Fee Schedule
<input type="checkbox"/> Business/Professional License (if expired)
<input checked="" type="checkbox"/> Insurance: General Liability/Professional Liability/E&O
<input checked="" type="checkbox"/> Insurance: Business Auto Liability
<input checked="" type="checkbox"/> Insurance: Workers' Compensation or Certification
<input type="checkbox"/> Other - Professional Service Certificate (if expired)

Consultant Authorized Representative
 CONSULTANT'S SIGNATURE
<u>Edgar Casillas</u> <u>President</u> PRINT NAME TITLE
<u>13523 Francisquito Ave.</u> Address
<u>Baldwin Park, CA 91706</u> City/State/Zip
Phone <u>(562) 508-3620</u>
Email <u>edgar@intermexinc.com</u>
<input type="checkbox"/> Provided updated form(s) and are attached.



2024-2025 school year rates:

56 passenger buses: \$180/hr (5 hrs minimum) yard to yard

14 passenger sprinter van \$130 (5 hrs minimum) yard to yard

Any trips over the road are quoted per itinerary

Feel free to reach out if you have additional questions

Edgar Casillas

Edgar@intermexinc.com

626 426 4057



***COUNTY OF RIVERSIDE
WORKFORCE DEVELOPMENT BOARD***

***MEMORANDUM OF UNDERSTANDING WITH PARTNERS
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 (WIOA)***

**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT**

Local Workforce Development Area: Riverside County

America's Job Center of California Operations

PREAMBLE

This Memorandum of Understanding ("MOU"), made on the 1st day of July, 2025 is an operational agreement entered into by the Riverside County Workforce Development Board ("WDB") and the Required Partners and Additional Partners (individually, a "Partner", and collectively, the "Partners"), as identified in Attachment A, to create a partnership to provide comprehensive, integrated workforce development services to businesses and jobseekers in the Local Workforce Development Area ("LWDA") in accordance with the Workforce Innovation and Opportunity Act ("WIOA") and its implementing regulations. Any capitalized terms not defined herein shall have the meaning ascribed to such term in this MOU and WIOA and its implementing regulations.

RECITALS

WHEREAS, the purpose of this MOU is to define the continuing roles and responsibilities of each partner as mutually agreed by the Partners for the operation of the America's Job Center of California ("AJCC") One-Stop Delivery System in WIOA LWDA: Riverside County, as required under WIOA; and

WHEREAS, WIOA Section 121(c) requires that each Local Workforce Development Board ("LWDB"), with the agreement of the Area's Chief Elected Official ("CEO"), develop and enter into a Memorandum of Understanding between the LWDB and all the entities that serve as Partners in the Riverside County AJCC One-Stop Delivery System that operate in each LWDB's Local Area; and

WHEREAS, WIOA Section 121(b)(1) identifies the federal programs and requires that the services and activities under each of those programs must be made available through each Local Area's AJCC One-Stop Delivery System. The entities that receive the federal funds for each of these programs and/or have the responsibility to administer the respective programs in the LWDA are Required Partners under WIOA Section 121(b)(1); and

WHEREAS, WIOA Section 121(b)(2) prescribes how entities that provide programs other than those required under WIOA Section 121(b)(1)(B) may participate in a Local Area's AJCC One-Stop Delivery System as "Additional Partners" and provide the services available under their programs through the AJCC One-Stop Delivery System; and

WHEREAS, per WIOA Section 121(b)(2)(A) both the Required and Additional Partners are included as parties to the MOU. Therefore, all entities that participate in a Local Area's AJCC One-Stop Delivery System as AJCC Partners, whether Required or Additional, must be parties to this MOU and must abide by the terms prescribed herein and by all applicable federal, state, and local rules, and state public orders, plans, and policies as applicable and authorized under the Partner's program and in keeping with federal guidelines; and

WHEREAS, WIOA Section 121(b)(1)(A)(iv) indicates that the requirements of each Partner's authorizing legislation continue to apply under the AJCC One-Stop Delivery System and that participation in said system is in addition to other requirements applicable to each Partner's program under each authorizing law; and

WHEREAS, the Department of Labor ("DOL") is the federal agency responsible for the administration of the workforce development programs— including WIOA; and

WHEREAS, the DOL recognizes the County of Riverside, through its Housing and Workforce Solutions/Workforce Development Division, as the Administrative Entity responsible for the administration and oversight of workforce development and employment-related programs in Riverside County — including WIOA.

Agreement Period

This MOU shall be in effect from July 1, 2025, through June 30, 2028, unless otherwise terminated, as provided in the Termination Article XXII. The MOU will be reviewed, at a minimum, every year to identify any substantial changes that have occurred and shall automatically renew, unless otherwise changed or terminated, as provided in the Termination Article XXII. The budgets outlining infrastructure cost for each AJCC in the Local Workforce Development Area, (Riverside County) and the other shared cost allocated to each Partner based on the agreed upon Cost Allocation methodology shall be reviewed on a yearly basis. The initial determination of the budgets for infrastructure costs for each AJCC and the shared cost allocated to each Partner shall be reconciled against actual costs incurred and adjusted accordingly.

The recitals set forth above are true and correct and incorporated herein by this reference.

Co-located AJCC Partners Participating in Agreement to Share Infrastructure Cost

Comprehensive AJCC #1 Riverside
1325 Spruce Street
Riverside, California 92507

Partners Co-located at this AJCC:

- State of California Department of Rehabilitation
- Employment Development Department – Wagner-Peyser /TAA / Veterans
- Goodwill Industries of Southern California
- Riverside County Housing and Workforce Solutions – Workforce Development Division

Comprehensive AJCC #2 Indio
44-199 Monroe Street
Indio, California 92201

Partners Co-located at this AJCC:

- Employment Development Department – Wagner-Peyser / TAA / Veterans / Migrant Seasonal Farm Workers
- State of California Department of Rehabilitation
- Riverside County Housing and Workforce Solutions – Workforce Development Division

- Indio Youth Opportunity Center

Affiliate AJCC #3 Hemet
749 State Street
Hemet, California 92543

Partners Co-located at this AJCC:

- Employment Development Department – Wagner-Peyser / TAA / Veterans
- State of California Department of Rehabilitation
- Riverside County Housing and Workforce Solutions – Workforce Development Division

Comprehensive AJCC #4 Moreno Valley
12625 Frederick St. Ste. K-3
Moreno Valley, CA 92553

Partners Co-located at this AJCC

- State of California Department of Rehabilitation
- City of Moreno Valley
- Riverside County Housing and Workforce Solutions – Workforce Development Division

Affiliate AJCC #5 Blythe
1 College Drive
Blythe, CA 92225

Partners Co-located at this AJCC

- Employment Development Department – Wagner-Peyser/Veterans
- State of California Department of Rehabilitation

Vision of AJCC One-Stop Delivery System

Building Bridges to Employment

Mission of AJCC One-Stop Delivery System

Collaborating to create infinite opportunities and lasting prosperity for individuals and employers of Riverside County through an all-inclusive access point to:

- Foster demand-driven skill attainment
- Promote upward mobility for all Californians
- Align, coordinate and integrate programs and services
- Connect customers to employment pathways

Required Partners in this MOU include local/regional representatives of the following programs:

- WIOA Title I Adult, Dislocated Worker, and Youth
- WIOA Title II Adult Education and Literacy
- WIOA Title III Wagner-Peyser
- WIOA Title IV Vocational Rehabilitation
- Carl D. Perkins Career Technical Education
- Title V Older Americans Act
- Job Corps
- Native American Programs (Section 166)
- Migrant Seasonal Farmworkers (Section 167)
- Veterans
- Youth Build
- Trade Adjustment Assistance Act
- Housing & Urban Development
- Unemployment Compensation
- Temporary Assistance for Needy Families/CalWORKs
- Community Services Block Grants
- Second Chance

Article I: America's Job Center of California System Description- Programs, Services and Delivery

Overview & General Description

WIOA Section 121(b)(1)(B) identifies the programs, services and related activities that must be provided through the AJCC One-Stop Delivery System in each Local Area. WIOA Section 121(c)(2) requires this MOU to include a description of the services that will be provided through the Local Area's AJCC One-Stop Delivery System and to identify the service delivery method(s) each partner shall use to deliver the services. This MOU shall also identify the career services, training, and employer services that each Partner will provide to ensure that all parties' responsibilities are clearly identified herein.

All LWDBs are required to establish and operate local AJCC One-Stop Delivery Systems in accordance with WIOA Section 121, with the WIOA State Plan, and with the WIOA Local Plan for their respective local areas.

WIOA Section 134(c) lists the services and activities that must be provided through the AJCC One-Stop Delivery System. WIOA Section 107(d) gives the LWDBs the responsibility for oversight of the AJCC One-Stop Delivery System in each Local Area and requires the LWDBs to describe the activities and functions of the AJCC service delivery system and to prescribe the guidelines for carrying out these responsibilities in the WIOA Local Plan.

Article II: Partner Responsibilities

- A. WIOA Section 121(b) lists the minimum responsibilities of all Required Partners under WIOA. For consistency, all Partners to this MOU shall assume the responsibilities identified below, unless inconsistent with the federal law and regulations that authorize the Partner program or as otherwise specified in this **Article II**.
1. Make career services provided under the Partner's program available to individuals through the Area's AJCC One Stop Delivery System in accordance and as defined in **Article XXIV** of this MOU.
 2. Remain as a party or Partner to this MOU throughout the MOU period identified above in the **Agreement Period Section** in order to participate as an AJCC Partner per WIOA Section 121(c).
 3. Participate in the operation of the AJCC One Stop Deliver System in accordance with the terms of this MOU and with the requirements of authorizing laws per WIOA Section 121(b)(1)(B).
 4. Required Partners shall provide representation on the WDB per WIOA Section 121(b)(1). Additional Partners may be recommended by the WDB and participate on the Area's WDB, subject to appointment by the Riverside County Board of Supervisors ("CEO").
 5. The Partners shall participate in joint planning, plan development, and modification of activities to accomplish the following:

- a. Continuous partnership building.
 - b. Adherence to state and federal program requirements.
 - c. Responsiveness to local and economic conditions, including employer needs.
 - d. Adherence to common data collection and reporting needs.
 - e. Adherence to strategic planning principles adopted by the WIOA for long-range planning, including the requirement for continuous improvement.
 - f. Diligence in developing coordinated local leadership in workforce development through:
 - i. Responsiveness to participant/customer needs;
 - ii. Maintenance of system infrastructure;
 - iii. Shared technology and information, according to confidentiality requirements in the Confidentiality Section of this MOU;
 - iv. Performance management to measure the success of the local AJCC One-Stop system overall and enhance performance in a spirit of quality management and continuous improvement.
6. Make the CalJOBSsm service(s) applicable to the Partner program available to customers through the AJCC One-Stop Delivery System.
 7. Participate in the operation of the AJCC One-Stop Delivery System, consistent with the terms of the MOU and requirements of authorized laws.
 8. Participate in capacity building and staff development activities in order to ensure that all Partners and staff are adequately cross-trained, and that Partners with customers accessing the system have the tools to promote and support such access.
- B. In addition to the minimum responsibilities required under WIOA as identified in section A of this Article, Partner responsibilities shall include:
1. Provide priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 U.S.C. Section 4215.
 2. Compliance with WIOA and all federal, state, and local laws, regulations, rules, policies and plans applicable to Partners in their respective roles under this MOU and as consistent with the rules that govern each Partner's respective program. Each Partner expressly agrees to notify LWDB of any changes to the rules governing its respective program that impact the Partner's performance under this MOU. LWDB shall communicate the changes to the AJCC One-Stop Operators and any other affected Partners.
 3. Each Partner shall ensure compliance by its staff members who work in the AJCC of AJCC policies and procedures. If a conflict exists between the AJCC's personnel policies and a Partner's personnel policies, the Partner's policies shall prevail.
 4. Use of common practices and procedures; forms and documents; software systems or applications; and other forms of media as agreed to by all parties in the

performance of AJCC services and activities and functions that support the AJCC service delivery system.

Article III: Partner Cost Sharing Responsibilities and Consensus

The Partners have agreed to a Local Funding Mechanism negotiated by the WDB with all AJCC Partners in accordance with WIOA Joint Final Rule Section 678.715 and as defined in **Article XXIV, Resource Sharing**. The WDB convened several participatory meetings with the Phase I AJCC partners to collaboratively develop the Space Allocation Methodology for Co-located Partners used in the Phase II MOU to reach a consensus on how the Riverside County America's Job Center of California System will be sustained through joint infrastructure cost funding and Resource Sharing. The Space Allocation Methodology shall be calculated using the formula in **Article IV** below and as listed in **Attachment D**. All Partners have agreed to this methodology through the prior Phase II of this MOU.

Article IV: AJCC's Infrastructure Budgets & Methodology

In accordance with the WIOA (Public Law 113-128) Section 121 and the Title 2 Code of Federal Regulations (CFR) Part 200, Cost Allocations methodology to share infrastructure cost were determined based upon each Co-located Partner's square footage which includes dedicated space to Partners and a portion of common space. The calculation used for the Space Allocation Methodology is "Dedicated space + (Total Common Space – Resource Area Space) / Total Space" for each AJCC. Budgets for each Comprehensive and Affiliate AJCC, along with each Co-located Partner's Cost Allocation are listed in **Attachment D**.

Article V: Co-located and Non-Collocated Partners

For the purposes of the MOU, Co-located Partners shall be defined as those partners who are co-located within the AJCC and sublease from the principal lessor, which is Riverside County Housing and Workforce Solutions-Workforce Development Division. Partners who are located in the same building but are not within the AJCC shall be considered Non-Collocated Partners as they do not share common space.

All Non-Collocated AJCC Partners agree that once a statewide data tracking system has been developed that can provide accurate and reliable data for allocating the benefits received by Non-Collocated Partners – such as the number of referrals to and from the AJCC, usage of AJCC based services and usage of the comprehensive AJCC – and sufficient data has been collected and is available, the Non-Collocated AJCC Partners agree that the infrastructure cost agreement shall be renegotiated to include their Fair Share of contributions towards paying for AJCC infrastructure cost.

For Native American Programs: WIOA Section 121(h)(2)(D)(iv) stipulates that Native American programs are not required to contribute and will not be contributing to infrastructure funding.

Article VI: Amendments

- A. This MOU may be amended upon mutual agreement of the Partners that is not inconsistent with federal, state, or local laws, regulations, rules, plans, or policies, including but not limited to, the following reasons:
1. The addition or removal of a Partner from this MOU.
 2. Removal or addition of program responsibilities for any Partner that administers more than one federal program within the AJCC's.
 3. An extension of the effective ending date pursuant to **Section B** below.
 4. A change in the AJCC One-Stop Operator or Fiscal Agent or a change in the physical location of an AJCC.
 5. A change in the services, service delivery methods currently utilized, referral methods, methods to determine Fair Share, or Cost Allocation methods.
- B. All Partners agree that amendments for the reasons listed in **Section A1** and **A2** need only be signed by authorized representatives of the LWDB and the affected Partner(s). Amendments for the reasons listed in all other Paragraphs of this **Article VI** or for any changes that will affect the responsibilities of all Partners, require the signatures of all Partners.
- C. The MOU shall be reviewed not less than once every three (3) years to ensure appropriate funding and delivery of services; should the Partners request an extension to the MOU under **Section A3** above, a review of services shall be conducted prior to granting the extension.
- D. All amendments will involve the following process:
1. The Partner seeking an amendment will submit a written request to the LWDB that includes:
 - a. The requesting Partner's name.
 - b. The reason(s) for the amendment request.
 - c. Each Article and Section of this MOU that will require revision.
 - d. The desired date for the amendment to be effective.
 - e. The signature of the requesting Party's authorized representative.
 2. If the request is approved, the WDB shall notify the remaining Partners of the intent to amend and will provide each remaining Party thirty (30) days from the date of the notice (unless another timeframe is specified in the notice) to review the anticipated

changes and to submit a response to WDB. Failure by a Partner to respond within the prescribed timeframe will be deemed that Partner's approval of the proposed changes.

3. In the event that a remaining Partner or Partners have questions and/or concerns or if a consensus cannot be reached regarding the proposed amendment, the Partner or Partners must list its questions and/or concerns in writing and submit the list to WDB within the specified timeframe.
 4. WDB shall review the listed questions/concerns and shall issue a response within fifteen (15) days of receipt of the list. If WDB deems it necessary, the listed questions/concerns shall be sent to all other Partners and/or a meeting with all Partners will be scheduled to discuss the proposed changes and to achieve consensus on a final amendment draft.
 5. The final, approved amendment draft will be signed by authorized representatives of the affected Partners, then submitted to WDB for the final signature.
 6. WDB will distribute copies of the fully executed amendment to all Partners and to HWS/Workforce Development Division as the MOU Administrative Entity upon execution.
- E. This writing constitutes the entire agreement among the Partners with respect to each party's role and responsibility in the Area's AJCC One-Stop Delivery System. All Partners agree that any amendments to any applicable laws or regulations cited herein will result in the correlative modification of this MOU without necessitating a formal, written amendment.
- F. All Partners shall communicate details of the amendment to their respective staff members whose responsibilities may be impacted by changes and shall further ensure that their respective staff members are referencing or utilizing the most current version of the MOU and attachments in the performance of responsibilities under this MOU.
- G. Amendments that shall require the signatures of all Partners shall be executed no later than ninety (90) days prior to the end of the MOU period and amendments that require only the signatures of the WDB, and the affected Partners shall be executed no later than forty five (45) days from the end of the current State Fiscal Year.

Article VII: Impasses

All AJCC Partners shall participate in regular meetings organized by the AJCC One-Stop Operator with a consensus decision making process. When consensus cannot be reached, the AJCC One-Stop Operator and Partners shall use a majority rule voting process with the other AJCC Partners to resolve issues of non-agreement for the duration of this MOU.

The AJCC One-Stop Operator shall coordinate and facilitate Partner meetings on a quarterly basis, at minimum. Meetings shall be rotated at Partner sites throughout Riverside County and may occur face-to-face, via video conferencing and/or conference call. The AJCC Partners agree

to participate in these meetings and meeting agendas shall include discussion of action items prior to voting.

Article VIII: Method of Referral

Pursuant to WIOA Section 121(c)(2)(A)(iii), the Partners agree that the referral of individuals between the AJCC One-Stop Operator(s) and the Partners for the services and activities described in **Attachment M** shall be performed using the following methods: Referral form, email and fax.

- A referral form created for WIOA Partners to refer individuals between the AJCC and partnering agencies shall be given to the individual to take with them to the agency providing the requested services.
- An electronic copy of the referral form shall be emailed or faxed to the contact person at the Partner agency along with a phone call to inform the Partner of the referral.
- For tracking and reporting purposes, the referral shall be forwarded to the AJCC One-Stop Operator for tracking activities in the Partner referral system, information on referrals may be accessed by Partners. Referral Form: **Attachment I**

Article IX: Access for Individuals with Barriers to Employment

- Each Partner identifies its own “priority of service” based upon specific funding sources and requirements under each statute. As such, some Partner services may not be identified as entitlement programs and suitability for services is not automatic.
- “Individuals with barriers to employment” include recipients of public assistance, low-income individuals, and individuals who are basic skill deficient.
- Partners shall commit to offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds.
- Partners shall ensure customers are provided with a “system map” that identifies the location of every Comprehensive, Affiliate AJCC and Access Point within the Local Area.

Priority of Service Requirement

As stated in the WIOA Section 134(c)(3)(E), with respect to individualized career services and training services funded with WIOA adult funds, priority of service shall be given to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient.

Priority of service status is established at the time of eligibility determination and does not change during the period of participation. Priority does not apply to the dislocated worker population.

Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet the WIOA adult program eligibility criteria and meet the criteria under WIOA Section 134(c)(3)(E). As described in TEGL 10-09, when

programs are statutorily required to provide priority, such as the WIOA adult program, then priority must be provided in the following order:

1. Veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient.
2. Individuals who are the recipient of public assistance, other low-income individuals, or individuals who are basic skills deficient.
3. Veterans and eligible spouses who are not included in WIOA's priority groups.
4. Other individuals not included in WIOA's priority groups.

Article X: Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including customer tracking, common case management, reporting, and data collection. To support the use of these tools, each Partner agrees to the following:

- Comply with the applicable provisions of WIOA, California Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under each Partner's governing legislation and confidentiality requirements.
- Maintain all records of the AJCC customers or Partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- All Partners shall agree to all system security protocols that are currently in place or that may be modified in the future.

Article XI: Confidentiality

A. All Partners expressly agree to abide by all applicable federal, state, and local laws regarding confidential information and to adhere to the same standards of confidentiality as State employees-including, but not limited to:

1. 29 U.S.C. Section 2935(a)(4) - as amended by WIOA - Reports, Recordkeeping, Investigation.
2. 29 U.S.C. Section 2871(f)(3) - as amended by WIOA - regarding complying with confidentiality.
3. 20 CFR Part 603 - Safeguards and security requirements regarding disclosed information under Unemployment Insurance.
4. 42 U.S.C. Section 503 - regarding state laws governing UI operations.
5. 20 U.S.C. Section 123g - regarding family educational and privacy rights.

6. 20 CFR Section 617.57(b) - regarding disclosure of information under the Trade Act.
 7. 29 U.S.C. Section 491-2(a)(2)-as amended under WIOA - regarding information to be confidential under the Wagner Peyser Act.
 8. The Privacy Act (5 U.S.C. Section 552a).
 9. The Family Educational and Privacy Rights Act (20 U.S.C. Section 12329).
 10. 34 CFR Section 361.38 - Protection, use and release of personal information of Vocational Rehabilitation Services participants.
 11. HIPAA: 45 CFR Sections 164.500 - 164.534.
 12. 2 CFR Section 200.303 regarding reasonable measures to safeguard protected personally identifiable information.
 - Information Practices Act (IPA), California Civil Code Sections 1798-55, 1798.78
 - California Civil Code Section 1798.82
 - California Unemployment Insurance Code Sections 1094, 2111 and 2714
 - California Penal Code Section 502
 13. California Welfare and Institutions Code Section 10850
- B. The Partners agrees to comply with the provisions of WIOA as well as the applicable sections of the California Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other appropriate statute or requirement to assure the following:
- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
 - No person shall publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to AJCC applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
 - The Partners agrees to abide by the current confidentiality provisions of the respective statutes to which AJCC One-Stop Operators and other AJCC Partners must adhere and shall share information necessary for the administration of the program as allowed under law and regulation. The Partners, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.
 - Each Partner shall ensure that the collection and use of any information, systems, or records that contain personally identifiable information shall be limited to purposes that support the programs and activities described in this MOU as part of the AJCC One-Stop Delivery System.

- C. Each Partner shall ensure that access to software systems and files under its control that contain personally identifiable information shall be limited to authorized staff members who are assigned responsibilities in support of the services and activities provided as part of the AJCC One-Stop Delivery System and who must access the information to perform those responsibilities. Each Partner expressly agrees to take measures to ensure that no personally identifiable information is accessible by unauthorized individuals.
- D. Each Partner shall ensure that their staff members are authorized to access personally identifiable information and will identify the types of data and data sources that the authorized staff members will access.

Article XII: Administrative and Operations Management

License for Use

During the term of this MOU, all Partners to this MOU shall have a license to use all of the space of the AJCCs for the sole purpose of conducting acceptable AJCC services as outlined herein.

Supervision/Day to Day Operations

The day-to-day supervision of staff assigned to the AJCCs shall be the responsibility of the site supervisor(s). The primary employer of staff assigned to the AJCCs shall continue to set the priorities of its staff. Any change in work assignments or any problems at the worksite shall be handled by the site supervisor(s) and the management of the primary employer.

Partners shall be cross trained regarding general information for services provided by each Partner located either in Comprehensive or Affiliate AJCCs.

The office hours for the staff at the AJCCs shall be established by the site supervisor(s) and the primary employer. All staff shall comply with the holiday schedule of their primary employer and shall provide a copy of their holiday schedule to the operator and host agency at the beginning of each fiscal year.

Disciplinary actions may result in removal of Partner staff from the AJCCs, and each Partner shall take appropriate action.

Each Partner shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally required employee benefits. In addition, each Partner shall be solely responsive and shall hold all other Partners harmless from all matters relating to payment of each Partner's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

Article XIII: AJCC Partner Cross Training and Outreach

All Partners participating in this MOU agree to provide subject matter expertise through informational videos, DVDs, power points and fact sheets to conduct Partner cross training on services and programs within the AJCCs. All cross-training materials shall be accessible to all Partners online through the SharePoint data management system. All Partners agree to have staff members become familiar with the services and programs of each respective AJCC partnering agency.

AJCC WIOA Orientations are accessible online for Partner and customer viewing and may be conducted live at partnering Title II Adult Education locations based upon need and staff availability. An AJCC WIOA Orientation schedule for Adult Education is listed in Attachment L.

Article XIV: Non-Discrimination and Equal Opportunity

All Partners shall comply with the nondiscrimination and equal opportunity provisions found in Section 188 of WIOA and 29 CFR Part 38 prohibiting discrimination on the basis of race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity); national origin (including Limited English Proficiency); age; disability; political affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title I-financially assisted program or activity.

All Partners shall comply fully with the nondiscrimination and equal opportunity provisions of the WIOA (29 CFR Part 38 Preamble) and acknowledge the government's right to seek judicial enforcement of the nondiscrimination assurance.

All Partners agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

All Partners shall ensure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

Article XV: Americans with Disabilities Act and Amendments Compliance

The Partners agrees to ensure that the policies and procedures as well as the programs and services provided at each of the AJCCs are in compliance with the Americans with Disabilities Act and its amendments. Additionally, Partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

Article XVI: Grievances and Complaints Procedure

The Partners shall establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and Partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The Partners further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

Article XVII: Dispute Resolution

The Partners agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the AJCC One-Stop Operator, for discussion and resolution.

Article XVIII: Press Releases and Communications

All Partners shall be included when communicating with the press, television, radio or any other form of media regarding its duties or performance under this MOU. Participation of each Partner in press/media presentations shall be determined by each Partner's public relations policies. Unless otherwise directed by the other Partners, in all communications, each Party shall make specific reference to all other Partners to the extent practicable.

The Partners shall utilize the America's Job Centers of California ("AJCC") logo developed by the State of California and the AJCC logo developed by the WDB identified for AJCC usage only. This shall include letterhead, envelopes, business cards, any written correspondence and fax transmittals. However, the Partners agree to continue to discuss the use of the AJCC logo as additional guidance is received from the State of California.

Article XIX: Mutual Hold Harmless/Indemnification/Limitation of Liability

The Partners shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, WDB, elected and appointed officials, employees, agents and representatives, and the Departments of the State of California (individually and collectively hereinafter referred to as Indemnitees), from any liability, action, claim or damage whatsoever, based or asserted upon any services provided by the Partners, their officers, employees, subcontractors, agents or representatives, arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury or death or any other element of any kind or nature. The Partners shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorneys' fees, cost of investigation, defense and settlement or awards) in any claims or actions based upon such acts, omission or services.

With respect to any action or claim subject to indemnification herein by the Partners, each Partner shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the Indemnitees; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Partners indemnification to Indemnitees as set forth herein.

The Partners' obligations hereunder shall be satisfied when a Partner has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

It is understood and agreed that the indemnification provisions herein shall survive the termination of this MOU.

Article XX: General Provisions

The laws and regulations listed in this **Article XX** are generally applicable to most publicly funded programs administered by Workforce Development. The laws and regulations listed herein do not encompass all of the laws and regulations that govern the Partners in their respective roles under this MOU. All Partners expressly agree to comply with the federal laws and regulations listed below unless the laws and regulations that govern their particular program state otherwise:

- A. Jobs for Veterans Act. As stated in **Articles II(B)** and **IX**, each Partner agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 U.S.C. Section 2913.
- B. Americans with Disabilities: Each Partner, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and section 504 of the Rehabilitation Act of 1973.
- C. Pro-Children Act: If any AJCC activities call for services to minors, each party agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).
- D. Drug-Free Workplace: Each Partner, its officers, employees, members, subrecipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each Partner shall make a good faith effort to ensure that none of its officers, employees, members, and subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- E. Ethics Laws: Each Partner certifies that by executing this MOU, it has reviewed, knows and understands the California's ethics and conflict of interest laws, which includes the Governor's Executive Order 2008-454 and its amendment pertaining to ethics. Each Partner further agrees that it shall not engage in any action(s) inconsistent with California ethics laws or the aforementioned Executive Order.

Article XXI: Partial Invalidity

All questions as to the execution, validity, interpretation, and performance of this MOU shall be governed by the laws of the State of California. Furthermore, the Partners hereto agree that any legal action which is brought on the basis of this MOU and in which a state agency is a party shall be filed in the US District Court of Riverside County.

Should any portion of this MOU be found unenforceable by operation of statute or by administrative or judicial decision, it is the intention of the Partners that the remaining portions of this MOU shall not be affected as long as performance remains feasible with the absence of the illegal or unenforceable provision(s).

Article XXII: Termination / Separation

- A. **MOU Termination:** This MOU shall remain in effect until the end date specified in the **Agreement Period Section** unless:
 - 1. All Partners mutually agree to terminate this MOU.
 - 2. Funding cuts by one or more federal programs are so substantial that AJCC operations cannot continue as specified herein and a new MOU must be negotiated.

3. WIOA regulations or statute are repealed or substantially altered.
 4. Local Area designations are changed.
- B. **Partner Separation:** WIOA Section 121(c) mandates the execution of this MOU between the LWDB and partners. However, any single Partner may terminate its participation as a party to this MOU upon thirty (30) days written notice to the WDB. In such an event, the WDB shall provide written notice to all remaining Partners and will amend this MOU per **Article IV**. The termination of one or more Partner's participation as a party will not result in a termination of this MOU unless the number or contribution of the terminating Partner(s) is so substantial that it necessitates the negotiation of a new MOU.
- C. **Effect of Termination:** Per WIOA Section 121, any Partner that terminates its role as a party to this MOU shall no longer eligible to participate as a partner in the AJCC system and shall not be permitted to serve on the WDB as an AJCC partner representative pursuant to the Bylaws of the WDB.
- D. **Partner Disqualification:** An entity identified as a Required Partner at the time of execution of this MOU that subsequently loses federal funding or the authority to administer the federal program in the Local Area and therefore no longer qualifies as a Required Partner under WIOA Section 121(b)(1) shall send written notice of the change in status to the WDB as soon as possible. In such an event, a formal amendment to this MOU per **Article IV** shall be required. The entity may continue as an Additional Partner if mutually agreed by the WDB and the remaining Partners in writing.

Article XXIII: Counterpart

This MOU may be executed in one, or more than one counterpart and each executed counterpart shall be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

Article XXIV: Definitions

- A. **Administrative Entity:** Entity(ies) designated by the CEO to coordinate and administer WIOA activities and services within a local area on the LWDB's behalf and in accordance with all applicable federal, state, and local laws, regulations, rules, policies, plans, and the terms of this MOU. The Administrative Entity is the Riverside County Housing and Workforce Solutions-Workforce Development Division.
- B. **Chief Elected Official ("CEO"):** Identified in WIOA Section 3 Definitions (9) as the chief elected officer of a unit of general local government in a local area or the individual(s) designated under a local agreement pursuant to WIOA Section 107(c)(1)(B). For Riverside County, the CEO is the Board of Supervisors.
- C. **Career Services:** The services which shall be available, at a minimum, to individuals who are adults or dislocated workers through the AJCC delivery system in each local area. The career services that must be provided as part of the AJCC delivery system are listed in WIOA Section 134(c)(2).

- D. **Co-located Partner:** AJCC partners who have a physical presence within one of the County's AJCC and who sublease from the principal lessor, Riverside County Housing and Workforce Solutions-Workforce Development Division
- E. **Cost Allocation:** Per 66 Fed. Reg. 29639, cost allocation is the measurement of actual costs in relation to the benefit received in order to determine each partner's fair share of AJCC operating costs. (*interim regulation until final rule is published*)
- F. **Fair Share:** The portion of AJCC operating costs allocated to each partner in proportion to the benefits the partner receives from participation in the AJCC system. (*interim regulation until final rule is published*)
- G. **Fiscal Agent:** An entity appointed by a local area's CEO in accordance with WIOA Section 107 (d)(12)(B)(i)(II) & (III)) to be responsible for the administration and disbursement of WIOA and other funds allocated for workforce development activities in the local area. WIOA Section 107(d)(12)(B)(i)(II) provides that designation of a fiscal agent does not relieve the CEO from his/her liability for any misuse of grant funds.
- H. **Local Workforce Development Board ("LWDB"):** Established by the California Governor under Executive Order 2009 438 dated May 12, 2009, to assist the Governor in creating an integrated statewide strategic plan for workforce development which will link workforce policies, education and training programs, and funding streams with the economic needs of California and its regions and in complying with the provisions and requirements of WIOA Section 101.
- I. **In-Kind Contributions:** 66 Fed. Reg. 29639-29640 defines these types of contributions as donations from third parties that are not to be confused with contributions to the AJCC by partner programs of such things as space, equipment, staff, or other goods and services for which the partner program incurs a cost. In-kind contributions may include funding from philanthropic organizations or other private entities or through other alternative financing options, to provide a stable and equitable funding stream for on-going AJCC delivery system operations. WIOA 121 (c)(2)(A)(i). (*interim regulation until final rule is published*)
- J. **Local Area:** A local workforce development area designated by the Governor, under section 106, subject to sections 106(c)(3)(A), 107(c)(4)(B)(i), and 189(i) Local Workforce Development Board (LWDB): The board created by the CEO pursuant to WIOA Section 107 with responsibility for the development of the local plan and for oversight of the workforce development activities in the local area.
- K. **Non-Collocated Partners:** AJCC partners who may be located in the same building but do not have a physical presence within the AJCC.
- L. **Additional Partner:** Per WIOA 121 (b)(2), an entity that carries out a program not identified as required under WIOA, that is approved by the LWDB and the CEO, may be included as a AJCC partner in a Local Area.
- M. **America's Job Center of California One-Stop Delivery System:** The AJCC delivery system is essentially a collaborative effort among public service agencies, non-profit

organizations and private entities that administer workforce development, educational, and other human resource programs to make the variety of services available under those programs more accessible to eligible job seekers and employers.

- N. **America's Job Center of California One-Stop Operator:** An entity or consortium of entities designated in accordance with WIOA Section 121(d) to operate an AJCC site and to perform AJCC service delivery activities in accordance with all applicable federal, state, and local laws, regulations, rules, policies, plans, and the terms of this MOU.
- O. **Required Partner:** An entity that carries out one or more of the programs or activities identified under WIOA Section 121 (b)(1) and is required under that Section to participate in the AJCC delivery system and to make the career services under its program or activity available through the AJCC system.
- P. **Resource Sharing:** Per 66 Fed. Reg. 29639, Resource Sharing is the cash and/or resources each partner will contribute to fund its fair share of costs for operation of the AJCC system. This can include "in-kind" contributions from third parties to partner programs. The LWDB, CEO and AJCC partners may fund the costs of infrastructure of AJCCs through methods agreed on by the LWDB, CEO and AJCC partners through Resource Sharing. (*interim regulation until final rule is published*)
- Q. **Training Services:** Services to adults and dislocated workers as described in WIOA Section 13a(c)(3). Per WIOA 134(c)(3)(D) these may include occupational skills training, including training for nontraditional employment, on-the-job training, incumbent worker training, programs that combine workplace training with related instructions, which may include cooperative education programs, private-sector training programs, skill upgrading and retraining, apprenticeships, entrepreneurial training, transitional jobs, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.
- R. **WIOA:** The Workforce Innovation and Opportunity Act amends the Workforce Investment Act of 1998 to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes.
- S. **WIOA Local Plan:** Per WIOA Section 108, the local plan is a comprehensive 4-year plan developed by each LWDB, in partnership with the chief elected official and submitted to the Governor. The plan shall support the strategy described in the State plan. At the end of the first 2-year period of the 4-year local plan, each local board shall review the local plan, and the local board, in partnership with the chief elected official, shall prepare and submit modifications to the local plan to reflect changes in labor market and economic conditions or in other factors affecting the implementation of the local plan. Plans identify the respective local area's current and projected workforce investment needs, the AJCC delivery system, performance standards, and strategies to address the workforce investment needs in consideration of performance standards per WIOA Section 116.
- T. **Local Funding Mechanism:** An Infrastructure Agreement (IFA) negotiated by the Local Boards with All AJCC Partners for each AJCC (WIOA Joint Final Rule Section 678.715).

- U. **State Funding Mechanism (SFM):** An IFA established by the Governor and the Superintendent of Public Instruction (SPI) that is triggered if a Local Board is unable to secure an agreed upon and signed IFA from all AJCC required partners by the annual deadline (WIOA Joint Final Rule Section 678.730).

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

[Chief Elected Official]

**V. Manuel Perez , Riverside County
Board of Supervisors Chair**

Authorized Signatory and Title

Signature

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Date

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E-mail address

APPROVED AS TO FORM:
County Counsel

By: _____
Paula Salcido
Deputy County Counsel

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

[LWDB Chairperson]

**Jamil Dada, Workforce Development Board
Chair**

Authorized Signatory and Title

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

[Riverside County Workforce Development Division]

**Stephanie Adams, Deputy Director of
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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

[Employment Development Department]

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

[City of Moreno Valley]

Authorized Signatory and Title

Address

Signature

Date

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

[Val Verde Adult School]

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

[Department of Rehabilitation]

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

[Riverside Community College District]

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

[College of the Desert]

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

[California Indian Manpower Consortium, Inc.]

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

[Soboba Band of Luiseño Indians]

Isaiah Vivanco, Tribal Chairman of the Soboba Band of Luiseño Indians

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

[Alvord Unified School District]

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

[Beaumont Unified School District]

Sergio San Martin, Chief Business Officer

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

[Coachella Valley Unified School District]

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

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[Jurupa Unified School District]

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

[Lake Elsinore Unified School District]

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

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Esperanza Arce, Chief Academic Officer

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

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[Mt. San Jacinto Community College District]

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

[Housing Authority]

Cindy Hui, Deputy Director

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

[Community Action Partnership]

Karla Lopez del Rio, Executive Director

Authorized Signatory and Title

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

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[El Sol Neighborhood Educational Center]

Alexander Fajardo, Executive Director

Authorized Signatory and Title

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

[California Family Life Center] – Youth Build

Mary Jo Ramirez, President

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

[Department of Developmental Services]

Authorized Signatory and Title

Address

Signature

Date

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Remainder of Page Intentionally Left Blank

MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California
Riverside County America's Job Center of California Operations

Signature Page

[Lighthouse Social Service Centers]

Authorized Signatory and Title

Address

Signature

Date

Telephone number / Facsimile number

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Riverside County America's Job Center of California Memorandum of Understanding Attachments

Attachment A: Parties to the Agreement

Attachment B: Riverside County America's Job Center of California (listing)

Attachment C: Administrative Structure

Attachment D1: Space Allocation

Attachment D2: Infrastructure Budgets

Attachment D3: Partner In-Kind Budgets

Attachment E1: AJCC Partners List

Attachment E2: AJCC Additional Partners List

Attachment F: America's Job Center of California Services

Attachment G: Required Partner Services

Attachment H: Additional Partner Services

Attachment I: Partner Referral for Services

Attachment J: America's Job Center of California Service Delivery Codes

Attachment K: Partner Acronyms

Attachment L: Career Services and Consolidated Career Services Budget

Parties to the Agreement

ATTACHMENT A

LWDB: County of Riverside Housing and Workforce Solutions /Workforce Development
CEO Name(s): V. Manuel Perez

Required Partners

Partner Name	Program	Program Authority
Alvord Unified School District Beaumont Unified School District Coachella Valley Unified School District Corona-Norco Unified School District Jurupa Unified School District Lake Elsinore Unified School District Moreno Valley Unified School District Mt. San Jacinto Community College District Murrieta Valley Unified School District Riverside County Office of Education Riverside Unified School District College of the Desert Val Verde Adult School	Adult Basic Education (ABE) English as a Second Language (ESL) Adult Secondary Education (ASE) English Literacy and Civic Education: Civic Participation and Citizenship Preparation	Adult Education and Literacy W I O A 121(b)(1)(B)(iii) - Title II
Housing Authority of the County of Riverside	Housing Programs	Department of Housing and Urban Development (HUD)- Employment and Training Programs W I O A 121 (b)(1)(B)(xi)
Riverside Community College Mt. San Jacinto Community College of the Desert	Vocational Education	Career & Technical Education Programs - Postsecondary Vocational Education- Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2301)
Center for Employment Training - CET	Vocational Education	Migrant Seasonal Farmworkers Title I, Title II Vocational Education
Department. of Rehabilitation	Vocational Rehabilitation Programs	Rehabilitation Act, Title I, Parts A & B – Rehabilitation Services Commission (29 U.S.C. 720)
Department of Public Social Services	Temporary Assistance to Needy Families (TANF) Welfare-to-Work	Social Security Act-Part A, Title IV (TANF) (42 U.S.C.601 et seq.), subject to subparagraph (C)
SER – Jobs for Progress, Inc. (SER)	Senior Community Service Employment	Older Americans Act Title V – Senior Community Service Employment Program (SCSEP) (42 U.S.C. 3056)
EDD – TAA/TRA	NAFTA	Trade Act Title II, Chapter 2– Trade Adjustment Assistance (TAA) (19 U.S.C. 2271)
EDD – UI Branch	Unemployment Insurance	Unemployment Insurance (UI)- (5USC 85) (ORC Chapter 4141)
EDD – Workforce Services	Wagner-Peyser	WIOA Title III – Wagner-Peyser Act Programs (29 U.S.C. 49)
HWS / Workforce Development	Workforce Development Programs	WIOA Title I -Adult, Dislocated Worker, and Youth Programs
EDD – Veterans	Veteran Programs	Veteran's Workforce Programs – Chapter 41 of title 38, United States Code; WIOA 121(b)(1)(B)(viii)
Community Action Partnership - CAP	Community Services and Development	WIOA Title I-Adult, Dislocated Worker, and WIOA Title II-Adult Education and Literacy
Inland Empire Job Corps Center - Strategix	Job Corp Older Youth & Young Adult (Ages 16-24), Education & Career Technical Training Programs	WIOA Title I – Job Corps (29 U.S.C.2881-2900, 29 us2901)
EDD – Farm Workers	Agricultural Community Employment Services	WIOA Title I – Migrant and Seasonal Farm Worker Programs Section 166 (29 U.S.C.2912, 29 us2919)
California Family Life Centers	Youth Programs	WIOA Title I — Youth Build- WIOA Section 171
CA Indian Manpower Consortium, Inc.	Native American Programs	WIOA Title I – Native American Programs Section 167 (29 U.S.C. 2911, 29 U.S.C. 2919)

LightHouse Social Service Centers	Second Chance Program	WIOA Title I - Section 212 of the Second Chance Act of 2007 (42 U.S.C. 17532)
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Additional Partners

Partner Name	Program	Program Authority
El Sol Neighborhood Educational Center	Adult Ed, English as a second Language, High School Equivalency and EI Civics courses	Adult Education and Literacy WIOA Title II
Soboba Band of Luiseno Indians	Tribal TANF	Title IV Part A Block Grants
Goodwill Industries of Southern California	Employment skills & self-sufficiency through work	Senior Community Service Employment Program Grants
Department of Developmental Services	Job training, employment support, and workplace accommodations	Developmental Disabilities

Area's AJCC System consists of (#): 5 AJCCs, 6 Youth Centers

Access	Location Code	AJCC Career Center Name	Address
Comprehensive	089	Riverside AJCC	1325 Spruce Street, Suite 110 Riverside, CA 92507
Comprehensive	090	Indio AJCC	44199 Monroe St., Suite B Indio CA 92201
Comprehensive	092	Hemet AJCC	749 State Street Hemet, CA 92543
Comprehensive	405	Moreno Valley	12625 Frederick St. Suite K-3 Moreno Valley, CA 92552
Affiliate	16160	Blythe	1 College Drive, PE Building Blythe, CA 92225
Specialized AJCC	272	Rubidoux YOC	5656 Mission Blvd. Riverside, CA 92509
Specialized AJCC	239	Lake Elsinore Plant Youth YOC	400 W. Graham Lake Elsinore, CA 92530
Specialized AJCC	069	Hemet Empower Youth YOC	930 N. State Street Hemet, CA 92543
Specialized AJCC	332	Moreno Valley YOC	23080 Alessandro Blvd. Suite 236 Moreno Valley, CA 92553
Specialized AJCC	237	The Perris Oasis YOC	2560 N. Perris Blvd., Ste. J3-J4 Perris, CA 92571
Specialized AJCC	238	Indio YOC	44-199 Monroe St., Suite B Indio CA 92201

Definitions: Comprehensive-Provides access to the programs, services, and activities of all required AJCC partners. Affiliate-Provides access to one or more of the AJCC programs/partners

Riverside County is a geographical diverse and expansive county. The Workforce Development Board in consultation with the Riverside County Economic Development Agency has identified two primary locations to provide comprehensive one-stop services to county residents. These sites include the Riverside AJCC in Western Riverside County and the Indio AJCC in Eastern Riverside County.

Additional one-stop locations including affiliate locations have been established to meet community needs and are subject to change. One-Stop locations are sited based on local economic conditions, community needs and fiscal viability. All locations are subject to approval by the Riverside County Workforce Development Board and will be re-evaluated at least annually.

Entity	Entity Name & Contact	Address	Email
AJCC One-Stop Operator	Arbor E&T, LLC	23080 Alessandro Blvd., Suite 236 Moreno Valley, CA 92553	Ani.kitsinian@equusworks.com
Deputy Director of Workforce Development	HWS/WDD – Stephanie Adams	1325 Spruce St. Riverside, CA 92507	sjadams@rivco.org
Fiscal Agent	HWS – Esmeralda Oviedo	555 Arlington Ave., Suite 400 Riverside, CA 92504	jabeedles@rivco.org
Chief Elected Official	BOS – V. Manuel Perez	4080 Lemon St., 5 th Floor Riverside, CA 92502	
State Agency	EDD - Carolyn Reyna	1325 Spruce Street, Ste. 400 Riverside, CA 92507	carolyn.reyna@edd.ca.gov
Workforce Development Board	Jamil Dada	1325 Spruce Street, Ste. 400 Riverside, CA 92507	jdada@myprovident.com

Riverside Co-located Partners	Square Footage	Square Footage % Per Partner	Partner Allocation of the \$950,053
Goodwill	80	0.3%	\$2,850
Dept. of Rehab	172	0.6%	\$5,700
Job Corps	116	0.4%	\$3,800
EDD	9,467	33%	\$313,518
HWS/WDD	18,620	65.7%	\$624,185
Totals	28,455	100%	\$950,053

(Dedicated space + (Total Common Space – Resource Area Space)) / Total Space
 (28455 + (8906 – 4723)) / 36371 = 89.7 (or 90%); 90% x \$807,436 = \$726,692 per year

Indio Co-located Partners	Square Footage	Square Footage % Per Partner	Partner Allocation of the \$164,929
Dept. of Rehab	128	2%	\$3,299
EDD	2,208	27%	\$44,531
HWS/WDD	5,880	61%	\$100,606
Equus Indio YOC	998	10%	\$16,493
Totals	9,214	100%	\$164,929

(Dedicated Space + (Total Common Space – Resource Area Space)) / Total Space
 (8216 + (9252 – 6447)) / 17468 = .63 (or 63%); 63% x 530,328 = 334,107 per year

133

Hemet Co-located Partners**	Square Footage	Square Footage % Per Partner	Partner Allocation of \$ 208,197
DOR	64	2%	\$4,164
EDD	1,899	68%	\$141,574
HWS/WDD	832	30%	\$62,459
Totals	2,795	100%	\$208,197

(Dedicated Space + (Total Common Space – Resource Area Space)) / Total Space
 (2795 + (3074 -1804)) / 5153 = .79 (or 79%); 79% x \$123,672 = \$97,701 per year

Moreno Valley Co-located Partners	Square Footage	Square Footage % Per Partner	Partner Allocation of \$245,606
MVBERC	4,976	100%	\$245,606
Totals	4,976	100%	\$245,606

All infrastructure costs are currently covered by the City of Moreno Valley

Blythe Co-located Partners	Square Footage	Square Footage % Per Partner	Partner Allocation of \$ 83,844
Totals	2,329	100%	\$83,844

Dedicated & Common Space Actuals

*** All numbers contained within this Amended Space Allocation are approximations.

In the event of a conflict in terms between the Amended Space Allocation and the respective lease or license agreements relating to such dedicated, shared, and/or total space, the terms of the subject lease or license agreement shall prevail.

AJCC Infrastructure Budget*** AJCC #1 Riverside		
Cost Category/Line Item	Line Item Cost Detail	Cost
Rent (Includes Rent, Utilities, Insurance & Bldg Maintenance)		
Rental of Facilities		
Total Space	36371 Sq Ft	\$ 959,649
LFM Space Allocation via Square Footage	90% of Total Cost	\$ 950,053
Rental Costs Subtotal:		\$ 959,649
Utilities and Maintenance		
Telephones (Landlines)		
Total Lines	55	\$ 8,184
Common Lines (\$12.40 Per Line)	5	\$ 744
Utilities and Maintenance Costs Subtotal:		\$ 8,184
Equipment		
Maint – Office Equipment		
Total	23	\$ 3,788
Common (\$13.72 per)	8	\$ 1,317
Equipment Costs Subtotal:		\$ 3,788
Technology to Facilitate Access to the AJCC		
RCIT		
Total	99	\$ 177,459
Common (149.38 per computer)	51	\$ 91,421
High-Speed Internet		
Total	99	\$ 59,714
Common (50.26 per PC, per month)	51	\$ 30,759
Technology to Facilitate Access Costs Subtotal:		\$ 237,173
TOTAL INFRASTRUCTURE COST FOR THIS AJCC:		\$ 1,208,794
TOTAL INFRASTRUCTURE COST TO BE SHARED FOR THIS AJCC:		\$1,074,294

AJCC Infrastructure Budget***
AJCC #1 Riverside
Goodwill of Southern California

Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
Total Space (1 st Floor)	36371 Sq. Ft	\$ 959,649
LFM Space Allocation via Square Footage	90% of Total Cost	\$ 950,053
Partner Share (80 Sq. Ft)	.3%	\$ 2,850
Utilities and Maintenance		
Telephones (Landlines)		
Common Lines (\$12.40 Per Line)	5	\$ 744
Partner Share	3%	\$ 22
Equipment		
Maint – Office Equipment		
Common (13.72 per)	8	\$ 1,317
Partner Share	3%	\$ 40
Technology to Facilitate Access to the AJCC		
RCIT		
Common (149.38 Per Computer)	51	\$ 91,421
Partner Share	3%	\$ 2,742
High-Speed Internet		
Common (50.26 Per PC, Per Month)	51	\$ 30,759
Partner Share	3%	\$ 923
Total Annual Partner Share of Cost:		\$ 6578
Total Monthly Partner Share of Cost:		\$ 548.17
**Other Shared AJCC Cost :		\$ 2,000

AJCC Infrastructure Budget*
AJCC #1 Riverside
Employment Development Department**

Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
Total Space	36371 Sq Ft	\$ 959,649
LFM Space Allocation via Square Footage	90% of Total Cost	\$ 950,053
Partner Share	33 %	\$ 313,517
Utilities and Maintenance		
Telephones (Landlines)		
Common Lines (\$12.40 Per Line)	5	\$ 744
Partner Share	33%	\$ 246
Equipment		
Maint – Office Equipment		
Common (13.72 per)	8	\$ 1,317
Partner Share	33%	\$ 435
Technology to Facilitate Access to the AJCC		
RCIT		
Common (149.38 Per Computer)	51	\$ 91,421
Partner Share	33 %	\$ 30,169
High-Speed Internet		
Common (50.26 Per PC, Per Month)	51	\$ 30,759
Partner Share	33%	\$ 10,150
Total Annual Partner Share of Cost:		\$ 354,517
Total Monthly Partner Share of Cost:		\$ 29,543
**Other Shared AJCC Cost :		\$ 41,000

AJCC Infrastructure Budget***
AJCC #1 Riverside
California Department of Rehabilitation

Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
Dedicated Space (1 st floor office)	172 Sq Ft	\$ 3,901
LFM Space Allocation via Square Footage	90% of Total Cost	\$ 950,053
Partner Share	6%	\$ 5,700
Utilities and Maintenance		
Telephones (Landlines)		
Common Lines (\$12.40 Per Line)	5	\$ 744
Partner Share	6%	\$ 45
Equipment		
Maint – Office Equipment		
Common (\$13.72 per)	8	\$ 1,317
Partner Share	6%	\$ 79
Technology to Facilitate Access to the AJCC		
RCIT		
Common (\$149.38 per computer)	51	\$ 91,421
Partner Share	6%	\$ 5,485
High-Speed Internet		
Common (\$50.26 Per PC, Per Month)	51	\$ 30,759
Partner Share	6%	\$ 1,846
Total Partner Share of Infrastructure Cost :		\$ 17,056
**Other Shared AJCC Cost :		\$ 750
Total Monthly Partner Share of Cost :		\$ 1,421.33

AJCC Infrastructure Budget*
AJCC #2 Indio**

Cost Category/Line Item	Line Item Cost Detail	Cost
Rent (Includes Rent, Utilities, Insurance & Bldg Maintenance)		
Rental of Facilities		
Total Space	17468 Sq Ft	\$ 261,792
LFM Space Allocation via Square Footage	63% of Total Cost	\$ 164,929
Rental Costs Subtotal:		\$ 261,792
Utilities and Maintenance		
Telephone (Landlines)		
Total (10.83 Per)	10	\$ 1,300
Common	6	\$ 780
Utilities and Maintenance Costs Subtotal:		
Equipment		
Maint – Office Equipment		
Total (44.45 per)	11	\$ 5,868
Common	6	\$ 3,200
Equipment Costs Subtotal:		\$ 5,868
Technology to Facilitate Access to the AJCC		
RCIT		
Total	81	\$ 145,197
Common (149.38 Per Computer)	66	\$ 118,309
High-Speed Internet		
Total	81	\$ 9,483
Common (9.76 per PC, per month)	66	\$ 7,730
Technology to Facilitate Access Costs Subtotal:		\$ 154,680
TOTAL INFRASTRUCTURE COST FOR THIS AJCC:		\$ 423,640
TOTAL INFRASTRUCTURE COST TO BE SHARED FOR THIS AJCC:		\$ 294,948

AJCC Infrastructure Budget***
AJCC #2 Indio
Employment Development Department

Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
Total Space	17468 Sq Ft	\$ 261,792
LFM Space Allocation via Square Footage	63% of Total Cost	\$ 164,929
Partner Share	27 %	\$ 44,531
Utilities and Maintenance		
Telephones (Landlines)		
Common Lines (\$12.40 Per Line)	6	\$ 780
Partner Share	27 %	\$ 211
Equipment		
Maint – Office Equipment		
Common (\$13.72 Per)	6	\$ 3,200
Partner Share	27%	\$ 864
Technology to Facilitate Access to the AJCC		
RCIT		
Common (149.38 Per Computer)	66	\$ 118,309
Partner Share	27 %	\$ 31,943
High-Speed Internet		
Total	66	\$ 7,730
Common (50.26 Per PC, Per Month)	27%	\$ 2,087
Total Annual Partner Share of Cost:		\$ 79,636
Total Monthly Partner Share of Cost:		\$ 6,636

AJCC Infrastructure Budget***
AJCC #2 Indio
California Department of Rehabilitation

Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
Dedicated Space	128 Sq Ft	\$ 6,434
LFM Space Allocation via Square Footage	67% of Total Cost	\$ 261,792
Partner Share	2%	\$ 5,236
Utilities and Maintenance		
Telephones (Landlines)		
Common Lines (\$12.40 Per Line)	6	\$ 780
Partner Share	2%	\$ 16
Equipment		
Maint – Office Equipment		
Common (\$13.72 per)	6	\$ 3,200
Partner Share	2%	\$ 64
Technology to Facilitate Access to the AJCC		
RCIT		
Common (\$149.38 per computer)	66	\$ 118,309
Partner Share	2%	\$ 2,366
High-Speed Internet		
Common (\$50.26 Per PC, Per Month)	66	\$ 7,730
Partner Share	2%	\$ 155
Total Annual Partner Share of Cost:		\$ 14,271
Total Monthly Partner Share of Cost:		\$ 1,189

AJCC Infrastructure Budget***
AJCC #2 Indio
Equus Indio YOC

Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
Total Space	17468 Sq Ft	\$ 261,792
LFM Space Allocation via Square Footage	63% of Total Cost	\$ 164,929
Partner Share	10 %	\$ 16,430
Utilities and Maintenance		
Telephones (Landlines)		
Common Lines (\$12.40 Per Line)	6	\$ 780
Partner Share	10%	\$ 211
Equipment		
Maint – Office Equipment		
Common (\$13.72 Per)	6	\$ 3,200
Partner Share	10%	\$ 864
Technology to Facilitate Access to the AJCC		
RCIT		
Common (149.38 Per Computer)	66	\$ 118,309
Partner Share	10%	\$ 31,943
High-Speed Internet		
Total	66	\$ 7,730
Common (50.26 Per PC, Per Month)	10%	\$ 2,087
Total Annual Partner Share of Cost:		\$ 79,636
Total Monthly Partner Share of Cost:		\$ 6,636

AJCC Infrastructure Budget*** AJCC #3 Hemet		
Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
Rental of Facilities		
Total Space	5153 Sq. Ft	\$ 263,540
LFM Space Allocation via Sq. Ft.	79% of Total Cost	\$ 208,197
Rental Costs Subtotal:		\$ 263,540
Utilities and Maintenance		
Telephones Service (Landlines)		
Total (3.92 per)	16	\$ 752
Common	4	\$ 188
Utilities and Maintenance Costs Subtotal:		\$ 752
Equipment		
Maint – Office Equipment		
Total (11.93 per)	6	\$ 859
Common	4	\$ 573
Equipment Costs Subtotal:		\$ 859
Technology to Facilitate Access to the AJCC		
RCIT		
Total (149.38 per)	34	\$ 60,947
Common	21	\$ 37,644
High-Speed Internet		
Total	34	\$ 5,483
Common (13.44 Per PC, Per Month)	21	\$ 3,387
Technology to Facilitate Access Costs Subtotal:		\$ 66,430
TOTAL INFRASTRUCTURE COST FOR THIS AJCC:		\$ 331,581
TOTAL INFRASTRUCTURE COST TO BE SHARED FOR THIS AJCC:		\$ 249,989

AJCC Infrastructure Budget***
AJCC #3 Hemet
Employment Development Department

Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
Total Space	5153 Sq. Ft	\$ 263,540
LFM Space Allocation via Square Footage	79% of Total Cost	\$ 208,197
Partner Share (1899 Sq. Ft)	68%	\$ 141,574
Utilities and Maintenance		
Telephones (Landlines)		
Common Lines (12.40 Per Line)	4	\$ 752
Partner Share	68%	\$ 511
Equipment		
Maint – Office Equipment		
Common (\$13.72)	4	\$ 573
Partner Share	68%	\$ 390
Technology to Facilitate Access to the AJCC		
RCIT		
Common (149.38 per computer)	21	\$ 37,644
Partner Share	68%	\$ 25,598
High-Speed Internet		
Common (50.26 Per PC, Per Month)	21	\$ 3,387
Partner Share	68%	\$ 2,303
Total Annual Partner Share of Cost:		\$ 170,376
Total Monthly Partner Share of Cost:		\$ 14,198

AJCC Infrastructure Budget***
AJCC #3 Hemet
California Department of Rehabilitation

Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
Total Space	5153 Sq. Ft	\$ 263,540
LFM Space Allocation via Square Footage	79% of Total Cost	\$ 208,197
Partner Share (64 Sq. Ft)	2%	\$ 4,164
Utilities and Maintenance		
Telephones (Landlines)		
Common Lines (\$12.40 Per Line)	4	\$ 188
Partner Share	2%	\$ 4
Equipment		
Maint – Office Equipment		
Common (\$13.72 per)	6	\$ 573
Partner Share	2%	\$ 11
Technology to Facilitate Access to the AJCC		
RCIT		
Common (\$149.38 per computer)	21	\$ 37,644
Partner Share	2%	\$ 753
High-Speed Internet		
Common (\$50.26 Per PC, Per Month)	34	\$ 5,483
Partner Share	2%	\$ 110
Total Annual Partner Share of Cost:		\$ 5,042
Total Monthly Partner Share of Cost:		\$ 420

AJCC Infrastructure Budget*** AJCC #4 Moreno Valley Employment Resource Center		
Cost Category/Line Item	Line Item Cost Detail	Cost
Rent (Includes Rent, Utilities, Insurance & Bldg Maintenance)		
Dedicated Space	4,976 sq. ft.	\$ 159,844
Partner Share*	100%	\$ 159,844
Rental Costs Subtotal:		\$ 159,844
Utilities and Maintenance		
Telephones (Landlines)		
Total Lines	11	\$ 1,932
Common Lines (\$176 Per Line)	2	\$ 351
Partner Share*	100%	\$ 1,932
Utilities and Maintenance:		\$ 1,932
Equipment		
Maint – Office Equipment		
Total	2	\$ 1,200
Common (\$600 Per)	2	\$ 1,200
Partner Share*	100%	\$ 1,200
Equipment:		\$ 1,200
Technology to Facilitate Access to the AJCC		
MoVal IT		
Total	40	\$ 75,646
Common (\$1891 Per Computer)	29	\$ 54,843
Partner Share*	100%	\$ 75,646
High-Speed Internet		
Total	40	\$ 6,984
Common (\$175 Per Computer)	29	\$ 5,063
Partner Share*	100%	\$ 6,984
Technology to Facilitate Access to the AJCC:		\$ 82,630
TOTAL INFRASTRUCTURE COST FOR THIS AJCC:		\$ 245,606
TOTAL ANNUAL PARTNER SHARE OF COST:		\$ 245,606
TOTAL MONTHLY PARTNER SHARE OF COST:		\$ 20,467

AJCC Infrastructure Budget***
AJCC Infrastructure Budget***
AJCC Affiliate Blythe
Employment Development Department

Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
Dedicated Space	2062 Sq. Ft	\$ 83,844
Partner Share	89%	\$ 79,038
Utilities and Maintenance		
Telephones (Landlines)		
Common Lines (\$25.97 Per Line)	3	\$ 935
Partner Share	89%	\$ 832
Equipment		
Maint – Office Equipment		
Common (13.72 per)	7	\$ In-Kind from PVCC
Partner Share		\$ 0
Technology to Facilitate Access to the AJCC		
Computers		
Common (149.38 Per Computer)	3	\$ In-Kind from HWS
Partner Share		\$ 0
High-Speed Internet - PVCC		
Common (50.26 Per PC, Per Month)	3	\$ In-Kind from PVCC
Partner Share		\$ 0
Total Annual Partner Share of Cost:		\$ 79,870
Total Monthly Partner Share of Cost:		\$ 6,656

AJCC Infrastructure Budget***
AJCC Affiliate Blythe
Department of Rehabilitation

Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
Dedicated Space	267 Sq. Ft	\$ 83,844
Partner Share	11 %	\$ 4,806
Utilities and Maintenance		
Telephones (Landlines)		
Common Lines (\$25.97 Per Line)	3	\$ 935
Partner Share	11%	\$ 103
Equipment		
Maint – Office Equipment		
Common (13.72 per)	7	\$ In-Kind from PVCC
Partner Share		\$ 0
Technology to Facilitate Access to the AJCC		
Computers		
Common (149.38 Per Computer)	3	\$ In-Kind from HWS
Partner Share		\$ 0
High-Speed Internet - PVCC		
Common (50.26 Per PC, Per Month)	3	\$ In-Kind from PVCC
Partner Share		\$ 0
Total Annual Partner Share of Cost:		\$ 4,909
Total Monthly Partner Share of Cost:		\$ 409

Partner In-Kind Budgets

ATTACHMENT D3

In-Kind Contribution for AJCC Operator Per Partner

Partner	Compute Methodology	Partner Share	Share in Cash	Share in In-Kind
T- I Adult/Dislocated Worker/Youth	40%	\$ 40,000	\$100,000	----
T-II Adult Ed/Literacy	6%	\$ 6,000		\$ 7,584
T-III Wagner-Peyser/Veterans/TAA/MSFW	40%	\$ 40,000		\$ 41,000
Unemployment Comp	.75%	\$ 750		\$ 1,000
Goodwill CA	2%	\$ 2,000		\$ 50,000
Career Tech/Ed	1%	\$ 1,000		\$ 6,312
T-IV Voc Rehab	.75%	\$ 750		\$ 4,000
TANF/CalWorks	.75%	\$ 750		\$ 109,512
T-V OAA	.75%	\$ 750		\$ 9,695
Job Corps	1%	\$ 1,000		\$ 42,288
Native American	2%	\$ 2,000		\$ 2,000
Youth Build	1%	\$ 1,000		\$ 1,000
Housing Authority	.75%	\$ 750		\$ 750
CAP	1%	\$ 1,000		\$ 1,000
CET	.75%	\$ 750		\$ 750
El Sol	.75%	\$ 750		\$ 750
Lighthouse Social Service Centers				
Total Budget:		\$100,000	\$100,000	\$ 277,641

- ❖ Title I Adult, Dislocated Workers and Youth
 - County of Riverside Housing and Workforce Solutions Department, Workforce Development Division
 - Inland Empire Job Corps
 - YouthBuild
 - California Family Life Centers
 - Riverside County Office of Education
 - Native American Programs
 - California Indian Manpower Consortium Inc.
 - Soboba Band of Luiseno Indians
 - Migrant Seasonal Farmworkers
 - Center for Employment Training
 - State of California Employment Development Department
- ❖ Title II Adult Education and Literacy
 - Alvord Unified School District
 - Beaumont Unified School District
 - Coachella Valley Unified School District
 - Corona-Norco Unified School District
 - Jurupa Unified School District
 - Lake Elsinore Unified School District
 - Moreno Valley Unified School District
 - Mt. San Jacinto Community College
 - Riverside Unified School District
 - Riverside County Office of Education
 - Val Verde Adult School
 - College of the Desert
 - Mt. San Jacinto Community College
- ❖ Title III Wagner-Peyser
 - State of California Employment Development Department
- ❖ Title IV Vocational Rehabilitation
 - California Department of Rehabilitation
- ❖ Carl Perkins Career and Technical Education
 - College of the Desert
 - Mt. San Jacinto Community College
 - Riverside Community College
- ❖ TANF/CalWorks
 - Riverside County Department of Public Social Services
- ❖ Trade Adjustment Assistant Act
 - State of California Employment Development Department
- ❖ Housing and Urban Development
 - Housing Authority of the County of Riverside
- ❖ Title V Older Americans Act
 - SER-Jobs for Progress
- ❖ Veterans
 - State of California Employment Development Department
- ❖ Community Services Block Grant
 - County of Riverside Community Action Partnership
- ❖ Unemployment Compensation
 - State of California Employment Development Department
- ❖ Second Chance
 - Lighthouse Social Service Centers

- ❖ Title IV Tribal TANF
 - Soboba Band of Luiseno Indians
- ❖ Title II Adult Ed
 - El Sol Neighborhood Education Center
- ❖ Title I WIOA Adult Customized Career Training Services
 - Goodwill Industries of Southern California
- ❖ Comprehensive AJCC Site
 - City of Moreno Valley
- ❖ Title IV – Rehabilitation Act for Vocational Rehabilitation (VR) Services
 - Department of Developmental Services

Career Services:

Career services include self-help services, services requiring minimal staff assistance and services requiring more staff involvement, generally provided to individuals unable to find employment through basic career services and deemed to be in need of more concentrated services to obtain employment; or who are employed but deemed to be in need of more concentrated services to obtain or retain employment that allows for self-sufficiency.

1. **Eligibility Determination:** This is the process of obtaining and documenting information about an individual's circumstances and comparing that information with the criteria set by an agency or program to decide if the individual qualifies for participation.
2. **Intake and Orientation:** Outreach activities involve the collection, publication, and dissemination of information on program services available and directed toward jobless, economically disadvantaged, and other individuals. Intake is the process of collecting basic information, e.g., name, address, phone number, SSN, and all other required information to determine eligibility or ineligibility for an individual's program. Orientation, whether offered in a group setting, one-on-one, or electronically, is the process of providing broad information to customers in order to acquaint them with the services, programs, staff, and other resources at the America's Job Center of California (AJCC), affiliate, or self-service location
3. **Initial Assessment:** For individuals new to the workforce system, initial assessment involves the gathering of basic information about skill levels, aptitudes, abilities, barriers, and supportive service needs in order to recommend next steps and determine potential referrals to partners or community resources.
4. **Job Search, Placement Assistance, and Career Counseling:** Job Search helps an individual seek, locate, apply for, and obtain a job. It may include but is not limited to: job finding skills, orientation to the labor market, resume preparation assistance, development of a job search plan, job development, referrals to job openings, placement services, job finding clubs, job search workshops, vocational exploration, relocation assistance, and re-employment services such as orientation, skills determination, and pre-layoff assistance. Placement Assistance is a service that helps people to identify and secure paid employment that matches their aptitude, qualifications experiences, and interests. Career Counseling is a facilitated exploration of occupational and industrial information that will lead to a first, new, or a better job for the individual.
5. **Employment Statistics-Labor Market Information:** Collect and report data about employment levels, unemployment rates, wages and earnings, employment projections, jobs, training resources, and careers; see ONet, CalJOBSsm, LMI.
6. **Eligible Provider Performance / Program Cost Information:** Collect and provide information on:
 - A. Eligible training service providers (described in WIOA Section 122)
 - B. Eligible youth activity providers (described in WIOA Section 123).
 - C. Eligible adult education providers (described in WIOA Title II).
 - D. Eligible postsecondary vocational educational activities and vocational educational activities available to school dropouts under the Carl Perkins Act (20 USC 230 I).
 - E. Eligible vocational rehabilitation program activities (described in Title I of the Rehabilitation Act of 1973).
7. **Local Performance Information:** Collect and provide information on the local area's recent performance measure outcomes
8. **Supportive Services' Information:** Collect and provide information on services such as transportation, childcare, dependent care, housing, and needs-related payments that are necessary to enable an individual to participate in employment and training activities.

9. **Unemployment Insurance:** Collect and provide information on filing claims for state benefit payments that protect individuals from economic insecurity while they look for work. Claims may be filed on-line or via telephone available in the AJCC.
10. **Eligibility Assistance:** Provide guidance to individuals on eligibility for other programs and on financial aid assistance for training and education programs that are available in the local area.
11. **Follow-Up Services:** Services provided to participants who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment. These services assist those individuals to maintain employment or qualify for promotions with that employment
12. **Comprehensive and Specialized Assessments:** A closer look at the skills levels and service needs that may include:
 - A. Diagnostic Testing and use of other assessment tools; and
 - B. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
13. **Individual Employment Plan Development:** Working with individuals to identify their employment goals, the appropriate achievement objectives, and the appropriate combination of services that will help the individual achieve those goals.
14. **Group Counseling**
15. **Individual Counseling and Career Planning**
16. **Case Management:** For participants who receive training services under WIOA Section 134(d)(4).
17. **Short-Term Prevocational Services:** Can include development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.

Training Services:

Services offered through a training provider to help individuals upgrade their skills, earn degrees and certifications, or otherwise enhance their employability through learning and education. Types of training services include:

1. **Occupational Skills Training:** An organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels
2. **On-the-Job Training (OJT):** Training by an employer that is provided to a paid participant while engaged in productive work that is limited in duration, provides knowledge or skills essential to the full and adequate performance of the job, and reimburses the employer for the costs associated with training the OJT trainee often calculated based on a percentage of the trainee's wages
3. **Workplace and cooperative education:** Programs that combine workplace training with related instruction, which may include cooperative education programs
4. Training programs operated by the private sector
5. **Skills upgrading and retraining:** Courses that prepare persons for entrance into a new occupation through instruction in new and different skills demanded by technological changes. These courses train incumbent workers in specific skills needed by that business or industry and that lead to potential career growth and increased wages. This includes courses that develop professional competencies that are particularly relevant to a vocational & occupational goal. It must be demonstrated that the training will result in the workers' acquisition of transferable skills or an industry-recognized certification or credential.
6. **Entrepreneurial training**

7. **Job-readiness training**

8. **Adult Education and Literacy (ABE/ESL/ASE) programs:**

Adult education programs provide services to (1) assist adults to become literate and obtain the knowledge and skills necessary for employment and economic self-sufficiency; (2) assist adults who are parents or family members to obtain education and skills; (3) assist adults in attaining a secondary school diploma and postsecondary education and training, including through career pathways; and (4) assist immigrants and other individuals who are English language learners. Services include, but are not limited to, a comprehensive assessment and placement, orientation and counseling, instruction, coursework, or workshops that provide direction for the development and ability for adult learners to read, write, and speak in English, compute, and solve problems, at levels of proficiency necessary to function in society or on the job.

9. **Customized training:** Training that is designed to meet the special requirements of an employer or group of employers and that is conducted with a commitment by the employer to employ an individual upon successful completion of the training and for which the employer pays for a portion of the cost of training

Business Services:

AJCC services offered to employers include:

1. **Employer needs assessment:** Evaluation of employer needs, particularly future hiring and talent needs.
2. **Job posting:** Receiving and filling of job openings; searching resumes; providing access to a diverse labor pool
3. **Applicant pre-screening:** Assessing candidates according to the employer's requirements and hiring needs; referring candidates based on their knowledge, skills, and abilities relative to the employer requirements.
4. **Recruitment assistance:** Raising awareness of employers and job openings and attracting individuals to apply for employment at a hiring organization. Specific activities may include posting of employer announcements, provision of job applications, and hosting job fairs and mass recruitments
5. **Training assistance:** Providing training resources to enable employers to upgrade employee skills, introduce workers to new technology, or to help employees transition into new positions.
6. **Labor Market Information:** Access to information on labor market trends, statistics, and other data related to the economy, wages, industries, etc.
7. **Employer information and referral:** Provision of information on topics of interest to employers such as services available in the community, local training providers, federal laws and requirements, tax information, apprenticeship programs, human resource practices, alien labor certification, incentive programs such as WOTC or the federal bonding program, etc.
8. **Rapid Response and Layoff Aversion:** Provision of services to prevent downsizing or closure, or to assist during layoff events. Strategies may include incumbent worker training to avert layoffs, financing options, employee ownership options, placement assistance, worker assessments, establishment of transition centers, labor-management committees, peer counseling, etc.

Career Services:	Career Services offered through the AJCC include services: CS1 - 17
Training Services:	Training Services offered through the AJCC include services: TS1 - 9
Employer Services:	Employer Services offered to employers include services: ES1 - 8

Required Partner Services

ATTACHMENT G

Partner Name	Program Name (from Attachment A)	Services (Enter Number from Attachment E)			Service Delivery Method (Attachment I)	Location Code (Attachment B)
		Career	Training	Employer		
Alvord Unified School District	Title II – Adult Education & Literacy	CS2-CS5, CS8, CS12, CS17	TS7 & TS8		T, A, B, P	
Beaumont Unified School District	Title II - Adult Education & Literacy	CS2-CS5, CS8, CS12, CS17	TS7 & TS8		T, A, B, P	
Coachella Valley Unified School Dist.	Title II - Adult Education & Literacy	CS2-CS5, CS8, CS12, CS17	TS7 & TS8		T, A, B, P	
Corona-Norco Unified School Dist.	Title II - Adult Education & Literacy	CS2-CS5, CS8, CS12, CS17	TS7 & TS8		T, A, B, P	
Jurupa Unified School Dist.	Title II - Adult Education & Literacy	CS2-CS5, CS8, CS12, CS17	TS7 & TS8		T, A, B, P	
Lake Elsinore Unified School Dist.	Title II - Adult Education & Literacy	CS2-CS5, CS8, CS12, CS17	TS7 & TS8		T, A, B, P	
Moreno Valley Unified School Dist.	Title II - Adult Education & Literacy	CS2-CS5, CS8, CS12, CS17	TS7 & TS8		T, A, B, P	
Mt. San Jacinto Community College Dist.	Title II - Adult Education & Literacy	CS2-CS5, CS8, CS10, CS12, CS13, CS15, CS17	TS7 & TS8		T, A, B, P	
Murrieta Valley Unified School Dist.	Title II - Adult Education & Literacy	CS2-CS5, CS8, CS12, CS17	TS7 & TS8		T, A, B, P	
Riverside County Office of Education	Title I – Youth Build; Title II - Adult Education & Literacy; WIOA Programs	CS2-CS5, CS8, CS12, CS17	TS7 & TS8		T, A, B, P	
Riverside Unified School Dist.	Title II - Adult Education & Literacy	CS2-CS5, CS8, CS12, CS17	TS7 & TS8		T, A, B, P	
Val Verde Adult School	Title II - Adult Education & Literacy	CS2-CS5, CS8, CS12, CS17	TS7 & TS8		T, A, B, P	
HWS/Housing	Housing Programs	CS1, CS8, CS10				

Partner Name	Program Name (from Attachment A)	Services (Enter Number from Attachment E)			Service Delivery Method (Attachment I)	Service Delivery Method (Attachment I)
		Career	Training	Employer		
Riverside Comm. College, College of the Desert,	Career & Technical Education programs	CS2, CS3, CS4, CS10, CS13,	TS7 & TS8		T, A, B, P	
Mt San Jacinto Community College, College of the Desert	Title II - Adult Education & Literacy, Career & Technical Education	CS2-SC5, CS8, CS10, CS12, CS13, CS17	TS7 & TS8		T, A, B, P	
Department of Rehabilitation	Title I Part A & B Vocational Rehabilitation Programs	CS1-5, CS8, CS10, CS12-13, CS16-17	TS2, TS7-8		T, A, B	
Dept. of Public Social Services	Title IV - TANF, Welfare-to-Work	CS1-6, CS8-11, CS12-13, CS17	TS2, TS7-8		C, T, A, B	
SER-Jobs for Progress	Title V - Senior Community Services, Employment	CS2-4, CS6, CS8, CS12-13	TS7		T, A, B, P	
EDD – TAA/TRA	Title II - NAFTA	CS2-5, CS12-13			FT, T, A, B	089, 090, 330, 16160
EDD – UI Branch	Unemployment Insurance	CS9			T, A	
EDD – Workforce Services	Title III - Wagner-Peyser	CS2-5, CS9, CS13			FT, T, A, B, P	089, 090, 330, 16160
EDD - Veterans	Vet Programs	CS2-5, CS12-13			FT, T, A, B, P	089, 090, 330, 16160
EDD – Farm Workers	Title I - Migrant & Seasonal Farm Workers Programs	CS2-5			FT, T, A, B, P	090, 16160
HWS – Workforce Development Division	Title I Adult, Dislocated Workers, and Youth Programs	CS1-8, CS10-11, CS13-17	TS1-5, TS7, TS9	ES1-8	FT, T, A, B, P	089, 090, 330, 16160
Strategix Management LLC (Job Corps)	Title I - Job Corps	CS1-5,CS8,CS11, CS13-16	TS1, TS7-TS9	BS2,BS4,BS6	FT, T, A, B, P	089

Partner Name	Program Name	Services (Enter Number from Attachment E)			Service Delivery Method (Attachment I)	Service Delivery Method (Attachment I)
		Career	Training	Employer		
California Family Life Centers	Title I - YouthBuild	CS1-8, CS10-17	TS1, TS3, TS7, TS9		C/OFF, T, B	069, 239, 272
Center for Employment Training - CET	Title I - Migrant Seasonal Farmworkers; Title II - Vocational Education	CS2-4, CS10, CS13, CS17	TS7-8		T, A, B, P	
CA Indian Manpower Consortium, Inc.	Title I – Native American Programs, Workforce Development Programs	CS1-8, CS10-11, CS13-17	TS1-7, TS9		T, A, B, P	
LightHouse Social Service Program	Title I – Second Chance					

Required Partner Services: The table above identifies the services each required partner will provide and the method(s) of service delivery each partner will use. The services are identified by the numbers listed for each service in the AJCC Services Document. The service delivery methods are identified by the codes listed in the AJCC Services Document.

Additional Partner Services

ATTACHMENT H

Partner Name	Program Name (from Attachment A)	Services (Enter Number from Attachment E)			Service Delivery Method (Attachment I)	Location Code (Attachment B)
		Career	Training	Employer		
El Sol Neighborhood Education Center	Title II – Adult Ed., ESL, HS Equivalency, EI Civics	CS2-3, CS11-12, CS15	TS3 & TS7-8		T, B, P	
Soboba Band of Luiseno Indians	Title IV – Tribal TANF	CS2-4, CS6, CS12-13, CS17	TS2, TS7-8		T, A, B, P	
Goodwill Industries of Southern California	Title I Adult Customized Career Training Services	CS1-4, CS8, CS10, CS12-15	T1-5, T9	BS1-4		
Department of Developmental Services	Title IV – Rehabilitation Act – Vocational Rehabilitation (VR) Services					

Additional Partner Services: WIOA Section 121(b)(2)(B) describes the types of programs that may be included as "additional" programs in the AJCC service delivery system. The table above identifies the services each additional partner will provide and the method(s) of service delivery each partner will use. The services are identified by the corresponding numbers listed for each service in the AJCC Services document. The service delivery methods are identified by the codes listed in the AJCC Services Document.

Per WIOA Section 121 (c) access to each partner's services and activities other than those identified in Section B will be provided as follows:

Partner Name	Program Name	Method of Access to Other Services

Riverside County
America's Job Center of California
WIOA PARTNER REFERRAL FOR SERVICES

Date: _____
Customer's Name: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____ Alternative Phone: _____

Referred To (Organization): _____
Street Address: _____
City: _____ State: _____ ZIP: _____
Contact Person: _____ Phone: _____ Ext.: _____

- Referred For:
- | | | |
|--|--|--|
| <input type="checkbox"/> Assessment | <input type="checkbox"/> SSI/SSDI | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Family Services | <input type="checkbox"/> Medical/Health Services | <input type="checkbox"/> Food Assistance |
| <input type="checkbox"/> Education/Training | <input type="checkbox"/> Financial Assistance | <input type="checkbox"/> UI |
| <input type="checkbox"/> Counseling, Personal | <input type="checkbox"/> Housing | <input type="checkbox"/> Senior Services |
| <input type="checkbox"/> Veteran's Services | <input type="checkbox"/> Abuse Advocate | <input type="checkbox"/> Crisis Intervention |
| <input type="checkbox"/> Placement/Job Development | <input type="checkbox"/> Vocational Rehabilitation | <input type="checkbox"/> Other |

Specify: _____

List of Other Agencies Referred To: _____

Referring from (Organization): _____
Street Address: _____
City: _____ State: _____ ZIP: _____
Referred By: _____ Phone: _____ Fax: _____
Response Requested: Yes No Phone Confirmation: Yes No
Date Referred: _____ Method of Referral: Fax Email Text
Comments: _____

- Attachments (if applicable):
- | | | |
|---|--|--|
| <input type="checkbox"/> Release of Information | <input type="checkbox"/> Assessments | <input type="checkbox"/> Intake/Eligibility or Employment Plan |
| <input type="checkbox"/> Payment Authorization | <input type="checkbox"/> Work Restrictions | <input type="checkbox"/> Other: _____ |

*Note to the Customer: "THIS IS A REFERRAL ONLY!"

Services will be determined by the provider according to the agency guidelines.

*Equal Opportunity Employer/Program

Auxiliary aids and services are available upon request to individuals with disabilities by calling (951) 955.3100 or TTY (951) 955.9050.
Individuals with speech and/or hearing impairments may call CA Relay 711.

Service Delivery Codes:	
Code	Method Description
FT	On-Site Staff Full Time
PT	On-Site Staff Part Time
C	Contracted Service On-Site Full Time
C/PT	Contracted Service On-Site Part Time
C/Off	Contracted Service Off-Site
T	Access Via Telephone
A	Access Via Automated System
B	Brochure/Handout
P	Posting at One-Stop Center
O	Other
NA	Not Applicable

Partner Acronyms

ATTACHMENT K

Partner Name	Acronyms
California Family Life Centers	CFLC
California Indian Manpower Consortium Inc. CEO	CIMC CEO
Coachella Valley Unified School District	CVUSD
College of the Desert	COD
Corona-Norco Unified School District	CNUSD
Department of Public Social Services	DPSS
Department of Rehabilitation	DOR
Housing and Workforce Solutions/Community Action Partnership	HWS/CAP
Housing and Workforce Solutions/Housing Authority	HWS/HA
Housing and Workforce Solutions/Workforce Development Division	HWS/WDD
Employment Development Department-Workforce Services	EDD/WS
Employment Development Department-Trade Adjustment Assistance- Trade Readjustment Allowance	EDD-TAA/TRA
Employment Development Department-Unemployment Insurance	EDD/UI
Employment Development Department-Veterans	EDD/VETS
Employment Development Department-Farm Workers	EDD/MSFW
Goodwill Industries of Southern California	
Jurupa Unified School District	JUSD
Lake Elsinore Unified School District	LEUSD
Moreno Valley Unified School District	MVUSD
Mt. San Jacinto Community College	MSJC
Murrieta Valley Unified School District	MVUSD
Riverside Community College District	RCCD
Riverside County Office of Education-Jail Program	RCOE
Riverside County Sherriff Department	RCSD
Soboba Band of Luiseno Indians	

ATTACHMENT L

Career Services and Consolidated Career Services Budget

Summary of Career Services Applicable to Each One-Stop Delivery System Partner (Phase I MOU)							
Basic Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	TANF
T-I Program Eligibility	X	X	X			X	
Outreach, Intake, Orient	X	X	X	X	X	X	X
Initial Assessment	X	X	X	X	X	X	X
Labor Exch/Job Search	X	X	X		X	X	X
Referrals to Partners	X	X	X	X	X	X	X
LMI	X	X	X		X	X	
Performance/Cost Info	X	X	X				X
Support Service Info	X	X	X			X	
UI Info/Assistance					X		
Financial Aid Info	X	X	X	X			
Basic Career Services	Tech Ed	T-V OAA	Job Corps	Native Am	MSF	YouthBuild	TAA
T-I Program Eligibility			X	X		X	
Outreach, Intake, Orient	X	X	X	X	X	X	X
Initial Assessment	X	X	X	X	X	X	X
Labor Exchange/Job Search	X	X	X	X	X	X	X
Referrals to Partners		X	X	X	X	X	X

LMI	X		X	X	X	X	X
Performance/Cost Info	X	X		X		X	
Support Service Info	X		X	X			
UI Info/Assistance						X	
Financial Aid Info	X		X	X			
Basic Career Services	Comm Act	Housing	UI	Veterans	Second Chance	El Sol	CET
T-I Program Eligibility	X						
Outreach, Intake, Orient	X	X		X	X		X
Initial Assessment	X	X		X	X	X	X
Labor Exchange/Job Search		X		X			
Referrals to Partners	X	X		X	X	X	
LMI				X			
Performance/Cost Info							
Support Service Info							
UI Info/Assistance			X				
Financial Aid Info		X			X		X
Individual Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	TANF
Comp Assessment			X	X		X	
IEP	X	X	X		X	X	X
Career Plan/Counsel	X	X	X			X	X
Short-Term Prevoc.			X			X	
Internships/Work Experience			X	X		X	

Out-of-Area Job Search					X	X	
Financial Literacy	X	X	X				
Workforce Preparation	X	X	X	X		X	
Individual Career Services	Tech Ed	T-V OAA	Job Corps	Native Am	MSF	YouthBuild	TAA
Comp Assessment			X			X	X
IEP		X	X	X		X	X
Career Plan/Counsel	X	X	X	X	X	X	X
Short-Term Prevoc.			X			X	
Internships/Work Experience	X		X			X	
Out-of-Area Job Search			X		X		X
Financial Literacy			X	X		X	
Workforce Preparation	X	X	X	X		X	
Individual Career Services	Comm Act	Housing	UI	Veterans	Second Chance	EI Sol	CET
Comp Assessment				X	X	X	
IEP	X	X		X		X	X
Career Plan/Counsel	X	X		X	X	X	X
Short-Term Prevoc							
Internships/Work Experience	X						
Out-of-Area Job Search				X			X
Financial Literacy							X
Workforce Preparation	X	X			X	X	X

Consolidated Career Services Budget

Consolidated Budget for the Delivery of Applicable Career Services							
Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	TANF
Basic Career Services: T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exchange/Job Search Referrals/LMI Support Service Info UI Info/Fin Aid Info	\$ 1,367,763	\$ 1,122,968	\$ 200,170	\$ 289,338	\$ 2,485,739	\$ 1,069,085	\$ 8,632,202
Applicable Career Services	Tech Ed	T-V OAA	Job Corps	Native Am	MSF	Youth Build	TAA
Basic Career Services: T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exchange/Job Search Referrals/LMI Support Service Info UI Info/Fin Aid Info	\$ 225,000	\$ 241,500	\$ 30,750	\$ 129,770	\$ 800,000	\$ 40,000	\$ 883,274
Applicable Career Services	Comm Act	Housing	UI	Veterans	Second Chance	El Sol	CET
Basic Career Services: T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exchange/Job Search Referrals/LMI Support Service Info UI Info/Fin Aid Info	\$ 275,000	\$ 469,000	\$ 456	\$ 876,584	\$ 150,000	\$ 31,968	\$ 281,250

Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	TANF
Individual Career Services: Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy	\$ 810,975	\$ 892,439	\$ 1,268,584	\$ 289,338	\$ 480,974	\$ 1,069,085	\$ 16,527,416
Applicable Career Services	Tech Ed	T-V OAA	Job Corps	Native Am	MSF	Youth Build	TAA
Individual Career Services: Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy	\$ 225,000	\$ 125,753	\$ 30,750	\$ 129,770	\$ 120,000	\$ 44,000	\$ 146,473
Applicable Career Services	Comm Act	Housing	UI	Veterans	Second Chance	El Sol	CET
Individual Career Services: Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy	\$ 225,000	\$ 234,500	\$ 77,415	\$ 142,946	\$ 150,000	\$ 31,968	\$ 281,250
Consolidated budget total of career services delivered through the One-Stop system: \$ 45,874,658							

WIOA MEMORANDUMS OF UNDERSTANDING

EXECUTIVE SUMMARY

This policy provides the guidance and establishes the procedures regarding *Workforce Innovation and Opportunity Act* (WIOA) Memorandums of Understanding (MOU) for comprehensive, affiliate, and specialized America’s Job Center of CaliforniaSM (AJCC) locations. This policy applies to all Local Workforce Development Boards (Local Board) and AJCC required partners, and is effective immediately.

This policy contains some state-imposed requirements. All state-imposed requirements are indicated by ***bold, italic*** type.

This Directive finalizes Workforce Services Draft Directive *WIOA Memorandums of Understanding* (WSD15-12), issued for comment on March 4, 2019. The Workforce Development Community submitted six comments during the draft comment period. A summary of comments, including all changes, is provided as Attachment 6.

This policy supersedes Workforce Services Directives *WIOA Phase I Memorandums of Understanding* (WSD15-12), dated January 20, 2016, *WIOA Phase II Memorandums of Understanding – Comprehensive AJCCs* (WSD16-09), dated October 14, 2016, and *WIOA Phase II MOUs – Affiliate and Specialized AJCCs* (WSD16-22), dated June 14, 2017. Retain this Directive until further notice.

REFERENCES

-
- WIOA (Public Law 113-128) Section 121
 - *Americans with Disabilities Act Amendment Act of 2008* (ADA) (Public Law 110-325)
 - Title 2 *Code of Federal Regulations* (CFR) Part 200: “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (Uniform Guidance)
 - Title 34 CFR “WIOA, Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions” (WIOA Joint Final Rule)

The EDD is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

- Department of Labor (DOL) Training and Employment Guidance Letter [TEGL 17-16](#), Subject: *Infrastructure Funding of the One-Stop Delivery System* (January 18, 2017)
- DOL [TEGL 16-16](#) Change 1, Subject: *General Guidance for One-Stop Operations* (June 16, 2017)
- Department of Labor (DOL) [WIOA One-Stop Infrastructure Costs – FAQs](#)
- Workforce Services Directive [WSD16-14](#), Subject: *Selection of AJCC Operators and Career Services Providers* (December 16, 2016)

BACKGROUND

In order to establish a high quality AJCC delivery system and enhance collaboration among partner programs, WIOA requires Local Boards to develop MOUs with all AJCC required partners within their Local Workforce Development Area (Local Area). These MOUs will serve as a functional tool as well as visionary plan for how the Local Board and AJCC partners will work together to create a unified service delivery system that best meets the needs of their shared customers.

For the initial negotiation process of these MOUs, the state separated the development process into two distinct phases and three separate Directives. The Phase I Directive addressed service coordination and collaboration among all AJCC partners. The Phase II Directives addressed how to sustain the unified system through the use of resource sharing and joint cost funding. These Directives laid the groundwork for Local Areas to execute an MOU(s) in order to meet DOL requirements and included the key elements of an MOU as outlined in TEGL 16-16. All MOUs were required to contain assurances that the MOU would be reviewed and updated every three years with an annual review of and, if necessary, amendments to the Infrastructure Funding Agreements (IFA) and Other System Costs Budget. This directive consolidates the three previous MOU directives and provides guidance for Local Areas in reviewing and updating their AJCC MOUs and IFAs.

POLICY AND PROCEDURES

Definitions

For purposes of this Directive, the following definitions apply:

*America's Job Center of California*SM (AJCC) – The common identifier used within California for One-Stop centers, the One-Stop system, and access points to WIOA affiliated programs and services.

Applicable Career Services – Services identified in WIOA Section 134(c)(2), that are delivered by the AJCC required partners as authorized under their programs. They consist of three categories: basic career services, individualized career services, and follow up services (WIOA Joint Final Rule Section 678.425).

Comprehensive AJCC – An AJCC location where job seekers and employers can access the programs, services, and activities of all required AJCC partners with at least one Title I staff person physically present (WIOA Joint Final Rule Section 678.305).

Affiliate AJCC – An AJCC location where job seekers and employers can access the programs, services, and activities of one or more AJCC partners. An Affiliate AJCC is not required to provide access to all partner programs (WIOA Joint Final Rule Section 678.310).

Specialized AJCC – An AJCC location associated with either a comprehensive or affiliate AJCC that addresses specific needs of dislocated workers, youth, key industry sectors, or clusters (WIOA Joint Final Rule Section 678.300[d][3]).

Infrastructure Costs – Non-personnel costs that are necessary for the general operation of each AJCC, including: rental of the facilities, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), technology to facilitate access to the AJCC (including technology used for the center’s planning and outreach activities), and common identifier costs if decided on by the Local Board and AJCC partners (WIOA Joint Final Rule Section 678.700).

Network of AJCCs – A collection of AJCCs located within a Local Area. As an alternative to developing separate budgets for each AJCC, Local Areas may instead develop a cross-center infrastructure budget that details the infrastructure costs aggregated across the network of AJCCs and across colocated partners.

Other System Costs – Other costs that are agreed upon by the Local Board and all AJCC partners. The other system costs budget must include a line item for applicable career services. The budget may also include the cost of other shared services commonly provided by AJCC partners to any individual such as initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet needs, referrals to other AJCC partners, and business services. Shared operating costs may also include shared costs related to the Local Board’s functions. This could include costs associated with the AJCC operator, policy and oversight of AJCC partnerships and effectiveness, etc. (WIOA Joint Final Rule Section 678.760).

Proportionate Share – The share of each partner program’s infrastructure costs based upon its proportionate use of the AJCC, if benefit is received from that use (WIOA Joint Final Rule Preamble page 55907).

Colocated Partners – AJCC partners who have a physical presence within the center, either full-time or part-time.

Non-Colocated Partners – AJCC partners who do not have a physical presence within the center.

Cash Contributions – Cash funds used to cover a partner’s proportionate share of the AJCC. They can be paid either directly from the partner or through an interagency transfer on behalf of the partner (WIOA Joint Final Rule Section 678.720).

Non-Cash Contributions – Expenditures made by one partner on behalf of the AJCC or contributions of goods or services contributed by a partner for the center’s use. Contributions must be valued consistent with Uniform Guidance (WIOA Joint Final Rule Section 678.720).

Third Party In-Kind Contributions – Contributions by a non-AJCC partner to support the AJCC in general, not a specific partner; or contributions by a non-AJCC partner to an AJCC partner to support its proportionate share of the infrastructure costs. Unrestricted contributions that support the AJCC in general would lower the total amount of infrastructure costs prior to proportionate division whereas restricted contributions can be used by the intended partner(s) to lower their share of the infrastructure costs (WIOA Joint Final Rule Section 678.720).

Local Funding Mechanism – An IFA negotiated by the Local Boards with all AJCC partners for each AJCC (WIOA Joint Final Rule Section 678.715).

State Funding Mechanism (SFM) – An IFA established by the Governor and the Superintendent of Public Instruction (SPI) that is triggered if a Local Board is unable to secure an agreed upon and signed IFA from all AJCC required partners by the annual deadline (WIOA Joint Final Rule Section 678.730).

Comprehensive versus Affiliate/Specialized AJCCs

Every Local Area must have at least one comprehensive AJCC that provides universal access to the full range of employment services, training and education, employer assistance, etc. A comprehensive AJCC is a physical location where job seekers and employers have access to the programs, services, and activities of all the required AJCC partners. These include the following:

- WIOA Title I Adult, Dislocated Worker, and Youth
- WIOA Title II Adult Education and Literacy
- WIOA Title III Wagner-Peyser
- WIOA Title IV Vocational Rehabilitation
- Carl Perkins Career Technical Education
- Title V Older Americans Act

- Job Corps
- Native American Programs (Section 166)
- Migrant Seasonal Farmworkers (Section 167)
- Veterans
- Youth Build
- Trade Adjustment Assistance Act
- Community Services Block Grant
- Housing & Urban Development
- Unemployment Compensation
- Second Chance
- Temporary Assistance for Needy Families/CalWORKs

The term “access” refers to providing services through one of the following methods:

- Colocation – Program staff from each partner are physically present at the AJCC.
- Cross information sharing – Staff physically present at the AJCC are properly trained to provide information about all programs, services, and activities that may be available to the customer through other partners.
- Direct access through real-time technology – Access through two-way communication and interaction between customers and AJCC partners that result in services being provided. Examples may include the following:
 - Email or instant messaging.
 - Live chat via Skype or Facetime.
 - Identification of a single point of contact for service delivery at each partner program.
 - Establishment of an Internet portal linking all of the partners.

(WIOA Joint Final Rules Section 678.305)

An affiliate AJCC is intended to be a center that serves as an access point into the local AJCC system. Specialized AJCCs are access points that are associated with the Local Area and provide services to specific populations such as youth, dislocated workers, or targeted industry sectors. Neither affiliate nor specialized AJCCs are required to provide access to every required or core WIOA partner program. The level of partner program staff will vary by AJCC and will be determined at the local level. Affiliate and specialized AJCCs should be incorporated into the Local Area’s overall service delivery strategy in a manner that supplements and enhances customer access. (WIOA Joint Final Rule Section 678.310)

Stand-alone Wagner-Peyser offices are not permitted. Wagner-Peyser offices must be colocated within an AJCC with at least one other partner program that has staff present, or with multiple partner programs with combined staff present, more than 50 percent of the time during the AJCC’s business hours. For example, if two other WIOA partner programs are present within the AJCC, one could have staff present only 30 percent of the time as long as the

second non-Wagner-Peyser partner has staff present at least 20 percent of the time. This holds true for any location where Wagner-Peyser staff are present, including any affiliated or specialized AJCCs. (WIOA Joint Final Rule Section 678.315)

Development of a Memorandum of Understanding

Each MOU should act as a functional tool as well as a visionary plan for how the Local Board and AJCC partners will work together to create a unified service delivery system that best meets the needs of their shared customers.

The previous MOU process was comprised of two implementation phases, Phase I and Phase II. Phase I focused on the shared customers and shared services and Phase II addressed the shared costs, including the IFA and other system costs budget for comprehensive and affiliate/specialized AJCCs. For this MOU process, Local Areas must submit an MOU that addresses shared customers, services, and costs.

Local Boards may develop a single “umbrella” MOU that addresses overarching issues for the Local Board, Chief Elected Official (CEO), and AJCC partners as they relate to the local AJCC system. Alternatively, they may choose to enter into a separate MOU with each individual partner or groups of partners (WIOA Joint Final Rule Section 678.505). Two or more Local Areas within a planning region also have the option to develop a single joint MOU (WIOA Joint Final Rule Section 678.500).

The three major components of each MOU are as follows:

1. Shared Customers
2. Shared Services
3. Shared Costs

Local Areas should utilize their existing MOUs as a foundation to negotiate the three major components. Local Boards must work with all of the required partners in their Local Area to develop an agreement regarding the operations of the local system. Once shared services and customers have been established and addressed, the Local Area should build upon them to determine how to best support their established service delivery model with an updated IFA that addresses shared resources and costs.

While the AJCC operator can participate in the MOU development process, the responsibility of negotiating the MOUs cannot be delegated to them as part of the competitive procurement process. The role of the AJCC Operator does include ensuring the implementation of partner responsibilities and contributions agreed upon in the MOU and coordinating the service delivery of the required AJCC partners and service providers. They may participate in developing the MOUs, but the Local Board cannot recuse themselves from the responsibility of overseeing the development and implementation of the MOUs ([WSD16-14](#)).

Every MOU must contain an assurance that it will be reviewed and updated at least every three years in order to ensure it contains up-to-date information regarding funding, delivery of services, and changes in the signatory official of the Local Board, CEO, or AJCC partner(s). The IFA must be reviewed annually. If any significant changes have occurred, an amendment must be made to any relevant part(s) of the MOU and any affected partners must sign to the amendment(s). Significant changes include actions that would affect the proportionate shares of the colocated partners, such as a partner either moving into or out of an AJCC.

Local Boards are encouraged to create a schedule of meetings and deadlines between the negotiating partners. A schedule with deadlines for feedback and approval will help to keep the negotiations on track in order to meet the submission deadline of June 30. A sample timeline is included as Attachment 3.

The Local Area and partners may use the Sample MOU and Sample IFA and Other System Costs (Attachments 4 and 5) for further definitions, examples, and subsections of what to include in the MOUs.

Shared Customers and Services

The Local Board and AJCC partners should start the negotiations with a discussion around each partner's customers and services. This can help to inform the discussion of how best to serve the Local Area's population through effective partnerships, referrals, and cross-training staff. It is important to clearly delineate the responsibilities of each MOU partner when it comes to helping plan, develop, and implement the local AJCC system. Each partner should be helping to strengthen partnerships across WIOA programs in order to have an effective system that meets the needs of all local customers.

Shared Costs

Under WIOA, each AJCC partner that carries out a program or activities within an AJCC must use a portion of the funds available for their program and activities to help maintain the AJCC delivery system, including proportionate payment of the infrastructure costs of the AJCC (WIOA Joint Final Rule Section 678.700).

If a determination is made that a partner is receiving benefit from the AJCC, the amount of funds each AJCC partner must contribute must be based on their proportionate use of the AJCC(s). When determining each partner's proportionate share, Local Boards must remain in compliance with the federal statute authorizing each partner's program as well as Uniform Guidance.

Native American programs are not required to contribute to infrastructure funding but, as a required One-Stop partner, they are encouraged to contribute. Any agreement regarding the

contribution or non-contribution to infrastructure costs by Native American programs must still be recorded in the signed MOU (WIOA Section 121[h][2][D][iv]).

It is important to note, that if the Native American program partner chooses not to contribute to infrastructure costs and an AJCC identifies infrastructure costs that are allocable solely to the Native American program, those costs cannot be allocated to the remaining partners and therefore must either be removed from the center budget or paid for by an alternate source of funding.

Establishing IFA Budgets

The IFA cost sharing requirements outlined in this directive applies to all AJCCs.

In order to best meet the needs of the Local Area and all partners, flexibility is given to the Local Areas to agree to individual IFAs, a network IFA, or a combination of individual and network IFAs. Developing a combined budget based on a network of AJCCs may make financing infrastructure costs among partners easier since it does not require each partner to contribute to each individual AJCC, so long as each partner's total contribution is still equal to their overall proportionate share. Combining budgets cannot change the distribution of costs in any way, costs must be still attributable to each partner equally, and in accordance with the agreed upon cost sharing methodology.

Examples of negotiation options include, but are not limited to, the following:

- Full network IFA and other system costs budget – The Local Area and partners will combine the negotiations for all their AJCCs. This would include the comprehensive, affiliate, and specialized AJCCs into one IFA and one other system costs budget.
- Individual AJCCs IFA and other systems costs budget – The Local Area and partners may negotiate an IFA and other system costs budget for each individual AJCC, regardless of type, and nothing will be combined.
- Two separate network IFA and other system costs budgets – The Local Area and partners may want to negotiate a network IFA and other system costs budget but keep the comprehensive AJCCs together in one network and separate the affiliate and specialized AJCCs into a second network.
- Any mixture of network and individual IFA and other system costs budgets – The Local Area and partners may want to combine some AJCCs into a network negotiation while choosing to negotiate other AJCCs on an individual basis.

Whichever option is selected, all partners must agree to the budget and cost allocation methodology. They must also meet the standards of proportionate use and relative benefit and comply with federal cost principles.

If an affiliate or specialized AJCC only has one MOU partner within the AJCC, they are not required to negotiate the IFA as there are no cost sharing partners. However, the Local Boards and partners may choose to include affiliate and specialized AJCCs with only one colocated partner if they are participating in a network IFA.

The Local Board and partners can start the IFA negotiations by determining the budget for every AJCC within the Local Area. This will allow all partners to see where, and what kind of money is being spent throughout the Local Area. Additionally, the partners should discuss and decide whether budgets/IFAs should be individually linked to each AJCC, or if there would be benefit in networking the IFAs across either all of the Local Area's AJCCs, or selecting certain AJCCs for networking.

The IFA budgets include, but are not limited to, all non-personnel costs that are necessary for the physical operation of the AJCC such as: rent, utilities and maintenance, equipment, technology, and non-marketing common identifier expenses. ***Every AJCC infrastructure budget must also have an "Access and Accommodation" line item for ensuring physical and programmatic access to the AJCC by individuals with disabilities.***

The budgets must contain descriptions of the specific costs grouped under each line item. Local Boards may consolidate and/or break out line items as best fits with their individual area budgets and cost allocation methodology. Examples of costs that may fall under the above mentioned line items include, but are not limited to, the following:

- Rental of the Facilities
- Utilities and Maintenance Costs
 - Electric
 - Gas
 - Water
 - Sewer connections
 - High-speed internet connectivity
 - Telephones (landline for the center, not cell phones)
 - Facility maintenance contracts
- Equipment Costs
 - Assessment-related products
 - Assistive technology for individuals with disabilities
 - Copiers

- Fax machines
- Computers
- Other tangible equipment used to serve all center customers (not specific to an individual program partner)
- Technology to Facilitate Access to the AJCC Costs
 - Technology used for the center’s planning and outreach activities
 - Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services

Please note, this does not include data systems or case management systems specific to individual program partners.

- Common Identifier Costs (Local option)
 - Creating new signage
 - Updating templates and materials
 - Updating electronic resources

Note – If a Local Board decides to include common identifier costs as part of the IFA, they cannot include costs associated with any sort of advertising campaign promoting the AJCC under the new common identifier (WIOA Joint Final Rule Preamble page 55904).

Determining Benefit Received by Partners

Local Boards must first determine whether an AJCC partner is receiving benefit from the AJCC or system. If a benefit is received, the AJCC partner’s proportionate share of infrastructure costs must be calculated in accordance with Uniform Guidance and based on a reasonable cost allocation methodology, whereby infrastructure costs are charged to each partner in proportion to their use of the AJCC(s). All costs must be allowable, reasonable, necessary, and allocable (WIOA Joint Final Rule Section 678.715).

Partners who are physically colocated in the AJCC(s), whether full-time or part-time, are considered to receive a direct benefit that is allocable, therefore, they must contribute their proportionate share towards the infrastructure costs. Partners who are not physically colocated in the AJCC may also be receiving benefit from the AJCC system. However, that benefit must be clearly identified and allocable by way of reliable data and a cost methodology that demonstrates the partner’s usage of and benefit from the center and its services.

Currently, there isn’t a statewide data tracking system that can provide accurate and reliable data for allocating the benefit received by non-colocated partners, such as the number of

referrals to and from the AJCC and/or usage of AJCC based services and usage of the AJCCs. ***In order to remain in compliance with Uniform Guidance cost allocability rules, the requirement to contribute to infrastructure costs at this time only applies to those partners who are physically colocated in the job centers.***

Once the requisite statewide data are available, all non-colocated partners who are receiving benefit from the job centers will also be required to contribute their proportionate share towards infrastructure costs. ***Consequently, the MOU must include an assurance from all non-colocated partners that they agree to pay their proportionate share of infrastructure costs once sufficient data are available.***

However, it is important to note that non-colocated partners are still required to contribute to other system costs based on their proportionate share of applicable career services as identified in the MOU, as well as any additional line items the Local Boards and AJCC partners agree to include in the other system costs budget.

The table below outlines the above referenced requirements. Once again, this will change once a state wide system for collecting the necessary data has been established.

	Must sign both budget agreements	Must contribute to infrastructure costs	Must contribute to other system costs, including applicable career services
Colocated Partner	Yes	Yes	Yes
Non-Colocated Partner	Yes	No	Yes

Cost Allocation Methodology

After creating an IFA for each individual AJCC or for the local network of AJCCs, and determining if benefit is received by each partner, the Local Board must select a cost allocation methodology to identify the proportionate share of infrastructure costs each partner will be expected to contribute. Any cost allocation methodology selected must adhere to the following:

- Be consistent with the federal laws authorizing each partner’s program (including any local administrative cost requirements).
- Comply with federal cost principles in the Uniform Guidance.
- Include only costs that are allowable, reasonable, necessary, and allocable to each program partner.
- Be based on the proportionate use and if benefit is received by each partner.

Examples of cost allocation methods that may be used include, but are not limited to, the following:

- The proportion of a partner program's occupancy percentage of the AJCC (square footage).
- The proportion of a partner program's customers compared to all customers served by the AJCC.
- The proportion of partner program's staff among all staff at the AJCC.
- The percentage of a partner program's use of equipment at the AJCC.

For more resources regarding appropriate cost allocation methodologies, please use the resources below. The DOL Financial TAGs were both issued under the Workforce Investment Act but include useful overview of cost sharing, budgets, and methodologies.

- [DOL TEGL 17-16](#)
- [DOL Financial TAG Part I](#)
- [DOL Financial TAG Part II](#)

Cash, In-Kind, or Third-Party In-Kind Contributions

AJCC partners (or their respective state entity) may provide cash, non-cash, and third-party in-kind contributions to cover their proportionate share of infrastructure costs. If non-cash or in-kind contributions are used, they cannot include non-infrastructure costs (such as personnel), and they must be valued consistent with Uniform Guidance Section 200.306 to ensure they are fairly evaluated and meet the partner's proportionate share (WIOA Joint Final Rule Section 678.720).

If third-party in-kind contributions are made that support the AJCC(s) as a whole (such as space), that contribution will not count toward a specific partner's proportionate share of infrastructure. Rather, the value of the contribution will be applied to the overall infrastructure costs and thereby reduce the contribution required for all partners. When determining the use of non-cash and in-kind contributions, overall costs must be kept in mind as there must first be enough cash contributions to cover those.

Determining the Source of Funds to Pay Infrastructure Costs

When determining which funds can be used to pay infrastructure costs, AJCC partners must remain in compliance with their authorizing federal statute as well as WIOA Joint Rule Section 678.720, which provides stipulations on the types of funds certain partners are allowed to use towards their proportionate share under the local funding mechanism. These limitations include the following:

- WIOA Title I – Infrastructure costs can be paid as program and/or administrative costs.

- WIOA Title II – Infrastructure costs can only be paid from funds available for local administrative expenses or from non-federal resources that are cash, in-kind, or third-party contributions.
- WIOA Title III – As the regulations did not specify a funding source for Title III, any available funds may be utilized for infrastructure costs.
- WIOA Title IV – Infrastructure costs are paid from administrative costs.
- Career and Technical Education – Infrastructure costs must be paid from funds available for local administration of postsecondary level programs and activities to eligible recipients, or a consortia of eligible recipients, and may be paid from funds made available by the state or non-federal resources that are cash, in-kind, or third-party contributions.
- TANF/CalWORKs – Infrastructure costs are paid only from those funds used for the provision or administration of employment and training programs.

There are no set caps on the amount or percent of overall funding an AJCC partner is responsible for contributing to fund infrastructure costs under the local funding mechanism, except that contributions from administrative costs may not exceed the amount available for administrative costs under the authorizing statute of the partner program.

Reconciliation of AJCC Partner Contributions

The Local Board is responsible for ensuring that all of the AJCC infrastructure costs are paid according to the provisions of their signed MOUs. The estimated proportionate share of costs for each partner are based on budgeted expectations. Until the actual costs are known, and the usage and benefits are calculated, each partner's true proportionate share of cost will be unknown. Therefore, all AJCC partner contributions, regardless of the type, must be reconciled on a regular basis (e.g., monthly or quarterly), comparing expenses incurred to relative benefits received. The reconciliation process is necessary in order to ensure that the proportionate share each partner program is contributing remains consistent with the cost methodology, is up to date, and in compliance with the terms of the MOU. The MOU must include a reconciliation schedule, identify who will be responsible for the reconciliation, and include the names and/or titles of partners who will be approving the reconciliation.

Other One-Stop Delivery System Costs

In addition to jointly funding infrastructure costs, AJCC partners must use a portion of funds made available under their authorizing federal statute (or fairly evaluated in-kind contributions) to pay the additional costs relating to the operation of the One-Stop delivery system. These costs may be shared through cash, non-cash, or third-party in-kind contributions (WIOA Joint Rule Section 678.760). All comprehensive, affiliate, and specialized AJCCs must include an other system costs budget as part of their MOU.

The other system costs budget must include applicable career services, and may include any other shared services that are authorized for and commonly provided through the AJCC partner programs to any individual, such as initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other One-Stop partners, and business services. Shared operating costs may also include shared costs related to the Local Board's functions.

As with infrastructure costs, other system costs must be allocable according to the proportion of benefit received by each of the AJCC partner programs, consistent with the partner's authorizing federal statute and Uniform Guidance. The MOU must also include an agreed upon budget for these other costs along with the agreed upon cost sharing methodology.

Unlike the IFA, other system costs are not limited to the non-personnel costs of operating an AJCC. They can include shared personnel costs such as a center receptionist or staff who are cross trained in and deliver services for multiple partner programs. Everything in the other system costs budget must be agreed to by all partners locally. There is no SFM for other system costs that will be triggered due to lack of agreement at the local level.

Establishing Other System Costs Budgets

The other system costs budget must be a consolidated budget that includes a line item for applicable career services. The MOU requires identifying the career services that were applicable to each partner program. Accordingly, this budget must include each of the partner's costs for the service delivery of each applicable career service and a consolidated system budget for career services applicable to more than one partner.

The budget may also include shared services, which have been agreed upon by all partners, which are authorized for and may be commonly provided through the One-Stop system. Examples of these types of services include, but not limited to, the following:

- Initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, and referrals to other AJCC partners.

This may include costs such as technology and tools that increase integrated service delivery through the sharing of information and service delivery processes.

- Business services.

This may include costs related to a local or regional system business services team that has one or more partners on the team or has delegated a specific partner to provide business services on behalf of the system.

- AJCC partner staff cross training.

This may include any staff cross training on partner programs and eligibility identified in the shared services and/or shared customers portion of the MOU.

- One-Stop operator.

This may include the system role of the One-Stop operator (e.g., coordinating service providers across the One-Stop delivery system) when the role is not specific to the operation of the AJCC and/or specific partner programs, so long as the role was defined by the Local Board in the procurement process and agreed to by all AJCC partners in the MOU.

- Shared personnel (and other non-infrastructure costs) for colocated partners.

This may include center receptionists and/or center managers.

Local Funding Mechanism

One of the hallmarks of WIOA is an increased emphasis on local control. By initiating negotiations via a local funding mechanism it allows for decision making to be kept at the local level. However, if a Local Board is unable to complete IFAs with all of its AJCC partners, then the SFM will be triggered and the Governor and SPI must then determine the required contributions of each AJCC partner. The advantages of Local Boards establishing self-negotiated, successful IFAs under the local funding mechanism include the following:

- Local autonomy – Under the local funding mechanism, decisions remain at the local level which ensures the IFAs will be tailored to each Local Area’s unique needs.
- Stronger regional partnerships – The more each partner can have a direct say in the local negotiations, the stronger the partnerships will be.
- No caps on partner contributions – Under the state funding mechanism, specific caps are set on the amount and percent of each partner’s funds that may be contributed. However, under the local funding mechanism there are no caps.
- Flexibility on funds used – Title I programs are allowed to use program funds to pay their proportionate share of the infrastructure costs when negotiating under the local funding mechanism. If the state funding mechanism is triggered, Title I programs may be required to pay their proportionate share only out of administrative costs.

California's goal is to provide the support and guidance necessary to help all Local Areas reach agreement under the local mechanism rather than the SFM. Local Boards are urged to seek guidance and support from the state throughout the negotiation process to help prevent the triggering of the SFM.

State Funding Mechanism

If a Local Area is unable to reach agreement regarding joint infrastructure costs with any of their AJCC partners they must notify their Regional Advisor by April 1 annually to trigger the SFM. A signed agreement is not required by April 1, but negotiations must be on track to have a completed and signed IFA by June 30 in order to avoid triggering the SFM. Once the notification has been received, the California Workforce Development Board (CWDB) will initiate a process to determine each AJCC partner's contributions to infrastructure costs in the Local Area for that program year under the SFM. The process will include all appropriate state level authorities to enact the SFM.

The CWDB will initiate extensive technical assistance to any Local Board and partners who have not reached consensus as a first step. If the CWDB can help the partners come to a consensus, even after the deadline, the partners will not be required to use the SFM. As the SFM can lead to unnecessary oversight and potential under funding due to the program caps, it is in the Local Area's best interest to avoid the SFM.

It is important to note that if a Local Board triggers the SFM, it will trigger for all of their MOUs for the Local Area. If one affiliate or specialized AJCC cannot come to agreement, it can affect any agreed upon MOUs due to the statewide caps and funding sources that will then be placed upon the Local Area's AJCCs.

The SFM only applies to the Local Area's IFA, it will not impact the negotiations and decisions for the other system cost budget. The SFM also only applies to the required WIOA partners and will not include the calculations for any additional local partners.

The eight steps of the SFM are as follows:

1. The Local Board notifies their Regional Advisor of impasse.
2. The Local Board submits all of the submission documents.
3. The CWDB provides extensive technical assistance to build on negotiations to attempt to successfully negotiate a local funding mechanism.
4. The CWDB determines the one-stop or network budget.
5. The CWDB determines the cost allocation methodology.
6. The CWDB determines the partners' proportionate shares.
7. The CWDB calculates the statewide partner caps.
8. The CWDB applies the caps and determines how it affects the Local Area partners and if adjustments are necessary.

It is possible to trigger the SFM anywhere between April 1 and June 30. Late notification of triggering the SFM could result in the Local Area receiving delayed decisions and lower spending caps due to the nature of the statewide calculations. If the Local Board and partners fall out of agreement at any point after April 1, they must immediately alert their Regional Advisor.

Submission Instructions

A formal letter signed by both the Chair of the Local Board and the Chief Elected Official must be submitted along with all, but not limited to, the following:

- Infrastructure funding agreement and budget details (If a budget has been approved and accepted by the Local Board and all partners, the CWDB may accept this budget).
- Local Workforce Development Plan.
- The cost allocation method or methods proposed by the partners.
- The amount of total partner funds included.
- The type of each partner funds (cash, non-cash, or third-party in-kind).
- The reconciliation schedule, responsible party, and names/titles of any partners who will approve each reconciliation.
- Any agreed upon or proposed MOUs.
- Summary of the meetings held to discuss the MOU and IFA (including dates, materials, and a list of participating partners).
- Identification of which partners have and have not agreed upon the budget and cost allocation methodology.
- A summary of technical assistance requested and received from the state.

Statewide Caps

To determine statewide budget caps for each partner program, the CWDB will utilize the methodology outlined in WIOA Joint Final Rule Section 678.738. The caps are a percentage of the program's administrative budget for the entire state; they are not a percentage of each Local Area's program budget. It is also important to note that caps are applied to Local Areas and not AJCCs specifically. If one AJCC within a Local Area triggers the SFM, all contributions at all AJCCs within the Local Area will be capped.

Federally mandated statewide caps:

- WIOA youth, adult, and dislocated worker programs = 3 percent
- Wagner-Peyser programs = 3 percent
- All other WIOA programs, excepted outlined here = 1.5 percent
 - Carl Perkins 1.5 percent cap is calculated based upon the amount made available for postsecondary programs and activities and the amount used by the state during the prior year to administer the postsecondary programs and activities.
- Vocational Rehabilitation has an increasing amount.

- PY 19 = 1.25 percent of federal funds provided for PY 18
- PY 20 and beyond = 1.5 percent of federal funds provided for the previous year
- Federal direct spending program = Cap based on Governor's determination.
- Temporary Assistance for Needy Families = 1.5 percent of the state's previous year's expenditures for work, education, and training activities combined plus any additional federal funds the state agency reasonably determines to have been expended for administrative costs associated with these activities.
- Community Services Block Grant programs = 1.5 percent of the total expenditures incurred by the state for the provision of employment and training activities during the prior federal fiscal year for which information is available.

Funding Sources

Under the SFM, different programs are required to fund their proportionate share through specific funds.

- WIOA Title I may use either administrative and/or program funds
- WIOA Title II must be paid from local administrative funds and/or non-federal cash, in-kind, or third-party contributions
- Carl D. Perkins programs must be paid from local, post-secondary administrative funds and/or non-federal cash, in-kind, or third-party contributions
- Title V of the *Older Americans Act* may use either administrative and/or program funds
- All other partners are limited to administrative funds, as appropriate.

Appeals Process

All AJCC partner programs and/or the Local Board may appeal the SFM decision. Appeals must include justification by the program and/or Local Board and be based on believed noncompliance with WIOA Section 121(h)(3) that outlines the Governor's funding allocations. All appeals must be submitted to the state, via the Regional Advisor, no later than 30 days after receiving the SFM decision. The state will respond to the appeal no later than June 30.

Update versus Amendment to the MOU(s)

Under WIOA Section 121(c)(2)(A)(v) the MOUs are required to include their duration, amendment procedures, and an assurance to update not less than once every three years. The MOUs must be amended anytime there are significant changes to the shared customers, services, and/or costs. If an MOU gets amended, the Local Board shall notify their Regional Advisor of the amendment and approvals. An amendment to the MOU does not change the effective dates of the overall MOU.

For example, the splitting of the initial MOU negotiation process did not create separate three-year timeframes for the MOUs. The addition of the IFAs and Other System Cost budgets was an amendment and addition to the already negotiated shared customers and services and did not restart the effective dates of the MOU(s).

Whenever there is an amendment to the MOU, the Local Board must submit the changes and approvals to their Regional Advisor.

Mid-Point Update and Final Submission

Local Boards should begin meeting with all AJCC partners immediately in order to start reviewing and updating their MOUs. Any questions or concerns that arise should be submitted to their Regional Advisor immediately to provide technical assistance.

Mid-Point Update

To ensure progress is being made towards the deadline, each Local Board must submit a progress report/timeline outlining all completed and upcoming MOU activities to their Regional Advisor by March 15. A sample MOU timeline is included as Attachment 3.

The purpose of the mid-point update is to help Local Boards chart out their MOU development process, as well as to notify the state of any outstanding technical assistance needs.

Final Submission

Upon completion, the MOUs must be signed by an authorized representative of the Local Board, CEO, and all AJCC partners. An electronic copy must then be submitted to their Regional Advisor no later than 5:00 p.m. on June 30.

Some Local Boards may be unable to obtain signature(s) of accepted MOUs by this deadline (e.g. due to the scheduling of the respective board meetings). If so, the Local Board may submit an unsigned copy of the MOUs with an explanation for the absent signature(s) and the date by which the signed original will be sent.

Timeline

The WIOA requires that every MOU contain an assurance that they will be reviewed and updated at least every three years. It is also required that the IFAs and Other System Costs Budgets be reviewed annually and if any substantial changes have occurred, be amended. The reviews should be ensuring accurate, up-to-date information regarding funding, delivery of services, additional partners, and any changes in the signatory official of the Local Board, CEO, or AJCC partners. ***In order to allow for state monitoring and policy development, all MOUs shall be effective on the same three year schedule starting on July 1, 2019.***

The following deadlines occur annually. Every three years these dates apply to the entire MOU during the update process. On years two and three of the MOU, they only apply to the IFA and Other System Costs Budget. To ensure discussions are occurring, the midpoint check in with the Regional Advisor is an annual requirement.

- *March 15*
Midpoint check-in. Local Board submits progress and timeline to the Regional Advisor.

- *April 1*
Local Boards must notify their Regional Advisors if negotiations are at impasse and will be triggering the SFM.
- *May 1*
Governor and SPI notifies Local Boards of AJCC partner contributions under state funding mechanism (if triggered).
- *June 1*
Appeals to the SFM are due to the Regional Advisor.
- *July 1*
Effective date for any new MOUs and the annual IFA and other system costs budget.

ACTION

Please bring this Directive to the attention of all relevant parties.

INQUIRIES

If you have any questions, please contact your Regional Advisor at 916-654-7799.

/s/ JAIME L. GUTIERREZ, Chief
Central Office Workforce Services Division

Attachments are available on the internet:

1. [WIOA AJCC Required Partners \(Word\)](#)
2. [WIOA Required MOU Content \(Word\)](#)
3. [Sample MOU Development Timeline \(Word\)](#)
4. [Sample MOU Template \(Word\)](#)
5. [Sample IFA and Other System Costs Template \(Word\)](#)
6. [Summary of Comments \(Word\)](#)

THIS AGREEMENT, made and entered into this 5th day of March, 2025, by and between the City of Beaumont, acting by and through the Beaumont Police Department, hereinafter called Beaumont PD, and Beaumont Unified School District, hereinafter called BUSD

WORK SHALL COMMENCE ON THE START DATE OR UPON APPROVAL BY BOTH THE Beaumont PD AND REQUESTER, WHICHEVER IS LATER. NO SERVICE SHALL BEGIN BEFORE THAT TIME.

1. Reimbursable services are to be provided when traffic control security services other details for Beaumont High School Football Game (home games excluding Banning) are required, the Beaumont PD agrees to provide uniformed personnel, motorcycles, and/or patrol vehicles to assist with the BUSD

2. The term of this Agreement will be July 1, 2025 to June 30, 2026

3. The Beaumont PD coordinator shall be Sgt. Nathan Lunt, telephone number 951-572-3397

4. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on any of the parties.

5. BUSD agrees to make reasonable efforts to notify those Beaumont PD uniformed employees of the cancellation.

6. The hours indicated in this Agreement are for estimate purposes only. Actual time will be charged.

7. The rates indicated in this Agreement are for estimate purposes only.

8. In consideration for the above services and upon receipt of an itemized invoice, BUSD agrees to reimburse Beaumont PD for the overtime costs incurred at the time services are provided, not the fully-burdened rate. The rates charged to BUSD shall in no event exceed the actual costs to the Beaumont PD to perform the requested services.

a. The proposed reimbursements are designed to fully reimburse the employing city's costs associated with the use of off-duty personnel and equipment without paying the additional administrative costs rolled into the fully-burdened rate.

9. A administrative fee of 2% will be added to reimburse the employing agency for staff time in processing invoices and overtime payments

10. The following equipment, if used as part of the event, will be reimbursed at the listed daily rate.

		Days	QTY	Total
Marked patrol unit:	\$ <u>50.00</u> /day	___	___	\$ <u>0.00</u>
Plain vehicle:	\$ <u>30.00</u> /day	___	___	\$ <u>0.00</u>
Motorcycle:	\$ <u>15.00</u> /day	___	___	\$ <u>0.00</u>
Bicycle:	\$ <u>5.00</u> /day	___	___	\$ <u>0.00</u>
Handheld Police radio:	\$ <u>6.00</u> /day	___	___	\$ <u>0.00</u>
Sergeant:	\$ <u>120.33</u> Avg/hr		<u>0</u> hrs	\$ <u>0.00</u>
Officer:	\$ <u>89.48</u> Avg/hr		<u>18</u> hrs	\$ <u>1,610.64</u>
Subtotal:	\$ <u>1,610.64</u>		Administrative fee <u>2%</u>	\$ <u>32.21</u>
Total estimated cost:				\$ <u>1,642.85</u>

WITNESSETH: By and in consideration of the covenants and conditions herein contained,
_____ BUSD _____ and _____ Beaumont PD _____ do hereby agree to the above terms and conditions.

City of Beaumont
Beaumont Police Department

REQUESTOR'S NAME

Chief's Signature _____ Date _____

Signature _____ Date _____

Printed Name _____

Carmen Ordonez
Printed Name _____

Title _____

Director of Fiscal Services
Title _____

350 W Brookside Ave
Address _____

Beaumont **CA** **92223**
City State Zip Code

951-845-1631
Telephone Number _____



BEAUMONT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made effective on April 23, 2025 by and between Clover Enterprise, Inc. 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 Scope of Work, attached.
- In the Proposal/Quote/Estimate, attached:

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 July 1, 2025 and terminate automatically on June 30, 2026, 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 \$ 60.10 per hour, for a total cost not to exceed \$ 113,712.94 ~~—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 sub consultant'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:
 \$1,000,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
 \$5,000,000 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 \$5,000,000 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 \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000.

x _____ 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:

- Scope of Work/Proposal/Quote/Estimate
- Insurance Documentation
- Certification by Consultant Criminal Records Check (required if working with students)
- W-9 form (company name must be same as the Consultant)
- Professional License (if license is required to render services)
- 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:

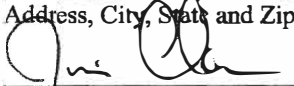
Clover Enterprise, Inc.

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

Name

6185 Magnolia Ave., Ste 331, Riverside, CA 92506

Address, City, State and Zip

 3/26/2025

Signature

Date

Signature

Date

Jim Clover - Owner

Carmen Ordonez / Director of Fiscal Services

Signer's Full Name and Title

951-732-8204

Signer's Full Name and Title

Phone

JIMCLOVER1@ME.COM

Email

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

(Note: Document must be completed and signed whenever an individual is in proximity to students during services being provided to the District.)

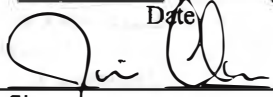
To the Board of Trustees of Beaumont Unified School District:

I, Clover Enterprise, Inc. (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 4/23/2025 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 "A", 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 Riverside, California on 3/26/2025

Date


Signature

Jim Clover

Typed or printed name

owner

Title

6185 Magnolia Ave., Ste 331, Riverside, CA 92506

Address, City, State and Zip
909-641-1711

Telephone

EXHIBIT "A"

List of Individuals Who May Come into Proximity with Students

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

Paige Oldham

Employee of Clover Enterprise Inc

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

- General Liability**
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- (Check if Required) Automobile Liability (If driving on District property)**
Including **Hired & Non-Owned Auto Coverage**,
*\$1,000,000 per occurrence (Not transporting students),
\$5,000,000 per occurrence (Transporting students), for bodily injury and property damage.*

- (Check if Required) Cyber Liability**
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- (Check if Required) Professional Liability**
Only if providing specialty License: Doctor, Nurse, etc.
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage. If you have a specialty license, a copy of the license is required.

- (Check if Required) Sexual Abuse & Molestation / Misconduct Liability (If potentially will be the only adult with pupil)**
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- Workers Compensation / Employer's Liability (Unless vendor has no employees)**
*California Statutory Benefits, plus
With limits of not less than \$1,000,000 employer's liability for each accident, bodily injury by disease and bodily injury by accident.*

Certificate Holder

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

Endorsements Required

These endorsements are additional pages that must be attached to the certificate.

Must either name *Beaumont Unified School District, its Board, officers, agents and employees* or be a blanket endorsement applicable "when required by written contract or agreement".

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("**Agreement**") is made and entered into by and between CLOVER ENTERPRISES, INC. ("**Clover**") and Beaumont Unified School District ("**District**"), to be effective as of the 1st day of July 2025. Clover and District are sometimes referred to in this Agreement as "Party" or, collectively, as the "Parties."

RECITALS

- A. Clover is an athletic trainer engaged in the practice of athletic training.
- B. District owns and operates Beaumont High School ("**School**").
- C. School, through the District, has requested athletic training services for student-athletes participating in interscholastic athletics ("**Professional Services**").
- D. Clover is especially experienced and competent in providing to the District certain specialized services and advice in connection with Professional Services ("**Consultant Services**").
- E. District desires Clover to provide Consultant Services, and Clover is willing to provide Consultant Services in accordance with the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, representations, and warranties herein contained, and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **ENGAGEMENT.** Under the terms and conditions set forth herein, the District hereby engages Clover, and Clover hereby accepts such engagement, to provide Consultant Services to the District regarding the School's need for Professional Services. The Professional Services performed by athletic trainers employed by Clover shall ensure the physical safety of student-athletes during practice and athletic events held at the School, designated sites contracted by the District, or off-site School-commissioned venues. These services may include but are not limited to injury prevention, emergency care, rehabilitation, and performance enhancement. The Athletic Trainer shall report directly to the Athletic Director and follow all directives related to the health, safety, and performance of student-athletes. The Athletic Director will oversee the Athletic Trainer's duties, ensuring alignment with school policies and athletic department objectives. Professional Services provided by said athletic trainers may include, but not be limited to, the following:

Athletic Trainer Responsibilities & Reporting Structure

The Athletic Trainer shall report directly to the Athletic Director and follow all directives related to the health, safety, and performance of student-athletes. The Athletic Director will oversee the Athletic Trainer's duties, ensuring alignment with school policies and athletic department objectives.

The Athletic Trainer agrees to:

- a. Provide on-site medical coverage at practices and sporting events for boys' and girls' sports in the school's athletic programs as directed by the Athletic Director.
- b. Travel with the School's varsity football team as assigned by the Athletic Director.
- c. Assist the School's coaching staff when requested in selecting properly fitting athletic equipment.
- d. Assist the Athletic Director in ensuring adequate inventory and ordering of athletic training supplies.
- e. Mark and inventory the School's athletic training supplies as needed.
- f. Assist the School's coaching staff by making available appropriate first aid kits, ice, water, and supplies for practices and games (home and away).
- g. Consult with the School's coaching staff regarding unsafe practice drills and procedures and notify the school's designated Assistant Principal of any perceived safety concerns. Escalate such concerns to the School's Principal or appropriate District representative as needed.
- h. Assist the School's designated Athletic Director in monitoring and complying with the District's Return to Play (RTP) protocols for injured or sick student-athletes, ensuring RTP authorization is obtained from the student-athlete's treating physician.
- i. Work with the Athletic Director to support the maintenance of current emergency card information for each student-athlete.
- j. Obtain information from the Athletic Director regarding preexisting injuries and take appropriate precautions in providing care.
- k. Request immediate emergency assistance as needed, including but not limited to calling 911.
- l. Assist in coordinating attending physicians and ambulance coverage when it is required.
- m. Advise the School's Athletic Director regarding an athlete's need for professional referrals following injuries sustained in the school's athletic programs.
- n. Maintain detailed and accurate records of student-athlete injuries and treatments administered.
- o. Notify parents and guardians of injuries and provide recommendations for follow-up care as appropriate.
- p. Coordinate with the Athletic Director to ensure appropriate medical coverage when unavailable for an event or practice. If a qualified replacement is unavailable, work with the Athletic Director to determine an alternative, such as a coach with a valid First Aid and CPR certification.
- q. Work with the Athletic Director to develop Emergency Action Plans (EAPs) and ensure emergency phone numbers and procedures are posted in all necessary locations. (AB 2009)
- r. Provide guidance and recommendations to the School's coaching staff on current first-aid procedures for injuries.

2. **DISTRICT OBLIGATIONS.** Under the conditions set forth herein, the District agrees to the following:

a. **Facilities, Equipment, and Supplies.** The District shall provide clean, suitable medical facilities, equipment, and supplies that adequately meet the needs of student-athletes within the reasonable and customary standards of the athletic training profession, student-athlete safety, and available facilities. The provided medical space shall include climate control, an ice machine, access to a golf cart, school Wi-Fi, and email. Wi-Fi access is essential for

communication with parents, coaches, and administrators, as well as for accessing electronic medical records. The District shall also ensure that an appropriate inventory of athletic training supplies and equipment is maintained to adequately support student-athlete care.

b. **Notice of Needs.** District shall provide Clover with four (4) weeks prior written notice of any change in the School's needs so Clover can secure appropriate staffing.

c. **Emergency Action Plan.** The District shall collaborate with the Athletic Director and Athletic Trainer to develop and implement written Emergency Action Plans for all sites before the commencement of any Professional Services or season of play.

d. **Coordination with Athletic Trainer.** The District shall coordinate with the Athletic Trainer provided by Clover as part of the Consultant Services to schedule and facilitate the Athletic Trainer's performance of Professional Services.

e. **Safety Compliance.** The District shall comply with all applicable laws, regulations, and requirements concerning student-athlete safety and agrees to cooperate in good faith with the terms and intent of this Agreement to implement relevant legal and regulatory standards. The District further agrees to maintain ongoing compliance with all safety requirements, including but not limited to CIF Bylaw 503H, AB 25, AB 2009, and AB 2127, as well as any subsequent laws and regulations enacted or amended hereafter.

3. **CLOVER OBLIGATIONS.** Clover and its assigned athletic trainers providing Professional Services pursuant to this Agreement shall, within thirty (30) days of the execution of this Agreement:

- a. Be qualified to provide Professional Services to the District in a manner consistent with the recognized standards of the athletic training profession.
- b. Ensure appropriate staffing and use best efforts to consistently assign the same first responders to the same school.
- c. Maintain valid and current certification in First Aid and CPR.
- d. Be trained in areas including, but not limited to, concussion education and heat acclimatization education.
- e. Be free of active tuberculosis, as evidenced by submission to an examination conducted within the past sixty (60) days, in accordance with the requirements for school employees as set forth in California Education Code Section 49406.
- f. Provide a written statement, in a form and with content substantially similar to Exhibit "A," certifying compliance with the criminal background check requirements of California Education Code Section 45125.1. Clover shall further certify that none of its independent contractors who may have contact with District student-athletes have been convicted of a violent felony as defined in California Penal Code Section 667.5(c) or a serious felony as defined in California Penal Code Section 1192.7(c).

4. **COMPENSATION.** As compensation for providing the Consultant Services pursuant to the provisions of this Agreement, the District agrees to pay Clover those amounts computed in accordance with Exhibit "B" attached hereto and incorporated by this reference. Clover hereby accepts such amounts as full compensation for the performance of Consultant Services by Clover hereunder.

5. **TERM OF AGREEMENT.** This Agreement shall commence on July 1, 2025, and terminate on June 30, 2026 (the "**Initial Term**"). The term of this Agreement may be extended for successive one-year periods ("**Extension Terms**") and, collectively with the Initial Term (the "**Term**"), upon notice by either Party of request for an extension to the other no later than sixty (60) days prior to

the expiration of the then-applicable Term as provided below. Both Parties must agree in writing to extend the Term. (The start and stop date may vary based on the School and district needs)

6. TERMINATION.

6.1 Termination For Cause. This Agreement may be terminated by District at any time for cause upon seven (7) calendar days advance written notice to Clover. In the event of termination, payment for the aforementioned Consultant Services provided will be prorated to the actual date of termination of this Agreement, based upon a thirty (30) day month. A termination is for cause if Clover:

- (a) Habitually neglects the Consultant Services which he or she is required to perform hereunder;
- (b) Demonstrates behavior substantially incompatible with the goals, objectives, or business interests of the District/School; or
- (c) Is insolvent.

In any such case, District may terminate this Agreement by giving written notice of termination (which notice shall set forth in reasonable detail the circumstance or problem providing grounds for termination) to Clover, which termination shall be effective immediately upon receipt (except as provided below), and which termination shall be without prejudice to any other remedy to which District may be entitled either by law or in equity, or under the terms of this Agreement.

This Agreement may be terminated by Clover for cause if District materially breaches any of the terms and conditions hereof. As used herein, "material breach" shall include, without limitation, the failure of District to pay any compensation due to Clover within thirty (30) days of the date the same has been quantified and is due and payable.

6.2 Termination Without Cause. Either Party to this Agreement may terminate the Agreement by providing the other Party sixty (60) days written notice.

7. CLOVER'S RIGHT TO SELL BUSINESS. Nothing in this Agreement shall limit or preclude Clover's ability to sell or transfer ownership of Clover Enterprises, Inc., to a third-party entity.

8. CERTIFICATIONS, REPRESENTATIONS, and WARRANTIES. Clover makes the following certifications, representations, and warranties for the benefit of the District, and Clover acknowledges and agrees that the District, in deciding to engage Clover pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations, and warranties, and their effectiveness through the term of this Agreement and the course of Clover's engagement hereunder:

a. Clover is qualified in all respects to provide to the District the Consultant Services contemplated by this Agreement and, to the extent required by any applicable laws, Clover has all such licenses and/or governmental approvals as would be required to carry out and perform such Consultant Services for the benefit of the District.

b. Clover, in providing the Consultant Services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal state and local laws, rules, regulations, ordinances, and standards, as well as the standards and

requirements imposed upon the District by federal and/or state agencies providing funding to the District and by the California Interscholastic Federation ("CIF").

c. Clover and its athletic trainers shall abide by the District's tobacco-free environment. Smoking or using tobacco products is prohibited in buildings and vehicles and on any property owned, leased, or contracted for by the District.

d. Clover and Clover's staff shall at all times comply with the provisions and requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.).

e. Clover shall at all times enforce appropriate discipline and good order for itself and among its employees and shall not employ or work any unfit person or anyone not skilled in providing the Professional Services required under this Agreement. Any person in the employ of Clover or an agent thereof whom District, in its sole discretion, may deem incompetent, unfit, intemperate, troublesome, or otherwise undesirable shall be excluded from providing Professional Services under this Agreement.

f. Clover and Clover's athletic trainers shall at all times follow the instructions and directions of District staff during a school campus emergency or during a school campus emergency practice drill as to evacuation, assembly, emergency care, protection of persons and property, and ingress and egress to the campus. At any time it becomes necessary for the athletic trainer to request emergency services while on District property, such services shall be requested by calling 9-1-1. Athletic trainer shall immediately notify the site administrator that 9-1-1 emergency services have been requested.

9. **CONFIDENTIALITY.**

a. Clover agrees not to use or further disclose any protected health information, as defined in 42 CFR Part 164, or individual health information, as defined in 42 CFR Part 142 (collectively, "PHI"), concerning a student-athlete unless permitted by this Agreement and applicable federal and state privacy and security laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In addition, Clover will implement appropriate safeguards to prevent the use and disclosure of a student-athletes's PHI beyond the scope of what is provided for by this Agreement and permitted under the law.

b. Clover agrees not to disclose any student information in a manner that would violate the Family Educational Rights and Privacy Act ("FERPA"). In addition, Clover will implement appropriate safeguards to prevent the use and disclosure of a student-athletes's educational records beyond the scope of what is provided for by this Agreement and permitted under the law.

c. Clover is subject to all relevant requirements contained in HIPAA and the laws and regulations promulgated subsequent thereto. Clover hereto agrees to cooperate in accordance with the terms and intent of this Agreement for the implementation of relevant law(s) and/or regulation(s) promulgated under HIPAA. Clover further agrees that it shall be in compliance and shall remain in compliance with the requirements of HIPAA and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

10. **CHILD ABUSE REPORTING.** Clover shall establish a procedure acceptable to District to ensure that all athletic trainers performing Professional Services under this Agreement report child abuse or neglect to a child protective agency as defined in California Penal Code Section 11166.

11. **NON-DISCRIMINATION.** Clover shall not discriminate against any person in the provision

of Professional Services or employment of persons on the basis of ethnic group identification, national origin, religion, age, sex or gender, race, color, ancestry, sexual orientation, physical or mental disability, or any characteristic listed, or defined, in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law

12. **INDEMNITY**. Clover shall hold harmless and indemnify District, its successors, and assigns from and against all professional and non-professional liabilities, costs, damages, expenses, and attorneys' fees resulting from or attributable to any and all acts and/or omissions of Clover arising out of Consultant Services rendered under this Agreement. It is specifically understood and agreed that Clover's indemnification hereunder applies to any acts that result in professional liability and acts that result in non-professional liability. Clover shall be solely responsible for payment of federal, state, and local taxes or contributions imposed or required under the social security, worker's compensation, income tax law, any disability or unemployment laws, or retirement contribution of any sort concerning Clover or any employees or agents of Clover and shall hold harmless and indemnify the District from and against any such payments or liability for such payments.

13. **INSURANCE**. Clover, and Clover's athletic trainers, at its/their sole cost and expense, shall secure and maintain in full force and effect throughout the term of this Agreement the following types of insurance coverage, with limits as shown, against any liability arising out of this Agreement in the conduct of Consultant and Professional Services:

a. **Workers' Compensation**. Clover certifies that Clover is aware of and will comply with California Labor Code Section 3700, requiring every employer, if applicable, to be insured against liability for workers' compensation or to undertake self-insurance for such liability. If applicable, a certificate evidencing such compliance shall be filed with the District, which certificate shall provide that the District shall be given thirty (30) days' written notice prior to cancellation of such coverage. If applicable, an endorsement waiving the right of subrogation against the District, its officers, agents, athletic trainers, and volunteers is required.

b. **Professional Liability Insurance and Sexual Misconduct Liability (including molestation and Website Media Content Liability)**. Clover shall obtain Professional Liability insurance on a per-occurrence basis with a single limit of One Million Dollars (\$1,000,000), Sexual Abuse Liability insurance on a per-occurrence basis with a single limit of Sexual Misconduct limits of \$1,000,000 Per Occurrence/\$3,000,000 Aggregate. The limits of such insurance shall not limit Clover's liability. Additional insured endorsements are required for commercial general and property damage policy coverage.

c. **Other Requirements and Acceptable Proof of Insurance**. Insurance companies must be licensed to provide insurance in the State of California and be acceptable to the District. Policy deductibles must be stated for each coverage. All certificates must provide that such insurance shall not be terminated or expire without thirty (30) days prior written notice to District.

d. **Endorsements**. Additional insured endorsements are required for Sexual Misconduct Liability. Additional insured endorsement provisions shall be as follows: Beaumont Unified School District, its officers, agents, athletic trainers, and volunteers are added as additional insured under this policy with respect to any matter arising out of or in any manner connected with the named insured's operations under this Agreement." Furthermore, the endorsement shall include a provision that Clover's policy is primary, and any insurance maintained by the District shall be excess and shall not contribute to Clover's policy.

14. **INDEPENDENT CONTRACTOR.** It is expressly agreed by the Parties hereto that Clover is not an employee of the District. The District will not provide Clover with any benefits or perquisites analogous to those which the District would provide employees. Clover is and shall at all times be deemed to be an independent contractor and shall be responsible for determining the sequence, method, details, and manner in which it performs Consultant Services required under the terms of this Agreement. Nothing contained herein shall be construed as creating an employer/employee relationship or a principal/agent relationship between the District and Clover or any of Clover's employers, independent contractors, or agents. Clover exclusively assumes the responsibility for acts of its employees, independent contractors, and/or agents when performing the Professional Services under this Agreement. Clover is not eligible for any benefits from the District or for any other items that are not set forth herein.

15. **GENERAL PROVISIONS:**

15.1 **Assignment.** Nothing contained in this Agreement, except for Professional Services provided by athletic trainers, shall be construed to permit the assignment or delegation by Clover of any rights or obligations hereunder, and such assignment is expressly prohibited.

15.2 **Entire Agreement.** This instrument contains the entire Agreement of the Parties and supersedes all prior agreements and understandings, whether written or oral, between the Parties with respect to the subject matter of this Agreement. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

15.3 **Severability.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement and the application of any term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and all other terms shall be valid and enforceable to the fullest extent permitted by the law.

15.4 **Notices.** Any and all notices between the Parties desired or required to be given under the terms of the within Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to the other party, or in lieu of such personal service, three (3) days following the date when deposited in the United States mail, postage prepaid, addressed to the other party.

CLOVER:

Clover Enterprises Inc.
6185 Magnolia Ave., Suite 331
Riverside, CA 92506
Phone: (909) 641-1711
E-mail: jimclover1@me.com

DISTRICT:

Beaumont Unified School District
350 Brookside Ave.
Beaumont, CA 92223

15.5 **Arbitration.** Any controversy between Clover and the District involving the construction or application of any of the terms, provisions, or conditions of this Agreement shall, on the written request of either Party served upon the other, be submitted to binding arbitration and shall be governed by the provisions of the California Arbitration Act. Any such arbitration proceeding shall be administered by the Inland Empire offices of Judicial Arbitration Mediation Services ("JAMS") and shall be determined by one of its panel arbitrators, whose decision shall be final and conclusive upon the Parties. Unless prohibited by applicable law, the cost of arbitration shall be borne equally by the Parties, except as otherwise provided in Section 14.6 below.

15.6 Attorney Fees. Should either Party commence an arbitration and/or legal action or proceeding against any other party hereto based upon the terms of the within Agreement, the prevailing party in such litigation shall be entitled to an award of attorney fees and costs.

15.7 Headings and References. The section headings contained in this Agreement are for convenience only and shall in no manner be construed as part of this Agreement. No amendments or additions to this Agreement shall be binding unless in writing signed by both Parties.

15.8 Venue - Governing Law. This Agreement shall be deemed to have been made and entered into in Riverside County, California. In all matters concerning the validity, interpretation, performance, effect, or otherwise of this Agreement, the laws of the State of California shall govern and be applicable.

15.9 State Audit. Pursuant to, and in accordance with, the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records, and files of Clover and Athletic Trainer relating to the performance of this Agreement are subject to examination and audit by the State Auditor of the State of California, at the request of Clover, for a period of three (3) years after termination of this Agreement. The Athletic Trainer agrees to preserve such books, records, and files for the audit period.

15.10 Partial Invalidity. The invalidity or unenforceability of any term, provision, or clause of this Agreement shall in no way impair or affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

15.11 Counsel. Each of the Parties hereto has been advised to consult independent legal counsel of their or its own choosing relative to the subject matter of the Agreement, and neither is relying on any advice or statements of counsel for the other party hereto in entering into this Agreement. If either Party executes this Agreement and has not sought counsel relative thereto, that party affirmatively represents and warrants that they or it is not relying on counsel for the other Party to protect his/her or its legal interests relative to the subject matter hereof.

15.12 Time of Essence. Time is of the essence with respect to all provisions of this Agreement.

15.13 Conflict of Interest. Clover covenants that it presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which are, or which Clover believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. Clover further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.


15.14 Non-Waiver. The failure of either Party to insist upon strict performance of any of the terms, conditions, or covenants in this Agreement shall not be deemed a waiver of any right or remedy that either party may have and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.

15.15 Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all of the Parties; each counterpart shall be deemed an original instrument against any Party who has signed it. The Parties further agree that signatures sent by electronic mail, in PDF format shall be treated as original signatures to this Agreement

IN WITNESS WHEREOF, the Parties have hereto set their hands and seals as of the day, month, and year first written above.

CLOVER:

Clover Enterprises Inc.

By: 

Name: Jim Clover

Its: President

Date: 3/26/2025

Employee Tax ID Number: 33-0797117

Beaumont Unified School District

By: _____

Name: Carmen Ordonez

Its: Director of Fiscal Services

Date: _____

EXHIBIT "A"

CLOVER FINGERPRINTING REQUIREMENTS

With respect to the Agreement dated July 15, 2025, by and between the Beaumont Unified School District ("District") and Clover Enterprises, Inc. ("Clover") for Consultant Services, Clover hereby certifies to the governing board that it has completed the background check requirements of California Education Code Section 45125.1 and that none of its athletic trainers that may come in contact with District student-athletes have been convicted of a violent felony listed in California Penal Code Section 667.5(c) or a serious felony listed in California Penal Code Section 1192.7(c).



Jim Clover, DAT, ATC, PTA, CES

3/26/2025

Date

EXHIBIT "B"

CLOVER'S COMPENSATION

A. The DISTRICT agrees to make payment for the aforementioned professional services in the amount of one hundred thirteen thousand, seven hundred twelve dollars and ninety-two cents (\$113,712.94) for each athletic trainer for each School, to be paid in eleven (11) equal installments of ten thousand, three hundred thirty-seven dollars and fifty-four cents (\$10,337.54), followed by a final payment of fifty percent, five thousand, one hundred sixty-eight dollars and seventy-seven cents (\$5,168.77) for each athletic trainer. Payments will occur on the first (1st) day of each month, beginning on July 1, 2025, and concluding on June 30, 2026. The contract duration will not exceed 11.5 months. Invoices are due within 45 days. Payment amounts are based on an average of 168 work days per month.

B. Based on the fixed rates and allowances outlined in Section B. "Regular Athletic Program," and Section C. "Extended Year Athletic Program," which includes the cost of all Consultant Services, applicable taxes, and materials to be provided pursuant to this Agreement.

C. Regular Athletic Program

During weeks when the School is either preparing for or conducting interscholastic athletics, Clover shall be compensated for Consultant Services at a minimum of forty (40) hours per week (Monday through Saturday) for the length of the contract. The 168 work days per month basis will apply for calculating the standard weekly hours.

D. Additional Services

The District agrees to compensate Clover for Additional Services for day-long tournaments and matches, large multi-school track and cross-country meets, etc., not included in Section A., Section B., and Section C. (above), based on the rates below, which include the cost of all Consultant Services, applicable taxes, and materials to be provided by the school site in pursuant to this Agreement. These events may need additions, 1st aid, and athletic training support based on the number of athletes participating and the conditions (weather/facilities). Wrestling meets with more than three mats will need an additional athletic trainer, and cross-country meets and track meets with more than 150 athletes will require an additional athletic trainer the District will cover. These expenses must be authorized "in writing" by the Athletic Director beforehand.

E. Mileage

The District further agrees that the School shall compensate athletic trainers for mileage at the then-current IRS mileage reimbursement rate for travel, except for varsity league football games, from the School to the assigned venue. The mileage compensation shall be provided for varsity football games. Other travel expenses, besides mileage ("Ordinary Expenses"), are not reimbursable and shall be considered an ordinary expense of the performance of Professional Services.

ATHLETIC PROGRAM	COMPENSATION RATE \$60.10 hr.
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BEAUMONT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made effective on April 23, 2025 by and between Game Changer Recruiting, LLC dba Varsity360 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 Scope of Work, attached.
- In the Proposal/Quote/Estimate, attached:

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 July 1, 2025 and terminate automatically on June 30, 2026, 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 \$ 1,295.00 --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 sub consultant'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:
\$1,000,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
\$5,000,000 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 \$5,000,000 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 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 \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000.

_____ 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:

- Scope of Work/Proposal/Quote/Estimate
- Insurance Documentation
- Certification by Consultant Criminal Records Check (required if working with students)
- W-9 form (company name must be same as the Consultant)
- Professional License (if license is required to render services)
- 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:

Game Changer Recruiting, LLC dba Varsity360

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

Name

4454 CAMINO DE LA ROSA, NEWBURY PARK, CA 91320

Address, City, State and Zip

Steven R. Okun

03/26/2025

Steven R. Okun (Mar 26, 2025 15:05 PDT)

Signature

Date

Steven R. Okun

Signature

Date

Carmen Ordonez / Director of Fiscal Services

Signer's Full Name and Title

805-807-8046

Signer's Full Name and Title

Phone

steve@varsity360.io

Email

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

- General Liability**
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.
- (Check if Required) Automobile Liability** (If driving on District property)
Including Hired & Non-Owned Auto Coverage,
*\$1,000,000 per occurrence (Not transporting students),
\$5,000,000 per occurrence (Transporting students), for bodily injury and property damage.*
- (Check if Required) Cyber Liability**
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.
- (Check if Required) Professional Liability**
Only if providing specialty License: Doctor, Nurse, etc.
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage. If you have a specialty license, a copy of the license is required.
- (Check if Required) Sexual Abuse & Molestation / Misconduct Liability** (If potentially will be the only adult with pupil)
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.
- Workers Compensation / Employer's Liability** (Unless vendor has no employees)
*California Statutory Benefits, plus
With limits of not less than \$1,000,000 employer's liability for each accident, bodily injury by disease and bodily injury by accident.*

Certificate Holder

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

Endorsements Required

These endorsements are additional pages that must be attached to the certificate.

Must either name *Beaumont Unified School District, its Board, officers, agents and employees* or be a blanket endorsement applicable "when required by written contract or agreement".

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

ADDENDUM TO AGREEMENT

COMPLIANCE WITH CALIFORNIA AB 1584 AND STUDENT DATA PRIVACY LAWS

This Addendum ("Addendum") is entered into as of the Effective Date by and between Beaumont Unified School District ("District") and Varsity360, LLC ("Vendor"), a California Disregarded Entity – Single Member LLC, to supplement the existing agreement between the parties ("Agreement"). This Addendum ensures compliance with California AB 1584 (Education Code § 49073.1) and other applicable student data privacy laws.

1. Ownership and Control of Student Records

Pursuant to California Education Code § 49073.1, all student records, including but not limited to personally identifiable information ("Student Data"), are and remain the property of the District. Vendor acknowledges that it is acting as a service provider and has no ownership rights to Student Data.

2. Use and Restrictions on Student Data

Vendor shall only use Student Data for the purpose of providing services under the Agreement and shall not:

- Use Student Data for targeted advertising.
- Sell, rent, or lease Student Data.
- Use Student Data for any commercial purpose outside the scope of the Agreement.

3. Security Measures

Vendor agrees to maintain reasonable security procedures to protect Student Data, including but not limited to:

- Encryption of data in transit and at rest.
- Regular security audits and assessments.
- Access controls and authentication measures to limit unauthorized access.

4. Parent and Student Rights

Vendor acknowledges that:

- Parents, legal guardians, or eligible students have the right to review and correct Student Data upon request.
- The District shall facilitate such requests and direct Vendor accordingly.

5. Data Breach Notification

In the event of an unauthorized access, disclosure, or breach of Student Data, Vendor shall:

- Notify the District within **48 hours** of discovery.
- Provide details regarding the scope and impact of the breach.
- Assist the District in mitigating potential harm and complying with legal obligations.

6. Data Retention and Deletion

- Upon termination of the Agreement, Vendor shall return or securely delete all Student Data as directed by the District.
- No Student Data shall be retained beyond the duration of the Agreement unless required by law.

7. Compliance with FERPA and SOPIPA

Vendor shall comply with all applicable federal and state student privacy laws, including but not limited to:

- Family Educational Rights and Privacy Act (FERPA)
- California Student Online Personal Information Protection Act (SOPIPA)

8. Miscellaneous

- In the event of a conflict between this Addendum and the Agreement, the terms of this Addendum shall prevail.
- This Addendum may not be modified except in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date.

Beaumont Unified School District

By: _____

Name: Carmen Ordonez

Title: Director of Fiscal Services

Date: _____

Varsity360, LLC

By: Steven Okun

Name: Steven Okun

Title: President & Founder

Date: 3/21/25

QUOTE NUMBER	DATE
23718	3/5/2025

VENDOR

NAME

Steve Okun

COMPANY NAME

Game Changer Recruiting, LLC (DBA Varsity360)

ADDRESS

4454 Camino De La Rosa
Newbury Park, CA 91320

PHONE

805-807-8046

EMAIL ADDRESS

steve@varsity360.io

CUSTOMER

NAME

Jacob Van Hofwegen

HIGH SCHOOL NAME

Beaumont High School

ADDRESS

39139 Cherry Valley Blvd
Beaumont, CA 92223

951-845-3171

EMAIL ADDRESS

jacobv@beaumontusd.k12.ca.us

Plan	Product Description	Quantity	Unit Price	Amount
Advantage Plus	1,800+ NCAA D1, D2, D3, NAIA, & JUCO College Programs. 30+ Collegiate Sports. 94,000+ College Coaches. Unlimited Varsity Athletes & Teams. College Search Tools. All-In-One Recruiting CRM. Recruiting Resource Library. Mental Health Courses (6). School Counselors Access. Administrator Access.	1	\$ 1,295.00	\$ 1,295.00

Note:	Subtotal (\$)	\$ 1,295.00
Term: 1 Year: Effective Date 7.1.2025 - 6.30.2026 Annual Software Subscription	Total Amount (\$)	\$ 1,295.00

Game Changer Recruiting, LLC dba Varsity360 04-22-25 (BHS)

Final Audit Report

2025-03-26

Created:	2025-03-26 (Pacific Daylight Time)
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAeBaKTbXJLfaJ-BFuX2V4fsWs92FryY_J


"Game Changer Recruiting, LLC dba Varsity360 04-22-25 (BHS) " History

 Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)

2025-03-26 - 10:12:34 AM PDT- IP address: 204.100.121.1

 Document emailed to steve@varsity360.io for signature

2025-03-26 - 10:20:56 AM PDT

 Email viewed by steve@varsity360.io

2025-03-26 - 10:21:32 AM PDT- IP address: 66.249.84.226

 Signer steve@varsity360.io entered name at signing as Steven R. Okun

2025-03-26 - 3:05:41 PM PDT- IP address: 47.148.52.206

 Document e-signed by Steven R. Okun (steve@varsity360.io)

Signature Date: 2025-03-26 - 3:05:43 PM PDT - Time Source: server- IP address: 47.148.52.206

 Agreement completed.

2025-03-26 - 3:05:43 PM PDT



BEAUMONT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made effective on April 23, 2025 (date) by and between Marketplace Physical Therapy & Wellness 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 Scope of Work, attached.
- In the Proposal/Quote/Estimate, attached:

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 July 1, 2025 and terminate automatically on June 30, 2026, 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 \$ 3,000.00 --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 sub consultant’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:
\$1,000,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
\$5,000,000 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 \$5,000,000 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:

- Scope of Work/Proposal/Quote/Estimate
- Insurance Documentation
- Certification by Consultant Criminal Records Check (required if working with students)
- W-9 form (company name must be same as the Consultant)
- Professional License (if license is required to render services)
- 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:

Marketplace Physical Therapy & Wellness

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

Name

3191 MISSION INN AVE., STE. B, RIVERSIDE, CA 92507

Address, City, State and Zip



03/17/2025

Signature

Date

Gabriela Cubillas, CAO

Signature

Date

Carmen Ordonez / Director of Fiscal Servies

Signer's Full Name and Title

951-643-3984

Signer's Full Name and Title

Phone

gabriela@marketplacewellnesscenter.com

Email

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

(Note: Document must be completed and signed whenever an individual is in proximity to students during services being provided to the District.)

To the Board of Trustees of Beaumont Unified School District:

I, Marketplace Physical Therapy & Wellness (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 April 23, 2025 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 "A", 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 Riverside, California on 03/17/2025
Date



Signature

Gabriela Cubillas

Typed or printed name

CAO

Title

3191 MISSION INN AVE., STE. B, RIVERSIDE, CA 92507

Address, City, State and Zip

951-643-3984

Telephone

EXHIBIT "A"

List of Individuals Who May Come into Proximity with Students

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

Dr. Trevor Douglass, DPT

Dr. Courtney Ellstrom, DPT

Dr. Victor Loza Garcia, DPT

Dr. Michael Karim, DPT

Dr. Steven Nieto, DPT

Dr. Blake Perryman, DPT

N/A

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

- General Liability**
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- (Check if Required) Automobile Liability** (If driving on District property)
Including Hired & Non-Owned Auto Coverage,
*\$1,000,000 per occurrence (Not transporting students),
\$5,000,000 per occurrence (Transporting students), for bodily injury and property damage.*

- (Check if Required) Cyber Liability**
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- (Check if Required) Professional Liability**
Only if providing specialty License: Doctor, Nurse, etc.
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage. If you have a specialty license, a copy of the license is required.

- (Check if Required) Sexual Abuse & Molestation / Misconduct Liability** (If potentially will be the only adult with pupil)
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- Workers Compensation / Employer's Liability** (Unless vendor has no employees)
*California Statutory Benefits, plus
With limits of not less than \$1,000,000 employer's liability for each accident, bodily injury by disease and bodily injury by accident.*

Certificate Holder

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

Endorsements Required

These endorsements are additional pages that must be attached to the certificate.

Must either name *Beaumont Unified School District, its Board, officers, agents and employees* or be a blanket endorsement applicable "when required by written contract or agreement".

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



Beaumont H.S. - Partnership

1620 E. Second St. Suite I,
Beaumont Ca. 92223
Phone: (951) 370-1325
Fax: (951) 684-2980

March 6, 2025

Overview

Marketplace Physical Therapy is offering our services to Beaumont High School as an added support to their Athletic Department and sports teams. We are eager to increase our involvement in the community, volunteer our services, and be the trusted recovery clinic for students needing to get treatment for injuries. Concerns regarding insurance coverage, financial burdens, and referrals to physical therapy will be simplified for the Athletic Coaches and Trainers with our administrative staff. Our handling of the referred acute injuries to the rehab phase of recovery will be clear for the Students, Parent(s)/Guardian(s), Coaches, and Trainers.

Goals

1. **Support Students/Staff:** To ensure that students get the immediate care they need and to simplify the process of physical therapy. We will eliminate any hardships in getting access to care and walk students and their parents/guardians step-by-step through the recovery and insurance process.
2. **Cost Effective Therapy:** To lower the out of pocket costs for students/athletes needing therapy that do not have access to health insurance.
3. **Post Injury-Home Games:** To provide our knowledge and expertise when requested from the Athletic Coaches and Trainers at home games or when students are sent to our clinic for an evaluation at the request of their Coach/Trainer.

Specifications

Timeline: 2025-2026 season duration.

At the Beaumont High School varsity football home games, we will have one of our Doctors of Physical Therapy (as listed below), present to aid the Athletic Coaches and Trainers with any assistance that they may need. We are able to provide an assessment/treatment of a concerning injury and set up an appointment on the spot for immediate rehabilitation in our clinic on the first Monday following the game. Special accommodations to be seen in our clinic will be made for any injuries that occur during the football games whether at home or away. At the football games a Doctor of Physical Therapy will be present to provide advice, facilitate the hand off of the acute injury to follow up care and provide hands-on care if requested by the training staff.

1. **Dr. Trevor Douglas**
2. **Dr. Courtney Ellstrom**
3. **Dr. Victor Loza Garcia**
4. **Dr. Michael Karim**
5. **Dr. Steven Nieto**
6. **Dr. Blake Perryman**

Marketplace will honor free consultations for all Beaumont High School Students. Beaumont High School and Beaumont Unified School District will be listed as additionally insured on Marketplace Physical Therapy's liability policy.

Requests

- Provide athletes/parents with our "health resources" and "clinic information" sheet
- Allow us to have posters around the sports training areas and locker rooms
- Student sports injury history prior to games for proper assessment ensuring the best care for the athletes at the onset of an injury

Cost

- **2025 Varsity Football:** The cost for the services is \$1,800 that includes five Home Games, and One playoff home game. Each additional playoff game will cost \$300. This represents the actual company cost for having a Doctor of Physical Therapy at the game.
- **2026 Track Invite:** The cost for the service is \$600 that includes one Track Invite with a Doctor of Physical Therapy present for the entire track meet.

- Lowered costs for emergency out of pocket appointments will be honored by Marketplace Physical Therapy as long as there is a student I.D provided or a signed referral from the Athletic coach/trainer.

It's an honor to be able to work closely with the Beaumont Unified School District. We look forward to seeing how this will positively impact the physical well-being of Athletic Students and Staff.

A handwritten signature in black ink that reads "Michael Rappaport". The signature is written in a cursive style with a long horizontal stroke at the end.

Michael Rappaport, MBA

3191 Mission Inn Ave. Ste. B

Riverside, CA 92507

Marketplace Physical Therapy & Wellness






04-22-25 (BHS)

Final Audit Report

2025-03-17

Created:	2025-03-17 (Pacific Daylight Time)
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZovwoq9IbLx_y775hd1ao4h-_P1069OJ

"Marketplace Physical Therapy & Wellness 04-22-25 (BHS)" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)
2025-03-17 - 4:12:35 PM PDT- IP address: 204.100.121.1
-  Document emailed to Gabriela Cubillas (gabriela@marketplacewellnesscenter.com) for signature
2025-03-17 - 4:14:43 PM PDT
-  Email viewed by Gabriela Cubillas (gabriela@marketplacewellnesscenter.com)
2025-03-17 - 4:14:47 PM PDT- IP address: 74.125.209.7
-  Document e-signed by Gabriela Cubillas (gabriela@marketplacewellnesscenter.com)
Signature Date: 2025-03-17 - 4:20:01 PM PDT - Time Source: server- IP address: 66.215.168.103
-  Agreement completed.
2025-03-17 - 4:20:01 PM PDT

San Bernardino Community College District

COMMUNITY APPLICATION/RENTAL CONTRACT FOR USE OF SBCCD OWNED FACILITIES



- SAN BERNARDINO VALLEY COLLEGE Site:**
701 South Mt Vernon Ave, San Bernardino, CA 92410
- CRAFTON HILLS COLLEGE Site:**
11711 Sand Canyon Road, Yucaipa, CA 92399
- SAN BERNARDINO COMMUNITY COLLEGE DISTRICT Site:**
550 E Hospitality Lane STE 200, San Bernardino, CA 92408
- ECONOMIC DEVELOPMENT CORPORATE TRAINING CENTER Site:**
114 S Del Rosa Ave, San Bernardino CA 92408

Business Services Use Only

This form must be submitted (20) working days prior to date requested.

Today's Date 3/6/2025

Name of Organization BEAUMONT HIGH SCHOOL ATHLETICS

Phone Number Best 951-845-3171 Evening _____ Cell _____

Person(s) in Charge JACOB VAN HOFWEGEN Email Address jacobv@beaumontusd.k12.ca.us

Street Address 39139 Cherry Valley Blvd.

City Beaumont State CA Zip Code 92223

Facility Desired TBD Time Starts TBD Time Ends _____

Date(s) of requested use To be determined by need per communication with CHC

Day of week: Mon Tue Wed Thu F Sat Sun (check all that apply)

What is the purposes for the rental/event type? (Describe)
Swim team and/or water polo team practices during the 2025-26 school year.

Time the facility is to be opened TBD Time the facility is to be closed _____

Estimated attendance 25-50 Is this use open to the public? YES NO

Will an admission fees, contributions, or membership dues be collected? YES NO Amount of charge \$ _____

If answer is yes, the net proceeds will be used for _____

If your organization is a Non-Profit Organization: Nonprofit Number _____

STEP UP Requirements: Set-up of Facilities/Special Equipment YES NO

Diagram: (May use additional page if necessary.)

_____ Podium	_____ Platform
_____ # Microphone/PA	_____ Flags
_____ Tables	_____ Computer
_____ Chairs	_____ Power Point Setup (Computer, Screen, Projector)
_____ Other _____	

HOLD HARMLESS AGREEMENT & INSURANCE REQUIREMENT

1. The User hereby agrees to indemnify, defend and hold harmless the District and its officers, employees, and agents from any and all losses, damages, claims, liability, expenses or cost arising from any accident or occurrence causing any injury or damage to any person or property (including User's employees or property) relating or attributed to the District's authorization to use the District's facilities.
2. The User's obligation to indemnify, defend and hold harmless as hereinabove provided shall continue notwithstanding the expiration or revocation of the permission to use the District's facilities.
3. The User shall secure and maintain during the duration of this permission to use the District's facilities, public liability and property damage insurance to protect it from claims for damages for personal injury, including death, as well as from property damage which may arise from or which may be alleged to arise from the permission granted by the District. Such insurance shall include public liability insurance in an amount not less than \$1,000,000 for injuries, including death, and property damage as the result of any occurrence and for athletic events no less than \$5,000,000. User's insurance shall be primary. User will list District as additional insured on the user's policy.

Policies or certificate evidencing such coverage shall be filed with the District with in five working days of application submission. The policies shall not be cancelled without ten days notice to the District. The wording on the certificate is to read:

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT IS ADDED AS AN ADDITIONAL INSURED
BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE DISTRICT'S AUTHORIZATION
TO (Policy holder/User's name)TO USE THE DISTRICT'S FACILITIES.**

4. The insurance required hereunder shall not be deemed a limitation on User's agreement to save and hold the District harmless and if the District becomes liable for an amount in excess of the insurance, the User will save and hold the District harmless for the whole amount thereof.

Release and Waiver of Liability and Indemnity Clause

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the San Bernardino College Community College District (hereinafter referred to as SBCCD) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the SBCCD, the undersigned, for himself or herself and any personal representative heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the SBCCD for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgment that such premises and all facilities and equipment thereon and such affiliated programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonable suited for the purpose of such observation, use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE SBCCD FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE SBCCD, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASE, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the SBCCD, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the SBCCD.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the SBCCD premises or in any way observing or using any facilities or equipment of the SBCCD or participating in any program affiliated with the SBCCD whether caused by the negligence of the releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in, about or upon the premises of the SBCCD and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the SBCCD.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statement or inducement apart from the foregoing written agreement have been made.

Community Application/Rental contract continued: Page 4 of 4

All facilities use by requester shall be approved by the District Business Manager or designee prior to the commencement of the usage. Your use of District own facilities is not considered valid or approved until you have received a fully expected copy of this document and District has received required deposit stated below or for public entity a valid PO. This form must be **submitted at least 20 working days** prior to the requested date of use. **Revisions, changes, or cancellations** required in writing, at least **5 working days'** notice, prior to the required use. The below signature is subject to all the conditions and fees set forth by Board Policy 6700 governing the use of San Bernardino Community College facilities and to any Special Arrangements or Additional Services Requested:

Please note all fees charged complies with Education Codes 38130 through 38139 and 82537 through 82548

Total Amount Due at Application Approval TBD

By Signing below, Request agrees and understands this entire document and it is expressly understood that no requested facility is confirmed without full payment having been received and approval of the San Bernardino Community College District:

CARMEN ORDONEZ - Director of Fiscal Services
Requester's Name or Authorized Agent Name (Type or Print)

Requester's Authorized Agent Signature

Date

Authorized SBCCD District - Business Manager or Designee

Date

Date Approved _____ Date Disapproved _____ Date Rejected _____

Amount Paid _____

OFFICE USE ONLY

Charges are calculated under: Direct Cost or Fair Rental Value

- Basic Rental Fee \$ _____
- Security \$ _____
- Custodial \$ _____
- Grounds \$ _____
- Audio Visual \$ _____
- Setup and Cleanup \$ _____
- Technician \$ _____
- Energy Use \$ _____
- Other _____ \$ _____
- Total Estimated Fees \$ _____

Campus Authorized Agent Name (Type or Print)

Last day to Cancellation Date with no fee

Campus Authorized Agent Signature

Date COI Received

Date

Special Event Cost Breakdown 2024-25

EVENT: [REDACTED]

1/1, 1/4, 1/18, 1/21, 1/25

Schedule of Direct Costs and Fair Rental Values

Facility	Direct Costs First Hour	Direct Costs Each Additional Hour	Fair Rental Value Four Hour Rental	If charging "Direct Costs" use this Column	If charging "Fair Rental Value" use this Column	Facility Fee
				QTY of Event Hours (Direct Costs)	QTY of Event Hours (Fair Rental) in 4s	
PAC	\$ 125.00	\$ 50.00	\$ 535.00	0	0	\$ -
General Classroom	\$ 50.00	\$ 15.00	\$ 160.00	0	0	\$ -
Each Additional Classroom	\$ 25.00	\$ 10.00	\$ 95.00	0	0	\$ -
Music Rehearsal Rooms	\$ 50.00	\$ 15.00	\$ 175.00	0	0	\$ -
Gymnasium	\$ 100.00	\$ 40.00	\$ 410.00	0	0	\$ -
Athletic Field	\$ 40.00	\$ 15.00	\$ 175.00	0	0	\$ -
Tennis Courts (day)	\$ 50.00	\$ 15.00	\$ 220.00	0	0	\$ -
Tennis Courts (night)	\$ 100.00	\$ 45.00	\$ 440.00	0	0	\$ -
Cafeteria (no set-up)	\$ 100.00	\$ 40.00	\$ 345.00	0	0	\$ -
Cafeteria (with set-up)	\$ 150.00	\$ 40.00	\$ 440.00	0	0	\$ -
Meeting Room	\$ 66.00	\$ 15.00	\$ 250.00	0	0	\$ -
Aquatics Center (see calculation below)	\$ 85.37	\$ 85.37	\$ 600.00	0	0	\$ -
Total Facility Fee						\$ -

Equipment	Direct Costs	Fair Rental Value	QTY (Direct Costs)	QTY (Fair Rental)	Equipment Fee
Projector	\$ 10.00	\$ 20.00	0	0	\$ -
Public Address System	\$ 10.00	\$ 20.00	0	0	\$ -
					\$ -
Total Equipment Fee					\$ -

Management & Processing Overhead Costs for specific event

	Reg Time Hours	OT Hours	Hourly Rate	Benefits	Total burden rate	Total Cost
Administrative Assistant I (Facilities Use) (Schedule event and process paperwork)	0		\$ 31.01	\$ 12.40	\$ 43.41	\$ -
Total Management/Processing Overhead for Event						\$ -

Specific Event Labor Costs

	Reg Time Hours	OT Hours	Reg Time Rate	OT Rate	Benefits per hour	Total Reg Burden Rate	OT Burden Rate	Total Cost
Custodial	0	0	\$ 24.75	\$ 37.13	\$ 5.69	\$ 30.44	\$ 42.82	\$ -
Grounds	0	0	\$ 25.36	\$ 38.04	\$ 5.83	\$ 31.19	\$ 43.87	\$ -
Pool Attendants	0	0	\$ 27.40	\$ 41.10	\$ 6.30	\$ 33.70	\$ 47.40	\$ -
Police	0	0	\$ 41.58	\$ 62.37	\$ 9.56	\$ 51.14	\$ 71.93	\$ -
Security	0	0	\$ 27.32	\$ 40.98	\$ 6.28	\$ 33.15	\$ 47.26	\$ -
Maintenance	0	0	\$ 35.82	\$ 53.73	\$ 8.24	\$ 44.06	\$ 61.97	\$ -
Theater Tech	0	0	\$ 41.58	\$ 62.37	\$ 9.56	\$ 51.14	\$ 71.93	\$ -
PE Equipment Specialist	0	0	\$ 22.98	\$ 34.47	\$ 5.29	\$ 28.27	\$ 39.76	\$ -
Multimedia Specialist	0	0	\$ 34.12	\$ 51.18	\$ 7.85	\$ 41.97	\$ 59.03	\$ -
Senior Multimedia Specialist	0	0	\$ 41.58	\$ 62.37	\$ 9.56	\$ 51.14	\$ 71.93	\$ -
Total Labor								\$ -

Total Aquatics Center Event Cost	
Management and Processing	\$ -
Event Labor	\$ -
Aquatics Center Operating Costs	\$ -
Total Aquatics Event Direct Cost	\$ -



BEAUMONT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made effective on April 23, 2025 by and between ProSolve, 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 Scope of Work, attached.
- In the Proposal/Quote/Estimate, attached:

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 April 23, 2025 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 \$ 115,180.00 --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 sub consultant'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:
\$1,000,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
\$5,000,000 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 \$5,000,000 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 \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000.

_____ 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:

- Scope of Work/Proposal/Quote/Estimate
- Insurance Documentation
- Certification by Consultant Criminal Records Check (required if working with students)
- W-9 form (company name must be same as the Consultant)
- Professional License (if license is required to render services)
- 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:

ProSolve LLC

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

Name

2870 Peachtree Rd. NW 915-6579 Atlanta, GA 30305

Address, City, State and Zip

Lindsay Litzinger 3/28/25

Signature Date

Lindsay Litzinger, CRO

Signer’s Full Name and Title

(858) 999-1617

Phone

lindsay@prosolve.com

Email

Signature Date

Carmen Ordonez, Director of Fiscal Services

Signer’s Full Name and Title

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

(Note: Document must be completed and signed whenever an individual is in proximity to students during services being provided to the District.)

To the Board of Trustees of Beaumont Unified School District:

I, Lindsay Litzinger (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 April 23, 2025 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 "A", 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 Temecula, California on 3/29/2025
Date

Lindsay Litzinger
Signature

Lindsay Litzinger
Typed or printed name

Chief Revenue Officer
Title

2870 Peachtree Rd. NW 915-6579 Atlanta, GA 30305

Address, City, State and Zip
(858) 999-1617
Telephone

EXHIBIT "A"

List of Individuals Who May Come into Proximity with Students

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

None, we only provide product training to teachers and adult summer staff

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

- General Liability**
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.
- (Check if Required) Automobile Liability** (If driving on District property)
Including Hired & Non-Owned Auto Coverage,
*\$1,000,000 per occurrence (Not transporting students),
\$5,000,000 per occurrence (Transporting students), for bodily injury and property damage.*
- (Check if Required) Cyber Liability**
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.
- (Check if Required) Professional Liability**
Only if providing specialty License: Doctor, Nurse, etc.
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage. If you have a specialty license, a copy of the license is required.
- (Check if Required) Sexual Abuse & Molestation / Misconduct Liability** (If potentially will be the only adult with pupil)
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.
- Workers Compensation / Employer's Liability** (Unless vendor has no employees)
*California Statutory Benefits, plus
With limits of not less than \$1,000,000 employer's liability for each accident, bodily injury by disease and bodily injury by accident.*

Certificate Holder

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

Endorsements Required

These endorsements are additional pages that must be attached to the certificate.

Must either name *Beaumont Unified School District, its Board, officers, agents and employees* or be a blanket endorsement applicable "when required by written contract or agreement".

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



Play. Connect. Create.

SUMMER LEARNING PROPOSAL

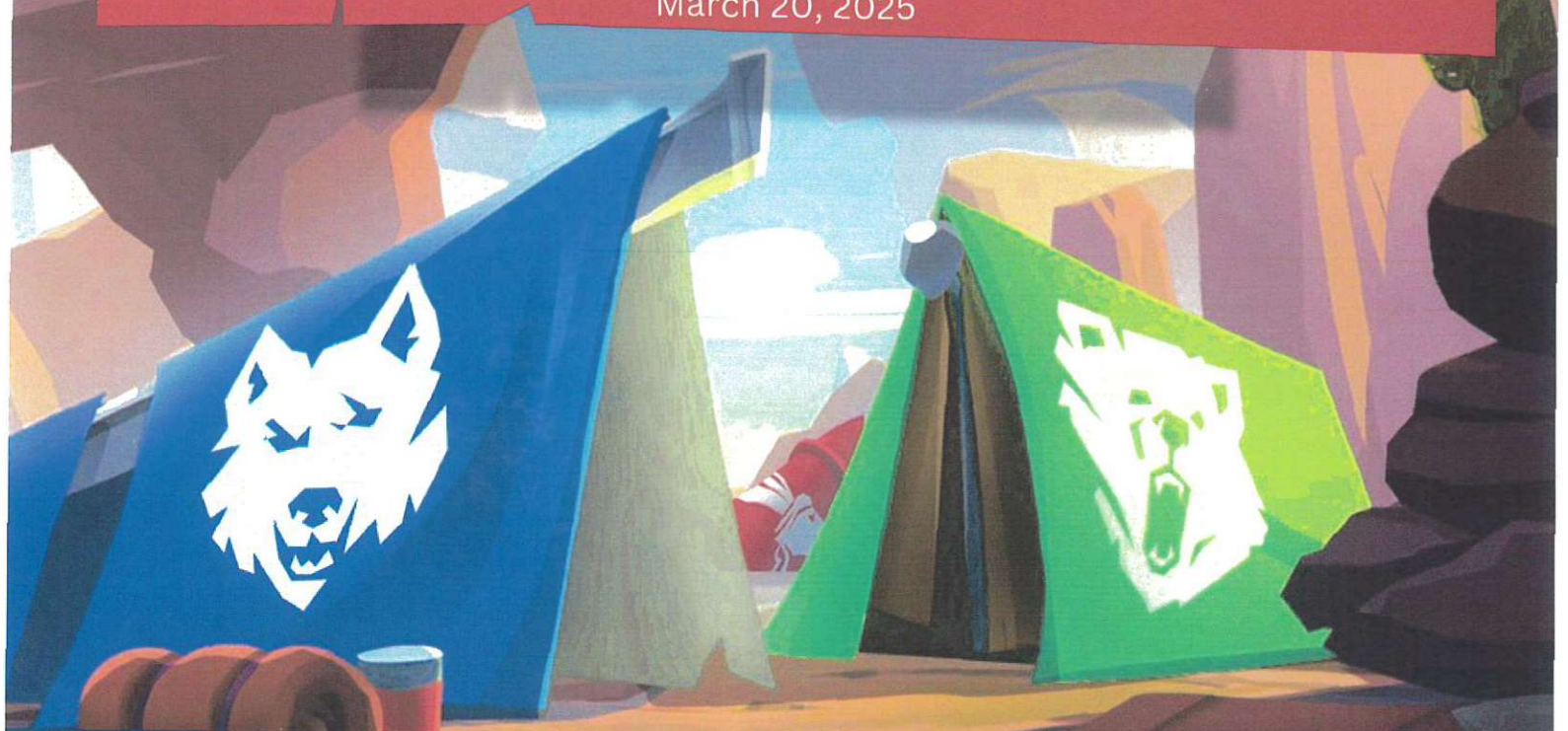
Prepared for

Beaumont Unified School District

Michael Griffin

Summer 2025

March 20, 2025



Who We Are

Developing career-ready skills through experiential learning is what sets ProSolve apart, leading the shift from knowledge-based education to learning through experience, cultivating comprehensive skills for our dynamic world.

True career-readiness includes honing problem-solving skills that encompass critical thinking, creativity, empathetic relationship-building, and effective communication all built through real-world and simulated problem solving experiences.

The Learning, Experienced Model, developed by ProSolve, is here to revolutionize learning.

Our goal is to surpass traditional education, providing opportunities for students to practice durable and interpersonal skills essential in today's rapidly evolving world.

Our innovative approach centers around solving problems for school districts:

- **For Students:** We design meaningful, relevant and highly engaging experiences.
- **For Educators:** We create easy to use curricula and resources.
- **For Administrators:** We offer evidence-based solutions that promote growth in both academics and social-emotional outcomes.



The ProSolve Partnership

Elevate your educational journey by choosing ProSolve as your strategic partner. With personalized recruitment strategies, expertly crafted marketing materials, seamless implementation planning, and insightful data and analytics, we guarantee a comprehensive and impactful experience for both your students and facilitators.

Implementation Planning | Enjoy a personalized experience with a dedicated Customer Success Manager for goal-oriented planning, logistics, training, and ongoing support.

Coaching/Mentoring | We provide ongoing coaching from our dedicated Educational Support Specialists, ensuring a successful implementation at the facilitator level through personalized check-ins and flexible communication channels.

Student Marketing | Our dedicated Project Manager serves as a consultant, creating tailored resources such as movie posters, flyers, videos, and engaging content for newsletters and social media.

Data and Analytics | Our partnership includes surveys for students that provide a comprehensive data summary measuring engagement, social-emotional learning, and workforce readiness skills.

ProSolve Solutions



QUEST for TK-8th graders merges academic learning with the development of social emotional skills as students PLAY, CONNECT, and CREATE through up to 65 hours of gameplay and game design. As a complete experiential social-emotional learning program, QUEST caters to the holistic growth of students, enhancing their skills to meet the demands of life and the future.



SLED unlocks the limitless potential of 4th - 12th grade students, offering a transformative platform and process for service learning that ignites a passion for learning, growth, and positive change. With SLED, students can develop the critical college, career, and life skills necessary to thrive in today's world while making a profound impact on their community.



PD by ProSolve provides a different approach to professional learning for educators, administrators, and lifelong learners. Our focus on "Learning, Experienced," embodies our mission to make learning more authentic, practical, relevant, and engaging for the educational ecosystem. Finally, professional development that's fun, relevant, and engaging!

Build skills and community across the QUEST Continuum!

QUEST is built for TK-8th grade students, helping to unify campus culture, promote a sense of belonging and build a shared experience across all grade levels and over time.

QUEST Early Explorers (TK-2)

Designed to meet the unique needs of your youngest learners, the newest iteration of QUEST combines all of the magic and gamification of previous seasons of QUEST with developmentally-appropriate, standards-aligned challenges, mindfulness and self-regulation strategies, songs, drawing, collaboration and explicit social-emotional learning instruction - perfect for our primary players!



QUEST for 3rd - 8th Grade

Tailored to engage our intermediate and secondary students, QUEST is built as a TV series with new seasons released each year containing fresh content and storyline surprises. All QUEST content and characters are designed to immerse players in an interesting environment filled with mystery and discovery, resulting in authentic learning and fun transformative growth.





Beaumont Unified School District Scope of Work

ProSolve is thrilled to continue its partnership with Beaumont USD and complete the trilogy for many BUSD summer learners. This investment summary seeks to serve 1,000 students for the 2025 summer season through three immersive seasons of QUEST.

QUEST by the Numbers:

- 1,000 summer students
- Estimated 47 classes of QUEST players, Summer 2025
- This proposal assumes 25 cohorts of students per grade for TK-2nd (using 9 unopened Kit and 14 student boxes)
- This proposal assumes 5 cohorts of students in grade 3
- This proposal assumes 18 cohorts of students per grade for 4-6th
- QUEST Creators provided to only 1-6th graders
- Up to 48 hours of STEAM-based enrichment
- Program Start Date: June 10 - June 27, 2025
- Preferred Training Dates: May 28 & 29, 2025

Quote Number	00001675	Created Date	3/20/2025
Prepared By	Lindsay Litzinger	Bill To Name	Beaumont Unified School District
Phone	8589991617	Contact Name	Michael Griffin
Email	lindsay@prosolve.com		

Product	List Price	Discount (%)	New Price	Quantity	Total Price
**CREATORS (3-8) Student Resources	\$1,150.00	25.00	\$862.50	23.00	\$19,837.50
**CREATORS (PreK-2) Student Resources	\$1,150.00	25.00	\$862.50	12.00	\$10,350.00
CREATORS In-Person Training (Cohort of 25)	\$3,500.00	100.00	\$0.00	2.00	\$0.00
Implementation & Data Management (Small)	\$6,000.00	100.00	\$0.00	1.00	\$0.00
On-site Coach (1 consecutive week)	\$6,400.00	30.00	\$4,480.00	2.00	\$8,960.00
**QUEST Adventures Apex Academy (3-8) Student Resources	\$650.00	15.00	\$552.50	23.00	\$12,707.50
QUEST Adventures Class Code	\$900.00	0.00	\$900.00	47.00	\$42,300.00
**QUEST Adventures Starforce (PreK-2) Student Resources	\$650.00	15.00	\$552.50	10.00	\$5,525.00
**QUEST Apex Academy (3-8) Base Kit Season 1	\$250.00	15.00	\$212.50	5.00	\$1,062.50
**QUEST Apex Academy (3-8) Base Kit Season 3	\$250.00	15.00	\$212.50	18.00	\$3,825.00
QUEST In-Person Training K-8 (Cohort of 25)	\$4,950.00	25.00	\$3,712.50	2.00	\$7,425.00
**QUEST Starforce (PreK-2) Base Kit Season 1	\$250.00	15.00	\$212.50	15.00	\$3,187.50

***Please add applicable sales tax to this physical item.*

Subtotal: \$149,200.00
 Total Discount: -\$34,020.00
Total Investment: \$115,180.00
 (Does not include CA State Tax)



CONSULTANT SERVICES AGREEMENT

(SPECIAL INSPECTION AND/OR TESTING SERVICES)
(BEFORE RELEASE OF CONTRACT TO CONSULTANT, PRIOR APPROVAL BY DEPARTMENT ADMINISTRATION)

This AGREEMENT is made and entered into this 23 day of April in the year 2025 (“EFFECTIVE DATE”), by and between the BEAUMONT UNIFIED SCHOOL DISTRICT, hereinafter referred to as (the “DISTRICT”), and All American Inspection, Inc., hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, the DISTRICT requires specialized inspection and/or testing services for Mountain View Middle School Growth Buildings, located within the DISTRICT (hereinafter referred to as the “PROJECT”);

WHEREAS, CONSULTANT shall at all times be qualified and approved by the Division of the State Architect (“DSA”) and shall at all times maintain proper qualifications, to perform the duties of and act as a testing laboratory and/or special inspector on school building construction projects and to perform the services required by this AGREEMENT; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide its specialized testing and inspection services to the DISTRICT on the terms hereinafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT

1. Services to be Provided by the CONSULTANT. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the special inspection and/or testing services necessary to complete the PROJECT as required by the DSA approved Construction Documents and this AGREEMENT. The CONSULTANT’s basic services shall include those services set forth in this AGREEMENT as well as those services articulated in the CONSULTANT’s proposal which shall be attached hereto and incorporated herein as EXHIBIT “A” (the CONSULTANT’s “PROPOSAL”). In the event of a discrepancy, inconsistency, conflict or other difference between the terms of the CONSULTANT’s PROPOSAL with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and be controlling.

2. CONSULTANT’s Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity

of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such 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 hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

c. If applicable, CONSULTANT shall be properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall perform all special inspections and testing services in conformance with the PROJECT's DSA approved Construction Documents, applicable codes and code references. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

2. The CONSULTANT shall obtain a copy of the Construction Documents that were approved by the DSA for the completion of the PROJECT including, but not limited to, the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103), from the Design Professional in General Responsible Charge of the PROJECT (the "Architect/Engineer") prior to the commencement of construction on the PROJECT and shall maintain a copy of the approved DSA 103 form in the CONSULTANT's Project File for the duration of the PROJECT. The CONSULTANT shall thoroughly review and evaluate the approved DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

3. The CONSULTANT shall meet with the Project Inspector, the Architect/Engineer, Structural Engineer and the DISTRICT as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the special inspection and testing program required by the DSA approved Construction Documents for the PROJECT and this AGREEMENT.

4. The CONSULTANT shall prepare and submit an Interim Verified Report to the DSA, and provide a copy of such report to the Project Inspector for each of the applicable sections of the Project Inspection Cards (Form DSA 152), that are required for the completion of the

PROJECT, when such sections require special inspections and/or testing prior to the Project Inspector's approval and sign off. The applicable sections of the Project Inspection Cards are as follows:

- (a) Initial Site Work and Foundations Preparation;
- (b) Vertical and Horizontal Framing;
- (c) Appurtenances;
- (d) Finish Site Work and Other Work;
- (e) Final

5. The CONSULTANT shall submit a signed Verified Report to the DSA, and provide a copy of such report to the Project Inspector, the Architect/Engineer, the Structural Engineer and the DISTRICT upon any of the following events:

- a. Within fourteen (14) days of the completion of the CONSULTANT's special inspection and/or testing work;
- b. When work on the PROJECT is suspended for a period of more than one (1) month;
- c. When the services of the CONSULTANT are terminated for any reason prior to the completion of the PROJECT; and/or
- d. In the event the DSA requests a Verified Report.

6. If CONSULTANT's work involves the in-plant inspection of relocatable buildings that are being manufactured for placement on the PROJECT site, CONSULTANT shall obtain the Project Inspection Cards from the DSA or the Architect/Engineer, as applicable, that are needed for the in-plant inspection of such relocatable building(s). The CONSULTANT shall complete the Project Inspection Cards during the in-plant completion of the relocatable building(s) as required by Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The Consultant must provide the original Project Inspection Cards that are used for the in-plant inspection of the PROJECT's relocatable buildings to the Project Inspector at the time such relocatable buildings are delivered to the PROJECT site.

7. The CONSULTANT shall work under the technical direction and supervision of the Project Inspector or the Architect/Engineer as applicable. The CONSULTANT shall keep the Project Inspector, the Architect/Engineer, the Structural Engineer and the DISTRICT informed of all special inspections, testing and/or PROJECT related activities being performed by the CONSULTANT in order to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The CONSULTANT shall keep the Project Inspector, Architect/Engineer, Structural Engineer and the DISTRICT thoroughly informed as to the progress of the work by submitting detailed daily reports, in writing, to the Project Inspector which outline the work inspected and/or tested. The CONSULTANT shall submit the detailed daily reports to the Project Inspector on the same day the inspections, testing and/or PROJECT related activities are performed and shall provide the Architect/Engineer, Structural Engineer and the DISTRICT with a copy of such reports. The CONSULTANT shall

also submit daily special inspection reports in a timely manner to the Project Inspector so as not to delay the PROJECT. However, in no event shall the CONSULTANT submit a special inspection report to the Project Inspector later than fourteen (14) days from the date the special inspections are performed. The CONSULTANT shall provide a copy of each daily special inspection report to the Architect/Engineer, Structural Engineer and the DISTRICT on the day the original report is submitted to the Project Inspector.

8. In the event the CONSULTANT identifies construction and/or material deviations from the DSA approved Construction Documents in connection with the work being completed on the PROJECT, the CONSULTANT shall immediately issue a written report of such deviations to the DSA. The CONSULTANT shall provide a copy of each report to the Project Inspector, Architect/Engineer, Structural Engineer and the DISTRICT on the day the original report is submitted to the DSA.

9. If applicable, the CONSULTANT and any subcontractors (of any tier) performing work pursuant to this AGREEMENT must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of this AGREEMENT. CONSULTANT shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of this AGREEMENT and in no event shall CONSULTANT be granted increased payment from the DISTRICT a result of CONSULTANT's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this AGREEMENT and grounds for termination for cause. If applicable, the CONSULTANT and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the DISTRICT or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

ARTICLE III **TERMINATION**

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services

actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings, reports and/or other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to the CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Section 4 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.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

5. In the event the CONSULTANT is terminated, with or without cause, the CONSULTANT shall personally provide all the original Project Inspection Cards prepared or obtained by the CONSULTANT in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original Project Inspection Cards must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the CONSULTANT's termination. Under no circumstances shall the CONSULTANT withhold any original Project Inspection Cards related to the PROJECT upon the CONSULTANT's termination. The CONSULTANT shall be responsible for any delays on the PROJECT that arise out of the CONSULTANT's failure to provide the original Project Inspection Cards to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the CONSULTANT's termination, the CONSULTANT shall provide copies of all current Project Inspection Cards in the CONSULTANT's Project File to the DISTRICT along with any other DISTRICT PROPERTY as further described in Article IV below.

6. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration.

7. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE III OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES

BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE IV
REPORTS AND/OR OTHER DOCUMENTS

1. The Project Inspection Cards, reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter the "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days.

ARTICLE V
ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VI
COMPENSATION TO THE CONSULTANT

1. The DISTRICT shall compensate the CONSULTANT as follows:
 - a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in EXHIBIT "A", inclusive of reimbursable expenses, for performing the basic services required by this AGREEMENT subject to the limitations set forth herein this Article VI, Section 1(a). In no event shall the CONSULTANT's compensation exceed FIFTEEN THOUSAND Dollars (\$ 15,000.00) for performing all the basic services detailed in Article II and EXHIBIT "A". CONSULTANT shall invoice costs monthly for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation.
 - b. Invoices requesting payment for Additional Services performed in accordance with Article VII below must reflect the compensation approved by the

DISTRICT and include a copy of the DISTRICT’s written authorization. The DISTRICT’s prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services and no claim by the CONSULTANT for additional compensation related to Additional Services shall be valid absent such prior written approval by the DISTRICT to proceed with such Additional Services as required by Article VII.

ARTICLE VII
ADDITIONAL CONSULTANT SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT’s control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering any additional services. The DISTRICT may also require CONSULTANT to perform additional services which are, in the DISTRICT’s discretion, necessary. Compensation for all additional services shall be negotiated and approved in writing by the DISTRICT before CONSULTANT performs such additional services. CONSULTANT shall not be entitled to any compensation for performing additional services that are not previously approved by the DISTRICT in writing. Additional services shall include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.

c. If the DISTRICT requests additional shifts to complete the services articulated in Article II and EXHIBIT “A” where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT. The CONSULTANT’s compensation is expressly conditioned on the lack of fault of the CONSULTANT.

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT’s industry.

ARTICLE VIII
MISCELLANEOUS

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, and hold DISTRICT entirely harmless from all liability 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 subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by CONSULTANT in accordance with this AGREEMENT, 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 the DISTRICT.

d. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VIII, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence as set forth in Article VIII, Section 1(c) above, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings.

e. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

f. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of \$1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in Article VIII, Section 2(b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as

evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

3. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees. CONSULTANT shall fully defend and indemnify the DISTRICT from any claims, damages or any liability arising from or related to CONSULTANT or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

5. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE

PARTS DESCRIBING THE CONSULTANT’S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

9. Time is of the essence with respect to all provisions of this AGREEMENT.

10. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney’s fees.

11. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.

12. In accordance with California Education Code Section 17604, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

13. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

14. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONSULTANT:

All American Inspection, Inc. _____

By: Stacey Douglas _____
Title: President _____

DISTRICT:

Beaumont Unified School District

By: _____
Carmen Ordonez, Director of Fiscal Services

EXHIBIT “A”

(INSERT CONSULTANT’S PROPOSAL)



2647 Gateway Road, Suite #105-300, Carlsbad, CA 92009 - Ph (760) 683-5200
 AllAmericanInspectionInc.com

PROPOSAL
DSA INSPECTION SERVICES

March 21, 2025

Beaumont Unified School District
 350 W Brookside Avenue, PO Box 187
 Beaumont, CA 92223-0187

Attention: Ms. Ana Gonzalez, Director of Facilities Planning
 RE: DSA In-Plant Inspection Proposal
 Project: Mountain View Middle School – Relocatable Buildings, DSA #04-124446

I am respectfully submitting my proposal for In-Plant inspection services relating to your relocatable building project that will be manufactured at Silver Creek Modular in Perris, CA.

DSA IN-PLANT INSPECTION SERVICE	
PLANT MANUFACTURE: SCM #11609	
<u>No. & Size of Buildings</u>	<u>Inspection Fee per Building-Flat Rate</u>
DSA In-plant Inspector of Record Service	
2 – 48 x 40 Modular Classroom Buildings	\$5,000.00 per building x 2 \$10,000.00
1 – 12 x 40 Modular Restroom Building	\$5,000.00 per building x 1 \$ 5,000.00
Total Cost Not to Exceed:	\$15,000.00

*All required material testing including complete inspection of foundation embeds must be performed by a DSA approved lab, not by the IOR. Any work pre-fabricated/cut elsewhere must be inspected by the Lab of Record.

Respectfully Submitting,

Stacey Douglas

Accepted by:	Date: / /
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CONSULTANT SERVICES AGREEMENT

(SPECIAL INSPECTION AND/OR TESTING SERVICES)
(BEFORE RELEASE OF CONTRACT TO CONSULTANT, PRIOR APPROVAL BY DEPARTMENT ADMINISTRATION)

This AGREEMENT is made and entered into this 23 day of April in the year 2025 (“EFFECTIVE DATE”), by and between the BEAUMONT UNIFIED SCHOOL DISTRICT, hereinafter referred to as (the “DISTRICT”), and All American Inspection, Inc., hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, the DISTRICT requires specialized inspection and/or testing services for San Gorgonio Middle School Growth Buildings, located within the DISTRICT (hereinafter referred to as the “PROJECT”);

WHEREAS, CONSULTANT shall at all times be qualified and approved by the Division of the State Architect (“DSA”) and shall at all times maintain proper qualifications, to perform the duties of and act as a testing laboratory and/or special inspector on school building construction projects and to perform the services required by this AGREEMENT; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide its specialized testing and inspection services to the DISTRICT on the terms hereinafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I **SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT**

1. Services to be Provided by the CONSULTANT. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the special inspection and/or testing services necessary to complete the PROJECT as required by the DSA approved Construction Documents and this AGREEMENT. The CONSULTANT’s basic services shall include those services set forth in this AGREEMENT as well as those services articulated in the CONSULTANT’s proposal which shall be attached hereto and incorporated herein as EXHIBIT “A” (the CONSULTANT’s “PROPOSAL”). In the event of a discrepancy, inconsistency, conflict or other difference between the terms of the CONSULTANT’s PROPOSAL with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and be controlling.

2. CONSULTANT’s Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity

of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such 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 hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

c. If applicable, CONSULTANT shall be properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall perform all special inspections and testing services in conformance with the PROJECT's DSA approved Construction Documents, applicable codes and code references. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

2. The CONSULTANT shall obtain a copy of the Construction Documents that were approved by the DSA for the completion of the PROJECT including, but not limited to, the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103), from the Design Professional in General Responsible Charge of the PROJECT (the "Architect/Engineer") prior to the commencement of construction on the PROJECT and shall maintain a copy of the approved DSA 103 form in the CONSULTANT's Project File for the duration of the PROJECT. The CONSULTANT shall thoroughly review and evaluate the approved DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

3. The CONSULTANT shall meet with the Project Inspector, the Architect/Engineer, Structural Engineer and the DISTRICT as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the special inspection and testing program required by the DSA approved Construction Documents for the PROJECT and this AGREEMENT.

4. The CONSULTANT shall prepare and submit an Interim Verified Report to the DSA, and provide a copy of such report to the Project Inspector for each of the applicable sections of the Project Inspection Cards (Form DSA 152), that are required for the completion of the

PROJECT, when such sections require special inspections and/or testing prior to the Project Inspector's approval and sign off. The applicable sections of the Project Inspection Cards are as follows:

- (a) Initial Site Work and Foundations Preparation;
- (b) Vertical and Horizontal Framing;
- (c) Appurtenances;
- (d) Finish Site Work and Other Work;
- (e) Final

5. The CONSULTANT shall submit a signed Verified Report to the DSA, and provide a copy of such report to the Project Inspector, the Architect/Engineer, the Structural Engineer and the DISTRICT upon any of the following events:

- a. Within fourteen (14) days of the completion of the CONSULTANT's special inspection and/or testing work;
- b. When work on the PROJECT is suspended for a period of more than one (1) month;
- c. When the services of the CONSULTANT are terminated for any reason prior to the completion of the PROJECT; and/or
- d. In the event the DSA requests a Verified Report.

6. If CONSULTANT's work involves the in-plant inspection of relocatable buildings that are being manufactured for placement on the PROJECT site, CONSULTANT shall obtain the Project Inspection Cards from the DSA or the Architect/Engineer, as applicable, that are needed for the in-plant inspection of such relocatable building(s). The CONSULTANT shall complete the Project Inspection Cards during the in-plant completion of the relocatable building(s) as required by Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The Consultant must provide the original Project Inspection Cards that are used for the in-plant inspection of the PROJECT's relocatable buildings to the Project Inspector at the time such relocatable buildings are delivered to the PROJECT site.

7. The CONSULTANT shall work under the technical direction and supervision of the Project Inspector or the Architect/Engineer as applicable. The CONSULTANT shall keep the Project Inspector, the Architect/Engineer, the Structural Engineer and the DISTRICT informed of all special inspections, testing and/or PROJECT related activities being performed by the CONSULTANT in order to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The CONSULTANT shall keep the Project Inspector, Architect/Engineer, Structural Engineer and the DISTRICT thoroughly informed as to the progress of the work by submitting detailed daily reports, in writing, to the Project Inspector which outline the work inspected and/or tested. The CONSULTANT shall submit the detailed daily reports to the Project Inspector on the same day the inspections, testing and/or PROJECT related activities are performed and shall provide the Architect/Engineer, Structural Engineer and the DISTRICT with a copy of such reports. The CONSULTANT shall

also submit daily special inspection reports in a timely manner to the Project Inspector so as not to delay the PROJECT. However, in no event shall the CONSULTANT submit a special inspection report to the Project Inspector later than fourteen (14) days from the date the special inspections are performed. The CONSULTANT shall provide a copy of each daily special inspection report to the Architect/Engineer, Structural Engineer and the DISTRICT on the day the original report is submitted to the Project Inspector.

8. In the event the CONSULTANT identifies construction and/or material deviations from the DSA approved Construction Documents in connection with the work being completed on the PROJECT, the CONSULTANT shall immediately issue a written report of such deviations to the DSA. The CONSULTANT shall provide a copy of each report to the Project Inspector, Architect/Engineer, Structural Engineer and the DISTRICT on the day the original report is submitted to the DSA.

9. If applicable, the CONSULTANT and any subcontractors (of any tier) performing work pursuant to this AGREEMENT must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of this AGREEMENT. CONSULTANT shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of this AGREEMENT and in no event shall CONSULTANT be granted increased payment from the DISTRICT a result of CONSULTANT's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this AGREEMENT and grounds for termination for cause. If applicable, the CONSULTANT and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the DISTRICT or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

ARTICLE III **TERMINATION**

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services

actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings, reports and/or other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to the CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Section 4 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.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

5. In the event the CONSULTANT is terminated, with or without cause, the CONSULTANT shall personally provide all the original Project Inspection Cards prepared or obtained by the CONSULTANT in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original Project Inspection Cards must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the CONSULTANT's termination. Under no circumstances shall the CONSULTANT withhold any original Project Inspection Cards related to the PROJECT upon the CONSULTANT's termination. The CONSULTANT shall be responsible for any delays on the PROJECT that arise out of the CONSULTANT's failure to provide the original Project Inspection Cards to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the CONSULTANT's termination, the CONSULTANT shall provide copies of all current Project Inspection Cards in the CONSULTANT's Project File to the DISTRICT along with any other DISTRICT PROPERTY as further described in Article IV below.

6. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration.

7. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE III OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES

BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE IV
REPORTS AND/OR OTHER DOCUMENTS

1. The Project Inspection Cards, reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter the "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days.

ARTICLE V
ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VI
COMPENSATION TO THE CONSULTANT

1. The DISTRICT shall compensate the CONSULTANT as follows:
 - a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in EXHIBIT "A", inclusive of reimbursable expenses, for performing the basic services required by this AGREEMENT subject to the limitations set forth herein this Article VI, Section 1(a). In no event shall the CONSULTANT's compensation exceed FIFTEEN THOUSAND Dollars (\$ 15,000.00) for performing all the basic services detailed in Article II and EXHIBIT "A". CONSULTANT shall invoice costs monthly for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation.
 - b. Invoices requesting payment for Additional Services performed in accordance with Article VII below must reflect the compensation approved by the

DISTRICT and include a copy of the DISTRICT’s written authorization. The DISTRICT’s prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services and no claim by the CONSULTANT for additional compensation related to Additional Services shall be valid absent such prior written approval by the DISTRICT to proceed with such Additional Services as required by Article VII.

ARTICLE VII
ADDITIONAL CONSULTANT SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT’s control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering any additional services. The DISTRICT may also require CONSULTANT to perform additional services which are, in the DISTRICT’s discretion, necessary. Compensation for all additional services shall be negotiated and approved in writing by the DISTRICT before CONSULTANT performs such additional services. CONSULTANT shall not be entitled to any compensation for performing additional services that are not previously approved by the DISTRICT in writing. Additional services shall include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.

c. If the DISTRICT requests additional shifts to complete the services articulated in Article II and EXHIBIT “A” where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT. The CONSULTANT’s compensation is expressly conditioned on the lack of fault of the CONSULTANT.

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT’s industry.

ARTICLE VIII
MISCELLANEOUS

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, and hold DISTRICT entirely harmless from all liability 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 subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by CONSULTANT in accordance with this AGREEMENT, 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 the DISTRICT.

d. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VIII, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence as set forth in Article VIII, Section 1(c) above, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings.

e. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

f. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of \$1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in Article VIII, Section 2(b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as

evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

3. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees. CONSULTANT shall fully defend and indemnify the DISTRICT from any claims, damages or any liability arising from or related to CONSULTANT or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

5. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE

PARTS DESCRIBING THE CONSULTANT’S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

9. Time is of the essence with respect to all provisions of this AGREEMENT.

10. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney’s fees.

11. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.

12. In accordance with California Education Code Section 17604, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

13. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

14. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONSULTANT:

All American Inspection, Inc.

By: *Stacey Douglas*
Title: President

DISTRICT:

Beaumont Unified School District

By: _____
Carmen Ordonez, Director of Fiscal Services

EXHIBIT “A”

(INSERT CONSULTANT’S PROPOSAL)



2647 Gateway Road, Suite #105-300, Carlsbad, CA 92009 - Ph (760) 683-5200
 AllAmericanInspectionInc.com

PROPOSAL
DSA INSPECTION SERVICES

March 21, 2025

Beaumont Unified School District
 350 W Brookside Avenue, PO Box 187
 Beaumont, CA 92223-0187

Attention: Ms. Ana Gonzalez, Director of Facilities Planning
 RE: DSA In-Plant Inspection Proposal
 Project: San Gorgonio Middle School – Relocatable Buildings, DSA #04-124447

I am respectfully submitting my proposal for In-Plant inspection services relating to your relocatable building project that will be manufactured at Silver Creek Modular in Perris, CA.

DSA IN-PLANT INSPECTION SERVICE		
PLANT MANUFACTURE: SCM #11608		
<u>No. & Size of Buildings</u>	<u>Inspection Fee per Building-Flat Rate</u>	
DSA In-plant Inspector of Record Service		
2 – 48 x 40 Modular Classroom Buildings	\$5,000.00 per building x 2	\$10,000.00
1 – 12 x 40 Modular Restroom Building	\$5,000.00 per building x 1	\$ 5,000.00
Total Cost Not to Exceed:		\$15,000.00

*All required material testing including complete inspection of foundation embeds must be performed by a DSA approved lab, not by the IOR. Any work pre-fabricated/cut elsewhere must be inspected by the Lab of Record.

Respectfully Submitting,

Stacey Douglas

Accepted by:	Date: / /
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CONSULTANT SERVICES AGREEMENT

(SPECIAL INSPECTION AND/OR TESTING SERVICES)
(BEFORE RELEASE OF CONTRACT TO CONSULTANT, PRIOR APPROVAL BY DEPARTMENT ADMINISTRATION)

This AGREEMENT is made and entered into this 23 day of April in the year 2025 (“EFFECTIVE DATE”), by and between the BEAUMONT UNIFIED SCHOOL DISTRICT, hereinafter referred to as (the “DISTRICT”), and All American Inspection, Inc., hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, the DISTRICT requires specialized inspection and/or testing services for Summerwind Trails School Growth Buildings, located within the DISTRICT (hereinafter referred to as the “PROJECT”);

WHEREAS, CONSULTANT shall at all times be qualified and approved by the Division of the State Architect (“DSA”) and shall at all times maintain proper qualifications, to perform the duties of and act as a testing laboratory and/or special inspector on school building construction projects and to perform the services required by this AGREEMENT; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide its specialized testing and inspection services to the DISTRICT on the terms hereinafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I **SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT**

1. Services to be Provided by the CONSULTANT. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the special inspection and/or testing services necessary to complete the PROJECT as required by the DSA approved Construction Documents and this AGREEMENT. The CONSULTANT’s basic services shall include those services set forth in this AGREEMENT as well as those services articulated in the CONSULTANT’s proposal which shall be attached hereto and incorporated herein as EXHIBIT “A” (the CONSULTANT’s “PROPOSAL”). In the event of a discrepancy, inconsistency, conflict or other difference between the terms of the CONSULTANT’s PROPOSAL with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and be controlling.

2. CONSULTANT’s Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity

of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such 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 hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

c. If applicable, CONSULTANT shall be properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall perform all special inspections and testing services in conformance with the PROJECT's DSA approved Construction Documents, applicable codes and code references. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

2. The CONSULTANT shall obtain a copy of the Construction Documents that were approved by the DSA for the completion of the PROJECT including, but not limited to, the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103), from the Design Professional in General Responsible Charge of the PROJECT (the "Architect/Engineer") prior to the commencement of construction on the PROJECT and shall maintain a copy of the approved DSA 103 form in the CONSULTANT's Project File for the duration of the PROJECT. The CONSULTANT shall thoroughly review and evaluate the approved DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

3. The CONSULTANT shall meet with the Project Inspector, the Architect/Engineer, Structural Engineer and the DISTRICT as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the special inspection and testing program required by the DSA approved Construction Documents for the PROJECT and this AGREEMENT.

4. The CONSULTANT shall prepare and submit an Interim Verified Report to the DSA, and provide a copy of such report to the Project Inspector for each of the applicable sections of the Project Inspection Cards (Form DSA 152), that are required for the completion of the

PROJECT, when such sections require special inspections and/or testing prior to the Project Inspector's approval and sign off. The applicable sections of the Project Inspection Cards are as follows:

- (a) Initial Site Work and Foundations Preparation;
- (b) Vertical and Horizontal Framing;
- (c) Appurtenances;
- (d) Finish Site Work and Other Work;
- (e) Final

5. The CONSULTANT shall submit a signed Verified Report to the DSA, and provide a copy of such report to the Project Inspector, the Architect/Engineer, the Structural Engineer and the DISTRICT upon any of the following events:

- a. Within fourteen (14) days of the completion of the CONSULTANT's special inspection and/or testing work;
- b. When work on the PROJECT is suspended for a period of more than one (1) month;
- c. When the services of the CONSULTANT are terminated for any reason prior to the completion of the PROJECT; and/or
- d. In the event the DSA requests a Verified Report.

6. If CONSULTANT's work involves the in-plant inspection of relocatable buildings that are being manufactured for placement on the PROJECT site, CONSULTANT shall obtain the Project Inspection Cards from the DSA or the Architect/Engineer, as applicable, that are needed for the in-plant inspection of such relocatable building(s). The CONSULTANT shall complete the Project Inspection Cards during the in-plant completion of the relocatable building(s) as required by Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The Consultant must provide the original Project Inspection Cards that are used for the in-plant inspection of the PROJECT's relocatable buildings to the Project Inspector at the time such relocatable buildings are delivered to the PROJECT site.

7. The CONSULTANT shall work under the technical direction and supervision of the Project Inspector or the Architect/Engineer as applicable. The CONSULTANT shall keep the Project Inspector, the Architect/Engineer, the Structural Engineer and the DISTRICT informed of all special inspections, testing and/or PROJECT related activities being performed by the CONSULTANT in order to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The CONSULTANT shall keep the Project Inspector, Architect/Engineer, Structural Engineer and the DISTRICT thoroughly informed as to the progress of the work by submitting detailed daily reports, in writing, to the Project Inspector which outline the work inspected and/or tested. The CONSULTANT shall submit the detailed daily reports to the Project Inspector on the same day the inspections, testing and/or PROJECT related activities are performed and shall provide the Architect/Engineer, Structural Engineer and the DISTRICT with a copy of such reports. The CONSULTANT shall

also submit daily special inspection reports in a timely manner to the Project Inspector so as not to delay the PROJECT. However, in no event shall the CONSULTANT submit a special inspection report to the Project Inspector later than fourteen (14) days from the date the special inspections are performed. The CONSULTANT shall provide a copy of each daily special inspection report to the Architect/Engineer, Structural Engineer and the DISTRICT on the day the original report is submitted to the Project Inspector.

8. In the event the CONSULTANT identifies construction and/or material deviations from the DSA approved Construction Documents in connection with the work being completed on the PROJECT, the CONSULTANT shall immediately issue a written report of such deviations to the DSA. The CONSULTANT shall provide a copy of each report to the Project Inspector, Architect/Engineer, Structural Engineer and the DISTRICT on the day the original report is submitted to the DSA.

9. If applicable, the CONSULTANT and any subcontractors (of any tier) performing work pursuant to this AGREEMENT must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of this AGREEMENT. CONSULTANT shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of this AGREEMENT and in no event shall CONSULTANT be granted increased payment from the DISTRICT a result of CONSULTANT's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this AGREEMENT and grounds for termination for cause. If applicable, the CONSULTANT and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the DISTRICT or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

ARTICLE III **TERMINATION**

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services

actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings, reports and/or other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to the CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Section 4 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.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

5. In the event the CONSULTANT is terminated, with or without cause, the CONSULTANT shall personally provide all the original Project Inspection Cards prepared or obtained by the CONSULTANT in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original Project Inspection Cards must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the CONSULTANT's termination. Under no circumstances shall the CONSULTANT withhold any original Project Inspection Cards related to the PROJECT upon the CONSULTANT's termination. The CONSULTANT shall be responsible for any delays on the PROJECT that arise out of the CONSULTANT's failure to provide the original Project Inspection Cards to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the CONSULTANT's termination, the CONSULTANT shall provide copies of all current Project Inspection Cards in the CONSULTANT's Project File to the DISTRICT along with any other DISTRICT PROPERTY as further described in Article IV below.

6. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration.

7. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE III OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES

BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE IV
REPORTS AND/OR OTHER DOCUMENTS

1. The Project Inspection Cards, reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter the "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days.

ARTICLE V
ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VI
COMPENSATION TO THE CONSULTANT

1. The DISTRICT shall compensate the CONSULTANT as follows:
 - a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in EXHIBIT "A", inclusive of reimbursable expenses, for performing the basic services required by this AGREEMENT subject to the limitations set forth herein this Article VI, Section 1(a). In no event shall the CONSULTANT's compensation exceed TWELVE THOUSAND FIVE HUNDRED Dollars (\$ 12,500.00) for performing all the basic services detailed in Article II and EXHIBIT "A". CONSULTANT shall invoice costs monthly for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation.
 - b. Invoices requesting payment for Additional Services performed in accordance with Article VII below must reflect the compensation approved by the

DISTRICT and include a copy of the DISTRICT’s written authorization. The DISTRICT’s prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services and no claim by the CONSULTANT for additional compensation related to Additional Services shall be valid absent such prior written approval by the DISTRICT to proceed with such Additional Services as required by Article VII.

ARTICLE VII
ADDITIONAL CONSULTANT SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT’s control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering any additional services. The DISTRICT may also require CONSULTANT to perform additional services which are, in the DISTRICT’s discretion, necessary. Compensation for all additional services shall be negotiated and approved in writing by the DISTRICT before CONSULTANT performs such additional services. CONSULTANT shall not be entitled to any compensation for performing additional services that are not previously approved by the DISTRICT in writing. Additional services shall include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.

c. If the DISTRICT requests additional shifts to complete the services articulated in Article II and EXHIBIT “A” where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT. The CONSULTANT’s compensation is expressly conditioned on the lack of fault of the CONSULTANT.

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT’s industry.

ARTICLE VIII
MISCELLANEOUS

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, and hold DISTRICT entirely harmless from all liability 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 subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by CONSULTANT in accordance with this AGREEMENT, 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 the DISTRICT.

d. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VIII, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence as set forth in Article VIII, Section 1(c) above, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings.

e. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

f. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of \$1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in Article VIII, Section 2(b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as

evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

3. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees. CONSULTANT shall fully defend and indemnify the DISTRICT from any claims, damages or any liability arising from or related to CONSULTANT or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

5. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE

PARTS DESCRIBING THE CONSULTANT’S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

9. Time is of the essence with respect to all provisions of this AGREEMENT.

10. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney’s fees.

11. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.

12. In accordance with California Education Code Section 17604, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

13. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

14. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONSULTANT:

All American Inspection, Inc. _____

By: Stacey Douglas
Title: President

DISTRICT:

Beaumont Unified School District

By: _____
Carmen Ordonez, Director of Fiscal Services

EXHIBIT “A”

(INSERT CONSULTANT’S PROPOSAL)



2647 Gateway Road, Suite #105-300, Carlsbad, CA 92009 - Ph (760) 683-5200
 AllAmericanInspectionInc.com

PROPOSAL
DSA INSPECTION SERVICES

March 21, 2025

Beaumont Unified School District
 350 W Brookside Avenue, PO Box 187
 Beaumont, CA 92223-0187

Attention: Ms. Ana Gonzalez, Director of Facilities Planning
 RE: DSA In-Plant Inspection Proposal
 Project: Summerwind Trails – Relocatable Buildings, DSA #04-124448

I am respectfully submitting my proposal for In-Plant inspection services relating to your relocatable building project that will be manufactured at Silver Creek Modular in Perris, CA.

DSA IN-PLANT INSPECTION SERVICE		
PLANT MANUFACTURE: SCM #11607		
<u>No. & Size of Buildings</u>	<u>Inspection Fee per Building-Flat Rate</u>	
DSA In-plant Inspector of Record Service		
1 – 24 x 40 Modular Classroom Building	\$2,500.00 per building x 1	\$2,500.00
1 – 48 x 40 Modular Classroom Building	\$5,000.00 per building x 1	\$5,000.00
1 – 12 x 40 Modular Restroom Building	\$5,000.00 per building x 1	<u>\$5,000.00</u>
Total Cost Not to Exceed:		\$12,500.00

*All required material testing including complete inspection of foundation embeds must be performed by a DSA approved lab, not by the IOR. Any work pre-fabricated/cut elsewhere must be inspected by the Lab of Record.

Respectfully Submitting,

Stacey Douglas

Accepted by:	Date: / /
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BEAUMONT UNIFIED SCHOOL DISTRICT
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made effective on April 23, 2025 by and between Optimized Entertainment 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 Scope of Work, attached.
- In the Proposal/Quote/Estimate, attached:

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 April 23, 2025 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 \$ \$1,025.00 --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 sub consultant’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:
\$1,000,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
\$5,000,000 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 \$5,000,000 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 \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000.

_____ 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:

- Scope of Work/Proposal/Quote/Estimate
- Insurance Documentation
- Certification by Consultant Criminal Records Check (required if working with students)
- W-9 form (company name must be same as the Consultant)
- Professional License (if license is required to render services)
- 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:

Optimized Entertainment

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

Name

29505 Poppy Meadow Street, Canyon Country, CA 91387

Address, City, State and Zip

Tim Jennings 4/8/25

Signature

Date

Tim Jennings, Owner

Signature

Date

Carmen Ordonez, Director of Fiscal Services

Signer's Full Name and Title

(661-373-6770)

Signer's Full Name and Title

Phone

Tim@TrickyTim.com

Email

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

(Note: Document must be completed and signed whenever an individual is in proximity to students during services being provided to the District.)

To the Board of Trustees of Beaumont Unified School District:

I, Tim Jennings (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 April 23, 2025 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 "A", 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 Canyon Country, California on 04/08/2025
Date

Tim Jennings
Signature

Tim Jennings
Typed or printed name

Owner
Title

29505 Poppy Meadow St. Canyon Country, CA 91387

Address, City, State and Zip

(661) 373-6770
Telephone

EXHIBIT "A"

List of Individuals Who May Come into Proximity with Students

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

N/A

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

- General Liability**
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- (Check if Required) Automobile Liability** (If driving on District property)
Including *Hired & Non-Owned Auto Coverage, \$1,000,000 per occurrence (Not transporting students), \$5,000,000 per occurrence (Transporting students), for bodily injury and property damage.*

- (Check if Required) Cyber Liability**
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- (Check if Required) Professional Liability**
Only if providing specialty License: Doctor, Nurse, etc.
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage. If you have a specialty license, a copy of the license is required.

- (Check if Required) Sexual Abuse & Molestation / Misconduct Liability** (If potentially will be the only adult with pupil)
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- Workers Compensation / Employer's Liability** (Unless vendor has no employees)
California Statutory Benefits, plus With limits of not less than \$1,000,000 employer's liability for each accident, bodily injury by disease and bodily injury by accident.

Certificate Holder

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

Endorsements Required

These endorsements are additional pages that must be attached to the certificate.

Must either name *Beaumont Unified School District, its Board, officers, agents and employees* or be a blanket endorsement applicable "when required by written contract or agreement".

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

Tricky Tim Performance Agreement



Dear Kirstin,

Thank you for inviting me to share my magic and fun with your school! I'm excited and looking forward to meeting you and your students. Please review this Agreement and fill in any information that applies. If you have any questions, please feel free to give me a call at 661-373-6770, or email at Tim@TrickyTim.com. You can easily sign this agreement using the button at the bottom. Thanks!

- Tricky Tim

Client: Kirstin Gurlue

School : Palm Innovation Academy

School Address: 751 Palm Avenue, Beaumont, CA 92223, United States

Email: kgurule@beaumontusd.k12.ca.us

Phone: (951) 845-9579 Ext. 134100

Approximate # of students in each show:

Show Date : Wednesday, May 28, 2025

Time Show begins: 8:30 am and 10:30 am

(Please plan to have students begin moving to the show location with sufficient time to be seated and ready to begin by this time. The show lasts about 55 minutes and if we start on time, we should end on time.)

Tricky Tim will arrive to begin setting up about ONE HOUR prior to your first show time. It is preferable that he can set up in a room or space that does not have children present for the 60 minutes before and 45 minutes after the show.

Address of event if different than address above:

Instructions for accessing school or venue:

Cost of Tricky Tim's Appearance: \$1,025

(\$800 for the first show. \$225 for additional performances of the same show on the same day.)

Cost of Travel and/or lodging: N/A

(\$.50 a mile after the first 100 miles round trip. Lodging at \$85 per night)

Payment of Fee - Due on the day of the show

Client will pay to the Performer the outstanding balance in the form of cash, check, or online invoice payment. If paying by check, please make out to Optimized Entertainment (mailing address: 29505 Poppy Meadow Street, Santa Clarita, CA 91387).

Recording of the Performance - Recording or transmitting of the Performance by anyone through any means whatsoever will be permitted. The Client has permission to record and photograph the show and use it for personal use. Clients may not post videos of the entire show online, but are welcome to post short video clips and photos online as they desire. Tricky Tim also has permission to record the show and use the video or photos for marketing purposes.

Cancellation: Purchaser may cancel their show prior to 14 days before the show date with no penalty. Cancellation 14 days or less before the show date is done with the understanding that a \$150 cancellation fee will apply. If Client must cancel performance on the day of the performance, client agrees to pay Tricky Tim the full price of the appearance and performance. Client acknowledges that by booking this show, they are engaging Tricky Tim's time for the show date, as Tim is reserving this time for the client. The Performer reserves the right to cancel this Agreement without obligation upon notice to the Purchaser prior to the time of the performance with the sole remedy to the Client of refunding any deposits, retainer fees, or payments made. In the event Tricky Tim is unable to perform for reasons outside his control, performer will do all in his power to find a substitute magician or entertainer acceptable to Client or provide similar entertainment on a future date, however Tricky Tim makes no guarantees of his ability to find other entertainment for the event.

Overtime - If his schedule permits, Tricky Tim will do his best to accommodate the Client and be flexible in the start time of the performance up to 20 minutes late. Performer will charge \$30 per hour to extend the time of the performance beyond that time. Depending on other bookings, Tricky Tim may or may not be able to extend the performance time.

Performance Area/Sound - Tricky Tim will provide appropriate sound system required to facilitate the Performance. Client will provide an INDOOR performance space that is at least 12 feet wide x 10 feet deep with adequate additional room for the students to sit on the floor or in chairs or bleachers in front of the "stage" area. Tricky Tim can work in most spaces, but these approximate dimensions help to make the show most effective for the audience.

Please check here to confirm you have an indoor space for the Performance.

Insurance - Performer warrants and represents that he has, or will obtain, sufficient personal injury and property damage liability insurance to protect against any harm or damages that may occur as a result of the activities of

the Performer in relation to the Performance.

No dates or times are held or reserved until this agreement has been signed.

Thanks so much!!! I am looking forward to your show. If you have any questions, feel free to give me a call at (661) 373-6770.

- Tricky Tim

To indicate your acceptance of the above, sign electronically below.

KIRSTIN GURLUE

TRICKY TIM

Tricky Tim

✓ **Signed Mar 7th, 2025**



QUOTE for: Tricky Tim at Palm Innovation Academy 2025!



From
Optimized Entertainment

To
Palm Innovation Academy
Kirstin Gurlue
751 Palm Avenue
Beaumont, CA 92223

Quote 6917676
Issued March 27, 2025

ITEM	QUANTITY	PRICE	TOTAL
 <p>Tricky Tim's "You've Got Magic!" School Assembly Show</p> <p>Premium school assembly magic show featuring age appropriate magic and comedy, the appearance of live animals, educational messages woven throughout the program, and audience interaction. Fully self-contained setup, so no additional equipment needs to be provided. All setup, teardown, and travel time included.</p>	1	\$800.00	\$800.00
 <p>Special Rate Same-Day Additional Show</p> <p>Discounted rate for additional assembly show on same day. All the same quality magic, interaction, and fun, but at a special rate to allow for multiple programs better customized to each age range.</p>	1	\$225.00	\$225.00

****Date/Time Information****

0

\$0.00

\$0.00

Two assemblies scheduled for Wednesday May 28th from 8:30-9:25am and 10:30-11:25am at Palm Innovation Academy, 751 Palm Ave, Beaumont CA 92223. Payment due on date of assemblies.

Subtotal: \$1,025.00

Tax: \$0.00

Total: \$1,025.00

To indicate your acceptance of the above, sign electronically below.

Type your name



BEAUMONT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made effective on April 23, 2025 by and between Shaw Integrated Solutions 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 Scope of Work, attached.
- In the Proposal/Quote/Estimate, attached:

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 April 23, 2025 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 \$ 128,988.89 --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 sub consultant’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:
\$1,000,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
\$5,000,000 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 \$5,000,000 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 \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000.

_____ 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.

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

- Scope of Work/Proposal/Quote/Estimate
- Insurance Documentation
- Certification by Consultant Criminal Records Check (required if working with students)
- W-9 form (company name must be same as the Consultant)
- Professional License (if license is required to render services)
- Other:

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CONSULTANT:

DISTRICT:

 Name
 P.O. Box 748552, Atlanta, GA 30384-8552

 Address, City, State and Zip

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

 Signature Date

 Signature Date

 Signer’s Full Name and Title
 (706) 217-3476

 Signer’s Full Name and Title
 Carmen Ordonez, Director of Fiscal Services

 Phone
 stephanie.langford@shawinc.com

 Email

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

(Note: Document must be completed and signed whenever an individual is in proximity to students during services being provided to the District.)

To the Board of Trustees 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 April 23, 2025 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 "A", 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, City, State and Zip

Telephone

EXHIBIT "A"

List of Individuals Who May Come into Proximity with Students

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

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

- General Liability**
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- (Check if Required) Automobile Liability** (If driving on District property)
Including Hired & Non-Owned Auto Coverage,
*\$1,000,000 per occurrence (Not transporting students),
\$5,000,000 per occurrence (Transporting students), for bodily injury and property damage.*

- (Check if Required) Cyber Liability**
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- (Check if Required) Professional Liability**
Only if providing specialty License: Doctor, Nurse, etc.
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage. If you have a specialty license, a copy of the license is required.

- (Check if Required) Sexual Abuse & Molestation / Misconduct Liability** (If potentially will be the only adult with pupil)
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- Workers Compensation / Employer's Liability** (Unless vendor has no employees)
*California Statutory Benefits, plus
With limits of not less than \$1,000,000 employer's liability for each accident, bodily injury by disease and bodily injury by accident.*

Certificate Holder

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

Endorsements Required

These endorsements are additional pages that must be attached to the certificate.
Must either name *Beaumont Unified School District, its Board, officers, agents and employees* or be a blanket endorsement applicable "when required by written contract or agreement".

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

Proposal Submitted To Beaumont USD		Attention James Hickman		Phone () -		Fax () -		Date 02/14/25	
Proposal Name Brookside ES - Original Cpt Rooms Replacement				Job Name Brookside ES				Job # 189780	
Street 38755 Brookside Ave				Job Street 38755 Brookside Ave				Proposal ID 215017	
City, State and Zip Cherry Valley, CA 92223--424		Architect Sourcewell	Date of Plans	Add #	Job City, State and Zip Cherry Valley, CA 92223--424		Customer Job # 40648	Customer PO None	

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Achieve Tile	00594/Accomplish	1,413.33	SY	\$26.92	\$38,046.84
Walk Right In II EcoWorx Tile 24" x 24"	00590/Charcoal	128.00	SY	\$43.78	\$5,603.84
Crossover LL 20 Mil Resilient Plank 7" x 48"	00500/Haze	3,619.25	SF	\$3.42	\$12,377.84
Shaw Patcraft Rubber Cove Stick 4" 1/8"	00001/Carbon	26.00	Carton	\$91.91	\$2,389.66
4252 Resilient Adhesive 4 Gal Pail / 291PC	00001/4 Gal Pail	16.00	Each	\$160.94	\$2,575.04
Cove Base Adhesive -1 Gallon		13.00	Gal	\$23.01	\$299.13
Carpet Demolition (standard)		1,412.00	SY	\$3.00	\$4,236.00
Carpet Disposal		1,412.00	Each	\$3.69	\$5,210.28
Carpet Tile Installation		1,412.00	SY	\$7.39	\$10,434.68
4" Vinyl Base Installation (excludes materials)		3,120.00	LF	\$1.72	\$5,366.40
Floor Prep		88.00	Each	\$86.90	\$7,647.20
Furniture Removal and Replacement		72.00	SY	\$86.90	\$6,256.80
LVT/VCT Demolition (standard)		3,619.00	SF	\$0.57	\$2,062.83
LVT/VCT Disposal		3,619.00	Each	\$0.57	\$2,062.83
Skimcoat - Labor & Material		3,619.00	Each	\$0.85	\$3,076.15
LVT Installation (no pattern; excludes materials)		3,619.00	SF	\$1.42	\$5,138.98
Open Market - Walk Off Carpet Tile Installation		128.00	Each	\$7.39	\$945.92
Open Market - Uzin 888 Floor Prep		96.00	Each	\$24.43	\$2,345.28
Open Market - 2-40 Yard Dumpsters		2.00	Each	\$1,051.13	\$2,102.26
Accrual and Remittance of Use tax imposed; see Comment, below.		1.00	Each	\$4,866.41	\$4,866.41
Freight		1.00	Each	\$3,659.46	\$3,659.46
California Carpet Assessment as required by AB 2398					\$2,285.06

Base Bid Total: \$128,988.89

Proposal Inclusions and Exclusions:

1. Sourcewell Contract# 061323-SII
2. Local Contact: Scott Stern (951) 897-1000 scott.stern@patcraft.com
3. Installation Vendor: Moore Flooring Inc.
4. Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address
5. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
6. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.



Proposal Inclusions and Exclusions:

- 7. Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products, and any plumbing work (removal of commodes, etc)..
- 8. Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will be notified and a price estimate for the completion of the additional work will be prepared.
- 9. All pricing is based on work being completed during normal working hours.
- 10. Shaw does not provide warranty for third party products provided by the subcontractor/installation provider.
- 11. SII License Numbers: AL 50787, AK 40319, AZ ROC300955/ROC300956, CA 1007317, ID RCE-39577/022829-AA-4, MT 216017, NV 0080544/0080545/0080546/0080547, NC 75663, NM 385848, ND 53106, NY 58-2240471C, OR 205839, RI 38919, TN 69109, UT 9531877-5501, VA 2705157974, WA SHAWIII853DO, WV WV054222
- 12. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
- 13. Shaw is not licensed as an asbestos abatement contractor. If asbestos is discovered at the jobsite, work shall cease immediately. Flooring Contractor/Subcontractor will not resume work until the asbestos has been sealed or abated through a certified asbestos abatement contractor.
- 14. Please email your Purchase Order to Stephanie Langford at stephanie.langford@shawinc.com to initiate the order process. A purchase order is required before materials can be shipped.
- 15. Remit to Address: SHAW INTEGRATED SOLUTIONS PO Box 748552 Atlanta, GA 30384-8552

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: <u>Stephanie Langford</u>	Stephanie Langford	<u>\$128,988.89</u>
	Email: stephanie.langford@shawinc.com	

Conditions of Proposal:

- 1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Shaw Industries Group, Inc. will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
- 2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2.5% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw Industries Group, Inc.'s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
- 3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
- 4. Prior to commencement of Shaw Industries Group, Inc.'s work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Shaw Industries Group, Inc., including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw Industries Group, Inc.'s work, then Customer shall provide Shaw Industries Group, Inc. with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
- 5. All work is contingent upon strikes, accidents or delays beyond Shaw Industries Group, Inc.'s control. Customer shall carry insurance for all hazards, including fire. Shaw Industries Group, Inc.'s workers are fully covered by Worker's Compensation and Liability Insurance.
- 6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw Industries Group, Inc. of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw Industries Group, Inc. harmless from any damage, claim, loss, expense and attorney fees related to Shaw Industries Group, Inc.'s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
- 7. Shaw Industries Group, Inc. is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Shaw Industries Group, Inc. to participate in such programs may result in additional costs.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.

Customer: Beaumont USD **Signed:** _____ **Date:** _____

**Solicitation Number: 061323****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Shaw Integrated and Turf Solutions, Inc., 616 E. Walnut Ave., Dalton, GA 30721 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Flooring Materials with Related Supplies and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires August 9, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and, subject to the applicable generally published manufacturer's limited product warranty, are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUPPLIER MAKES NO OTHER WARRANTIES FOR ANY EQUIPMENT, PRODUCTS, SERVICES, OR MATERIALS PROVIDED UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered

Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity. Unless exempt, Participating Entity shall be responsible for all applicable taxes arising from the provision of Products, Equipment, or Services under this Contract.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, Service or price changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. Sourcewell's approval of such requests shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, all Equipment, Product, and/or Service prices are subject to immediate increase without limitation in the event of material change to applicable duties, taxes, tariffs, similar charges, or other government action. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will use commercially reasonable efforts to encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Participating Entities and/or their authorized purchasing agent, contractor, or similar designee shall be solely responsible for noting the applicable Sourcewell contract number on all purchase orders. Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter, less any applicable taxes, freight, fees and discounts and less amounts attributable to any Services, freight, delivery installation, unpaid invoices, returned Products or materials, or credits issued. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcwell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Supplier shall not be liable

hereunder for any indirect or consequential damages of any nature whatsoever, even if advised of the possibility thereof.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Each party must return all marketing and promotional materials, including signage, provided by the other party, or dispose of it according to the other party's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have sixty (60) calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less

broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for products liability-completed operations
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier’s security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this

Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to

laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcwell, and Participating Entity as soon as possible if this Contract or any aspect related to

the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Shaw Integrated and Turf Solutions, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/4/2023 | 2:10 PM CDT

DocuSigned by:
James L. Kirkpatrick
D88140FCEE7242B...
By: _____
James L. Kirkpatrick
Title: Vice President
Date: 8/7/2023 | 4:23 AM PDT

Approved:

DocuSigned by:

48BAF71B0894454...
By: _____
Chad Coquette
Title: Executive Director/CEO
8/7/2023 | 6:57 AM CDT
Date: _____

RFP 061323 - Flooring Materials, with Related Supplies and Services

Vendor Details

Company Name: Shaw Integrated and Turf Solutions, Inc.
Does your company conduct business under any other name? If yes, please state: Shaw Integrated Solutions
Address: 616 E. Walnut Ave.
Dalton, Georgia 30721
Contact: Nick Peters
Email: nick.peters@shawinc.com
Phone: 202-315-8162
HST#: 874486016

Submission Details

Created On: Thursday May 11, 2023 09:00:03
Submitted On: Tuesday June 13, 2023 08:17:35
Submitted By: Nick Peters
Email: nick.peters@shawinc.com
Transaction #: fce40d84-f674-46db-b1b3-92744fe5d2fc
Submitter's IP Address: 136.226.3.98

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Shaw Integrated and Turf Solutions, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not applicable
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not applicable
4	Provide your CAGE code or Unique Entity Identifier (SAM):	4BU82
5	Proposer Physical Address:	616 E Walnut Ave. Dalton, GA 30721
6	Proposer website address (or addresses):	www.shawcontract.com www.patcraft.com www.philadelphiacommercial.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James L. Kirkpatrick Vice President jim.kirkpatrick@shawinc.com 706-532-2913
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nick Peters VP of Healthcare and Public Sector Global Accounts Nick.peters@shawinc.com 202-315-8162
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Lindsay Waters Government & Education Business Solutionist - Shaw Integrated Solutions lindsay.waters@shawinc.com 770-276-7504

Table 2A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response
10	Provide a detailed description of the products, and services that you are offering in your proposal.	<p>We offer a variety of products to you including:</p> <ul style="list-style-type: none"> - Carpet tile - Broadloom - LVT - Resilient sheet - Engineered hardwood - Ceramic tile - Porcelain tile - Flooring hybrids - Rugs - Walk-off mats - Accessories and Adhesives <p>Additionally, we provide you with seamless turnkey services through our project management division, Shaw Integrated Solutions (SIS). They have managed more than 150,000 projects since the division's inception in 2001. Through this group, you will be assigned a single point of contact who will manage your orders, shipments, inventory and reporting.</p>
11	What levels of service (material only, turnkey, other) are being proposed?	We will provide you with material and turnkey labor services through our project management division, Shaw Integrated Solutions.
12	Does the response include installation services?	Yes.
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	Please see below responses.
14	How does the Participating Entity select an installer?	<p>We partner with an installer based on their level of service and performance quality. Shaw has a diverse portfolio of installation providers from various socio-economic statuses. In order to continuously support new business and meet the needs of our customers, we frequently add new installation partners to our portfolio.</p> <p>Shaw's installation providers are required to have the following:</p> <ul style="list-style-type: none"> • Active insurance policy with minimum coverage requirements • Warranty on labor • Jobsite code of conduct • E-verification of employees
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	<p>Shaw's installation services are managed by Shaw Integrated Solutions (SIS). SIS works with more than 500 installation providers across the country. SIS makes every effort to partner with installation providers that have established relationships with the end user. Prior to utilizing the installation provider, they are thoroughly vetted by SIS. Each installation provider must certify their strict compliance with Shaw's installation instructions and Carpet & Rug Institute (CRI) guidelines. The CRI guidelines are the industry's gold standard for commercial carpet installation. Each installation provider is required to have a minimum of five years of experience in commercial carpet installation. They are also required to obtain any government licenses, permits, certificates and approvals necessary for the performance of this contract. All installation providers are required to maintain current insurance coverage, comply with E-Verify requirements & must provide SIS with current contractor license numbers and expiration dates (as applicable) on each proposal submitted to SIS for service under the contract.</p>
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	We aim to make purchasing and project completion easy for your members. We can service Sourcewell members without needing additional paperwork by utilizing our SIS division. SIS will internally manage the completion of proper documents for our installation partners and authorized sellers. Examples of these forms are attached.

Table 2B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of products or services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
17	Resilient	<input checked="" type="radio"/> Yes <input type="radio"/> No	
18	Ceramic	<input checked="" type="radio"/> Yes <input type="radio"/> No	Shaw's ceramic flooring offering will be available in 2024.
19	Porcelain Tile	<input checked="" type="radio"/> Yes <input type="radio"/> No	Shaw's porcelain flooring offering will be available in 2024.
20	Wood	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer engineered wood.
21	Hardwood	<input type="radio"/> Yes <input checked="" type="radio"/> No	
22	Laminate	<input type="radio"/> Yes <input checked="" type="radio"/> No	We offer commercial grade resilient LVT
23	Rubber	<input type="radio"/> Yes <input checked="" type="radio"/> No	
24	Vinyl	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer commercial grade resilient LVT.
25	Broadloom	<input checked="" type="radio"/> Yes <input type="radio"/> No	
26	Carpet Tile	<input checked="" type="radio"/> Yes <input type="radio"/> No	
27	Epoxy	<input type="radio"/> Yes <input checked="" type="radio"/> No	
28	Flooring hybrids	<input checked="" type="radio"/> Yes <input type="radio"/> No	
29	Floor mats	<input checked="" type="radio"/> Yes <input type="radio"/> No	
30	Rugs	<input checked="" type="radio"/> Yes <input type="radio"/> No	
31	Supplies related to the removal, installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	<input checked="" type="radio"/> Yes <input type="radio"/> No	
32	Services related to the removal (including take back and recycling), installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	<input checked="" type="radio"/> Yes <input type="radio"/> No	

Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
33	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 4: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *

34	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We value the buying power of Sourcewell and that value is reflected in the pricelist we created. It includes line-item discounts generated to be competitive while delivering the best value to the member. To simplify our extensive offering, we have created a special price list that is easy for you and your members to understand that includes columns for the list price, the discount, and the member price. Additionally, we have included the product name and style number but not a specific SKU; a SKU would be specific to the selected color, and there is no price change based on color.	*
35	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	Shaw works with more than 500 flooring installation providers nationwide to provide turnkey services for our customers. We communicate with our installation providers on a regular basis to ensure that we are providing our customers with labor rates which are both competitive in the local market and sustainable for our installation providers. We have divided the country into 5 distinct regions to provide competitive, local labor rates for all of the customers within any given region. Our labor rates are based on the unit of measure for each individual service required for a job. We work with our installation providers to ensure that the unit-based pricing meets any hourly prevailing wage requirements. In the event where prevailing wage requirements exceed the maximum labor rates on the contract, we have a supplemental benefits line to compensate the installation providers any difference to meet their prevailing wage requirements.	
36	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Your proposed products are priced with a percentage discount from list price. The percentage discount range is 17.73-39.41%	*
37	Describe any quantity or volume discounts or rebate programs that you offer.	Our pricing contains a 17.73-39.41% discount range. Additionally, volume discounts may be considered case by case.	*
38	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	At Shaw, we strive to meet our client's ever-changing demands. Sometimes this means we must find innovative solutions, products, and services to complete a project. If Shaw or SIS does not have a viable solution, we will work diligently with our service partner to source one. In this case, we would offer a cost-plus model to stay within fair market value.	*
39	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>The proposed pricing is not inclusive of use tax which is imposed upon the contractor for turnkey installation as this can vary depending on the project location. For these projects, Shaw will seek reimbursement of the use tax paid from the Participating Entity.</p> <p>Additionally, Accessorial Fees are required additional freight charges that can be applied for any of the following reasons:</p> <ul style="list-style-type: none"> ● Residential Delivery - \$300.00 + Standard Freight Charges ● Job Site Fees - \$75.00 + Standard Freight Charges ● Liftgate - \$75.00 + Standard Freight Charges ● Pallet Jack - \$75.00 + Standard Freight Charges ● Redelivery - \$75.00 + Standard Freight Charges ● Storage Fees - \$10.00 per piece/roll/tube/pallet per week after 2 weeks (10 business days) in warehouse. <p>Job Site Fees A job site fee will be charged for any non-standard delivery. These charges will be applied as follows: \$75.00 will be charged for the initial delivery. Additional fees of \$55.00 per hour could apply if the delivery is delayed and will be left to the discretion of the regional distribution center management.</p> <ul style="list-style-type: none"> ● Examples: New construction, apartment complexes, hotels, restaurants, etc. 	*
40	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>The cost of freight is not included in the provided material prices. Freight is calculated per unit of measure based on the following parameters:</p> <ul style="list-style-type: none"> • Truckload or Less-than-a-Truckload per shipment • Location (zip code) • Delivery dates • Base rate with fuel surcharge or fixed fee • If fixed fee, length of time rates is to be held 	*

41	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shaw uses partner carriers to deliver to Hawaii, Alaska, and Canada. For Hawaii customers, our Los Angeles distribution center delivers the product to our partner's dock and is shipped twice a week. For Alaska customers, our Seattle distribution center delivers the product to our partner's dock and ships twice weekly to Alaska. Shaw ships to Canada daily from our North Georgia hub distribution centers using our core partner carrier, which has terminals in all major cities in Canada.	*
42	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If an area is determined to not be accessible with a Shaw truck, the Shaw RDC can set up a "hot shot" carrier which is a smaller box truck for an additional cost to the customer. Expedited deliveries can be arranged for additional charges.	*

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *	
43	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30. We accept the following payment methods: <ul style="list-style-type: none"> • Check • Credit card • Wire transfer 	*
44	Describe any leasing or financing options available for use by educational or governmental entities.	We do not have any leasing or financing options available.	*
45	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	For each project, Shaw will provide the customer with a formal proposal/quote outlining all of the project details and pricing. Each proposal contains terms & conditions of sale that are necessary for a successful turnkey project. Any additional transaction documents required by the customer will be managed on a project-by-project basis. We have included an example project proposal with our submission.	*
46	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Shaw does take P-Cards as a form of payment. There is a 2.5% processing fee required unless otherwise determined by state law.	*

Table 6: Audit and Administrative Fee

Line Item	Question	Response *	
47	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Before installation partners are able to sell to a Sourcewell member, Shaw requires them to sign a dealer participation agreement agreeing to abide by the terms of the Sourcewell contract. Each authorized installation partner is required to place their orders through Shaw Integrated Solutions (SIS) to ensure contract compliance and the correct pricing is used. This process also ensures that the orders are properly coded for reporting and the accrual of the required administrative fee is included.	*
48	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We will track the following metrics to measure whether we are having success with the contract: <ul style="list-style-type: none"> • On time in full metrics • Contract compliance • Quality of installation • Accurate reporting of sales • Accurate rebate payment • Success of promoting contract to increase contract use • Customer satisfaction survey • Sustainability metrics (landfill diversion, reclamation) 	*
49	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The proposed administrative fee is 2%.	*

Table 7: Company Information and Financial Strength

Line Item	Question	Response *
50	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Shaw started in 1946 as Star Dye Company, a small business that tufted scatter rugs. In 1967, Shaw developed a holding company to purchase Philadelphia Carpet Company, established in 1846. Within a year, Shaw included Star Finishing in the portfolio, marking the company's first move into carpet manufacturing. By 1971, the holding company had gone public as Shaw Industries, Inc. Shaw began a new chapter in its history in 2001. It became a wholly owned subsidiary of Berkshire Hathaway, Inc. Today, Shaw has more than 20,000 associates worldwide, bound by a shared vision to create a better future for our people and our customers. Our mission, "Great People. Great Products. Great Service. Always.", has driven us to dive deeper to create top flooring solutions that will serve our customer's needs. Combining deep market knowledge with new ways of thinking, we drive innovation into our business and set the standard for next-generation manufacturing. Shaw supplies carpet, resilient, hardwood, laminate, tile and stone flooring products, and synthetic turf to residential and commercial markets worldwide. Shaw's headquartered in Dalton, Ga., with offices throughout the U.S., Australia, Belgium, Brazil, Canada, Chile, China, India, Mexico, Singapore, United Arab Emirates, and the United Kingdom. These communities are home to our salesforce and brand showrooms. Voted Forbes' 2023 Best Employer for Diversity, Shaw is proud to foster an inclusive work environment that empowers our associates to create a better future for our people, customers, and communities.
51	What are your company's expectations in the event of an award?	We hope to be Sourcewell's first, best choice for all future flooring projects. Our vast network of more than 400 Account Managers will stay in communication with you to keep you updated on any new flooring products, solutions and trends that would benefit your flooring program.
52	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We are a financially secure, wholly owned Berkshire Hathaway subsidiary with \$7 billion in annual revenues and more than 56 years of experience. We have attached Berkshire Hathaway's annual report with our response. In addition, we are happy to provide our Shaw specific financials upon receipt of a non-disclosure agreement from you.
53	What is your US market share for the solutions that you are proposing?	For more than 20 years, Shaw and Sourcewell have had a successful partnership providing flooring solutions across the US. As the largest carpet manufacturer in the world and your largest flooring partner, we are positioned perfectly to provide products and services to your members. Shaw will be more than happy to provide our market share with a fully executed NDA.
54	What is your Canadian market share for the solutions that you are proposing?	For more than 20 years, Shaw and Sourcewell have had a successful partnership providing flooring solutions across Canada. As the largest carpet manufacturer in the world and your largest flooring partner, we are positioned perfectly to provide products and services to your members. Due to being a privately held subsidiary of Berkshire Hathaway, we are unable to share our Canadian market share. However, Shaw will be more than happy to provide our market share with a fully executed NDA.
55	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
56	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Shaw is a flooring manufacturer and flooring installation service provider. We employ hundreds of full-time associates throughout North America who can provide you with on-site assistance, product consultation and any updates about flooring solutions we can provide you with. We also provide installation and project management services through our Shaw Integrated Solutions (SIS) team. They utilize our nationwide network of thousands of dealer partners to provide quality installation services. Our depth of service after the sale includes: <ul style="list-style-type: none"> • More than 400 Account Managers for local support in your member's regions • Customer service phone support • Technical service phone support • On-site technical service and training • On-site maintenance training • Online maintenance and installation guidelines • Online video training guidelines • Industry leading warranties
57	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable.

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *
58	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Please see below for a list of rewards from the last five years:</p> <p>2023:</p> <ul style="list-style-type: none"> • America's Greatest Workplaces for Diversity • Best Employer for Diversity • Dealer's Choice • Silver Edison Award • Supplier Best Product Award • Trailblazer Award <p>2022:</p> <ul style="list-style-type: none"> • Trailblazer Award • Award of Excellence • Best Employer for Diversity • Dealer's Choice • Great Place to Work® Canada • GreenStep Award - International Winner • GreenStep Award - People Winner • GreenStep Award - Pinnacle Honoree (Recognized for Shaw's Shaw's EcoWorx® carpet tile which was the first product in the built environment to be certified to the most rigorous Cradle to Cradle Product Standard to date, version 4.0.) • GreenStep Award - Product Honoree (Recognized for Introducing a new product innovation, ReWorx™, made of 100% PET, including 30% post-consumer plastic bottles) • Innovation by Design Award • ReCo - Carpet (Shaw voted #1 in 7 out of 8 categories including service, quality and consumer preference.) • ReCo - Hardwood (Shaw voted #1 in all categories including service, quality and consumer preference.) • ReCo - LVT/ Rigid Core (COREtec voted #1 in 6 of 8 categories including quality, service and consumer preference. Shaw Floors voted #1 in price and product availability.) • Shipper of Choice • St. Jude Organizational Support Award <p>2021:</p> <ul style="list-style-type: none"> • 50 Best Companies to Sell For • A+ Product Finalist, Sustainable Design • A+ Product Winner, Commercial & Residential Carpet • A+ Product Winner, Healthcare • Award of Excellence (Carpet, LVT, Hardwood, WPC/Rigid Core, Hybrid) • Best of NeoCon Gold, modular carpet category • Best of NeoCon Silver, broadloom carpet category • Best of NeoCon Silver, modular carpet category • Best of NeoCon, innovation category • Best of NeoCon, sustainability category • Business Leader Award - Shaw Contract • Dealer's Choice • GreenStep Award - International Winner (tie) • GreenStep Award - People Honoree • GreenStep Award - Pinnacle Winner • GreenStep Award - Practice/Process Winner • ReCo - Carpet, Hardwood, LVT/Rigid Core <p>2020:</p> <ul style="list-style-type: none"> • 50 Best Companies to Sell For - #16 • America's Best Employers for Diversity 2020 - #454 • Award of Excellence (Shaw brands voted best overall in carpet, hardwood and luxury vinyl tile) • GreenStep Environmental Awards Program • Top 250 Design Survey - Second Place • Top 250 Design Survey - Service: Shaw Contract 3rd Quality: Shaw Contract 1st Design: Shaw Contract Silver 1st Performance: Shaw Contract 3rd Value: Shaw Contract 4th • Top 250 Design Survey - Shaw Contract 1st in Service, Quality, Design, Performance, and Value • Top 250 Design Survey -Carpet: Shaw Contract 1st Ceramic Flooring: Shaw Contract 4th Resilient Flooring: Shaw Contract 2nd • WELL Platinum

		<p>2019:</p> <ul style="list-style-type: none"> • 50 Best Companies to Sell For • America's Best Employers for Diversity • GreenStep Award - People Winner • GreenStep Award - Pinnacle Winner (tie) • GreenStep Award - Practice/Process Winner • Innovative Vendor Partner of the Year • IIDA/HD Product Design Competition – Best Carpet/Rugs – Community • Contract's Best of NeoCon Award – Silver, Modular Flooring – Suited • Mixology Award – Product of the Year, Flooring – Inside Shapes • IIDA GlobalShop Product Design Competition – Best Flooring – Natural Choreography 	
59	What percentage of your sales are to the governmental sector in the past three years?	<p>2020: 7%</p> <p>2021: 6%</p> <p>2022: 6%</p>	*
60	What percentage of your sales are to the education sector in the past three years?	<p>2020: 14%</p> <p>2021: 14%</p> <p>2022: 13%</p>	*
61	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>We currently have the following state contracts with the below ranges of sales volumes:</p> <ul style="list-style-type: none"> • Kentucky: \$700,000 - \$800,000 per year • Massachusetts: \$30,000 - \$40,000 per year • Pennsylvania: \$800,000 - \$900,000 per year • Alaska: \$500,000 - 600,000 per year • Connecticut: \$125,000 - \$150,000 per year • Florida: \$8,500,000 - 9,000,000 per year • Iowa: \$50,000 - \$60,000 per year • Louisiana: \$40,000 - \$50,000 per year • Michigan: \$3,500,000 - \$4,000,000 per year • Missouri: \$200,000 - \$250,000 • New Jersey: \$950,000 - \$1,000,000 per year • New York: \$750,000 - \$1,000,000 per year • North Carolina: \$3,300,000 - \$3,500,000 per year • Ohio: \$5,000,000 - \$5,100,000 per year • Oregon: \$4,200,000 - \$4,500,000 per year • Tennessee: \$650,000 - \$700,000 per year • Utah: \$2,700,000 - \$3,000,000 per year • Washington: \$35,000 - \$40,000 per year 	*
62	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>We are currently on contract with Sourcewell, as well as the following entities:</p> <ul style="list-style-type: none"> • Keystone Purchasing Network - KPN • Massachusetts Higher Education Consortium -MHEC • Panhandle Area Educational Consortium - PAEC • Purchasing Association of Cooperative Entities - PACE • Purchasing Cooperative of America - PCA • CMAS • OMNIA • Texas Buyboard • IPHEC <p>The above entities do not publish sales figures and have entrusted us to maintain their confidentiality. We are committed to maintain the integrity of all our confidentiality agreements with these entities and are unable to share this information without an executed NDA.</p>	*

Table 9: Top Five Government or Education Customers

Line Item 63. Provide a list of your top five government, education, or non-profit customers (entity name is optional) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Sourcewell	Government	Minnesota - MN	Flooring Material and Full Turnkey material and installation services.	This varies per order	2022: \$22,163,764.95 2021: \$21,067,551.36 2020: \$18,153,195.83
State of Florida	Government	Florida - FL	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential
State of Ohio	Government	Ohio - OH	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential
State of Georgia	Government	Georgia - GA	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential
University of California	Education	California - CA	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential

Table 10: References/Testimonials

Line Item 64. Supply reference information from three customers to whom you have provided equipment, products, or services similar to the solutions sought in this RFP and who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
County of Riverside	Jamie Garcia	951-204-9876
GP Land Corporation	Josh Reinhard	585-637-2828
State of Florida	Joseph Thomas	850-488-8367

Table 11: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
65	Sales force.	Shaw Industries has been named in Selling Power magazine's 50 Best Companies to Sell For in 2022, marking the 19th consecutive year. We are proud to have been ranked No. 10 and are the only flooring company recognized in the top 20. Our salesforce includes more than 400 account managers throughout North America and Canada, led by Regional and Divisional Vice Presidents and supported by our National and Global Account Specialists. Most of our account managers have been with Shaw since the conception of our commercial brands with over 20 years of commercial flooring expertise, and our new sales associates are provided robust training throughout their careers. For 19 consecutive years, Shaw has received Training magazine's Training APEX Awards (formerly known as Training 100)! Our field hire and new hire training ensures your clients receive the highest service level. While our team is highly trained and knowledgeable, we also offer additional resources in technical support, product maintenance, digital tools, marketing materials, warranty services, and sustainability innovation. With the client experience as a top priority, our sales force is positioned in all local markets to support members of all sizes.
66	Service force.	Shaw is offering fully turnkey service and project management. A Shaw associate will handle all aspects of the project from ensuring product availability to coordinating service providers for installation. The Shaw project manager will be the single point of contact on every project. In order to accommodate installation, Shaw will hire vetted installation providers to complete the project.

67	Dealer network or other distribution methods.	<p>Shaw has more than 500 installation partners located throughout North America. If turnkey service is requested, we will select the dealer based on their ability to provide all of the necessary services for the specific project. With more than 20,000 dealer partners, we are able to pick the best dealer for your members' projects.</p> <p>Additionally, Shaw owns and operates the largest private trucking fleet in the flooring industry comprised of 800 trucks and 3,000 trailers. We also have distribution centers located across North America allowing us to stock material in closer proximity to your member's project locations.</p>
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68	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	<p>When you select Shaw and the project management services we are proposing, you receive a streamlined order process. Working with you, we will develop standards to ensure branding consistency. You receive a dedicated single point of contact (SPOC) who will manage all of your orders and shipments who is an expert on your account. We have a comprehensive ordering process for each type of flooring transaction: Material-only orders, Turnkey orders, and Dealer Material-only orders. The process for each of these is as follows:</p> <p>Material Only Orders</p> <ul style="list-style-type: none"> • Customer emails SIS with order request listing customer information, bill to address, job name, product name and style number, adhesive and requested quantities. • SPOC will create a proposal to send to the customer for review. If the proposal is accepted, the customer will now issue a formal purchase order back to their SPOC. • SPOC will process the order and email the customer with an order confirmation and live order tracking link. Material is shipped to customer. • Customer is invoiced and pays Shaw Integrated Solutions (SIS) per the instructions on the invoice. <p>Turnkey Orders</p> <ul style="list-style-type: none"> • Customer emails SPOC with order request listing customer information, bill to address, job name, product name and style number, adhesive and requested quantities. The installation vendor can send this as well if they are working directly with the customer. • Installation vendor provides labor quote. • SPOC creates a turnkey proposal and sends to the customer. If the customer accepts the proposal, the customer will issue a formal purchase order and send it back to the SPOC. • SPOC processes the order and emails customer and installer with stock/backorder information, along with an order confirmation and live order tracking link. • Material is shipped out to the installation vendor or customer. • SPOC sends installation vendor the work order and work release forms. • Once job is complete, the signed work order and customer work release are sent to SIS. • SIS pays the installation vendor. • SPOC sends the customer their invoice and customer pays invoice per instructions on the invoice. <p>Dealer Material Only Orders</p> <ul style="list-style-type: none"> • The dealer sends the customer proposal for material and labor services (if needed). • The dealer sends SIS a PO for "material only" (This is for reporting to Sourcewell). <ul style="list-style-type: none"> Dealer must sign a dealer participation agreement, if one is not on file, SIS will provide.) • Dealer PO must have the following information: <ul style="list-style-type: none"> - Sourcewell Member number and member name - Shaw Industries Contract # • SIS processes the order and emails the dealer with stock/backorder information, along with an order confirmation and live order tracking link. • Dealer is invoiced for Shaw material. <p>We have six SIS points of contacts for different regions:</p> <ul style="list-style-type: none"> - Chad Cloer - Central Email: chad.cloer@shawinc.com Phone: 706-532-7411 - Rosio (Rosie) Hernandez - Southeast Email: rosio.hernandez@shawinc.com Phone: 770-276-7511 - Crystal Zachery - New York & Florida Email: crystal.zachery@shawinc.com Phone: 706-276-7509 - Sarah Pickett - Western Canada Email: sarah.pickett@shawinc.com Phone: 706-532-7481 - Shelli Warren - California Email: shelli.warren@shawinc.com Phone: 706-428-3293 - Sean Carter - Northeast Email: rahsean.carter@shawinc.com Phone: 706-532-7568
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69	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	Shaw has long-term relationships, some spanning more than 25 years, with more than 500 dealers and subcontractors across North America. We work closely with them, so we are able to select which dealer or subcontractor is best to choose for your members installation projects.	
70	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Shaw's responsibility to provide our clients with excellent product is only matched by our dedication to provide outstanding service. Our customer service mission is to be a world-class customer service organization driven to exceed customer expectations. From the pre-order process through installation and aftermarket service, Shaw representatives are available to assist every step of the way.</p> <p>Customer Service Hours and Access Each client has access to Shaw's customer service team by phone, Monday through Friday, between the hours of 8:00 am and 8:00 pm Eastern Time, as well as via Shaw Online – an internet portal from which account information can be accessed and orders placed and tracked. Shaw Online is available 24 hours a day, 7 days a week.</p> <p>Additionally, we assign a dedicated contract team that will work closely with Sourcewell to ensure contract compliance, accurate reporting, and updated product lists to ensure your members have access to all Shaw's flooring products and installation services.</p>	*
71	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We currently provide products and services to your members in the United States.	*
72	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We provide Sourcewell agencies in Canada with the same level of service as the United States, with the exception of installation services.	*
73	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Yes.	
74	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will serve all areas in the United States or Canada through the proposed contract.	*
75	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will serve all sectors.	*
76	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Contract requirements for Hawaii, Alaska and US Territories are the same as the contiguous United States. However, full turnkey services are unavailable for these areas.	*

Table 12: Marketing Plan

Line Item	Question	Response *
77	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our commercial division is comprised of three brands - Patcraft, Philadelphia Commercial and Shaw Contract. The brands will develop and implement our proposed Sourcewell strategy in their respective markets. As part of our strategy, we will provide tools and resources for our sales team to drive contract growth.</p> <p>To execute, each brand will leverage a variety of marketing vehicles including:</p> <ul style="list-style-type: none"> • Email marketing • Internet advertising • Print advertising • Marketing collateral • Social media • Public relations • Trade show exhibitions and in market events • Personal sales calls and presentations • CEUs • Visualization support <p>Additionally, we will conduct regular training for Sourcewell contractors, installers, and/or dealers to expand installation support for contract customers. The training will also include the benefits of working with Sourcewell members and ensuring contract compliance.</p>
78	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We will consider all of our digital brand channels for your marketing plan. This will include social media platforms, email blasts and brand websites. We track metadata for our media marketing outlets to determine the most effective content, ensuring we are using the best channels for your contract marketing. See attached marketing plan for more detailed information.
79	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We ask that Sourcewell continue our proven partnership by providing access to Sourcewell members, information about potential members, email lists, usage reports, access to leads and cross-promotion of websites. In addition, host collaborative trainings for our internal sales teams and external dealer partners to increase contract knowledge.</p> <p>Sourcewell is integrated into our onboarding and continuing education of our sales force. The contract, training resources and marketing materials are available on our internal websites for ease of access. Brand specific marketing support is available via our Directors and Marketing Managers.</p>
80	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, your members can order through EDI.

Table 13: Value-Added Attributes

Line Item	Question	Response *
81	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	When you order product from Shaw, you receive exceptional service and benefits. We provide your members with free maintenance and installation training upon request. Our team of technical experts is available to provide on-site installation and maintenance training if your members request it. We also have hundreds of free video tutorials on YouTube that are available for members and installers alike. Additionally, we provide detailed written guidelines that can be downloaded directly from our websites. These available services benefit your members by allowing them easy access to resources that help them with any installation or service question they may have.

82	Describe any technological advances that your proposed products or services offer.	<p>Shaw is a partner who will bring innovation to your member's flooring program. We provide a continuous stream of game-changing products and services such as:</p> <p>Products</p> <p>ReWorx - Hybrid Flooring Platform Designed with the end in mind. ReWorx, a new, innovative flooring made from post-consumer PET bottles, is the first collection to launch on the flooring platform. This hybrid flooring solution combines the durability of a hard surface with the comfort of a soft surface. A total PET product that can be reused and recycled back into itself, ReWorx merges innovation in product performance, materiality and circularity.</p> <p>PVC Free Flooring Options We positively impacted the planet with our EcoWorx Tile, which was the first safe alternative to PVC carpet tile in the industry and we have not stopped moving forward. Our bio-based resilient tile and sheet represent a new and innovative flooring platform. Composed of bio-based polyurethane material, these products are easy to install and have seamless transitions. With no PVC, ortho-phthalate plasticizers or solvents, these products are Cradle to Cradle Certified® Silver. They achieve the highest Martindale rating to scratch resistance.</p> <p>Ecosolution Q100 A high-performance solution-dyed nylon fiber, Ecosolution Q100™ is made with 100% recycled content allocated from waste minimization and collection efforts. This Nylon 6 fiber is engineered to reduce the visibility of dirt and soil while retaining color and appearance. With more than 200 color options, this fiber offers expansive visual options that deliver durability and ease of maintenance.</p> <p>Dry Adhesive LokDots is a pressure-sensitive adhesive for the installation of EcoWorx carpet tile. This odorless system provides an alternative to wet adhesive, virtually eliminating the issue of Volatile Organic Compounds (VOCs), and providing ease and versatility of installation.</p> <p>Solutions</p> <p>Moisture Management Systems We help your members mitigate risks through a portfolio of moisture solutions. Our products solve moisture issues in your concrete slabs and provide assurance that your flooring will not be damaged in incidents involving moisture. We are the only manufacturer to warrant from the subfloor to the finished product, making us an ideal single source for your flooring solutions. Our comprehensive portfolio allows us to work with you to address your member's specific needs from basic to extreme conditions. Our moisture treatment solutions are backed with a 10-Year Commercial Limited Warranty.</p> <p>Sound Advisor We are excited to be able to assist your members achieve quieter offices and facilities. We completed hundreds of sound tests to develop Sound Advisor, which allows you to hear how flooring will sound in your spaces. As sound experts, we help you determine the effect flooring has on sound in your facilities and select the best flooring option to reach your desired IIC rating.</p> <p>Visualization Services From installation methods to visualizing color schemes in a floor plan, to understanding the amount of flooring material needed for an installation, Shaw's Visualization Services team is available to create complementary rendering files based on floor plans, design inspirations or sketches you provide. 2D renderings can be created to show how Shaw's products will look in your space (either a specific zone or the entire floor plate). Product placement is tailored to your plans and spaces to highlight focal points and create way finding.</p>
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83	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>We know that people are conscious about making smart choices and having a positive impact on the planet. For more than two decades, we have been committed to sustainable practices through our commitment to Cradle to Cradle principles. We track and measure our significant environmental impacts, which include water stewardship, material health, product circularity, renewable energy and carbon management, as well as social fairness.</p> <ul style="list-style-type: none"> • Material Health: The Cradle to Cradle Certified® Products Program ensures our products are made from ingredients the standard deems safe and healthy. • Product Circularity: Our re[TURN]® Reclamation Program allows your members to return your EcoWorx, ReWorx and Shaw-made resilient flooring at the end of its useful life to divert from the landfill and provide us with the means to continue the cycle of creating new products out of old. • Renewable Energy & Carbon Management: Shaw's commercial carpet manufacturing operations worldwide are carbon neutral and we offer carbon neutral product collections. • Social Fairness: We support fair labor and human rights principles. No matter where or by whom a product or ingredient is made, operations are held to the same high standards. <p>Annually, we report our progress on these initiatives in our Sustainability Report. You may view these reports at: https://shawinc.com/Newsroom#Sustainability-Reports</p>
84	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellent materials, light reflectant).	<p>At Shaw, we are keenly focused on the material health of our products and adopted the Cradle to Cradle® design philosophy more than 20 years ago and today almost 90% of the products Shaw makes are Cradle to Cradle Certified®. We have the most Cradle to Cradle Certified® product platforms of anyone in the flooring industry. We aim to know as much as possible about our products and their ingredients. The Cradle to Cradle Certified® Products Program helps us ensure that every ingredient in our products are assessed down to 100 ppm, or 99.99% of the ingredient's composition by a 3rd party toxicologist that not only assesses what is in the materials but also the risk of those ingredients to both people and the environment to 24 different end points. While we have not conducted product testing specific to Polychlorinated biphenyls (PCBs), we are confident that our products are PCB-free down to 100ppm based on assessment of our raw materials and we do not expect any PCBs below the 100 ppm threshold.</p> <p>We understand that sound affects how we feel, work, sleep and learn. At Shaw, we extensively researched, tested and patented the award-winning acoustics tool — Sound Advisor®. This tool is not limited to any one product category and provides you with data and a sound file that lets you actually hear the difference between all of your flooring options. By bringing science-based decision making to building design, room design and product selection, Shaw empowers Sourcewell and its member entities to make the right choice for your needs.</p>
85	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Our awards, our partnerships, our vast Cradle to Cradle Certified® product offering and our sustainability certifications speak to Shaw's excellent environmental performance and we are humbled to be part of a larger movement leading the way in this arena. The following serve as examples of third-party verification of our performance:</p> <p>Product Certifications:</p> <ul style="list-style-type: none"> • Cradle to Cradle Certified® • NSF 140 • CRI Green Label Plus • FloorScore Certified® • Declare • Health Product Declaration • Environmental Product Declaration <p>Awards and Recognition:</p> <p>In 2022, Shaw was recognized at Floor Covering Weekly's annual GreenStep awards, which recognize the flooring industry's contributions to sustainability. We earned the following awards:</p> <ul style="list-style-type: none"> • International Winner - Recognized for the introduction of ComfortWorx™ carpet tile which utilizes 90% post-consumer PET plastic bottles and is manufactured at Shaw's Scotland manufacturing facility (Plant SQ). • People winner - Recognized for Shaw's commitment to fostering an inclusive and diverse culture as supported by seven Associate Resource Groups, including the most recent addition of Mosaic. • Pinnacle Honoree - Recognized for Shaw's Shaw's EcoWorx® carpet tile which was the first product in the built environment to be certified to the most rigorous Cradle to Cradle Product Standard to date, version 4.0. • Product Honoree - Recognized for Introducing a new product innovation, ReWorx™, made of 100% PET, including 30% post-consumer plastic bottles. • Promotion Honoree - Recognized for promotion of events that bring together professionals from all aspects of the built environment to learn and share.

86	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	<p>As a privately-held subsidiary of Berkshire Hathaway, Inc., we do not qualify as a minority enterprise. However, we do strive for diversity and inclusion within our supplier base. We believe partnering with diverse suppliers is a strategic advantage that will drive innovation into our business, open new markets for growth and allow us to continue to meet our customers' expectations. Shaw provides equal access to purchasing opportunities to all qualified suppliers by promoting supplier participation reflective of Shaw's diverse customer base and business communities.</p> <p>Our target is 25% to 30% of Shaw's allowable spend (domestic spend in categories in which we have diverse suppliers from which to choose). We have a Supplier Diversity manager, who along with our Global Sourcing team, tracks our diverse spend. We report our performance on a quarterly basis and each year, deliver a plan outlining our upcoming goals and efforts.</p>	*
87	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>One of our biggest strengths and differentiators is to be able to provide you and your members with exceptional, consistent service. Our customer satisfaction and on-time-in-full (OTIF) metrics are among the most favorable in the industry. We propose a Shaw support team for Sourcewell members centered on a single point of contact who will handle all of your quotes, orders, requests and purchases around North America. This level of individualized service provides you with single-source accountability and allows us to quickly deliver product and service to all of your locations. We provide this through our Shaw Integrated Solutions (SIS) turnkey and project management division. We can also handle your flooring projects from start to finish in the U.S. with full turnkey service by helping your members select the perfect installer from our network of professional service providers. We vet these installation providers and have long-term relationships with many of them, ensuring seamless service. We can provide you with MWBE and other diverse installation partners to support your diversity goals in many markets.</p> <p>We own and/or control the majority of our supply chain, manufacturing, distribution, customer experience and recycling processes. As the most vertically integrated carpet manufacturer, we provide you with consistency through a single high-quality standard and competitive pricing regardless of our manufacturing location. We provide a full line of flooring products and services for all of Sourcewell's participating entities needs, including carpet tile, resilient tile and sheet, engineered hardwood, ceramic and porcelain, and adhesives and accessories.</p> <p>Additionally, Shaw offers specialized design services that are tailored to meet your member's needs. We provide tiered services and one-on-one resources to help Sourcewell members design their spaces and transform the way they work. Options of these services include:</p> <ul style="list-style-type: none"> • Project design collaboration - 3D visualizer tools • Visualization Services - 2D/3D renderings, estimating and budgeting • Custom design - Create one-of-a kind flooring products • Product palettes • Digital/physical presentation packages • Space design consultation • Floor plan ideas 	*

Table 14A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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88	Do your warranties cover all products, parts, and labor?	<p>Yes, we offer detailed warranties for each of your proposed products. The specific coverage will vary based on product type.</p> <p>For your carpet tile products, Shaw provides a Lifetime Commercial Limited Warranty covering: Abrasive wear (will lose no more than 10% fiber over a lifetime) Acid-based stains (the most common) Delamination (separation of fiber and backing) Static (prevents static build up) Tuft bind (yarn will not pull out or zipper) Dimensional stability (carpet tile will remain square) Colorfastness to light and atmospheric contaminants (will not fade) Edge ravel</p> <p>For your broadloom products, we provide a non-prorated warranty covering: Abrasive wear (will lose no more than 10% fiber over a lifetime) Static (prevents static build up) Stain Colorfastness to light and atmospheric contaminants (will not fade) Tuftbind/Zippering Delamination</p> <p>For your proposed resilient products, Shaw provides a non-prorated warranty covering: Manufacturing defects Wear (normal foot traffic will not wear through the pattern layer of the product)</p> <p>In addition to applicable product warranties, we provide a two-year warranty for all installation services under the Sourcewell contract.</p> <p>We have included an attachment with our product warranties for each of our commercial brands with our submission.</p>	*
89	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	To maintain warranty coverage, we ask that the product is installed and maintained in accordance with our written installation and maintenance guidelines. These instructions are available on our websites, through the dealer and through our customer service department.	*
90	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
91	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>If a validated quality issue covered by the warranty occurs, we will reimburse for labor accordingly. However, we do not provide labor for replacement of material that is covered by the product warranty in any geographic region. The labor must be approved by our financial services commercial claims department. Below is the process for warranty service:</p> <ul style="list-style-type: none"> You, the original purchaser, will contact your authorized dealer or Company sales representative for claim service. Please provide a valid proof of purchase and a detailed description of the issue, along with photographs showing the concern. Samples should be submitted for review/testing when available. The dealer or Company sales representative will file a claim via www.ShawNow.com and submit the information you provided. A Company claims representative will thoroughly evaluate your claim. If you have questions, you can contact Shaw Industries Financial Services, PO Box 2128, Dalton, GA 30722, 1-800-257-7429. 	*
92	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We cover the warranty service for the products we sell.	*
93	What are your proposed exchange and return programs and policies?	We accept returns within 90 days of invoice. Running line products that are cancelled prior to shipping will not incur restocking or cancellation fees. Orders that have shipped and are cancelled en route or upon delivery will incur restocking and freight fees. Products shipped in error by Shaw or defective material will be returned at no charge to the customer. Restocking charges for refused shipments will be invoiced separately on terms of net 30 days. Restocking fees charged against paid invoices will be deducted from the credit memo issues on the return. All returns must be on a core and wrapped before being returned.	*
94	Describe any service contract options for the items included in your proposal.	We can provide turnkey services for projects through our Shaw Integrated Solutions (SIS) division, which works with a network of more than 500 installation partners across North America.	*

Table 148: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
95	Describe any performance standards or guarantees that apply to your services	Through our installation partners, we commit to having your projects completed on time and in budget to your exact standards. In addition to the applicable product warranties, Shaw provides a two-year warranty for all installation services provided under the contract.
96	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>We will provide Sourcewell with customized KPI reporting that include metrics such as:</p> <ul style="list-style-type: none"> • Historical details of purchase volumes • Outgoing shipments • Orders by location • Inventory levels • On-time delivery • Material recycled <p>Metrics on our reports can be fully customized to include the information most important to you based on conversations we have with you. These reports can be made on a monthly, quarterly or annual basis depending on your preference.</p> <p>Additionally, we can include sustainability metrics to help you and your members achieve their sustainability goals.</p>

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Shaw Pricing - Sourcewell RFP.xlsx - Tuesday June 13, 2023 08:03:58
- [Financial Strength and Stability](#) - Berkshire Hathaway Annual Report - 2022.pdf - Friday June 09, 2023 12:16:13
- [Marketing Plan/Samples](#) - 2023 Sourcewell RFP - Marketing Plan Submission.pdf - Friday June 09, 2023 12:15:56
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Shaw Warranties.pdf - Friday June 09, 2023 12:45:59
- [Standard Transaction Document Samples](#) - Question 45. Example Sourcewell Project Proposal.PDF - Tuesday June 13, 2023 08:11:32
- [Requested Exceptions](#) - Sourcewell Exception . Modification (Shaw 6.13).xlsx - Friday June 09, 2023 12:15:40
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Taylor Nickerson, Proposal Writer, Shaw Integrated and Turf Solutions, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_RFP_061323_Flooring Fri June 2 2023 03:02 PM	<input checked="" type="checkbox"/>	1
Addendum_6_RFP_061323_Flooring Tue May 30 2023 03:03 PM	<input checked="" type="checkbox"/>	1
Addendum_5_RFP_061323_Flooring Tue May 23 2023 03:08 PM	<input checked="" type="checkbox"/>	1
Addendum_4_RFP_061323_Flooring Thu May 18 2023 01:36 PM	<input checked="" type="checkbox"/>	2
Addendum_3_RFP_061323_Flooring Wed May 17 2023 04:25 PM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_061323_Flooring Tue May 16 2023 03:20 PM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_061323_Flooring Tue May 9 2023 09:07 AM	<input checked="" type="checkbox"/>	1



BEAUMONT UNIFIED SCHOOL DISTRICT
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made effective on April 23, 2025 (date) by and between PMMnP 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 Scope of Work, attached.
- In the Proposal/Quote/Estimate, attached:

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 April 23, 2025 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 \$ 5,000.00 --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 sub consultant’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:
\$1,000,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
\$5,000,000 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 \$5,000,000 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:

- Scope of Work/Proposal/Quote/Estimate
- Insurance Documentation
- Certification by Consultant Criminal Records Check (required if working with students)
- W-9 form (company name must be same as the Consultant)
- Professional License (if license is required to render services)
- 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:

PMMnP

Name

1945 W. Commonwealth Ave. STE C Fullerton, CA 92833

Address, City, State and Zip

Sudee Mann

03/17/2025

Sudee Mann (Mar 17, 2025 21:25 PDT)

Signature

Date

Sudee Mann

Signer's Full Name and Title

714-981-4162

Phone

pmmdjsandevents@sbcglobal.net

Email

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

Signature

Date

Carmen Ordonez / Director of Fiscal Services

Signer's Full Name and Title

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

(Note: Document must be completed and signed whenever an individual is in proximity to students during services being provided to the District.)

To the Board of Trustees of Beaumont Unified School District:

I, PMMnP _____ (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 April 23, 2025 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 "A", 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 Fullerton, California on 03/17/2025

Date

Sudee Mann

Sudee Mann (Mar 17, 2025 21:25 PDT)

Signature

Sudee Mann

Typed or printed name

owner

Title

1945 W. Commonwealth Ave STE C Fullerton, CA 92833

Address, City, State and Zip

714-981-4162

Telephone

EXHIBIT "A"

List of Individuals Who May Come into Proximity with Students

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

Sudee Mann

Kameron Taylor

Matthew Coleman

Taylon Scott

N/A

N/A

N/A

N/A

N/A

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

- General Liability**
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- (Check if Required) Automobile Liability** (If driving on District property)
Including Hired & Non-Owned Auto Coverage,
*\$1,000,000 per occurrence (Not transporting students),
\$5,000,000 per occurrence (Transporting students), for bodily injury and property damage.*

- (Check if Required) Cyber Liability**
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- (Check if Required) Professional Liability**
Only if providing specialty License: Doctor, Nurse, etc.
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage. If you have a specialty license, a copy of the license is required.

- (Check if Required) Sexual Abuse & Molestation / Misconduct Liability** (If potentially will be the only adult with pupil)
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- Workers Compensation / Employer's Liability** (Unless vendor has no employees)
*California Statutory Benefits, plus
With limits of not less than \$1,000,000 employer's liability for each accident, bodily injury by disease and bodily injury by accident.*

Certificate Holder

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

Endorsements Required

These endorsements are additional pages that must be attached to the certificate.

Must either name *Beaumont Unified School District, its Board, officers, agents and employees* or be a blanket endorsement applicable "when required by written contract or agreement".

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

EVENT SALES CONTRACT / INVOICE



<u>CLIENT/ORGANIZATION</u>	<u>EVENT DATE</u>	<u>BOOKING CONTACT</u>	<u>SITE CONTACT</u>
Beumont Unified School District	6/3/25 TUE	Courtney Shaver	Same
<u>CLIENT ADDRESS</u>		<u>PHONE</u>	<u>FAX</u>
350 W. Brookside Ave, Beaumont, CA 92223		951-845-1631	
<u>PARTY NAME</u>	<u>THEME</u>	<u>SALES REP.</u>	<u>START</u> <u>END</u> <u>ARRIVAL</u>
Mountain View MS	Field Day	Mann, Sudee	8:00am 11:30am 6:00am

EVENT ID #: 1FMTN06032501-CA1

<u>EVENT LOCATION NAME</u>	<u>ADDRESS</u>	<u>COORDINATOR</u>	<u>PHONE NUMBER</u>
Mountain View MS	200 Cougar Way., Beaumont, CA 92223	Courtney Shaver	[REDACTED]
<u>ROOM NAME</u>	<u>ENTERTAINER ATTIRE</u>	<u>ENTERTAINER NAME</u>	<u>MISCELLANEOUS</u>
Field	Uniform	TBA	

SPECIAL REQUESTS. COMMENTS SECTION. DIRECTIONS and SETUP NOTES

install on grass

ENTERTAINMENT. PRODUCTION. PRODUCTS & EVENT MANAGEMENT FEES

DESCRIPTION OF ITEM	ADDITIONAL LISTING & EXPLANATION	COST	QUANTITY	TOTAL
DJ Inflate Package #2	Includes Free DJ Package + 5 games! * school to provide table, canopy and/or overhang			\$ 999
DJ Generator	Power DJ	\$125 (w/ fuel)		\$125
Wacky Connect 4 Shootout	Vendor to staff			
Skeeball	Vendor to staff			
Soccer Fever Kick	Vendor to staff			
Giant Twister	Vendor to staff			
Quarterback Toss	Vendor to staff			
Generators	field power	\$75x3 units		\$225
Generator Fuel	misc	\$25x3		\$75

BILLING & PAYMENT INSTRUCTIONS

SUBTOTAL: \$2424.00 LABOR: \$250.00 DELIVERY: \$250.00 STAFFING FEES: \$875.00 TOTAL: \$3799.00	1 ST DEPOSIT MADE: \$0 BALANCE DUE: \$3799.00 NEXT DEPOSIT: \$3799.00 DUE DATE: Due on receipt	BILLING TYPE: CHK M/O CASH CREDIT DEPOSIT CHK # / BANK: NEXT DEPOSIT CHK # / BANK: NEXT DEPOSIT CHK # / BANK:
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TERMS AND CONDITIONS

This agreement is with the client stated above, referred to as the "buyer," and *PMM, Inc.*, referred to as the "contractor." This agreement is for services only and no product is involved unless listed above. All liability rests with the "buyer." The "contractor," is not liable for any accidents or damage caused by the "buyer" or guests at the event. *PMM, Inc.*, will supply all performer(s), music, and any other equipment or labor specified in the body of this agreement. All equipment intentionally damaged at the event by guests will be replaced by the "buyer," within 10 working days. The contractor will assume no responsibility for the gathering of amplified sound permits, or held responsible for a refund if local law enforcement intervene at the venue. There will be a \$250.00 per hour overtime charge on the day of your event should the services exceed the hours listed above. If the "buyer," chooses to cancel an event, there must be a 72 hour notice, and the contractor will retain the first deposit or invoice a \$100.00 cancellation fee, whichever is greater. However, if cancellation occurs less than 72 hours of an event, there will be no refund. Events requiring rescheduling due to nature or any other cause beyond the "buyers" control will be granted a two week grace period to reschedule the event before the cancellation policy is enforced. If the contractor fails to show up at an event due to uncontrollable circumstances, the "buyer," will receive a total refund. There will be a \$55.00 administrative fee for a check returned by the bank for insufficient funds.

I agree to all terms and charges specified in the above agreement.

X _____ X _____
 Buyer Agent of PMMNP Date

Thank you for your business! Please tell a friend.

IMPORTANT: Please authorize this paperwork and forward to our offices to reserve your date. The deposit is due within 10 working days to secure our entertainment and production services. Thank You!







PMMnP 04-22-25 (MVMS)

Final Audit Report

2025-03-17

Created:	2025-03-17 (Pacific Daylight Time)
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXOIFrep2wJGp8sAV4rtGNrsvY0oRB0-a

"PMMnP 04-22-25 (MVMS)" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)
2025-03-17 - 3:29:56 PM PDT - IP address: 204.100.121.1
-  Document emailed to pmmdjsandevents@sbcglobal.net for signature
2025-03-17 - 3:38:08 PM PDT
-  Email viewed by pmmdjsandevents@sbcglobal.net
2025-03-17 - 3:50:36 PM PDT - IP address: 104.28.111.140
-  Signer pmmdjsandevents@sbcglobal.net entered name at signing as Sudee Mann
2025-03-17 - 9:24:58 PM PDT - IP address: 76.169.196.92
-  Document e-signed by Sudee Mann (pmmdjsandevents@sbcglobal.net)
Signature Date: 2025-03-17 - 9:25:00 PM PDT - Time Source: server- IP address: 76.169.196.92
-  Agreement completed.
2025-03-17 - 9:25:00 PM PDT





BEAUMONT UNIFIED SCHOOL DISTRICT
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made effective on April 23, 2025 (date) by and between Interquest Detection Canines 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 Scope of Work, attached.
- In the Proposal/Quote/Estimate, attached:

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 July 1, 2025 and terminate automatically on June 30, 2026, 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 \$ 35,000.00 --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 sub consultant’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:
\$1,000,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
\$5,000,000 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 \$5,000,000 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:

- Scope of Work/Proposal/Quote/Estimate
- Insurance Documentation
- Certification by Consultant Criminal Records Check (required if working with students)
- W-9 form (company name must be same as the Consultant)
- Professional License (if license is required to render services)
- 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:

Interquest Detection Canines, Interquest Group Inc.

Name

21900 STATE HIGHWAY 249, HOUSTON TX 77070

Address, City, State and Zip

Marygrace Huber 03/26/2025
 Marygrace Huber (Mar 26, 2025 17:21 CDT)

Signature

Date

Marygrace Huber **Director, Admin.**

Signer's Full Name and Title

800-481-7768

Phone

gracehuber@interquestk9.com

Email

DISTRICT:

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

Signature

Date

Carmen Ordonez / Director of Fiscal Services

Signer's Full Name and Title

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

(Note: Document must be completed and signed whenever an individual is in proximity to students during services being provided to the District.)

To the Board of Trustees of Beaumont Unified School District:

I, Interquest Group Inc. dba Interquest Detection Canines (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 April 23, 2025 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 "A", 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 Harris Co, TX, California on 03/26/2025
Date

Marygrace Huber
Marygrace Huber (Mar 26, 2025 17:21 CDT)
Signature

Marygrace Huber
Typed or printed name

Director, Admin.
Title

21900 STATE HIGHWAY 249, HOUSTON TX 77070
Address, City, State and Zip

800-481-7768
Telephone

EXHIBIT "A"

List of Individuals Who May Come into Proximity with Students

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

Tonya Anderson

Heather Davison

Destiny Portillo

Skye Bacon

Mykim Dye

Melanie Baca

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

- General Liability**
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- (Check if Required) Automobile Liability** (If driving on District property)
Including Hired & Non-Owned Auto Coverage,
*\$1,000,000 per occurrence (Not transporting students),
\$5,000,000 per occurrence (Transporting students), for bodily injury and property damage.*

- (Check if Required) Cyber Liability**
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- (Check if Required) Professional Liability**
Only if providing specialty License: Doctor, Nurse, etc.
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage. If you have a specialty license, a copy of the license is required.

- (Check if Required) Sexual Abuse & Molestation / Misconduct Liability** (If potentially will be the only adult with pupil)
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- Workers Compensation / Employer's Liability** (Unless vendor has no employees)
*California Statutory Benefits, plus
With limits of not less than \$1,000,000 employer's liability for each accident, bodily injury by disease and bodily injury by accident.*

Certificate Holder

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

Endorsements Required

These endorsements are additional pages that must be attached to the certificate.

Must either name *Beaumont Unified School District, its Board, officers, agents and employees* or be a blanket endorsement applicable "when required by written contract or agreement".

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

Interquest Detection Canines™
(INTERQUEST)

Beaumont USD
(the District)

This shall serve as an agreement by and between Interquest Detection Canines™ and the DISTRICT for substance awareness and detection services for the fiscal year of July 1, 2025 through June 30, 2026.

It is understood that the DISTRICT has established and communicated a policy clearly defining contraband as all drugs of abuse (in the broadest terms), alcoholic beverages, firearms and ammunition, prescription and over-the-counter medication, and that this policy has been disseminated to all campus locations. Violations are considered inimical to the welfare of students and contrary to the DISTRICT'S desire to foster an atmosphere conducive to safety and education.

INTERQUEST shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections will be conducted unannounced to district personnel on a random basis. Visits will be conducted with INTERQUEST acting as an agent of the DISTRICT while conducting such inspections. Special request visits (proms, bus trips, etc) can be scheduled in advance when necessary, but DISTRICT will be responsible for payments for any scheduled visits not cancelled 72 hours prior to the requested date. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by DISTRICT officials, shall be subject to inspection. Contraband detected on DISTRICT property is the responsibility of the DISTRICT.

INTERQUEST policy precludes the use of detection canines to "sniff" individuals under any circumstances.

INTERQUEST agrees to provide 50 full-day visits at \$700/visit for the contract period. The DISTRICT may increase or decrease the total number of visits by notifying INTERQUEST in writing. Multiple canine teams will be charged on a per team basis. INTERQUEST will invoice for service on a monthly basis at the conclusion of the service month. The DISTRICT agrees to pay for services within thirty (30) days of receipt of such invoice. Required court testimony will be charged at the same daily rate.

INTERQUEST will provide DISTRICT visits in conjunction with days designated as appropriate for utilizing the DISTRICT'S attached calendar. DISTRICT will provide a school calendar with inappropriate dates for service marked through. This calendar will serve as an addendum to the Agreement. All other dates will be considered acceptable for visits. DISTRICT will be responsible for payment for any visit made on any day other than those days noted as unacceptable on the attached school calendar.

INTERQUEST is licensed and registered by the U.S. Department of Justice, Drug Enforcement Administration, and state regulatory agencies as required.

INTERQUEST DETECTION CANINES™

FOR THE DISTRICT:

Debbie Farmer

Carmen Ordonez / Director of Fiscal Services

Debbie Farmer
President

DATE: _____

Please return a signed copy of this Agreement and your District calendar. Visits are provided on an unannounced basis according to the calendar provided. This rate is valid for agreements signed and returned by July 15, 2025.







Interquest Detection Canines 04-22-25 (Risk)

Final Audit Report

2025-03-26

Created:	2025-03-26 (Pacific Daylight Time)
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1qoK_O91jBkrynmOrF9Qi5FWHI0pVW0h

"Interquest Detection Canines 04-22-25 (Risk)" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)
2025-03-26 - 2:30:27 PM PDT - IP address: 204.100.121.1
-  Document emailed to gracehuber@interquestk9.com for signature
2025-03-26 - 2:53:45 PM PDT
-  Email viewed by gracehuber@interquestk9.com
2025-03-26 - 3:16:10 PM PDT - IP address: 98.39.111.205
-  Signer gracehuber@interquestk9.com entered name at signing as Marygrace Huber
2025-03-26 - 3:21:25 PM PDT - IP address: 98.39.111.205
-  Document e-signed by Marygrace Huber (gracehuber@interquestk9.com)
Signature Date: 2025-03-26 - 3:21:27 PM PDT - Time Source: server- IP address: 98.39.111.205
-  Agreement completed.
2025-03-26 - 3:21:27 PM PDT



BEAUMONT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") is made effective on April 23, 2025 by and between Oren R. Boxer, Ph.D., A Psychological Corporation 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:

- [checked] In the Scope of Work, attached.
[] In the Proposal/Quote/Estimate, attached:

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 April 23, 2025 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 \$ 14,000.00 --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 sub consultant'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:
\$1,000,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
\$5,000,000 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 \$5,000,000 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 \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000.

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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:

- Scope of Work/Proposal/Quote/Estimate
- Insurance Documentation
- Certification by Consultant Criminal Records Check (required if working with students)
- W-9 form (company name must be same as the Consultant)
- Professional License (if license is required to render services)
- 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:

Oren R. Boxer, Ph.D., A Psychological Corporation

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

Name

625 Fair Oaks Ave., Ste. 101, South Pasadena, CA 91030

Address, City, State and Zip

Signature

Date

Signature

Date

Oren R. Boxer

Carmen Ordonez, Director of Fiscal Services

Signer's Full Name and Title

Signer's Full Name and Title

(626) 765-4482

Phone

oboxer@me.com

Email

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

(Note: Document must be completed and signed whenever an individual is in proximity to students during services being provided to the District.)

To the Board of Trustees of Beaumont Unified School District:

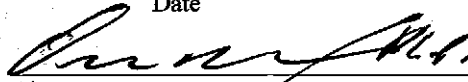
I, Oren R. Boxer (Consultant) certify that:
Name of Consultant

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 April 23, 2025 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 "A", 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 Pasadena, California on 04-09-25

Date



Signature

Oren R. Boxer

Typed or printed name

Title

625 Fair Oaks Ave., Ste. 101, South Pasadena, CA 91030

Address, City, State and Zip

(626) 765-4482

Telephone

EXHIBIT "A"

List of Individuals Who May Come into Proximity with Students

<u>Name of Individual(s)</u>	<u>State if Employee or Sub-Contractor</u>
Kaleb Jensen, PsyD	Employee
Monica Babaian, PsyD	Employee

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

- General Liability**
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.
- (Check if Required) Automobile Liability** (If driving on District property)
Including Hired & Non-Owned Auto Coverage,
*\$1,000,000 per occurrence (Not transporting students),
\$5,000,000 per occurrence (Transporting students), for bodily injury and property damage.*
- (Check if Required) Cyber Liability**
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.
- (Check if Required) Professional Liability**
Only if providing specialty License: Doctor, Nurse, etc.
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage. If you have a specialty license, a copy of the license is required.
- (Check if Required) Sexual Abuse & Molestation / Misconduct Liability** (If potentially will be the only adult with pupil)
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.
- Workers Compensation / Employer's Liability** (Unless vendor has no employees)
*California Statutory Benefits, plus
With limits of not less than \$1,000,000 employer's liability for each accident, bodily injury by disease and bodily injury by accident.*

Certificate Holder

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

Endorsements Required

These endorsements are additional pages that must be attached to the certificate.

Must either name *Beaumont Unified School District, its Board, officers, agents and employees* or be a blanket endorsement applicable "when required by written contract or agreement".

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



Oren R. Boxer, Ph.D.

625 Fair Oaks Avenue
Suite 101
South Pasadena, California 91030
Tel: 626.765.4482 Fax: 888-887-6256

A PSYCHOLOGICAL CORPORATION - PSY 24337

Rate Sheet

Independent Educational Evaluation

\$7,000.00

Consultation and Intake
Record Review
School Observation
Assessment*

- Intellectual Development
- Academic Achievement
- Attention
- Language Development
- Learning and Memory Profile
- Spatial Skills
- Fine Motor Development
- Executive Functioning Skills
- Social and Emotional Functioning

Report Writing
Feedback Session

The fee includes participation in Individualized Education Program (IEP) meeting for up to 90 minutes (*additional hours for IEP meeting participation are billed \$350/hour).

*Testing is usually conducted over two days, 9:00 am - 3:00 pm

Please contact me with any additional questions.

Cheers,

Clinical Neuropsychologist
UCLA Clinical Faculty
Semel Institute for Neuroscience and Human Behavior
David Geffen School of Medicine

(Office) 626-765-4482
(Fax) 888-887-6256
oboxer@me.com

Tax ID: 46-0570414



BEAUMONT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") is made effective on April 23, 2025 by and between G.-A. 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 Scope of Work, attached.
[X] In the Proposal/Quote/Estimate, attached:

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 April 23, 2025 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 \$ 200.00 -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 sub consultant'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:
 \$1,000,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
 \$5,000,000 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 \$5,000,000 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 \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000.

_____ 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:

- Scope of Work/Proposal/Quote/Estimate
- Insurance Documentation
- Certification by Consultant Criminal Records Check (required if working with students)
- W-9 form (company name must be same as the Consultant)
- Professional License (if license is required to render services)
- 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:

George Chagolla G.-A
Name

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

26937 Grace Lane, Hemet, CA 92543

Address, City, State and Zip

George Chagolla G.-A

Signature _____ Date

Signature _____ Date

George Chagolla G.-A 4/15/25

Carmen Ordonez, Director of Fiscal Services

Signer's Full Name and Title

Signer's Full Name and Title

(951) 537-7174

Phone

ahernandez@sanjacinto.k12.ca.us

Email

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

(Note: Document must be completed and signed whenever an individual is in proximity to students during services being provided to the District.)

To the Board of Trustees of Beaumont Unified School District:

I, George Chagolla G.-.A (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 April 23, 2025 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 "A", 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 Starlight Elem, California on 4/4/25
Date

George Chagolla G.-.A
Signature

George Chagolla G.-.A
Typed or printed name

owner
Title

26937 Grace Lane, Hemet, CA 92543
Address, City, State and Zip

(951) 537-7174
Telephone

EXHIBIT "A"

List of Individuals Who May Come into Proximity with Students

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

Aida Hernandez

George Chagolla

Candice Hagiha

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

- General Liability**
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- (Check if Required) Automobile Liability** (If driving on District property)
Including Hired & Non-Owned Auto Coverage,
*\$1,000,000 per occurrence (Not transporting students),
\$5,000,000 per occurrence (Transporting students), for bodily injury and property damage.*

- (Check if Required) Cyber Liability**
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- (Check if Required) Professional Liability**
Only if providing specialty License: Doctor, Nurse, etc.
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage. If you have a specialty license, a copy of the license is required.

- (Check if Required) Sexual Abuse & Molestation / Misconduct Liability** (If potentially will be the only adult with pupil)
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- Workers Compensation / Employer's Liability** (Unless vendor has no employees)
*California Statutory Benefits, plus
With limits of not less than \$1,000,000 employer's liability for each accident, bodily injury by disease and bodily injury by accident.*

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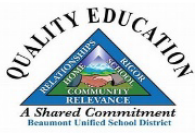
G-A quote for the dance External Inbox x

Hernandez, Aida

to me ▾

I G-A has quoted Starlight for the family dance on May 2nd, 2025 for \$200 for the hours from 6-8pm. Thank you very much. If you have any questions please call me on my cell. Aida Hernandez.....

Aida Hernandez



BEAUMONT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made effective on April 23, 2025 by and between The Foto Booth 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 Scope of Work, attached.
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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.

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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 \$ --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 sub consultant'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:
\$1,000,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
\$5,000,000 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 \$5,000,000 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 \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000.

_____ 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:

- Scope of Work/Proposal/Quote/Estimate
- Insurance Documentation
- Certification by Consultant Criminal Records Check (required if working with students)
- W-9 form (company name must be same as the Consultant)
- Professional License (if license is required to render services)
- 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:

The Foto Booth
Name

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

1508 Leland St., Beaumont, CA 92223
Address, City, State and Zip


Signature

Signature

Monique Garcia, Owner
Signer’s Full Name and Title

Carmen Ordonez, Director of Fiscal Services
Signer’s Full Name and Title

(951) 722-0625
Phone

monagarcia5@icloud.com
Email

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

(Note: Document must be completed and signed whenever an individual is in proximity to students during services being provided to the District.)

To the Board of Trustees of Beaumont Unified School District:

I, Monique Garcia (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 April 23, 2025 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 "A", 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 Beaumont, California on 04/02/2025

Date


Signature

Monique Garcia

Typed or printed name

The Foto Booth, Owner

Title

1508 Leland St., Beaumont, CA 92223

Address, City, State and Zip

(951) 722-0625

Telephone

EXHIBIT "A"

List of Individuals Who May Come into Proximity with Students

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

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

- General Liability**
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- (Check if Required) Automobile Liability** (If driving on District property)
Including Hired & Non-Owned Auto Coverage,
*\$1,000,000 per occurrence (Not transporting students),
\$5,000,000 per occurrence (Transporting students), for bodily injury and property damage.*

- (Check if Required) Cyber Liability**
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- (Check if Required) Professional Liability**
Only if providing specialty License: Doctor, Nurse, etc.
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage. If you have a specialty license, a copy of the license is required.

- (Check if Required) Sexual Abuse & Molestation / Misconduct Liability** (If potentially will be the only adult with pupil)
With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.

- Workers Compensation / Employer's Liability** (Unless vendor has no employees)
*California Statutory Benefits, plus
With limits of not less than \$1,000,000 employer's liability for each accident, bodily injury by disease and bodily injury by accident.*

Certificate Holder

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

Endorsements Required

These endorsements are additional pages that must be attached to the certificate.

Must either name *Beaumont Unified School District, its Board, officers, agents and employees* or be a blanket endorsement applicable "when required by written contract or agreement".

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

QUOTE

Date Issued:
03/26/2025

The Foto Booth
1508 Leland street
Beaumont CA 92223
951-722-0625

Issued to:
Starlight Elementary

NO	DESCRIPTION	QTY	PRICE	SUBTOTAL
1	2 hours	1	\$300	\$300
GRAND TOTAL				\$300



RE: CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE

Date
2025/03/14

From

SARL GDQuest
23 rue de la Verrerie,
71200 Le Creusot, France
SIRET: 90863031200019
EU VAT NUMBER: FR52908630312
nathan@gdquest.com
<https://www.gdquest.com>

To

Beaumont Unified School District
350 W. Brookside Ave.
Beaumont, CA 92223
<https://www.beaumontusd.us/>
T: +1 (951) 357-6144
Att: Destiny Wright
Purchasing/Contracts Technician
dwright@beaumontusd.k12.ca.us

On March 11, 2025, GDQuest received from Beaumont Unified School District the PDF document named: **"SARL GDQuest 04-22-25 (C&CR).pdf"**. It includes the agreement entitled: **"CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE"** which the district wishes filled, signed by GDQuest and returned to them.

The present communication details GDQuest's reply.

3. "Pupil records¹ obtained by VENDOR from DISTRICT continue to be the property of and under the control of the DISTRICT."

The Agreement defines "pupil records" in footnote 1:

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.

Under the aforementioned definition, GDQuest does not request nor actively collect any "pupil records" and therefore the terms of the Agreement related to pupil records do not apply to GDQuest as a vendor. Initiating and using GDQuest user accounts for schools can be done in total pupil anonymity. GDQuest only requires "de-identified" information for the creation and maintenance of user accounts.

More precisely, GDQuest requires 2 pieces of de-identified information to set up a user account:

- a unique username in email format and a password

The usernames can be perfectly anonymous and do not have to correspond to actual pupil emails. They do not have to correspond to active email accounts at all.



RE: CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE

Date
2025/03/14

The only rule for usernames is that they be unique and follow the character format:
*@DOMAIN

For example: user1351@districtusd.k12.ca.us

Using active email addresses is optional and up to the LEA's or the DISTRICT's discretion. Upon request from the LEA or the District, GDQuest can randomly generate the usernames. Only the LEA or the District can request the modification of these usernames.

For the passwords, GDQuest issues 12 randomly generated characters: ***** and explicitly requests that the LEA proceeds with enforcing a change of password after first login. The new passwords are encrypted and GDQuest has no access to them.

It is the responsibility of the LEA to ensure that the usernames provided by the LEA's representative (school admin or educator) do not contain any pupil identifying information.

Should the DISTRICT elect to tie user accounts to real pupil email addresses containing identifying information such as first name and/or last name, GDQuest accepts no liability with regards to the divulging of said identifying information.

GDQuest provides LEAs with an optional internal forum (not publicly accessible outside the school user base), in which pupils can ask questions related to lessons and exercises and receive answers from the instructor or their peers.

The Q&A feature is optional and the LEA or the DISTRICT can request its omission from the learning platform provided by GDQuest.

For the purpose of interacting in the internal Q&A forum, users are assigned a randomly generated anonymous nickname which they are free to modify. It is once again, the LEA's responsibility to ensure that users (pupils or instructors) do not modify their nicknames to something that includes identifying information or include any identifying information in the process of asking or answering questions.

GDQuest does not verify the content of messages or threads posted by pupils or instructors in the LEA's internal forum.

In the unpredictable event of a data breach by a third party, GDQuest shall not be liable for any identifying information inadvertently provided by LEA users (instructors or pupils) as such information is not solicited by GDQuest nor is it necessary for the provision of its products.

GDQuest does not validate, verify, scan or analyze any information entered or modified by (educators, pupils or their legal guardians) to ensure that it does not contain identifying information. In the event that identifying information is provided by a user, for example, if a pupil modifies their forum nickname to reflect their real name or if they reveal



identifying information in the LEA's internal Q&A forum, it is the LEA's role to detect such an occurrence and ask the pupil to modify or delete the information.

A representative of the LEA, with authorization from the DISTRICT, or a representative of the DISTRICT, may also directly contact GDQuest by email to request that the identifying information be deleted.

Any requests from pupils or their legal guardians must be communicated by the DISTRICT or its appointed LEA representative. At no point in time will GDQuest directly engage with pupils or their legal guardians nor will GDQuest honor any requests made by the same as GDQuest has no means of validating user identity (due to the measures of anonymity adopted by the company).

GDQuest acknowledges that any data provided by the LEA's users (pupils or instructors), including de-identified data is the property of and under the control of the DISTRICT.

To speed up reaction times and facilitate contact with GDQuest for the deletion of any data (whether de-identified or identifying information accidentally provided by users), it is recommended that the DISTRICT pre-authorize the LEA to request such action from GDQuest.

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 [INSERT PROCEDURE]:

There are 2 possible types of pupil input when a pupil engages with the GDQuest curriculum for schools:

1. A pupil completes an exercise, practice or challenge by making a multiple choice selection or by entering code or text, in the browser or in Godot, the third party game engine they use to develop games.

In this case scenario, all progress is stored on the computer the pupil is using (through the third party browser or game engine software installed by DISTRICT or LEA IT on the LEA's computers or the pupil's personal computer).

GDQuest has no access to this type of pupil input and does not store such content. If the LEA wishes to make user progress available to an interested pupil, only the LEA is able to transfer such data from its computers to the interested pupil(s).

2. A pupil asks or answers a question below a lesson, with the reminder that the Q&A forum is internal and limited to the users signed up by the LEA or the DISTRICT. This means that the question or answer redacted by the pupil is viewable only by the educators or pupils that the LEA has provided with access to the licenses it purchased from GDQuest.



To enable the optional forum feature, GDQuest does store this type of de-identified pupil-generated messages (de-identified as long as the nickname and email provided are anonymous).

If a pupil subsequently wishes to maintain or set up a user account with GDQuest independently of the LEA's licenses and away from LEA supervision, any questions and answers they may have posted as part of a class, cannot be removed from their context in the private school forum in order to be transferred to a personal account as such accounts interact on a public Q&A forum visible to anyone on the World Wide Web. Transferring messages written in the context of a classroom, from a closed forum to a public forum would constitute a violation of the privacy of other pupils.

Upon written request from the DISTRICT or an authorized representative of the LEA, GDQuest can delete the messages (questions or answers) associated with a specific user and provide the DISTRICT with a soft copy of said messages detached from the context of the LEA forum. This allows the DISTRICT to remit to the pupil or their legal guardian, a soft copy of the questions and answers written by the pupil, without divulging messages written by other users (pupils or instructors).

GDQuest cannot be implicated or held liable in matters of copyright between the DISTRICT and its present or past pupils and/or their legal guardians.

GDQuest considers the DISTRICT as the exclusive keeper of all the content generated by its active and inactive user accounts (past or present pupils or instructors).

At any time, the DISTRICT may request the deletion of any content generated by one of its user accounts.

Conversely, for the reasons outlined in this section, GDQuest cannot honor requests from the DISTRICT, instructors, administrators, pupils or their guardians to transfer any content to personal accounts as no such content is of transferable nature.

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 [INSERT PROCEDURE]:

GDQuest does not request nor actively collect pupil records.

In the event that a pupil goes into their account settings and modifies their own forum nickname or reveals identifying information in the LEA's internal Q&A forum (accessible only to the LEA's own users and not publicly available), such personal information would be visible to and verifiable by:

- The LEA's instructor who has access to one of the GDQuest licenses and is themselves a forum user, responsible of supervising class questions asked by their students.



- A legal guardian who may ask the pupil to view their account to verify their forum nickname as well as the content of the questions and answers they have posted in the internal school forum.

It is the DISTRICT's responsibility, as the owner of the information (both the de-identified and any accidentally provided identifying information) to proceed with requesting its modification or deletion.

The LEA instructor or representative may directly ask the pupil to edit the information or contact GDQuest with DISTRICT approval to request the deletion of the information.

At no point in time will GDQuest honor requests received from legal guardians or pupils as GDQuest's client is the LEA or the DISTRICT and the DISTRICT owns the information and is the only side effectively capable of validating identities.

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 [INSERT PROCEDURE]:

Not applicable for the reasons outlined in response to term 3.

GDQuest is based in Europe and abides by stringent GDPR regulations. For this reason and by design, GDQuest does not request nor use pupil records.

However, GDQuest does not verify information autonomously provided by users nor does it scan it for erroneously entered identifying information. It is the LEA's and the DISTRICT's responsibility to notify GDQuest of such an occurrence and request deletion.

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 [INSERT PROCEDURE]

In the event of a data breach, GDQuest will notify the LEA or DISTRICT representative whose contacts are listed in the invoice.

Since it collects no pupil records or contacts, GDQuest cannot notify legal guardians or pupils.

Provided that users (pupils or educators) have not autonomously disclosed identifying information, any potential leak would only disclose the identifying information of the DISTRICT or the LEA's point of contact who purchased the licenses (purchaser, instructor).

8. VENDOR shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the agreement.



Not applicable. GDQuest does not request pupil records. If an active email is associated with a user account, the user may optionally request to be notified by email when they receive an answer to a question they asked in the school's internal Q&A forum or whenever there is an update on a forum thread they have participated in or decided to follow. This option is unchecked by default.

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 following procedure [INSERT PROCEDURE]:

Answered in terms 3-7. GDQuest cannot transfer any information, de-identified or otherwise, to personal accounts as no such information is of transferrable nature.

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 following procedure [INSERT PROCEDURE]:

GDQuest is based in Europe and complies with Europe's stringent GDPR regulations on user privacy.

It is GDQuest's understanding, that it safeguards privacy beyond the terms expected by Assembly Bill 1584, starting with not requiring pupil records.

It is the DISTRICT's responsibility to assess if GDQuest's procedures outlined in this document are aligned with any other aspect of local regulation (FERPA or other) not brought up in the document. GDQuest cannot allocate resources to study every local law nor responsibly commit to regulation the contents of which it is not privy to.

However, GDQuest would welcome any initiative from the DISTRICT to highlight specific aspects of local regulation it still deems applicable to GDQuest after reading and understanding this document. GDQuest will gladly answer any further questions the DISTRICT may have.

Should the DISTRICT decide to use GDQuest's product, it does so at its own discretion, clearing GDQuest of any liability associated with local, state or federal law and any item thereof not explicitly addressed in this document.



RE: CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE

Date
2025/03/14

Referenced Documents:

- **SARL GDQuest 04-22-25 (C&CR).pdf**

Received from Beaumont Unified School District on March 11, 2025

Name: Nathan Lovato
Position: Founder SARL GDQuest
Date: 2025/03/17

Signature:

Acknowledgment of Receipt

I, _____, acting on behalf of **Beaumont Unified School District**, acknowledge receipt of this document and confirm understanding and accepting the answers provided by GDQuest with regards to compliance with California Assembly Bill 1584.

Position: _____

Date: _____

Signature:





QUOTATION

Valid till: 2025/07/20

Total: USD 370.00

Quote Number

2025/02/20-001

From

SARL GDQuest
23 rue de la Verrerie,
71200 Le Creusot, France
SIRET: 90863031200019
EU VAT NUMBER: FR52908630312
nathan@gdquest.com
<https://www.gdquest.com>

To

Beaumont High School
39139 Cherry Valley Blvd
Beaumont, CA 92223
<https://bhs.beaumontusd.us/>
T: +1 (951) 845-3171

Att: Christian Bonilla
Digital Media & Game Design Teacher / Esports Coach
cbonilla@beaumontusd.k12.ca.us

Item	Rate	Qty	Total
The GDQuest Gamedev Curriculum (2D & 3D) 1-year Public School License	\$10.00	37	\$370.00

SUBTOTAL \$370.00

VAT \$0.00
Tax Exempt*

*proof of sales tax exemption should be provided at time of purchase

Total USD 370.00

Notes

- Licenses are per user per year, not per workstation.
- This is not a subscription. GDQuest will not automatically renew licenses.
- Unless otherwise indicated by the school at payment time, activation of licenses will take place by default upon receipt of user emails to match with accounts. (Alternatively, at the date communicated by the administrator).



QUOTE

Visual Medical Solutions, LLC



QUOTE#: VMS-GVHS031925
DATE: APRIL 1, 2025

8805 Chambery Blvd, Suite 300-242, Johnston, IA 50131
Phone 1-877-296-4111, Fax 1-877-296-4110
scottrodenburg@bodyviz.com

FEIN: 26-0771988

BILL TO:
BEAUMONT UNIFIED SCHOOL DISTRICT
ATTN: ACCOUNTS PAYABLE
PO BOX 187
BEAUMONT, CA 92223

SHIP TO:
GLEN VIEW CONTINUATION
939 Tenth St.
Beaumont, CA 92223

CONTACT	CONTACT	SHIPPING METHOD	TERM LENGTH	SUPPORT TERMS	PAYMENT TERMS	DUE DATE
scottrodenburg@bodyviz.com	Scott Rodenburg	Electronic Media, FOB	12 Months	6/30/25 - 6/30/26	See Below	On Invoice

ITEM #	QUANTITY	DESCRIPTION	LIST PRICE	LINE TOTAL
1	1	BodyViz Pro - Annual Subscription - For instructor use in lab, lecture and content creation. Includes faculty support, upgrades/enhancements, and access to the BodyViz file library.	\$995	\$995
1	100	BodyViz Student - Annual Subscription - For student use with interactive anatomy modules. Includes complete set of Active Learning, Review and Assessment Modules organized by body system providing an interactive framework for exploration, and review of real human anatomy. Students and educators access modules in lecture, lab, or through BodyViz Portal.	\$100	\$10,000
1	1	BodyViz Training, Implementation, and Annual Support Fee - Includes online training of your BodyViz solution and implementation services such as curriculum mapping and IT support for software install.	\$1,995	\$1,995
PAYMENT TERMS: 100% due on invoice.			QUOTE TOTAL	\$12,990
			BALANCE DUE	\$12,990

Electronic Payment Information:

Direct Deposits / Electronic Payments Routing Number: 073000228
BNF/Field 4200 Beneficiary Account Number: 3418176479
Account name: Visual Medical Solutions, LLC
Bank name: Wells Fargo Bank, N.A.
Bank address, city & state: 420 Montgomery, San Francisco, CA 94104
Domestic Wire Transfer Routing Number: (RTN/ABA) 121000248
For International Transfer only: International SWIFT BIC WFBUI56S
CHIPS Participant: UID ABA 0407

Payment by Check Address Information

Payee: Visual Medical Solutions, LLC
Address: 8805 Chambery Blvd, Suite 300-242
Johnston, IA 50131

Brisk Labs Corp.

1465 Ravenswood Drive
Los Altos, CA 94024

Official Quote and Order Form

Prepared for

[PREPARED DATE]
3/31/2025

School/District Name: Beaumont Unified School District

[EXP. DATE]
5/30/2025

Primary contact: Lani Gauntlett

Primary contact email: lgauntlett@beaumontusd.k12.ca.us

Service Start Date: 7/1/25

Service End Date: 6/30/28

Invoiced each year on 7/1

ITEM	QTY	LIST PRICE	DISCOUNT	TOTAL
Brisk Teaching and Brisk Boost '25-'26	11,000	\$5.50	-\$0.96	\$49,940
Brisk Teaching and Brisk Boost '26-'27	11,000	\$5.50	-\$0.96	\$49,940
Brisk Teaching and Brisk Boost '27-'28	11,000	\$5.50	-\$0.96	\$49,940
Professional Development - split evenly each year	15	\$7,500	-\$7,500	\$0
				\$149,820

This agreement is subject to the following **Terms & Conditions:**

1. **WHAT BRISK TEACHING PROVIDES:** We're opening up the premium Brisk Teaching application for your school. Your educators will have access to unlimited curriculum generations, the capability to adjust reading levels of texts, our AI writing detection, and first-pass feedback on student assignments. As part of providing this service, we reserve the right to share the partnership with other potential partners (for example, on our marketing page).
2. **PRIVACY:** We respect confidentiality and will ensure any information exchanged during this partnership is kept under wraps, only used for this agreement. Brisk Teaching is a signatory to the Student Privacy Pledge and signs student data privacy agreements when requested. For more questions, email privacy@briskteaching.com
3. **MASTER SERVICE TERMS:** The general terms and conditions of purchase at briskteaching.com apply to this quotation contract.
4. This quotation may be accepted to form a binding contract upon any one of the following options:
 - a. Signature below and payment to Brisk Labs Corp. for the items listed in this quote prior to the expiration date.
 - b. Issuance of a purchase order to Brisk Labs Corp. referencing this quote and the terms and conditions herein prior to the expiration date above.

Agreed and Accepted:

	Carmen Ordonez	
SIGNATURE	NAME	DATE
Director of Fiscal Services	Beaumont Unified School District	
TITLE	SCHOOL / DISTRICT	

DocuSigned by:
Arman Jaffer
1FA5FF0422C6450...

CEO

3/31/2025

ARMAN JAFFER (BRISK TEACHING)

TITLE

DATE



2/26/2025 8:44:25

quote number: WVS1519710

page 1 of 2

price quote/proposal

Remit Payment To:

WeVideo Inc.
P.O.Box 103175
Pasadena, CA 91189-3175
Fax: 408-819-9441
po@wevideo.com

Customer Information:

Lani Bauntlett
Teacher
#REF!
lgauntlett@beaumontusd.k12.ca.us
Beaumont USD
PO Box 187
Beaumont, CA. 92223

Date: 2/26/2025
Quote Expires: 7/15/2025

WeVideo Contact:
Barbara DelBove
barbara@wevideo.com
678-276-5796

Notes:

Beaumont USD is presented with the following WeVideo for Schools subscription price proposal. With this agreement, Beaumont USD is guaranteed the price below and is protected from annual price increases for the term of the agreement they choose. Upon receipt of this signed document and a district purchase order, Beaumont USD receives 100% of purchased capacity. This offer is contingent on the signed acceptance of this proposal, which constitutes a commitment to pay for the subscription term chosen by Beaumont USD below:

Table with 5 columns: Product/Description, Total Extended Price, Subtotal, Tax (exempt?), Total. Includes row for 4000 users WeVideo for Schools Annual Subscription at \$14,237.49.

SECTION I - Term length and subscription term discount options (CHECK ONE):

- [X] WeVideo annual subscription with a rate of: \$14,237.49
[] WeVideo 24 month subscription with a rate of: \$28,474.97 or \$14,237.49 per year
[] WeVideo 36 month subscription with a rate of: \$42,712.46 or \$14,237.49 per year

SECTION II - is a purchase order required to send an invoice to Beaumont USD (CHECK ONE):

- [] Yes, a school/district PO is required to invoice our school or district. Please return a copy of your PO with this signed quote.
[] No, this signed quote is sufficient to invoice my school (invoice provides information for credit card payment)



2/26/2025 8:44:25

quote number: WVS1519710

page 2 of 2

price quote/proposal page 2 of 2

school/district Beaumont USD

contact Lani Bauntlett

po@wevideo.com

P.O.Box 103175

Fax: 408-819-9441

Pasadena, CA 91189-3175

WeVideo contact: Barbara DelBove barbara@wevideo.com 678-276-5796

Quote Expires: 7/15/2025

SECTION III - COMPLETE ALL FIELDS:

REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT

SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)

This is the person to whom the WeVideo account will be provisioned, whomever will be the active license manager.

School/district name Beaumont USD

WeVideo account admin/owner who will log-in/manage the WeVideo account on a daily basis

Admin/owner First Name Lani

Admin/owner Last Name Gauntlett

Admin/owner Email lgauntlett@beaumontusd.k12.ca.us

Job title/role Instructional Technology Coordinator

Phone Number 091-845-1631 ext. 005502

BILLING INFORMATION

Accounts Payable Contact First Name Natali

Accounts Payable Contact Last Name Rosales

Accounts Payable Email purchasing-ap@beaumontusd.k12.ca.us

Accounts Payable Phone Number 951-845-1631

PROPOSAL ACCEPTANCE

School or district purchase approver

The Parties acknowledge and agree that this Quote is subject to, and governed by, the WeVideo Services Agreement and WeVideo Terms of Use (linked below) entered into by and between the Parties on the requested start date or date of signature below whichever is later ("WeVideo Services Agreement"). The WeVideo Services Agreement is incorporated herein by reference. To accept this offer, please complete sections 1 through 3 above, sign and date here, where it says (Proposal Acceptance.) Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Signature _____ Date _____

Print Name Carmen Ordonez

Print Title Director of Fiscal Services

07/01/25

Requested Start Date: _____

[WeVideo Terms of Use](#)

CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE

This agreement is made effective on April 23, 2025 (date) by and between Mastery Coding Inc. dba USAEL (Rallycry), 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 records 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 [INSERT PROCEDURE]:
N/A
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 [INSERT PROCEDURE]:
All student PII collected will be secured in accordance with school district guidelines, not to be shared outside Mastery Coding Inc. , and will be permanently deleted or anonymized after engagement/use period.
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 [INSERT PROCEDURE]:
All student PII collected will be secured in accordance with school district guidelines, not to be shared outside Mastery Coding Inc. , and will be permanently deleted or anonymized after engagement/use period.

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 [INSERT PROCEDURE]:

All student PII collected will be secured in accordance with school district guidelines, not to be shared outside Mastery Coding Inc. , and will be permanently deleted or anonymized after engagement/use period.

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 following procedure [INSERT PROCEDURE]:

All student PII collected will be secured in accordance with school district guidelines, not to be shared outside Mastery Coding Inc. , and will be permanently deleted or anonymized after engagement/use period.

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 following procedure [INSERT PROCEDURE]:

All student PII collected will be secured in accordance with school district guidelines, not to be shared outside Mastery Coding Inc. , and will be permanently deleted or anonymized after engagement/use period.

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

BEAUMONT UNIFIED SCHOOL DISTRICT

District Authorized Signature:

Printed Name and Title:

Carmen Ordonez / Director of Fiscal Services

Date: _____

Vendor Authorized Signature:

Joseph Gabaldon Digitally signed by Joseph Gabaldon
Date: 2025.03.24 21:35:44 -07'00'

Printed Name and Title:

Joseph Gabaldon, COO

Date: 03/24/25

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

WHAT WE DO

Competitions

We design, host & operate epic esports competitions; from single-day tournaments to multi-month long international leagues. //

WHAT YOU GET

- Player experience that always comes first
- Program design by our world class experts
- Turnkey end-to-end operations

Platform Tech

The only esports platform that puts community first. Our white-label tech is a one-stop-shop for esports at any scale. //

WHAT YOU GET

- Fully-featured competition technology
- Community hubs and management tools
- Military-vetted security and user protection

Community

We provide infrastructure to grow and empower communities of gamers, in-person and virtually. //

WHAT YOU GET

- Broadcast, events, and content
- Community building and engagement
- Brand design and management

WHO WE WORK WITH



QUOTE

Beaumont Unified School District
Attention: Accounts Payable
350 Brookside Ave
BEAUMONT CALIFORNIA 92223
UNITED STATES

Date
28 Mar 2025

Expiry
31 Jul 2025

Quote Number
BEAUMONTDIST-2025

5-Star Students
5210 E. Pima St.
Suite 200 K
Tucson, AZ 85712

Description	Quantity	Unit Price	Tax	Amount USD
5-Star Students Diamond Package Renewal (Large School). 1 year program subscription, mobile apps, unlimited surveys and voting, refresher training, SIS integration, Communication Add-on	1.00	3,650.00	None	3,650.00
5-Star Students Platinum Package Renewal (Medium School). 1 year program subscription, mobile apps, unlimited surveys and voting, refresher training, SIS integration (Mountain View, San Gorgonio)	1.00	2,250.00	None	2,250.00
5-Star Students Platinum Package Renewal (X-Small School). 1 year program subscription, mobile apps, unlimited surveys and voting, refresher training, SIS integration (Summerwind)	1.00	1,400.00	None	1,400.00
Discount: District 10%	1.00	(955.00)	Tax Exempt	(955.00)
			Subtotal	6,345.00
			TOTAL TAX	0.00
			TOTAL USD	6,345.00

Terms

Please send purchase orders to billing@5starstudents.com or fax to 800-321-0931

Federal Tax ID# 92-1304590



QUOTE DATE: March 19, 2025

QUOTE FORM

Company Information

Company Name	95 Percent Group	Quote Number	Q-23735
Address	475 Half Day Road, Suite 350 Lincolnshire, IL 60069	Created Date	March 19, 2025
Prepared By	Cortnie Gurren	Expiration Date	June 30, 2025
Title	Strategic Account Executive	Delivery Type	Upfront
Telephone			
Email	cgurren@95percentgroup.com		

Customer Information

Account Name	Beaumont Unified School District : CA
Address	Attn: P.O.Box 187 Beaumont, California 92223
Contact Name	Gaby Toledo
Contact Title	Director of Special Education
Contact Telephone	(951) 845-1631
Contact Email	gtoledo@beaumontusd.k12.ca.us

Invoice / Billing Information

Bill to Name	Beaumont Unified School District : CA	Bill to Address	Attn: P.O.Box 187 Beaumont, California 92223
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QUOTE SUMMARY

95 RAP - Digital Product

Site Shipping Information:
Beaumont Unified School District : CA
350 W Brookside Ave
Beaumont, CA 92223

Product Name	Product Item #	Unit Price	Qty	Net Total
95 Reading Achievement Program (95 RAP) for One Teacher. Includes one school-year subscription to 95 RAP, course, training and coaching	CB1550	\$3,070.00	26	\$79,820.00
Reading Achievement Program (95 RAP) Subscription, School Year Term, July-June 04/23/2025 - 06/30/2026	CB1501.08	Included as part of 95 Reading Achievement Program (95 RAP) for One Teacher. Includes one school-year subscription to 95 RAP, course, training and coaching	26	\$0.00
		Sub Total		\$79,820.00

Net Total :	\$79,820.00
Shipping & Handling (10% of printed product) :	\$0.00
Tax :	\$0.00
Grand Total :	\$79,820.00

Notes:

Limited 30 day return/replacement policy: All product returns require prior approval. Please contact orders@95percentgroup.com to receive authorization. 15% restocking fee on all printed Phonics Lesson Library products. 10% on all other printed products. NO returns on opened shrink wrapped product. Damaged materials (stamped, written on, damaged from usage by client) will not be accepted. All sales are final for 95 Phonics Booster Bundle: Summer School Edition. NO refunds, exchanges or returns.



MIND Education
 5281 California Avenue, Suite 300
 Irvine, CA 92617
 949-345-8700
 866-569-7014
 www.mindeducation.org

Created Date 2/7/2025
 Quote Number 00021707
 Expiration Date 9/1/2025
 Partnership Manager Mary Jane Smith
 Partnership Manager Email mjsmith@mindeducation.org
 Education Success Manager Mary Jane Smith
 Education Success Manager Email mjsmith@mindeducation.org

Please submit purchase orders:
By email: purchaseorders@mindeducation.org
By Fax: 1-866-569-7014
You can view our technical requirements [here](#).
Thank you for being an ST Math partner!

Bill To BEAUMONT UNIFIED
 350 W. BROOKSIDE AVE
 BEAUMONT, CA 92223

Ship To BEAUMONT UNIFIED
 500 GRACE AVE
 BEAUMONT, CA 92223

Product	Account	Quantity	Detail Description	Total Price
Conversion to ST Math Site Subscription (251+)	Starlight Elementary	1.00	ST Math Site Subscription includes: Annual Software License, one (1) virtual PL offering, Implementation support, ST Math Academy on-demand PL, embedded help and tutorials, software updates, and Tech Support	USD 12,000.00
Renewal Discount	Starlight Elementary	1.00	DISCOUNT APPROVED BY MIND RENEWALS DEPARTMENT	USD -6,300.00
Renewal/Annual Service - ST Math Student License	Palm Innovation Academy	340.00	ST Math Annual Service/Renewal Fee Includes: - Renewal of ST Math Software License - Ongoing Minor Software Updates - Access to ST Math Academy Online Courses (Asynchronous via Web Browser) - Technical Support during Standard Business Hours via Email or Phone - Weekly School Progress Reports Delivered via Email	USD 3,536.00

Subtotal USD 9,236.00
 Grand Total USD 9,236.00

***Total does not include any applicable sales tax. If you are not tax exempt the final invoice may include sales tax, depending upon your state and local tax regulations. If you are tax exempt, please send a copy of your tax exemption certificate to remittance@mindeducation.org in order to ensure that sales tax is not included on your final invoice.**

Start Date 7/1/2025

Thank you for being an ST Math partner! By submitting payment for quoted services, you agree to MIND Education's Terms of Use as described at <http://www.mindeducation.org/misc/terms/>

MIND Education complies with applicable state and federal laws and regulations and uses commercially-available measure to protect and maintain the security of any collected data. Our Privacy Policy can be found at <http://www.mindeducation.org/misc/privacy/>.



End Date 6/30/2026

Thank you for being an ST Math partner! By submitting payment for quoted services, you agree to MIND Education's Terms of Use as described at <http://www.mindeducation.org/misc/terms/>

MIND Education complies with applicable state and federal laws and regulations and uses commercially-available measure to protect and maintain the security of any collected data. Our Privacy Policy can be found at <http://www.mindeducation.org/misc/privacy/>.



Date
02-24-2025

This Quote Expires on
06-24-2025

Shipping

Beaumont USD Instructional Support Services (8 Schools)
Inez Bass
350 W. Brookside Ave.
Beaumont, CA 92223
US
ibass@beaumontusd.k12.ca.us

SKU	Title	Quantity	Price	Total
MORE-S	School Membership - Serves a typical school campus for one year on all classroom computers and mobile devices. Group Access feature provides separate sign in for teachers and enrolled students.	8	\$355.00	\$2,840.00
			Subtotal	\$2,840.00
			Tax	\$0.00
			Shipping	\$0.00
			Total	\$2,840.00

A purchase order is a document created by you to request an order for Starfall products billable to your school or district. For us to process your request, your purchase order must:

- appear on school letterhead
- contain your school name, address, phone number, contact name and email address
- have a purchase order number issued by your school or district
- accompany this price quote

Email your Purchase Order and this Price Quote to orders@starfall.com.
Alternatively, you may mail or fax the purchase order and price quote.
Contact helpdesk@starfall.com or call 1-888-857-8990 with any questions.

email
orders@starfall.com
PDF preferred.

toll free
phone 888-857-8990
fax 800-943-6666

outside the us
phone 303-417-6414
fax 303-417-6434

Starfall Education Foundation
P.O. Box 359
Boulder, CO 80306
Federal ID #: 46-4463460



Step 1: INFORMATION

Second Grade Tournament Hills Elementary (BUSD) 951-769-0711
Applicant/Organization Name: 3rd Hill Champions Dr. Beaumont, CA 92223
Street Address: City: Zip:
Is the applicant a City of Beaumont resident/business? (Proof of residency required) [X] Yes [] No
Applicant email: kpope@beaumontusd.k12.ca.us
Alternative contact person: Lora Roman 951-769-0711
Name: Phone:

Step 2: EVENT

Event Name: Second Grade Walking Field Trip
Type of Event: [] Meeting [] Birthday [] Family Gathering [X] Other: Field Trip
Event Description:

of Attendees: 135 Date(s) of Use: 5/9/25 Period of Use: [X] One-time [] Re-occurring
Set-up Time: 7:30 am to 8:00 am Event Time: 9:00 am to 1:30 pm Clean-up Time: to
*Rental hours requested must include set-up and clean-up time. TOTAL HOURS: 6 hrs.

Step 3: DETAILS

Is the applicant a non-profit organization? [X] Yes [] No If yes, non-profit #: BUSD
Is the event open to the public? [] Yes [X] No
Will you be setting up any tents/structures? [] Yes [X] No
Will there be a bounce house? [] Yes [X] No
Ball field use requested? [] Yes [X] No
Is this rental for a sports practice? [] Yes [X] No League/Team Name:

Step 4: FACILITY

- Sports Park [] Restroom [] Fields [] Stewart Park [] Rangel Park [] Restroom [] DeForge Park [] Restroom [] Pavilion
Nicklaus Park [] Restroom
Mickelson Park [X] Restroom [X] Pavilion
Trevino Park [] Palmer Park [] Shadow Creek Park [] Stetson Park
Three Rings Ranch Park [] Fallen Heroes Park [] Restroom
Wildflower Park [] Pavilion
Mountain View Park [] Pavilion



POST EVENT CLEAN-UP CHECKLIST

Renter's Name: Tournament Hills Elementary - Second Grade
Event Date: 5/9/25 Event start time: 8:00am Event end time: 1:30pm

In order to receive a full refund of the rental deposit, the facility must be left in the same condition as it was prior to the event. Due to the unavoidable seasonal and recreational circumstances/activities, there is no guarantee concerning the condition of the shelter and the surrounding area. The City will maintain the shelter to the best of their ability prior to the event.

The list below is provided to help guide you with the clean-up policy and intended to be checked off at the time of cleaning:

- | Remove all food, gifts, decorations, etc.
- | Remove all rental equipment
- | Removal of trash – place in dumpsters if available
- | Clean up of all spills to the best of your ability

Thank you for renting with the City of Beaumont!



<p>INITIAL _____</p>	<p>APPLICATION PROCESS</p> <p>A reservation is not confirmed until a Park Reservation Application has been completed, signed, and all deposits have been paid. Quotes and telephone/email inquiries are not binding and do not constitute a reservation.</p>
<p>INITIAL _____</p>	<p>FEES, CANCELLATION & REFUNDS</p> <p>To reserve a date, the rental deposit must be made at the time of the reservation. The remaining facility rental balance must be paid fifteen (15) days prior to the reservations date. Reservations cancelled fifteen (15) days or more prior to the event will receive a refund minus a \$20 processing fee. Reservations cancelled fourteen to six (14-6) days prior to the event will receive a refund, minus 20% of rental fees paid to reserve the facility. Reservations cancelled five (5) days or less prior to the event date will not receive a refund on the rental fees.</p>
<p>INITIAL _____</p>	<p>DEPOSIT REFUND PROCESS</p> <p>The security deposit is <u>in addition</u> to the reservation fees. The deposit is refundable provided the facility is returned to the same condition in which it was found*; for cleanliness; and turning off all utilities. If the facility is found to be in satisfactory condition (clean, no damage, etc.), the refund deposit will be returned via check within six (6) weeks following the event. If damage or loss does occur, the deposit will be held until estimates can be obtained. All replacement and/or repair fees will be deducted from the deposit.</p> <p><i>*Due to the unavoidable seasonal and recreational circumstances/activities, there is no guarantee concerning the condition of the shelter and the surrounding area. The City will maintain the shelter to the best of their ability prior to the event.</i></p>
<p>INITIAL _____</p>	<p>PARK SHELTER RULES</p> <ul style="list-style-type: none"> • Use of tape or staples for decorating will forfeit your deposit. We recommend taking pictures of the area before you leave in case proof of cleanliness becomes necessary. • No amplified sound permitted (No DJs or bands) • Smoking is prohibited in all City parks and facilities (BMC 8.42.020) • Alcoholic beverages prohibited unless prior approval as a condition of a Special Event Permit. • No wood burning campfires or propane grills permitted, Charcoal only. • Motor vehicle use is prohibited on surfaces other than those maintained and specifically designated. • The pavilions are to be vacated no later than 10:00 PM. (BMC 12.24.010).
<p>INITIAL _____</p>	<p>BOUNCE HOUSES/JUMPERS</p> <ul style="list-style-type: none"> • Permit Holder/Requestor and bounce house company must execute a written agreement (between the two parties) and agree to indemnify and defend the City from any liability related to the use of a bounce house. The Certificate of Insurance and Endorsement must list the City as additionally insured. • The City reserves the right to limit the number and size of bounce houses being used. Only small bounce houses are permitted (18'x18' max). Larger sized bounce houses are permitted only with a Special Event Permit and with Director approval. • No water bouncers. • Bounce houses are to be set up only by the bounce house company in compliance with manufacturer specifications. • Bounce house companies will be responsible for providing a generator for the inflation of the bounce house. The City does not provide electricity. Additional gasoline cans MUST NOT be stored next to the generator. • The bounce house company must provide a fire extinguisher that is equipped to extinguish any fire that may occur.

	<ul style="list-style-type: none"> • Bounce houses must be under supervision by an adult at all times. Permit Holder/Requestor must provide adequate supervision so that the use is in compliance with manufacturer recommendations and reflects safe levels of operation. • Bounce houses are not allowed in City parks overnight. • Bounce houses must be free standing and weighted. Stakes are prohibited in City parks unless approved as a special condition of a Special Use Permit. Bounce houses must not be tied or tethered to trees, tables, or other park amenities. • Permit Holder/Requestor is responsible for all damage caused by their use of the park or bounce house. Damage to City property or turf may result in loss of deposit. • NO VEHICLES ARE ALLOWED IN CITY PARKS, ON TURF, OR ON WALKWAYS UNLESS APPROVED AS PART OF A SPECIAL USE PERMIT. • The City is not responsible for any damage to the bounce house.
<p><i>INITIAL</i></p> <p>_____</p>	<p>RESTROOMS</p> <ul style="list-style-type: none"> • The restroom key may be picked up from the Albert A. Chatigny Sr. Community Center on Friday before your event. The office is open from 8AM to 12PM. • Key must be returned on the Monday following your event. If your event falls on a holiday weekend, please return the key on the next business day.

I, the undersigned applicant, agree to abide by and enforce the rules, regulations, and policies governing this facility as set forth by the City of Beaumont. I understand that by signing this document I accept responsibility for any damages to premises, furniture, equipment, or grounds resulting from the use of the facility. I further agree that any violation of the Facility Use Policies and Procedures Manual can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Carmen Ordonez

Applicant Name (Please print)

Signature

Date

Step 5 – SIGNATURE

To the fullest extent permitted by law, Applicant agrees to defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys’ fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the issuance of this Permit and Event(s) and Activities held pursuant to the Permit, except to those liabilities caused by the sole negligence of the city as determined by a court of law. Applicant’s obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which Applicant (and/or Applicant’s agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by Applicant as they are incurred by CITY. This provision survives the expiration of the Event and the Permit.

Carmen Ordonez

Applicant Name	Applicant Signature	Date
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OFFICE USE ONLY

- I Proof of residency, non-profit status, etc. provided
- I Copy of insurance
- I Signed Rental Contract
- I Room/Facility Assignment: _____

User Group Classification:

- I **Group A:** City of Beaumont sponsored and co-sponsored classes, events and programs, governmental agencies serving Beaumont’ residents and the Beaumont Unified School District.
- I **Group B:** Beaumont based non-profit organizations.
- II **Group C:** Beaumont resident or business.
- II **Group D:** Non-Beaumont resident, non-profit based outside of Beaumont, or businesses.

Fee Worksheet:

First two hours:	
Add. hours:	
Staff time:	
Subtotal:	
Deposit:	
TOTAL:	

STAFF APPROVAL:

SIGNATURE	DATE
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CITY OF BANNING PARKS AND RECREATION DEPARTMENT
 •789 N. San Gorgonio Ave, Banning CA 92220 • 951-922-3242 • CS@banningca.gov •
APPLICATION FOR FACILITY USE PERMIT

Organization Name: Starlight Elementary, Beaumont Unified School District
 Contact Person: Andrea Jimenez
 Authorized Users: _____
 Address: 1510 Cougar Way
 City: Beaumont State: CA Zip: 92223
 Day Phone: _____ Evening Phone: _____
 Email Address: _____

Check One: Private/Commercial Non Profit #: _____
 Activity: End of year field trip for 5th grade
 Date(s) Requested: 5/29/2025
 Time Requested*: From 9AM To 1PM

*includes set up and clean up time
 Expected Attendance: 160 Public Invited? Yes No

Please Check Requested Facility(ies):

BANNING MUNICIPAL POOL

- Pool (180 Max.) Lifeguards included \$161.00 per hour
 - Cabana Rental (25 Max.) \$69.00 per Open Swim Session
- Number of Cabanas _____ (2 Max.)

PARK FACILITIES

	Private/Commercial	Non Profit
<input type="checkbox"/> Amphitheater Stage Replier Park	\$45.00	\$45.00
<input type="checkbox"/> Picnic Shelter: _____ Park	\$30.00	\$30.00
<input type="checkbox"/> Ballfield: _____ Park (per field)	\$30.00	\$30.00
Number of fields requested: _____		
<input type="checkbox"/> Ballfield Lights: _____ Park	\$17.00	\$17.00
(Per hour, 2-hour minimum)		
<input type="checkbox"/> Dysart Park	\$145.00	\$145.00
<input type="checkbox"/> Playhouse Bowl Building	\$90.00	\$55.00
<input type="checkbox"/> Roosevelt Park Building	\$90.00	\$55.00
<input type="checkbox"/> Other: _____	Costs may Vary	

Electricity Needed: Yes No
 Will you have a jumper/inflatable (Insurance required)? Yes No

COMMUNITY CENTER

	Private/Commercial	Non Profit
<input type="checkbox"/> Gymnasium (380 Max.)	\$140.00	\$70.00
<input type="checkbox"/> Large Meeting Room (40 Max.)	\$70.00	\$35.00
<input type="checkbox"/> Small Meeting Room (25 Max.)	\$60.00	\$35.00
<input type="checkbox"/> Kitchen and Gym (380 Max.)	\$325.00	\$200.00

Long Tables requested (10 long tables): Yes No #: _____
 Round Tables requested (15 Round tables) Yes No #: _____
 Chairs requested (60 chairs): Yes No #: _____

SENIOR CENTER

<input type="checkbox"/> Nutrition Site (135 Max.)	\$100.00	\$55.00
<input type="checkbox"/> Multi-Purpose Room (75 Max.)	\$90.00	\$55.00

OFFICE USE ONLY

Date Received: _____ By: _____
 Entered: _____
 Fees: Rental: \$ _____

(Non-Refundable Deposit: Private/Commercial \$25.00; Non-Profit \$10.00)

Staff (building rentals only):

\$20.00 X _____ hours (Weekdays)
 \$27.00 X _____ hours (Weekend/Nights)

Total Staff: \$ _____

Total: \$ _____

Security Deposit:
 \$100.00 for non-profit
 \$200.00 for Private/Commercial

Rental Fees Waived: Yes No

Staff Fees Waived: Yes No

Security Deposit: \$ _____

Security Deposit Receipt #: _____

Payment #1: \$ _____

Payment #1 Receipt #: _____

Payment #2: \$ _____

Payment #2 Receipt #: _____

Insurance Received: Yes No

Inflatable Insurance Received: _____

Electricity Approved: Yes No

Comments:

Please write down Receipt Numbers when payments are made and staple a copy of the receipt to this form.

POLICIES GOVERNING THE USE OF CITY OF BANNING FACILITIES

1. Applications for use of facilities must be submitted to the Community Center Office a minimum of thirty (30) working days prior to the requested dates.
2. An Application Deposit (\$25.00/Private or Commercial Groups, \$10.00/Non-Profit Groups) Must accompany a completed Facility Rental Application. If an application is approved, the Application Deposit becomes non-refundable and will be applied to the total rental fees, deposits will be returned for denied applications. Please note: The application deposit is waived for groups having a working agreement with the City of Banning (e.g. Banning Unified School District, etc.)
3. All applications are subject to final approval by staff, and he/she shall have the right to deny use to any applicant.
4. All events are subject to a Security Deposit (\$200/Private or Commercial Groups, \$100/Non-Profit Groups), and the Security Deposit must be submitted at least thirty (30) days prior to rental date. Security deposit must be paid in cash only. CHECKS WILL NOT be accepted for the Security Deposit. The Security Deposit will be refunded the Wednesday after completion of the event, provided the facility has been cleaned, no repairs are needed, and all equipment is returned. If damage to the facility is sustained during the event, or equipment is damaged or missing, charges will be determined by City Staff and deducted from the deposit.
5. User of the facility shall assume full liability for injury to person or damage to property caused by negligence or the improper or unauthorized usage of the facility. As a result, applicants must provide a Certificate of Insurance, naming the City of Banning as additional insured, with limits of \$1,000,000.00 Bodily Injury and Property Damage combined. Special Event Insurance packets may be picked up by applicant at the Community Center.
6. Depending upon the nature of the event, applicants may also be required to secure any or all of the following: Special Event Permit, Security Guards (1 for 100 people), etc.
7. Decorations are not permitted unless prior approval is given. If permitted, the following requirements apply:
 - Decorations may not be fastened to light fixtures
 - Only masking tape may be used to hang decorations
 - Existing Facility Decorations may not be removed
 - Open flame devices are prohibited
 - All decorations must be removed following the event
8. Absolutely **no alcoholic beverages** will be permitted at any facility.
9. All events must be completed according to reservation. No event may extend past 12:30 A.M., and all facilities must be completely cleaned and vacated by 1:00 A.M.
10. All facilities (including parking lots) must be returned to original condition following all events.
11. **For outdoor rentals** staff will make every effort to ensure the facility is cleaned, however due to the facility being open to the public throughout the day and limited staffing this may not be feasible.
12. Staff fees will be required for groups using park site buildings. Staff fees will also be required for community center or senior center facilities outside regular working hours (Monday – Friday, 8:00 A.M. – 5:00 P.M.). In addition, groups reserving a Picnic Shelter, who require special maintenance prior to use, will be charged a minimum of two (2) hours staff time. Staff fees are:
 - \$20.00/hour Monday – Thursday (8:00 A.M. – 9:00 P.M.)
 - \$27.00/hour Monday – Thursday (9:00 P.M. – 1:00 A.M.), Fridays, Saturdays, Sundays, and City Holidays.

I, on behalf of the above-named organization certify that I have read and understand the policies governing the rental and use of the City of Banning facilities that are laid out above and in the Facility Rental Information Packet and agree to abide by and enforce these policies. I understand that I may be held responsible on behalf of the organization for any damages or unnecessary abuse of the buildings, grounds or equipment as a result of the occupancy of this reservation.

Signature of Applicant: _____ Date: _____

**COLLEGE OF EDUCATION
LEARNING SITE AGREEMENT**

This *Learning Site Agreement* (“Agreement”) is entered into by and between the Trustees of the California State University (CSU) on behalf of California State University, San Bernardino (“University” or “CSUSB”) principally located at 5500 University Parkway, San Bernardino, CA 92407

and Beaumont Unified School District (Legal Entity Name)

located at 350 West Brookside Avenue, Beaumont, CA 92223

BACKGROUND: The University Procurement & Contracts Department is requested to execute a substantial number of Learning Site Agreements annually. This Learning Site Agreement is intended to streamline the process by authorizing campus departments to place students at sites where a standardized agreement, containing required general terms and conditions, is already executed and in force. Where neither party requires the standard contract language be modified by additions or deletions, students may be placed without further action from Procurement & Contracts. Program specific requirements not explicitly addressed in this agreement do not automatically necessitate the execution of a supplemental agreement. For example, implicit program administrative requirements, which do not affect the substantive rights of the parties, do not require an amendment or supplemental agreement. Only modifications, which materially change the rights or obligations of the parties, **or any revision to, or deviation from, the General Provisions**, require both parties authorized signatories to execute an amendment or supplemental agreement.

PURPOSE: University offers degree, certificate, or class specific programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. The term “University Program”, includes any college, school, academic or administrative department located at CSUSB or CSUSB-PDC (Palm Desert Campus), governed by the Trustees of the California State University which may offer programs involving practical experience outside the classroom. In order for specific University programs to place students with a Learning Site, a valid Learning Site Agreement must be in place. Execution of a Learning Site Agreement does not automatically grant University the right to place students with Learning Site at any time or place it desires, nor does it promise or ensure that students will be placed at Learning Site. Placement of students at a Learning Site is at the sole discretion of individual University programs so long as Learning Site is willing and able to accommodate students for the requested duration. Prior to any placement, both the specific University program and Learning Site must mutually agree in writing prior to placement, to the scope of the engagement and to any additional program specific requirements not specified herein.

SCOPE: This agreement is intended to cover *Service Learning, Internships, Fieldwork, Field Practicums, Supervised Field Placement, Practice Teaching*, and any substantially similar program where University places students with an outside entity as part of his or her educational requirements. Each University program is required to maintain program specific standards, tools and goals, which must be communicated with Learning Site prior to placement of students. These requirements may include, but not be limited to risk assessments and site vetting which may or may not include a site visit; and creation of a program specific Learning Plan. This agreement does not delineate any of these responsibilities. Individual programs are required to develop, maintain, and communicate, as necessary, any additional requirements to Learning Site. Specific program requirements may be incorporated into this agreement by reference as necessary, or from time to time by addendum, upon the request of University Program or Learning Site.

In consideration of the mutual promises and conditions set forth below, the University and the Learning Site agree as follows:

I. **RIGHTS AND OBLIGATIONS**

A. **Program Activities**

1. The Learning Site will provide the University’s student(s) with a student-focused learning experience in keeping with the student(s) and the University’s learning objectives and goals.
2. The Learning Site and the University will meet as necessary to facilitate a mutually beneficial experience for all parties involved, or at the request of any of the parties.

3. The University and the Learning Site shall mutually agree to maximum number of students assigned to the Learning Site at any one time for experience in any given semester prior to the student(s) arrival at the Learning Site.
4. The length of the time the student(s) will be assigned to the Learning Site shall be mutually agreed to prior to the student(s) arrival at the Learning Site.
5. The University will work closely with the Learning Site to meet the expectations and priorities of the Learning Site as well as the student(s) outcomes.

B. Conflict Resolution and Discipline

1. The Learning Site and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
2. The Learning Site may dismiss a student if the student violates its standards, mission or goals. The Learning Site will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.

C. Learning Site's Responsibilities

1. Identify the student's field instructor (supervisor or Resident Teacher) who satisfies the University requirements for this role. The field instructor agrees to meet with the student regularly to facilitate the student's learning experience, provide support, review progress on assigned tasks, verify service hours (if required) and give feedback. Facility shall provide students with sufficient numbers and variety of procedural experiences to satisfy requirements for the fieldwork and/or practice teaching.
 - a. "Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the Learning Site, in the schools or classrooms in which practice teaching is provided.
2. The Learning Site shall provide, for those students in credentialing programs, the University student teaching experience through practice teaching in schools and classes of the Learning site. Such practice teaching shall be provided in such schools or classes of the Learning site under the direct supervision and instruction of such employees of the Learning Site, as both parties, through their duly authorized representative, agree upon.
 - a. An assignment of a student of the university to practice teaching of the Learning Site shall be, at the discretion of the University for approximately 16 weeks of student teaching.
3. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Learning Site's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where students will check-in and how the students will log their time.
4. Provide each student with a written description of the student's tasks and responsibilities.
5. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Learning Site's clients.
6. Evaluate the quality of student performance in accordance with any program specific requirements mutually agreed to and provided by the University in advance of student(s) arrival.
7. Contact the University if the student fails to perform assigned tasks, engages in misconduct, or does not meet the Learning Site's expectations for any reason.
8. Notify the University as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at the Learning Site.
9. Learning Site retains professional and administrative responsibility for all activity at Learning Site.

D. University's Responsibilities

1. The University will advise the student(s) of their responsibility to:
 - a. Participate in all training required by the Learning Site.
 - b. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
 - c. Complete all assigned tasks and responsibilities in a timely and efficient manner.
 - d. Abide by the Learning Site's rules and standards of conduct.
 - e. Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.
2. The University shall maintain fieldwork eligibility records of each candidate in practice teaching, school psychology, professional counseling, school counseling, and rehabilitation counseling fieldwork and administrative practice.
3. The University shall maintain eligibility records for each credential student candidate. This includes but is not limited to the Certificate of Clearance issued by the California Commission on Teacher Credentialing, proof of Tuberculosis clearance, all required test scores and proof of subject matter competency to verify eligibility for fieldwork experiences according to the requirements for each credential program.
4. The University will inform students in practice teaching that they are not (1) Learning Site employees for any purpose; (2) entitled to wages or employee benefits for the time spent at the Learning Site in practice teaching.
5. The University shall take all necessary steps to ensure that any student presented to the Learning Site for affiliation through this Agreement is currently enrolled at the University.
6. The University shall provide District Resident Teachers/Mentors a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches and instructional practices. The University ensures that District Resident Teachers remain current in the knowledge and skills for candidate supervision and program expectations.

E. Payment Schedule For Credential Program Resident Teachers/Mentors

1. It has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District;
2. The honorarium or payment provided herein is intended to be transmitted promptly by the District to the Resident Teacher/Mentor Teacher as compensation for and recognition of services performed for the student teacher in the Resident Teacher/Mentor Teacher's charge;
3. The State shall pay District for such services at the RATE AND AMOUNT of \$250.00 per student per semester, not to exceed a total payment of \$50,000.00 during the term of the agreement.

II. GENERAL PROVISIONS

- A. Term of Agreement** - The term of this Agreement shall begin on July 1, 2025 and shall continue through June 30, 2026. Unless otherwise prohibited by law, a new agreement shall automatically be sent to the District for consideration of renewal (if not terminated sooner in accordance with the termination provisions provided herein) for an additional term under the same terms and conditions. Agreements subject to California Education Code Section 17596 shall not exceed five (5) years in total.

BY CHECKING THE FOLLOWING BOX, LEARNING SITE MAY ELECT TO PROVIDE ADVANCE NOTICE OF TERMINATION. ACCORDINGLY, UPON COMPLETION OF THE INITIAL TERM THIS AGREEMENT WILL NOT AUTOMATICALLY RENEW

- B. Termination** - Either Party may terminate this agreement with thirty (30) days advance written notice. If either Party terminates prior to the completion of an academic semester, all students enrolled at the time of notification must be allowed to continue their placement until the conclusion of the current academic semester.

C. Relationship of Parties – Learning Site (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors.

D. Indemnification

1. University shall defend, indemnify and hold Learning Site, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.
2. Learning Site shall defend, indemnify and hold University, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Learning Site, its officers, agents, or employees.

E. Insurance

1. Each Party shall, at its own cost and expense, maintain general liability insurance, comprehensive or commercial form, with a minimum limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate. If Learning Site offers medical or professional services, Learning Site shall also carry professional liability (or errors and omissions) coverage with the same minimum limits. Each Party shall maintain Workers' compensation insurance as required by law. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
2. The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.
3. The State of California has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.
4. Notwithstanding anything to the contrary in Subsection E.1, Learning Site may maintain a self-insurance program for all or any part of the foregoing liability risks, provided such self-insurance in all material respects complies with the requirements set forth herein.
 - a. If self-insured Learning Site, upon request, shall furnish University with a Certificate of Self-Insurance Coverage or other suitable document indicating that the self-funded retention levels maintained for each liability program meet or exceed the minimum insurance limits required under this agreement.
5. The General Liability coverage referred to hereunder by each Party shall include the respective Party as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the Parties, their officers, agents and/or employees.
6. University shall arrange for students to be covered by an insurance policy providing general and professional liability with limits of \$2,000,000 each occurrence and \$4,000,000 general aggregate under either the Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP), or the Student Professional Liability Insurance Program (SPLIP)
 - a. Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP) provides general and professional liability coverage for students enrolled in service-learning course sections for which they receive academic credit. In essence, the program provides indemnity, including legal defense costs for students, faculty, campus and host institution (when required by contract/agreement), if there is a claim or lawsuit involving injury to others or damage to property in connection with service learning and other academic fieldwork experiences.
 - b. Student Professional Liability Insurance Program (SPLIP) provides general and professional liability coverage as well as educator's errors & omissions liability coverage for students enrolled in nursing, allied health, social work or education credential programs of the CSU who also perform community service or volunteer work for academic credit.

- F. Status of Students** - Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of either the University or Learning Site, except when explicitly approved by the specific program. Students do not displace regular employees.
- G. Confidentiality of Student Information** – University student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.
- H. Health Testing** – If Learning Site requires a health history or testing (tuberculosis testing, current immunizations, flu shot, etc.) for students prior to placement, students shall provide proof of satisfactory health history directly to Learning Site.
- I. Background Check/Finger-Printing** - If Learning Site requires University’s students to undergo a background check or fingerprinting prior to placement, University students shall coordinate the results directly with Learning Site.
- J. Governing Law** – This Agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law.
- K. Endorsement** - Nothing contained in this Agreement shall confer on any party the right to use the other party’s name as an endorsement of a product or service, or to advertise, promote or market any product or service.
- L. Assignments** - This Agreement is not assignable in whole or in part by either Party.
- M. Fair Labor Standards Act and Displacement of Organization Employees** – It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of Learning Site.
- N. Confidentiality of Medical Records (HIPAA)** – *[Applicable to clinical/medical placements only]* All of Learning Site’s medical records and charts created in connection with Clinical Training shall be and shall remain the property of Learning Site. For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), students shall be considered to be members of Learning Site’s “Workforce,” as defined at 45 Code of Federal Regulations (C.F.R.) §160.103.

In the course of Clinical Training at Learning Site, Students may have access to Protected Health Information, as defined at 45 C.F.R. §160.103, and shall be subject to Learning Site’s HIPAA Privacy and Security policies and procedures. Students may be required to participate in training related to Learning Site’s HIPAA Privacy and Security policies and procedures.

The Parties agree that University is not a “business associate” of Learning Site under HIPAA. University will not be performing or assisting in the performance of covered HIPAA functions on behalf of Learning Site. There will be no exchange of individually identifiable protected health information between University and Learning Site.

- O. Locations** – If Learning Site operates more than one location capable of accepting student interns, and unless otherwise prohibited by policy or law, all locations under Learning Site’s management or control will be covered by the terms of this Agreement. As such, the terms of this agreement shall flow down to any agency, department, etc. under the jurisdiction of the executing body without execution of a separate agreement.
- P. Accrediting Body Essentials:** Both parties hereby agree to adhere to the essentials as set forth by appropriate accrediting bodies Accrediting bodies include, but are not limited to, the Commission on Teacher Credentialing (CTC) and the Council for Accreditation of Counseling and Related Programs (CACREP).
- Q. Nondiscrimination** – Neither Party shall discriminate unlawfully against any student in placement or continuation in a fieldwork program, nor shall they discriminate unlawfully against any employee or applicant for employment.
- R. Severability** - If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.
- S. Notices** – Any notices required by this Agreement will be deemed to have been duly given if sent by overnight delivery or by certified mail with return receipt requested to the correct addresses. Additionally, notices by Email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be: Learning Site name or CSUSB].

T. Program Contacts (Optional) – The below listed program contacts (if any) may have administrative oversight of educational programs related to this agreement. These individuals should be contacted for program administrative matters only. All contractual matters must be communicated, in writing, to the authorized signatories.

California State University, San Bernardino:

Catherine Provencio

(University Program Contact) Name

Administrative Analyst-Specialist

Title

coedeansoffice@csusb.edu

Email

+1 (909) 537-5600

Phone

Learning Site:

Desiree Otsuka

(Learning Site Contact)

Executive Assistant

Title

dotsuka@beaumontusd.k12.ca.us

Email

+1 (951) 797-5314

Phone


U. Authority - Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.

V. Changes – This agreement may only be modified through execution of a written amendment.

W. Entire Agreement – This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. No amendment, alternation or variation of the terms of the Agreement shall be valid unless in writing and signed by the Parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized parties as of the date last written below.

Trustees of the California State University:

 _____
University Authorized Signature *4/1/25*
Date

Robin Bewley
Name

Buyer III - Contract
Title

contracts@csusb.edu
Email

Learning Site:

Learning Site Authorized Signature *Date*

Carmen Ordonez
Name

Director of Fiscal Services
Title

cordonez@beaumontusd.k12.ca.us
Email

**Hope International University
of Fullerton, California**

AGREEMENT

THIS AGREEMENT entered this 23rd day of April, by and between Hope International University of Fullerton, California, hereinafter called the University, and hereinafter called the district:

Beaumont Unified School District

WITNESSETH

WHEREAS the governing board of any school district is authorized to enter into agreements with a state college, the University of California, or any other university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of such institutions; and

Beaumont Unified School District

WHEREAS any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between parties hereto that the payments to be made to the district under this agreement do not exceed the actual cost to the district of the services rendered by the district;

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

I.

The district shall provide teaching experience through practice teaching in schools and classes of the district in terms of a defined unit of time for students of the university possessing valid preliminary certificates and assigned by the University to practice teaching in schools or classes of the district, and under the direct supervision and instruction of such employees of the district, as the University through their duly authorized representative may agree upon.

Both parties agree that if a student should fail to meet either the University's competencies or the District's performance criteria during the course of the program, the student may be dismissed by either party upon written notification to the other party and the student. Retention and dismissal decisions will be collaborative between the University and the District at a meeting prior to grades being determined. The final decision on retention or dismissal will be at discretion of the District. A determination regarding the candidate's continuation in the University's teacher preparation program will be at the discretion of the University.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the district holding valid credentials issued by the State Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes in which the practice teaching is provided.

Employees supervising practice teaching (a) shall have completed a minimum of three (3) years of satisfactory teaching in the subject(s) of the classes in which the practice teaching is to occur, and in teaching the age groups(s) represented in the class(es) in which practice teaching is to occur; and (b) shall have been recommended by the District for supervising practice teachers by virtue of exemplary teaching performance, knowledge of current trends in teaching of the subject(s) taught in classes in which practice teaching is to occur, and knowledge of the student population represented in the class(es) in which practice teaching is to occur; the mentor teacher will document the completion of 10 hours of training in areas required by CTC. The placement will actively use the CA Standards and be a technology rich learning environment and the district agrees to meet the Literacy Performance Assessment's (LPA). Districts must have a recording policy in place to accommodate TPA video assessment(s). Mentors shall stay current with changing program requirements, including program alignment to the Literacy Standards and TPEs.

Each placement will have the access to focus students in the classroom for the student teacher to complete their Teaching Performance Assessments: an IEP, 504 or GATE student; an EL learner; a student from an underserved education group or group that needs to be served differently.

This contract also covers the pre-service observation hours that may be completed in your district within classrooms settings meeting the requirements listed above by the Commission for Teacher Credentialing.

II.

The University will pay the district according to the following schedule:

- A. For each candidate who spends a semester at a school, the school will receive \$100 for working with the candidate (For each half semester the school will receive \$50.)
- B. For each candidate who teaches for four (4) for five (5) weeks, the supervising mentor teacher will receive \$100.
- C. For each candidate who teaches for eight (8) to ten (10) weeks, the supervising mentor teacher will receive \$150.
- D. For each candidate who teaches for up to (12) weeks, the supervising mentor teacher will receive \$200.

“Unit of practice teaching” as used herein and elsewhere in this agreement shall mean the specified period assigned in the district to qualify for the practice teaching requirement by the University. It is understood that in each instance a unit must fall within the semester or school year calendar adopted by the district.

The number of units of practice teaching to be provided for each student of the University assigned to practice teaching under this agreement shall be determined by the University.

III.

An assignment of a student of the University to practice teaching in schools or classes of the district ordinarily shall be for approximately four (4), five (5), eight (8), ten (10) or twelve (12) weeks.

The assignment of a student of the University to practice teaching in the district shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper authorities of the district the assignment card or other document given him or her by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

The University certifies pursuant to Education Code, Section 45125.1, that a criminal FBI & DOJ fingerprint clearance check has been conducted on all employees/student interns prior to assignment with the District and that no employees/students have been convicted of a serious or violent felony, as specified in Education Code, Section 45122.1 and Penal Code Sections 1192.7(c) and 667.5(c), or any other prohibited offense. University certifies that if an employee/student providing services to the District are subsequently convicted or pleads no contest to any crime listed in this section, the University will immediately notify the District and immediately terminate the employee’s/student’s assignment with the District. The District reserves the right to request for all employees/students placed within the District to complete at their sole expense an additional FBI & DOJ Fingerprint Clearance for the District.

A student of the University will provide verification and proof of a Certificate of Clearance issued by the State, a TB test and a current CPR/First Aid card. A student of the University will comply with said district’s COVID policy for certificated employees.

University shall also comply with all District policies, rules, and regulations while on site; no smoking in compliance of California Health and Safety Code 104420, District’s Board Policy,

BP3513.3, and appropriate behavior, including the use of offensive language as cited in California Education Code 44810, 44811, and the District's Board Policy AR3515.2 (a). Absences of a student from assigned practice teaching shall not be counted as absences in computing the quarter units of practice teaching provided the student by the district.

IV.

Within a reasonable time following the close of each quarter of the University, the District shall submit an invoice, in triplicate, to the University for payment at the rate provided herein, for practice teaching provided by the district under and in accordance with this agreement during said quarter. The district shall attach to the invoice a certificate, in triplicate, executed by a duly authorized representative of the district certifying that the district expended or became obligated to expend in providing such practice teaching an amount not less than the amount on the invoice. The University will pay the amount of such invoice from monies made available for such purpose by or pursuant to the laws of the State.

V.

The term of this agreement shall commence on the 23rd day of April, 2025, and shall be ongoing until June 30th of 2028.

VI.

The University or District may terminate the agreement date by giving at least thirty (30) days prior written notice.

VII.

Notwithstanding any other provisions of this agreement, details such as maximum number of students, the defined unit of time, or the distribution of assignments of said students to training levels, shall be arranged for by and between the University and the District; it being understood that the District shall not be obligated to accept assignments of training students beyond the ability of the District, within their established training programs, to effectively provide services pursuant to this agreement; and further, that the University shall not be obligated to pay the District for services in any amount in excess of that provided for under the terms of this agreement.

VIII.

The University agrees to indemnify, hold harmless, and defend the District, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the District because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the University, its agents or employees.

The District agrees to indemnify, hold harmless, and at the University's request, defend the

University, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the District, its agents or employees.

If any legal action is necessary to enforce the terms of this agreement or to settle a dispute concerning this agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs in addition to any other relief to which the party may be entitled to the extent awarded by the court.

IX.

The University shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement and issue the Beaumont Unified School District the certificate(s) and endorsement(s), naming the Beaumont Unified School District as the Certificate Holder, using the address of 350 W. Brookside Avenue, Beaumont, CA 92223. No services shall commence until all insurance documents are received and approved by the District's Business Services Division. Please note the District may require increased coverage due to nature of event and/or services.

General Liability (GL): A minimum of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate using an occurrence form; the Beaumont Unified School District, its Board, officers, agents, and employees shall be included as Additional Insured either by specific endorsement naming these parties or a blanket additional insured endorsement.

Primary, Non-contributory Endorsement: A Primary, Non-contributory endorsement in favor of the Beaumont Unified School District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement will be required for General Liability and/or Auto Liability.

Proof of Coverage for Professional Liability: A minimum of \$1,000,000.00, \$2,000,000.00 aggregate.

Proof of Coverage for Sexual Misconduct: A minimum of \$1,000,000.00, \$2,000,000.00 aggregate.

Proof of Coverage for Workers' Compensation: Workers' Compensation including statutory coverage as required by the State of California and including Employers' Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized offices the day and year first herein before written.

Beaumont Unified School District

By: _____

Carmen Ordonez

Title: Director of Fiscal Services

HOPE INTERNATIONAL UNIVERSITY

By:  _____
Joyce Yang (Mar 25, 2025 12:50 PDT)

Dr. Joyce Yang

Title- Dean College of Education

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street/P.O. Box 868
Riverside, California 92502

**SPECIAL EDUCATION VOCATIONAL EDUCATION PROGRAM
AGREEMENT FOR AFFILIATION**

This Agreement, made and entered into this 23rd day of April, 2025 by and between Riverside County Superintendent of School, hereinafter referred to as the "SUPERINTENDENT," and the Riverside County Office of Education's *Transition Partnership Program/WorkAbility 1*, hereinafter referred to as **TPP/WA1**, and Beaumont Unified School District hereinafter referred to as the "AFFILIATE";

WITNESSETH:

WHEREAS, the AFFILIATE has facilities located at Beaumont, California which it is willing to make available to the **TPP/WA1** at no cost, for use in the work training of **TPP/WA1** participants, for the period beginning August 1, 2025 through July 31, 2026.

WHEREAS, the SUPERINTENDENT is authorized by law to maintain and does maintain the **TPP/WA1**,

NOW, THEREFORE, it is agreed by and between the parties hereto that in consideration of the learning experience obtained by the participants, the AFFILIATE does hereby agree to provide facilities for work training experience for **TPP/WA1** participants from the SUPERINTENDENT.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties hereto that:

1. AFFILIATE hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance therewith.
2. The participants will be subject to the rules and regulations of the AFFILIATE during the hours they are in their facilities.
3. The AFFILIATE is responsible for ensuring that the duties given to the work experience participant are safe and within the limits of their abilities and knowledge.
4. The SUPERINTENDENT agrees to provide each participant with insurance coverage for Workers' Compensation.
5. Either party may discontinue this affiliation by giving written notice thirty (30) days in advance of the final date for termination of the affiliation.
6. INDEPENDENT CONTRACTOR: The AFFILIATE, while engaged in the performance of this contract, is an independent contractor, and is not an officer, agent or employee of the Riverside County Superintendent of Schools.
7. ASSIGNMENT OF CONTRACT: The AFFILIATE shall not assign the whole or any part of this agreement or any payment due or to become due hereunder, without the written consent of the

SUPERINTENDENT and all sureties who have executed bonds on behalf of the AFFILIATE in connection with this contract.

8. **EQUAL EMPLOYMENT OPPORTUNITY:** The Riverside County Superintendent of School is an Equal Opportunity employer. We have developed and adopted a program to assure positive results, which means that discrimination in employment on the basis of race, creed, color, marital status, medical condition (cancer related), age, sex, or physical handicap is prohibited. This program applies to this contract.
9. **HOLD HARMLESS:** The AFFILIATE shall save, defend, hold harmless and indemnify the SUPERINTENDENT against any and all liability, claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the AFFILIATE, and subcontractor, or any employee, agent, or representative of the AFFILIATE or subcontractor
10. **CHANGES:** This Agreement may only be amended in writing by the mutual consent of the parties hereto, except that the SUPERINTENDENT may amend the contract to accomplish the below-listed changes:
 - a. Administrative changes.
 - b. Changes as required by law.

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

**Riverside County
Superintendent of Schools**

Beaumont Unified School District
AFFILIATE

Authorized Signature

Carmen Ordonez, Director of Fiscal Services

Printed Name

Printed Name

Date _____

Date _____

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street
Riverside, California 92501

AGREEMENT FOR SCHOOL-BASED WELLNESS CENTER PILOT PROGRAM
School Engagement and Wellness

This Agreement is entered into by and between the **Riverside County Superintendent of Schools**, hereinafter referred to as “SUPERINTENDENT,” and **Beaumont Unified School District**, hereinafter referred to as “DISTRICT”, each being a “Party” and collectively the “Parties”.

RECITALS

The County of Riverside, on behalf of its Riverside University of Health – Public Health, has provided funding to SUPERINTENDENT for the School-based Wellness Center (SBWC) pilot project to assess student needs, identify high-risk youth, and facilitate the planning and implementation of prevention and crisis responses at the selected districts.

Because of the sensitive nature of these services, students must feel their space is as inviting as possible. Students could use this space to self-regulate, receive small-group intervention services, and gain access to community resources. This start-up funding could include purchasing physical materials to create health center environments that are more conducive to supporting at-risk students.

AGREEMENTS

1. **TERM:** The term of this Agreement shall be from July 1, 2024, through June 30, 2027.
2. **SERVICES:**
 - A. DISTRICT shall participate in the School-Based Wellness Centers (SBWC) pilot project by conducting activities described in **Attachment A-Scope of Work**.
 - B. SUPERINTENDENT will work with DISTRICT to ensure the agreed upon activities and support are adequately planned as detailed on the Attachment A.
 - C. Modifications to the scope of work and/or budget will require prior written approval from the SUPERINTENDENT’S Project Director.
3. **PAYMENT:**
 - A. SUPERINTENDENT shall provide the DISTRICT funding not to exceed the amount of **\$60,000.00** for the term of this Agreement as described in **Attachment B-Budget**.
4. **INVOICES:** DISTRICT shall submit detailed invoices via email to accountspayable@rcoe.us referencing the contract number on all invoices.
5. **NON-DISCRIMINATION:** Parties shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. Parties shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII

of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.

- 6. **TERMINATION:** Either Party may terminate this Agreement, in whole or in part, and without need for cause, by giving 30 day written notice stating the extent and effective date of termination.
- 7. Upon any termination pursuant to this Paragraph taking effect, DISTRICT shall cease all work and services to the extent specified in the termination notice, and SUPERINTENDENT shall pay DISTRICT, in accordance with this Agreement, for all work and services performed prior to termination.
- 8. **INDEPENDENT CONTRACTOR:** DISTRICT, while engaged in the performance of this Agreement, is an independent contractor, and is not an officer, agent or employee of SUPERINTENDENT.
- 9. **ASSIGNMENT:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned without the prior written consent of both Parties to this Agreement. Any assignment or purported assignment of this Agreement without prior written consent of the other Party will be deemed void and of no force or effect.
- 10. **MUTUAL HOLD HARMLESS:** The Parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys' fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying Party, or its officers, agents and employees.
- 11. **AMENDMENT:** This Agreement may only be amended in writing by the mutual consent of the Parties hereto.

By signing this Agreement, Parties acknowledge and agree to the terms and conditions including the following exhibits:

- A. **Attachment A – Scope of Work**
- B. **Attachment B – Budget**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as evidenced by the signatures below of their respective duly-authorized representatives.

Riverside County Superintendent of Schools
3939 Thirteenth Street
Riverside, CA 92501

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

Signed _____
Authorized Signature

Signed _____
Authorized Signature

Printed Name and Title

Carmen Ordonez / Director of Fiscal Services

Printed Name and Title

Date _____

Date _____

ATTACHMENT A
SCOPE OF WORK

Activity	Description
<ul style="list-style-type: none"> • Develop a small leadership team (2-4) to participate in this project. • Participate in coaching sessions with the RCOE Team to review and implement project requirements. • Integrate SBWCs and strategies such as trauma-informed practices, social-emotional learning, and suicide prevention within the local education agency’s Multi-Tiered System of Supports (MTSS) Framework with a specific focus on Tier 1 prevention support. • Complete progress reports and submit to RCOE, as necessary. • Respond to surveys provided by the RCOE team: <ul style="list-style-type: none"> - Use of the Wellness Center, such as the number of people who use the facility and reasons for referrals, possibly divided by tier of service accessed. - Attitudes and beliefs of students and staff related to accessing mental health services. - As applicable, suicide risk screening data. • Develop and submit a budget. Utilize this funding in a manner that is consistent with the purpose of this project and effective in implementing project activities. <ul style="list-style-type: none"> - Some funds must be spent no later than June 30, 2025. Other funds must be spent no later than June 30, 2026. - Maintain adequate supporting documentation, including source documentation (i.e., receipts, logs, time accounting, payroll records, etc.) for at least five years, should RCOE need to request backup. - Submit invoices via email by the 15th of the subsequent month. • Ensure that items needed to create the SBWC are purchased in accordance with contract funding deadlines. • Develop a sustainability plan to ensure the work accomplished is continued after the completion of this contract. 	<p>Team: Bobbi Burnett, Christina Lynch, Dr. Hillary May with input from site administrators and network collaborative.</p> <p>Staff:</p> <p>Effectiveness of activity will be measured with RCOE-created surveys provided to staff - two times in a school year for mobile pop-up wellness centers as well as attendance collected when in use. Panorama will also support with measuring the effectiveness of these activities.</p> <p>Students:</p> <p>Effectiveness of activity will be measured with student attendance collected when in use as well as pre and post data collected. Panorama will also support with measuring the effectiveness of these activities.</p> <p>Sustainability plan will include the replacement of consumables within the Mobile Pop-up Centers and the continued use (replacement of supplies) for the wellness centers and Mobile Pop-up Centers after the June 25-26 school year.</p>

**ATTACHMENT B
 BUDGET**

Expenditures Categories	Grant Expenditures Narrative	Funds
Mental Health Staff Salaries (1000-2999)	Related salary costs for: Cal-HOPE FEMA Salary (.43 FTE Behavioral Health Therapist) supporting Wellness Center at Mountain View Middle School	\$28,601.83
Employee Benefits (3000-3999)	Related benefit costs for: Cal-HOPE FEMA Salary (.43 FTE Behavioral Health Therapist) supporting Wellness Center at Mountain View Middle School	\$11,398.17
Supplies (4000-4999)	<p><u>Mobile Pop-Up Wellness Supplies:</u> Purpose: 15 Module Pop-Up Wellness kits will be purchased for site-selected campaigns to support with staff stress relief, well-being, staff appreciation, and for overall staff morale. (\$15,050)</p> <p><u>Mountain View Middle School (MVMS) Zen Den Supplies:</u> Purpose: These supplies support with student self-management, self-regulation, responsible decision making, social awareness, as well as building positive relationships. The Zen Den is available to MVMS students to support with these SEL competencies. (\$1,650)</p> <p><u>Palm Innovation Academy (PIA) Calming Corner Supplies:</u> Purpose: These supplies support with student self-management, self-regulation, responsible decision making, social awareness, as well as building positive relationships. The calming corners are available to PIA students to support with these SEL competencies in PIA classrooms and in areas throughout the campus. (\$1,650)</p> <p><u>Beaumont High School (BHS) Wellness Center Supplies:</u> Purpose: These supplies support with student self-management, self-regulation, responsible decision making, social awareness, as well as building positive relationships. The BHS wellness center is available to BHS students to support with these SEL competencies. (\$1,650)</p>	\$20,000.00
Total		\$60,000.00

Business Division
 Facilities Planning
 350 W. Brookside Ave.
 Beaumont, CA 9222



NOTIFICATION OF PROJECT COMPLETION

To be submitted with final payment

Project Name:	
School/Site:	

Contract/Bid Amount	
Allowance	
Change Order #1	
Change Order #2	
Change Order #3	
Change Order #4	
Total:	
Requested Board Date	

- Facilities Planning
- Maintenance Operations & Transportation

Bid No.: _____
 DSA No. : _____

- Final Change Order Processed
- DSA Form 168 Filed

Project Description:

This is to verify that work has been completed at: _____

By: _____
 Contractor Name

On: _____
 Date

The Notice of Completion (NOC) can now be scheduled for Board of Education approval. All documents are completed and submitted and project is ready for closeout. I certify under penalty of perjury that the foregoing is true and correct.

 Contractor Signature

 Date

 Beaumont USD Signature

 Date