



BEAUMONT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made effective on May 8, 2025 by and between Kona Ice Riverside 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 May 8, 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 \$ 3,300.00 ~~—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.
 X 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.
 X 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.
 X 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:

Kona Ice Riverside

Name
17087 HAZELWOOD DR, RIVERSIDE, CA 92503

Address, City, State and Zip

Hilary Wood 04/16/2025

Signature Date
Kona Ice Riverside Wood **Manager**

Signer’s Full Name and Title
951-290-7428

Phone
konaiceriverside@gmail.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, **Kona Ice Riverside** (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 May 14, 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 **04/16/2025**
Date

Hilary Wood

Signature

Kona Ice Riverside Wood

Typed or printed name

Manager

Title

17087 HAZELWOOD DR, RIVERSIDE, CA 92503

Address, City, State and Zip

951-290-7428

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>
------------------------------	--

Tom Wood	
----------	--

Sarah Herdan	
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Mya Richardson	
----------------	--

Jag Patel	
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Kevin Ochoa	
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Gail Wood	
-----------	--

Hilary Wood	
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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.



You accepted an estimate from Kona Ice Riverside Office

Estimate accepted March 28, 2025

Confirmation sent to sbates@beaumontusd.k12.ca.us

We look forward to working with you!

Since your final total will be based on the number of cups actually served, your invoice will be sent AFTER your event (usually within 2-4 weeks).

Customer

Beaumont High School Attn: Business Office
Shelley Bates
sbates@beaumontusd.k12.ca.us
+1 (951) 845-3171
PO BOX 187
Beaumont, CA 92223

Estimate #000088

March 14, 2025

Hide full details ^

Proposal for Event on 05/08/25 from 12:30pm-2:00pm with 2 Trucks

Guaranteed 2 Hour Event Minimum for 2 Trucks	\$1,050.00
<i>Priced at \$350 for the first hour, and \$175+ for every additional hour, per truck.</i>	

Includes UP TO the 1st 210 servings of our 12oz classic cups priced at \$5 each (discounted from \$6 each).

Potential 490 Additional Cups (up to 700 TOTAL) \$2,250.00

These cups will only be charge for IF ACTUALLY SERVED, and will be priced at the discounted price of \$5 each until we reach 300 servings (total), then will be additionally discounted to \$4.50 each for every cup after the 300th (normally \$6 each).

On the day of your event, if you end up needing more than the 700 cups reflected on this proposal, we can absolutely add them! The price per additional cup will continue to be \$4.50 each.

Subtotal \$3,300.00

No Tax \$0.00

Total **\$3,300.00**

Kona Ice Riverside Office
konaiceriverside@gmail.com
+1 (951) 290-7428

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Kona Ice Riverside 05-13-25 (BHS)

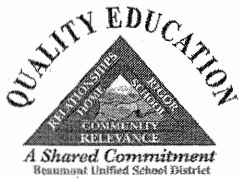
Final Audit Report

2025-04-16

Created:	2025-04-14 (Pacific Daylight Time)
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2pG3SoGFXGkKr0vDQPWToWV21PkQmFei

"Kona Ice Riverside 05-13-25 (BHS)" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)
2025-04-14 - 9:37:22 AM PDT- IP address: 204.100.121.1
-  Document emailed to Kona Ice Riverside Wood (konaiceriverside@gmail.com) for signature
2025-04-14 - 9:39:50 AM PDT
-  Email viewed by Kona Ice Riverside Wood (konaiceriverside@gmail.com)
2025-04-14 - 10:12:40 AM PDT- IP address: 104.28.85.110
-  Document e-signed by Kona Ice Riverside Wood (konaiceriverside@gmail.com)
Signature Date: 2025-04-16 - 3:35:01 PM PDT - Time Source: server- IP address: 23.241.189.140
-  Agreement completed.
2025-04-16 - 3:35:01 PM PDT



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated May 14, 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) 2 Contract Term: 05/14/25 - 06/30/25

- ☐ This amendment represents a modification to services as follows:
Add senior portraits for 21st Century Learning Institute and Glen View High School

ORIGINAL CONTRACT AMOUNT \$ 3,100.00

- ☒ This amendment represents an **increase** in the contract amount or fee schedule attached:
\$ 175.00

- ☐ This amendment represents a **decrease** in the contract amount or fee schedule attached:
\$ _____
- NEW CONTRACT AMOUNT** \$ 3,275.00

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

Requestor's Information
School/Department: <u>21CLI/GVHS</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

CONSULTANT'S SIGNATURE
Randall K. Phillips, Owner
PRINT NAME TITLE
1129 Euclid Ave.
Address
Beaumont, CA 92223-1851
City/State/Zip
Phone (951) 845-1975
Email rkphillipsphotography@verizon.net
<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

4-3-25

21st CLI & GVHS
939 East 10th St.
Beaumont, CA 92223
Attention: Krystal

Date	Qty	Description		Unit Price	Total
5-22-25		Photography for Cap & Gown Seniors			
		at 21st/Glen View School Site			
		Portrait Background and Setup Up			175.00
				Sub	175.00
				Tax	
				Ship-	
				Misc.	
				Total	\$ 175.00



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated May 14, 2025, to the AGREEMENT between the Beaumont Unified School District and Harvest Produce, 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: 05/14/25 - 06/30/25

- ☒ This amendment represents a modification to services as follows:

An agreement to increase the contract amount from \$675,000.00 to \$705,000.00 for produce products for the 2024-25 fiscal year.

ORIGINAL CONTRACT AMOUNT \$ 675,000.00

☒ This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 30,000.00

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

NEW CONTRACT AMOUNT \$ 705,000.00

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

Requestor's Information
School/Department: <u>Child Nutrition Services</u>
Contact Person <u>Jennifer Navarro</u> Ext. <u>005404</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012537</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>CJ Alanis</u> <small>CJ Alanis (Apr 17, 2025 10:34 PDT)</small>
CONSULTANT'S SIGNATURE
CJ Alanis CEO
PRINT NAME TITLE
880 Columbia Ave #1
Address
Riverside, CA 92507
City/State/Zip
Phone 951-682-7575
Email <u>cja@harvestproduceinc.com</u>
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.

22-Jan-25
2:19 PM

Harvest Produce Inc.
Order Entry Sales Analysis Report
Customers BSD to BSD
(Report period: August 1, 2024 to January 31, 2025)

Part/Description	Qty Used 8/1/24 - 1/22/25	Cost		Part/Description	Qty Used 8/1/24 - 1/22/25	Cost
0AD				0FAM		
APPLES 1/2" DICED, LB	290	\$3.37		FAJITA MIX, LB	135	\$3.26
0BCLP50				0GP50		
BROC/CAUL PORTIONS, CS	81	\$52.50		GRAPE PORTIONS 50ct/2.oz	22	\$48.50
50ct / 3oz				0GRLF5		
0BCP50				GREENLEAF FILETS 5# BAG	162	\$20.50
BROCCOLI/BABY CARROT PORT 76		\$42.50		0JI4SP		
50ct / 2.75oz				JICAMA STICKS STACK PACK, I2135		\$3.95
0BP50				0JIP50		
BROCCOLI FLORET PORTION, C 148		\$29.50		JICAMA STICKS PORTION, CS	154	\$43.50
50ct / 1.1oz				50ct / 2.69oz		
0BRB				0LSH		
BROCCOLI FLORETS, LB	580	\$4.72		LETTUCE SHREDDED 1/8", LB	10	\$1.85
0CA3				0ON2		
CARROTS SHREDDED, LB	675	\$2.15		ONION SLICED 3/16", LB	50	\$1.92
0CA4SP				0PDG		
CARROT STICKS STACK PACK, 60		\$3.49		PICO DE GALLO, LB	1340	\$3.26
0CACE50				0PSP50		
CARROT/CELERY STIK PORTIO	153	\$33.50		PINEAPPLE SPEAR PORTION	834	\$63.50
50ct / 2.19oz				50ct/2.7oz		
0CE4SP				0RC3		
CELERY STICKS STACK PACK, L 1955		\$3.64		RED CABBAGE SHREDDED, LB	630	\$2.10
0CEP50				0RCH		
CELERY STICKS PORTION, CS	23	\$33.50		ROMAINE CHOPPED 1", LB	4995	\$3.15
50ct / 2.29oz				0RO2		
0CFB				RED ONION SLICED 3/16", LB	355	\$3.20
CAULIFLOWER FLORETS, LB	15	\$6.51		0RSH		
0CFB3				ROMAINE SHREDDED 1/4", LB	1845	\$3.15
CAULIFLOWER FLORETS 3# BAG	85	\$19.53		0SAP3		
0CFP50				SLICED APPLES WEDGE 100/3c	443	\$58.50
CAULIFLOWER PORTION 50ct	139	\$39.50		0SSP50		
2.5 oz				SUGAR SNAP PEAS PORTION	44	\$58.50
0CS6				50ct/2oz		
COLESLAW 3-WAY SHRED, LB	685	\$1.99		0STFRY		
0CU2P				STIR FRY, LB	560	\$3.12
CUCUMBER SLICE PEELED 5#	922	\$16.58		0TO2		
in TRAY				TOMATO SLICED 1/4" 5# TRAY	386	\$29.50
0CUP50				115 SLICES/TRAY		
CUCUMBER SLICE PORTION, CS	107	\$32.50		0ZUP50		
50ct / 2.58oz				ZUCCHINI SLICED PORTION, C	26	\$24.50
0TP50				50ct / 2oz		
TOMATO GRAPE PORTIONS 50ct	128	\$58.50				
50/ 2.64oz						
PAF138						
APPLE FUJI 138ct 40#, CS	299	\$38.50				
PAGR138						
APPLE GRAN SMTH 138ct 40#,CS	256	\$46.50				
PAS138						
SCHOOL APPLE 138ct, 40# CS	1349	\$38.50				

PBANDGT		
BANANA DOLE GREEN TIP, 40#C 38		\$29.50
PBANPGT		
BANANA PETITE GRN TIP,40# CS 508		\$24.50
PCEL24		
CELERY 24 CT, CASE	9	\$29.50
PCILBU		
CILANTRO BUNCH, EA	88	\$1.65
PCTBB1		
CARROT BABY 30/1# CASE	149	\$37.50
PCTBB3		
BABY CARROTS 100/3oz, CS	527	\$32.50
PCUC36		
CUCUMBER 36 CT, CASE	124	\$24.50
PGRLF		
LETTUCE GRNLEAF 24ct, CS	1	\$26.50
PL115		
LEMONS 115CT, 40# CS	6	\$43.50
PNECTVF		
NECTARINE VF 100CT, CS	280	\$38.50
PONJE		
ONION BROWN JUMBO, EA	26	\$0.60
POR113		
ORANGE 113ct 40#, CS	38	\$29.50
PPCHS		
PEACH VF PACK 100ct , CASE	16	\$39.50
PPLS		
PLUM SCHOOL SIZE VF, CS	455	\$38.50
PPRS		
PEAR SCHOOL SIZE, 40# CS	383	\$47.50
PSPC		
SPINACH 2.5# CELLO BAG, EA	77	\$6.75
PTANGSL		
TANGERINE SCHOOL SIZE, CS	1300	\$40.50
PTOM56		
TOMATO 5x6, 18# CS	52	\$29.50
PTOMG		
TOMATO GRAPE 12ct, CS	223	\$32.50







Harvest Produce 05-13-25 (CNS)

Final Audit Report

2025-04-17

Created:	2025-04-17 (Pacific Daylight Time)
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQTxl8WwTwFofwXBDCWMC5PBjr3XkTqPc

"Harvest Produce 05-13-25 (CNS)" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)
2025-04-17 - 10:32:16 AM PDT- IP address: 204.100.121.1
-  Document emailed to cja@harvestproduceinc.com for signature
2025-04-17 - 10:33:20 AM PDT
-  Email viewed by cja@harvestproduceinc.com
2025-04-17 - 10:33:42 AM PDT- IP address: 104.178.55.128
-  Signer cja@harvestproduceinc.com entered name at signing as CJ Alanis
2025-04-17 - 10:34:38 AM PDT- IP address: 104.178.55.128
-  Document e-signed by CJ Alanis (cja@harvestproduceinc.com)
Signature Date: 2025-04-17 - 10:34:40 AM PDT - Time Source: server- IP address: 104.178.55.128
-  Agreement completed.
2025-04-17 - 10:34:40 AM PDT



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated May 14, 2025, to the AGREEMENT between the Beaumont Unified School District and P&R Paper Supply Company, Inc. - Imperial Dade 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: 05/14/25 - 06/30/25

- ☒ This amendment represents a modification to services as follows:

An agreement to increase the contract amount from \$305,000.00 to \$325,000.00 to provide paper supplies and paper goods as need for the 2024-25 fiscal year.

ORIGINAL CONTRACT AMOUNT \$ 305,000.00

- ☒ This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 20,000.00

- ☐ 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>Child Nutrition Services</u>
Contact Person <u>Jennifer Navarro</u> Ext. <u>005404</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012535</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></u> Corey Knudsen (Apr 14, 2025 08:15 PDT)
CONSULTANT'S SIGNATURE
Corey Knudsen School District Sales
PRINT NAME TITLE
1865 Mountain View Ave.
Address
Redlands, CA 92374
City/State/Zip
Phone 909-389-1861
Email corey.knudsen@imperialdade.com
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.



Phone (909) 794-1108 ~ Fax (909) 794-1237

Beaumont USD

2024-2025 Price List

Bid Line #	Item Number	Description	UM	2023-2024 Price	2024-2025 Price
1	16FPPMW	1pt MICRO PAIL PAGODA 500/cs	CS	\$ 39.55	✓
2	SO96B	6x9 THIN GREEN SCOURING PAD 6/10	CASE	No Usage	No Pricing
3	CT7571251	12oz MEDIUM CRUISER BOWL 624/CS	CS	\$ 72.95	✓
4	CT7571601	16oz MEDIUM CRUISER BOWL 624/CS	CS	\$ 80.95	✓
5	PL2572001H31	LID FOR MEDIUM CRUISER BOWL 624/CS	CS	\$ 70.25	✓
7	VB9PBPPPF	9BPB - VICTORIA BAY 9" R BAGASSE PLATE 500/CS	CS	\$ 45.25	✓
8	PT8BKBK2	8" SQUARE PYRO/TERRY POT HOLDER BLACK	PR	No Usage	No Pricing
9	88134	CKF #4S WHITE TRAY 500/CS	CS	\$ 28.95	✓
10	46075	11x10 PLAIN GRAB & GO BAG 500/CS	CS	\$ 13.56	✓
11	FFIB85033	16.5"x34' ICE BLANKET 1RL	CS	\$ 115.00	✓
12	11428	BOX CUTTER 48BX/CS-12/BX	BX	\$ 5.40	✓
13	CR927	28oz BLACK RECTANGLE MICRO COMBO 150/150	CS	\$ 69.45	✓
14	21215	12x10.75 JIF FOIL SHEETS 6/500	CS	No Usage	No Pricing
16	VBPC201PP	2oz CLR (PP) PORTION CUP 2500/CS	CS	\$ 28.25	✓
17	VB550PC	5.5oz CLEAR (PP) PORTION CUP 2500/CS	CS	\$ 53.50	✓
18	VBPCID345	3.25/4/5.5oz CLEAR PORTION LID 2500/CS	CS	\$ 33.25	✓
19	F2449PKT	ALCOHOL PROBE WIPES (1x2.25) 1M/CS	CS	\$ 18.20	✓
20	VB71843	12oz FOOD CONTAINER W/ VENTED PAPER LID 250/250	CS	\$ 63.50	✓
21	71203	8oz COMBO PAPER FOOD CONT PLAS LID 250/CS	CS	\$ 54.20	✓
22	8J8	8oz FOAM CUP 40/25	CS	No Usage	No Pricing
23	10HDXW	10oz WHITE SQUAT PAPER HOT CUP VB 1M/CS	CS	No Usage	No Pricing
28	DP0710	7x10 PLAIN DELI BAG 2M/CS	CS	\$ 16.95	✓
29	.DP52510HDP	5x10 CLEAR PLAIN HOT DOG BAG 2M	CS	No Usage	No Pricing
30	216709FH	6.5x7 PORTION BAG FLIP TOP SADDLE PACK 2M	CS	\$ 9.15	✓
32	20FH60FH	10.5x11 ZIP-LOCK 1- GALLON BAG 250/CS	CS	\$ 14.00	✓
33	20FH70	13x15.5 ZIP-LOCK 2-GALLON BAG 100/CS	CS	\$ 11.50	✓
34	22STL34	34x25 STEAM PAN LINER 250/CS	CS	\$ 34.50	✓
35	303679971	52x80 6mil BUN RACK COVERS 50/CS	CS	\$ 17.95	✓
38	64V3000PFM	MEDIUM PF CLEAR VINYL GLOVE 10/100	CS	\$ 25.50	✓
39	64V3000PFL	LARGE PF CLEAR VINYL GLOVE 10/100	CS	\$ 25.50	✓
40	64V3000PFXL	X-LARGE PF CLEAR VINYL GLOVE 10/100	CS	\$ 25.50	✓

Beaumont USD

2024-2025 Price List

Bid Line #	Item Number	Description	UM	2023-2024 Price	2024-2025 Price
41	SPORKMK	SCHOOL LUNCH KIT W/MILK STRAW 1M/CS	CS	\$ 15.25	✓
42	3605FORK	FORK NAPKIN MILK STRAW KIT 1M/CS	CS	\$ 16.25	✓
44	3642F	MWPTS-102 MED WEIGHT SPOON 10/100	CS	\$ 10.94	✓
46	#N/A	5.75" WRAPPED SPIKE STRAW 12M/CS	CS	No Usage	No Pricing
47	35122042	2# (#200) RED CHECK FOOD TRAY 1M/CS	CS	\$ 31.20	✓
48	35122045	3# (#300) RED CHECK FOOD TRAY 500/CS	CS	\$ 28.00	✓
49	614303520341	MP963 MY PLATE DESIGN CARRY TRAY 500/CS	CS	\$ 36.00	✓
50	21114TRAY	SLT5SW1 - 5comp NATURAL SCHOOL TRAY 240/CS	CS	\$ 20.95	✓
51	7150	3gal KRAFT BEVERAGE ON THE MOVE 10/CS	CS	\$ 131.90	✓
52	SG01035	16-3/8x24-3/8 #GPQ WHITE PAN LINER 1M/CS	CS	\$ 43.20	✓
54	45782	PLAIN FOIL SANDWICH BAG 1M/CS	CS	\$ 41.95	✓
56	45785	PLAIN FOIL HOT DOG BAG 1M/CS	CS	\$ 41.95	✓
58	418BAG	7x6-3/4 WHITE SLEEVE/ CONE LINER 2M/CS	CS	\$ 42.65	✓
59	BS2240009016G	3/8"x180yd GREEN BAG SEALING TAPE 96/CS	RL	\$ 2.00	✓
61	VBTFN	71300 HYNAP TALLFOLD NAPKIN 10M/CS	CS	\$ 29.85	✓
62	VB1010	FLOW 10 - 10x10.75 DELI INTERFOLD WAX PAPER 6M/C	CS	\$ 55.95	✓
63	YTHB0500	5comp BLACK FOAM TRAY HEAVY DUTY 500/CS	CS	\$ 27.25	✓
BLUE Item #s = Updated Item #					


Imperial Dade 05-13-25 (CNS)

Final Audit Report

2025-04-14

Created:	2025-04-14 (Pacific Daylight Time)
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsnSHdVfJ0sQS7odpxmZGyv-yci9HZVFW

"Imperial Dade 05-13-25 (CNS)" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)
2025-04-14 - 7:55:24 AM PDT- IP address: 204.100.121.1
-  Document emailed to Corey Knudsen (corey.knudsen@imperialdade.com) for signature
2025-04-14 - 8:11:44 AM PDT
-  Email viewed by Corey Knudsen (corey.knudsen@imperialdade.com)
2025-04-14 - 8:12:52 AM PDT- IP address: 104.47.55.126
-  Document e-signed by Corey Knudsen (corey.knudsen@imperialdade.com)
Signature Date: 2025-04-14 - 8:15:37 AM PDT - Time Source: server- IP address: 209.215.140.90
-  Agreement completed.
2025-04-14 - 8:15:37 AM PDT



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated May 14, 2025, to the AGREEMENT between the Beaumont Unified School District and Verdantas, 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) 1 Contract Term: 05/14/25 - 06/30/26

- ☒ This amendment represents a modification to services as follows:

An agreement to increase the original contract amount from \$69,896.00 to \$81,152.00 for additional in-plant lab of record testing and inspection on the Educational Support Facilities (ESF) Portables project.

ORIGINAL CONTRACT AMOUNT \$ 69,896.00

- ☒ This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 11,256.00

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

NEW CONTRACT AMOUNT \$ 81,152.00

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

Requestor's Information
School/Department: <u>Facilities</u>
Contact Person <u>Crystal Altenhof</u> Ext. <u>005374</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012772</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>Jason Hertzberg</u>
CONSULTANT'S SIGNATURE
Jason Hertzberg AVP, Group Leader
PRINT NAME TITLE
10532 Acacia St., Ste. B-6
Address
Rancho Cucamonga, CA 91730
City/State/Zip
Phone 661-388-8649
Email <u>jtapia@verdantas.com</u>
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.



SUPPLEMENTAL WORK AUTHORIZATION

Client:	Beaumont Unified School District. Facilities Planning Department 350 Brookside Avenue Beaumont, California 92223	Date:	April 10, 2025
		Project No:	038.00033574
Attention:	Ms. Ana Gonzalez Director of Facilities Planning		
Project Name:	Geotechnical/Special Inspection and Materials Testing Services, Beaumont Unified School District Education Support Facilities Portables, 350 West Brookside Avenue, Beaumont, California 92223, DSA Application No. 04-123481		

Verdantas Inc. (formerly Leighton Consulting, Inc.) respectfully submits this *Supplemental Work Authorization* (SWA) for your review and authorization, outlining services required to provide special inspection and materials testing services during offsite shop fabrication of the proposed modular buildings at Silver Creek's Perris CA plant.

Our scope of services for this project will consist of special inspection services during construction as DSA Laboratory of Record (LEA #063).

We will provide an American Welding Society (AWS) Certified Welding Inspector (CWI) with ICC structural steel and bolting to verify and inspect steel during shop fabrication and construction in the field. Our inspector may use non-destructive testing such as magnetic particle, ultrasonic or any other aid in addition to visual inspection that they may deem necessary to assure the adequacy of the welding per approved structural plans and job specifications.

We will provide a technician that has been certified by the American Concrete Institute (ACI) as a technician for sampling concrete. Our field technicians will sample fresh concrete, perform slump tests (ASTM C143) and (if requested) air content tests (ASTM C173 or C231) when requested by the DSA project inspector during offsite shop fabrication of the modular buildings at Silver Creek facilities. We will mold at least one set of concrete compression test cylinders for each 50 cubic yards of concrete, or at least

one set of cylinders each day concrete is placed. We will also provide an ACI technician during concrete batch plant operations. Our batch plant visits will consist of checking batch weights and proportions.

These proposed special inspection services during shop fabrication will be performed on a time-and-expense basis at unit rates listed on the attached Amended Professional Fee Schedule. We have estimated the following supplemental budget request to cover the services listed above. A breakdown of fees is attached as Table 1 – Fee Estimate

Previously Authorized Budget:	\$69,896.00
Additional Budget Requested:	\$11,256.00
Revised Budget Total:	<u>\$81,152.00</u>

The scope of work and budget identified above are subject to the terms and conditions of the existing agreement between Verdantas Inc. and Beaumont Unified School District for the Beaumont Unified School District Education Support Facilities Portables. If this SWA is acceptable to you, please sign below or send us a new or revised Purchase Order for signature.

The supplemental work is subject to the terms and conditions of the original agreement, and the supplemental work amount listed above is authorized.

If this SWA is acceptable to you, please send us a new or revised Purchase Order for signature.

We appreciate the opportunity to be of continued service. If you have any questions or information that would update our scope of work, please call us at your convenience.

Respectfully submitted,
VERDANTAS, INC.



Jose Tapia, PE 91630
Senior Project Engineer



Jason D. Hertzberg, GE 2711
Principal Engineer











Verdantas, Inc 05-13-25 (Facilities)

Final Audit Report

2025-04-18

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By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi_mWAriqhMkE9YwaMZZFa40OJFwJfrCW

"Verdantas, Inc 05-13-25 (Facilities)" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)
2025-04-17 - 4:15:12 PM PDT- IP address: 204.100.121.1
-  Document emailed to jtapia@verdantas.com for signature
2025-04-17 - 4:17:17 PM PDT
-  Email viewed by jtapia@verdantas.com
2025-04-17 - 5:52:38 PM PDT- IP address: 99.74.245.20
-  Document signing delegated to Jason Hertzberg (jhertzberg@verdantas.com) by jtapia@verdantas.com
2025-04-18 - 11:07:44 AM PDT- IP address: 209.160.246.62
-  Document emailed to Jason Hertzberg (jhertzberg@verdantas.com) for signature
2025-04-18 - 11:07:45 AM PDT
-  Email viewed by Jason Hertzberg (jhertzberg@verdantas.com)
2025-04-18 - 3:00:47 PM PDT- IP address: 104.47.66.126
-  Document e-signed by Jason Hertzberg (jhertzberg@verdantas.com)
Signature Date: 2025-04-18 - 3:02:07 PM PDT - Time Source: server- IP address: 209.160.246.62
-  Agreement completed.
2025-04-18 - 3:02:07 PM PDT



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated May 14, 2025, to the AGREEMENT between the Beaumont Unified School District and Verdantas, 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: 05/14/25 - 06/30/26

- ☒ This amendment represents a modification to services as follows:

An agreement to increase the original contract amount from \$163,400 to \$182,500 for additional fault evaluation on the Palm Innovation Academy Kitchen project.

ORIGINAL CONTRACT AMOUNT \$ 163,400.00

☒ This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 19,100.00

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

NEW CONTRACT AMOUNT \$ 182,500.00

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

Requestor's Information	Consultant Authorized Representative
School/Department: <u>Facilities</u>	<i>Jason Hertzberg</i>
Contact Person <u>Crystal Altenhof</u> Ext. <u>005374</u>	CONSULTANT'S SIGNATURE
Order Number: _____	Jason Hertzberg AVP, Group Leader
Account number: _____	PRINT NAME TITLE
P.O. Number (not required for new contracts): <u>C0012694</u>	10532 Acacia St., Ste. B-6
	Address
	Rancho Cucamonga, CA 91730
	City/State/Zip
	Phone 661-388-8649
	Email <u>jtapia@verdantas.com</u>
	<input checked="" type="checkbox"/> Provided updated form(s) and are attached.

Required Updated Forms

Check off any items that are applicable to the contract:

- ☒ Fee Schedule
- ☐ Business/Professional License (if expired)
- ☐ Insurance: General Liability/Professional Liability/E&O
- ☐ Insurance: Business Auto Liability
- ☐ Insurance: Workers' Compensation or Certification
- ☐ Other - Professional Service Certificate (if expired)

SUPPLEMENTAL BUDGET REQUEST

Client: Beaumont Unified School District
350 Brookside Avenue
Beaumont, California 92223

Date: April 10, 2025

Project No.: 038.0000025645

Attention: Ms. Ana Gonzalez
Director of Facilities Planning

Project Name: Supplemental Budget Request, Palm Innovation Academy Fault Investigation
Proposed New Kitchen Building
751 Palm Avenue
Beaumont, Riverside County, California

Leighton Consulting, Inc. (Leighton) has been providing a fault evaluation related to the proposed New Kitchen Building Project at Palm Innovation Academy located at 751 Palm Avenue in the City of Beaumont, California. Our fault evaluation is in response to the engineering geology and seismology comments prepared by the California Geological Survey (CGS) based on their review of our geotechnical report, and with respect to the mapped Beaumont Plains County fault zone in relation to the proposed new kitchen building.

The project is now complete and has been accepted by CGS, however in providing these services we have exceeded our authorized budget amount by approximately \$19,100. As such, we are requesting that our budget be increased to cover additional charges of approximately \$19,100 associated with changes during the planning phases and during our field operations. As mentioned through phone conversations with you, the main items that contributed to the overages included requiring larger and higher capacity shoring equipment, associated equipment to install the heavier shoring systems, changes to the perimeter fencing consisting of taller and reinforced privacy screened fencing including

fencing over the open trenches, and needing to bring in additional staff in-order to meet project deadlines.

The following are our revised estimated fees for the project.

Previously Authorized Contract Amount:	<u>\$ 163,400</u>
Additional Budget Requested	<u>\$ 19,100</u>
Revised Budget Total:	<u>\$ 182,500</u>

The revised budget identified above is subject to the terms and conditions of the existing agreement between Leighton Consulting Inc., and Beaumont Unified School District for the Fault Evaluation associated with the New Kitchen Building Project. If this revised budget for geotechnical services is acceptable to you, please provide us with a new or revised Purchase Order for signature.

We appreciate the opportunity to be of continued service. If you have any questions or information that would update our scope of work, please call us at your convenience.

Respectfully submitted,
LEIGHTON CONSULTING, INC.



Jose Tapia, PE 91630
Senior Project Engineer



Jason D. Hertzberg, GE 2711
Principal Engineer

JAT/JDH/rsm

Distribution: (1) Addressee









Verdantas, Inc 05-13-25 PIA (Facilities)

Final Audit Report

2025-04-29

Created:	2025-04-23 (Pacific Daylight Time)
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYYc5DnwQXVha8arpKSHssIOS4qXnBeBt

"Verdantas, Inc 05-13-25 PIA (Facilities)" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)
2025-04-23 - 1:01:14 PM PDT- IP address: 204.100.121.1
-  Document emailed to jtapia@verdantas.com for signature
2025-04-23 - 1:03:34 PM PDT
-  Email viewed by jtapia@verdantas.com
2025-04-23 - 2:38:29 PM PDT- IP address: 104.47.55.254
-  Document signing delegated to Jason Hertzberg (jhertzberg@verdantas.com) by jtapia@verdantas.com
2025-04-23 - 2:38:53 PM PDT- IP address: 209.160.246.62
-  Document emailed to Jason Hertzberg (jhertzberg@verdantas.com) for signature
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-  Email viewed by Jason Hertzberg (jhertzberg@verdantas.com)
2025-04-29 - 11:05:22 AM PDT- IP address: 209.160.246.62
-  Document e-signed by Jason Hertzberg (jhertzberg@verdantas.com)
Signature Date: 2025-04-29 - 11:06:21 AM PDT - Time Source: server- IP address: 209.160.246.62
-  Agreement completed.
2025-04-29 - 11:06:21 AM PDT



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated May 14, 2025, to the AGREEMENT between the Beaumont Unified School District and CDW Government, 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: 08/14/25 - 08/13/26

- ☒ This amendment represents a modification to services as follows:

An agreement to increase the contract amount from \$39,921.84 to \$45,261.84 for Google Workspace, due to student enrollment increases for the new fiscal year.

ORIGINAL CONTRACT AMOUNT \$ 39,921.84

- ☒ This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 5,340.00

- ☐ This amendment represents a **decrease** in the contract amount or fee schedule attached: \$ _____
- NEW CONTRACT AMOUNT** \$ 45,261.84

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

Requestor's Information	Consultant Authorized Representative
School/Department: <u>Instructional Technology</u>	<u>ROSARIO PASCASIO</u> <small>ROSARIO PASCASIO (Apr 18, 2025 12:46 EDT)</small>
Contact Person <u>Lani Gauntlett</u> Ext. <u>005330</u>	CONSULTANT'S SIGNATURE
Order Number: _____	ROSARIO PASCASIO GCS
Account number: _____	PRINT NAME TITLE
P.O. Number (not required for new contracts): <u>C0012145</u>	75 Remittance Drive, Suite 1515 Address
	Chicago, IL 60675 City/State/Zip
	Phone 757-828-3843
	Email <u>r.pascasio@amplifiedit.cdw.com</u>
	<input checked="" type="checkbox"/> Provided updated form(s) and are attached.

Required Updated Forms

Check off any items that are applicable to the contract:

- ☒ Fee Schedule
- ☐ Business/Professional License (if expired)
- ☐ Insurance: General Liability/Professional Liability/E&O
- ☐ Insurance: Business Auto Liability
- ☐ Insurance: Workers' Compensation or Certification
- ☐ Other - Professional Service Certificate (if expired)



CDW Education
75 Remittance Drive, Suite 1515
Chicago, IL 60675

Prepared For
Beaumont Unified School District
Beaumont, CA

Estimate Date
02/24/2025

Estimate Number
0077045

Description	Rate	Qty	Line Total
GOO-EDP-0019 Google Workspace for Education Plus - Multi Year - Google Workspace for Education Plus - 3 Year Annual Pay - More Than 10k Licenses (Student): Google Workspace for Education Plus Licensed Domains: beaumontusd.k12.ca.us License Term: 2025-08-14 - 2026-08-13	\$4.25	12714	\$54,034.50
GOO-EDP-0013 Google Workspace for Education Plus - Multi Year - Google Workspace for Education Plus - 3 Year (Staff): Google Workspace for Education Plus Licensed Domains: beaumontusd.k12.ca.us License Term: 2025-08-14 - 2026-08-13	\$0.00	3178	\$0.00
GOO-EDP-9201-02 Google Workspace for Education Plus - Multi Year - Google Discount: Google Workspace for Education Plus Licensed Domains: beaumontusd.k12.ca.us License Term: 2025-08-14 - 2026-08-13	-\$0.25	12714	-\$3,178.50
GOO-EDP-9101-02 Google Workspace for Education Plus - Multi Year - AIT Discount: Google Workspace for Education Plus Licensed Domains: beaumontusd.k12.ca.us License Term: 2025-08-14 - 2026-08-13	-\$0.44	12714	-\$5,594.16
Subtotal			45,261.84
Tax			0.00
Estimate Total (USD)			\$45,261.84

Expecting a quote from Amplified IT? Amplified IT is now a part of CDW! We're moving all of the Amplified IT's products on to CDW's systems. This means quotes and invoices will come from CDW and Purchase Orders need to be made out to CDW. Unfortunately we will no longer be able to accept Purchase Orders made out to Amplified IT for these products. If you have any questions ask your Account Manager or GCS rep.

Student Enrollment Verification Letters are required for all first time Education Standard and Education Plus orders. These letters confirm the number of students at your institution. This must align with the number of licenses you intend to buy, and must be returned with your PO before we complete your order.

Please note as required by Google you must purchase Google Workspace for Education and Google Voice from the same Reseller. All quotes are subject to Google confirmation of staff or student population size.

Terms

About Us <https://www.cdwg.com/content/cdwg/en/about/overview.html>

Privacy Policy <https://www.cdwg.com/content/cdwg/en/terms-conditions/privacy-notice.html>

Terms and Conditions <https://www.cdwg.com/content/cdwg/en/terms-conditions.html>

Please send purchase orders to cdwg@amplifiedit.com or fax to 757-585-3550. If possible, please also include a copy of your organization's tax-exempt certificate with your purchase order. An exemption certificate is required to process Google Voice orders.

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CDW-G 05-13-25 (IT)

Final Audit Report

2025-04-18

Created:	2025-04-17 (Pacific Daylight Time)
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIzw6NEMIZKhZfOJYLVafSF0jc0VnOU1s

"CDW-G 05-13-25 (IT)" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)
2025-04-17 - 3:47:40 PM PDT- IP address: 204.100.121.1
-  Document emailed to ROSARIO PASCASIO (r.pascasio@amplifiedit.cdw.com) for signature
2025-04-17 - 3:49:28 PM PDT
-  Email viewed by ROSARIO PASCASIO (r.pascasio@amplifiedit.cdw.com)
2025-04-18 - 9:45:06 AM PDT- IP address: 74.125.210.39
-  Document e-signed by ROSARIO PASCASIO (r.pascasio@amplifiedit.cdw.com)
Signature Date: 2025-04-18 - 9:46:35 AM PDT - Time Source: server- IP address: 136.226.53.101
-  Agreement completed.
2025-04-18 - 9:46:35 AM PDT



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated May 14, 2025, to the AGREEMENT between the Beaumont Unified School District and Mindfulness in Motion 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: 05/14/25 - 06/30/25

☒ This amendment represents a modification to services as follows:

Increase in order to add an additional IEE for a student.


ORIGINAL CONTRACT AMOUNT \$ 3,000.00

☒ This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 2,000.00

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

NEW CONTRACT AMOUNT \$ 5,000.00

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

Requestor's Information	Consultant Authorized Representative
School/Department: <u>Special Education</u>	
Contact Person <u>Jennifer Miltenberger</u> Ext. <u>005379</u>	CONSULTANT'S SIGNATURE
Order Number: _____	Danielle Delorenzo, Co-Owner, Occupational Therapist
Account number: _____	PRINT NAME TITLE
P.O. Number (not required for new contracts):	721 Nevada St. Suite 205
<u>C0012581</u>	Address
	Redlands, CA 92373
	City/State/Zip
	Phone (840) 888-7865
	Email <u>info@themimproject.com</u>
	<input checked="" type="checkbox"/> Provided updated form(s) and are attached.

Required Updated Forms

Check off any items that are applicable to the contract:

- ☒ Fee Schedule
- ☐ Business/Professional License (if expired)
- ☒ Insurance: General Liability/Professional Liability/E&O
- ☒ Insurance: Business Auto Liability
- ☒ Insurance: Workers' Compensation or Certification
- ☐ Other - Professional Service Certificate (if expired)



IEE Rate Sheet 2024-2025

Occupational Therapy Independent Educational Evaluation (IEE): Total Cost: \$2000.00

- We offer comprehensive educational strength-based occupational therapy assessments that will assist in identifying the OT related areas of support to provide the team with valuable information to support in the development of an appropriate Individualized Education Plan (IEP).
- We assess in the areas of developmental milestones, activities of daily living, functional life skills, transition skills, fine motor, visual motor, visual perception, sensory integration, executive functioning
- Includes one hour of IEP attendance to report to the IEP team on the analysis of the assessment findings
 - \$2000 includes cost of conducting assessments administering tests, observations, interviews, interpretation of results; development of written report and goals/strategies; copies of reports, travel time, and attendance/presentation of results at IEP for the first 60 minutes
 - \$150/hour for any additional time needed to attend multiple-part meetings; additional paperwork outside of IEE evaluation and report.

We also offer BCBA Functional Behavior Assessment (FBA) IEEs: Flat Rate \$2000

We look forward to working with you for the 2024-2025 school year. Please feel free to contact us for questions or additional details. Make it a mindful day!

With gratitude,

Dr. Danielle Delorenzo, MS, OTR/L, RYT-200
Co-Founder of Mindfulness in mOTion
danielle@themimproject.com

My Bui-Lewis, MS, OTR/L , AT, RYT-200
Co-Founder of Mindfulness in mOTion
info@themimproject.com



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated May 14, 2025, to the AGREEMENT between the Beaumont Unified School District and Senseabilities, 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) 1 Contract Term: 5/14/2025-6/30/2025

☒ This amendment represents a modification to services as follows:

Increase to fill vacancies, provide Special Education Speech and Language services, compensatory education and IEE for students.

ORIGINAL CONTRACT AMOUNT \$ 150,000.00

☒ This amendment represents an **increase** in the contract amount or fee schedule attached:

\$ 60,000.00

☐ This amendment represents a **decrease** in the contract amount or fee schedule attached:

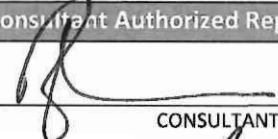
\$ _____

NEW CONTRACT AMOUNT \$ 210,000.00

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

Requestor's Information
School/Department: <u>Special Education</u>
Contact Person <u>Jennifer Miltenberger</u> Ext. <u>005379</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012574</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

CONSULTANT'S SIGNATURE
<u>Boyd Bradshaw, COO</u>
PRINT NAME TITLE
6800 Brockton Ave.
Address
6800 Brockton Ave. Riverside, CA. 92506
City/State/Zip
Phone 951-779-1966
Email <u>tamarakslpd@senseab.com</u>
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.



SENSEABILITIES

6800 Brockton Ave. Riverside, CA 92506

Phone: 951-779-1966 Fax: 951-779-1933

NPA Fee Schedule*

Speech IEE	\$1750.00
Speech AAC IEE	\$2700.00
To include 4 hours of training	
OT IEE	\$1950.00
Speech and Language Evaluation	\$320.00*
Speech and Language Therapy	\$110.00 hr Individual*
	\$50.00 per person Group*
	\$110.00 hr Consult*
Occupational Therapy Evaluation	\$400.00*
Occupational Therapy	\$140.00/Hour*
Sensory Integration Consultation	\$120.00/Hour*

Other Services

• Attendance at IEP Meetings/Trainings	\$130.00/Hour
• Report Writing/Documentation	\$ 110.00/Hour
• Professional Witness Testimony	\$240.00/Hour
For Trials or Fair Hearings	
• AAC Services	\$125.00 hr
• In-Home Services Speech and OT	\$180.00/hr*
• Other Services as Requested	\$110.00/Hour SLP
• Other Services as Requested	\$140.00/Hour OT

* May be subject to additional mileage charges.
Mileage billed at .40 per mile, from SenseAbilities office.

Please be advised these rates have gone up as the result of increased insurance requirements. Whether or not we provide any service to anyone, we're still obligated to be fully insured to these higher standards. If there is an expectation that longer terms services may be used, consideration will be made to possible rate adjustments.



BEAUMONT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made effective on May 14, 2025 by and between Food Safety Systems 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 \$ 44,710.00 --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.
X _____ 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.
X _____ 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.
X _____ 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:

Food Safety Systems

Name

5325 Alton Parkway STE C-539, Irvine, CA 92604

Address, City, State and Zip

Stacy Sagowitz

04/23/2025

Signature

Date

Stacy Sagowitz President

Signer's Full Name and Title

949-725-9114

Phone

stacy@foodsafetysystemsca.com

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, **Food Safety Systems** (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 May 14, 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 **Irvine**, California on **04/23/2025**
Date

Stacy Sagowitz

Signature

Stacy Sagowitz

Typed or printed name

President

Title

5325 Alton Parkway STE C-539, Irvine, CA 92604

Address, City, State and Zip

949-725-9114

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>
-------------------------------------	---

Matthew Lopez	
---------------	--

Angelique Aguilar	
-------------------	--

Frank Uribe	
-------------	--

Stacy Sagowitz	
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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.



FOOD SERVICE SAFETY AND SANITATION PROGRAM SERVICE AGREEMENT

Overview

This agreement is made between Food Safety Systems ("FSS") and Beaumont Unified School District ("School District"), effective as of July 1, 2025. Under this agreement, FSS will provide School District with a complete and sustainable food safety and sanitation system, inclusive of oversight, safety and sanitation training, education, and inventory control as detailed in **Schedule A**.

Schedule A includes trade secrets of FSS, which derive independent economic value from not being generally known to the public or by FSS competitors and are the subject of reasonable efforts to maintain their secrecy. Therefore, School District will not, except as required in the conduct of School District's business or as required under California State or other laws, use, publish or disclose any of FSS's trade secrets (e.g., Schedule A) until at least such time that the information is no longer trade secrets. If School District discloses any of FSS's trade secrets, School District will notify FSS of such disclosure or use.

Terms and Termination

This agreement is an annual agreement and may be extended at the discretion and consensus of both parties. The pricing submitted for SY 25-26 will remain fixed until June 30, 2026.

Pricing agreed to for each renewal will remain fixed throughout each annual agreement period ending June 30. FSS may petition a price increase annually for each renewal period. The School District reserves the right to accept or reject any price increase, and terminate the agreement, without penalty.

The term of this agreement is one year, unless terminated by either party for any reason with thirty (30) days advanced written notice. All materials, dispensers, accessories, and instructional charts that are provided as part of this program remain the property of Food Safety Systems and may be removed if, and when, the program is cancelled.

Services

FSS will visit each of the schools listed in **Schedule B** during each service visit cycle unless otherwise specified here. There will be a total of eight (8) service visit cycles during each full school year. There will be eight (8); and the warehouse will be serviced two times during the school year

School District will pay a total agreement cost of \$40,960.00 for this school year, which will be divided into installment payments of \$5,120.00 to be paid upon being invoiced after the completion of each of the service visit cycles. If the term of this agreement includes a partial school year, the district will only be invoiced for the service visit cycles completed. Schedule B may be modified to add or delete schools, which in turn may affect total agreement cost.

In the event FSS is unable to provide full service at all sites during any service visit cycle, School District will only be invoiced for the services rendered and materials provided.

Billing and Remittance

All billing will be from FSS unless otherwise notified. Remittance should be made payable to

Food Safety Systems
5325 Alton Parkway, Suite C-539
Irvine, CA 92604

Accepted By:

Beaumont Unified School District

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

Food Safety Systems

Stacy Sagowitz, Digitally signed by Stacy
Sagowitz, President
President Date: 2025.03.27 07:07:42
-07'00'

Stacy Sagowitz, President



**SCHEDULE A
SCOPE OF SERVICES
Page 1 of 2**

All services, materials, and consultation are included in the total cost provided under the Food Safety and Sanitation Service Agreement, offering complete budget control and predictability to the School District. Food Safety Systems (FSS) will prepare a Service Schedule with objectives and timelines; and provide education, training, materials, services, and reports as follows.

Education

- a) FSS's food safety and sanitation education program includes district in-service education, site- based education, and educational materials for the Participating Schools. The goal of the FSS education program is to provide education for managers and employees of the School District and standardize sanitation and safety procedures in each Participating School's kitchen facility.
- b) Education training modules will be provided during each service cycle at each of the Participating Schools. Each educational training module complies with mandated USDA Professional Standards as well as for School Nutrition Association (SNA) Certification Programs.
 - i) The modules will indicate the appropriate USDA Professional Standards Key Area Section designation and the Learning Topic code.
 - ii) A minimum of 4 hours of training will be offered annually, and will include an ongoing curriculum of sanitation, safety, and workplace topics.
- c) As required by California State Mandate, CalCode Article 2, Sections 113947 and 113947.1-3, FSS will offer N.R.A. (National Restaurant Association) ServSafe® Manager's training to School District employees at an additional minimum cost of \$1,875.00 for 15 employees. Each additional employee over 15 will be an additional charge of \$125 per employee. The maximum class size is 35 employees per class.
 - i) FSS can offer additional courses for eligible employees at an additional cost, if requested by the School District.
 - ii) The education provided through ServSafe® courses will complement the services provided by FSS, and fulfill 10-hours of Sanitation and Safety training required by Food Service Directors and Persons in Charge (PIC) per CalCode
 - iii) This service (National Restaurant Association ServSafe® Manager's training) will be **in addition to** the total cost stated under the Food Safety and Sanitation Service Agreement and will be invoiced separately from the completed service rotation invoice.
- d) If requested by the School District, FSS will offer the National Restaurant Association ServSafe® Food Handler's Class and exam at a cost of \$25.00 per student, with a minimum cost of \$500 for 20 employees. Each additional employee over 20, will be an additional charge of \$25.00 per employee. The maximum class size is 40 employees per class.
 - i) This service (National Restaurant Association ServSafe® Manager's training) will be **in addition to** the total cost stated under the Food Safety and Sanitation Service Agreement and will be invoiced separately from the completed service rotation invoice.

2) Service

- a) FSS certified service technicians will visit each of the Participating schools the number of times stated in the FSS Agreement per full school year in accordance with the Service Schedule stated in the agreement. FSS service technicians are certified in the administration, instruction and recognition of HACCP program integrity and verification. Per Section 111 of the 2004 USDA Reauthorization Act, School Food Authorities (SFAs) are required to implement and maintain a food safety program based on Hazard Analysis and Critical Control Point (HACCP) principles.
- b) FSS service technicians will survey and audit, of each Participating School's kitchen, and provide immediate corrective action, staff training, action documentation, and supervisor notifications for follow ups. The survey and audit are intended to measure due-diligence and verify system execution and staff motivation
- c) The audit will include a review of the School District's specific HACCP guidelines at each Participating school
- d) The audit will follow site inspection protocol as offered by State and County regulatory authorities



**SCHEDULE A
SCOPE OF SERVICES
Page 2 of 2**

3) Materials

- a) Sufficient cleaning products and OSHA approved dispensing systems will be inventoried and replenished as needed at each Participating School by the Service Technician during each site visit. Package labeling will exhibit clear dilution and use directions in English and Spanish
 - i) Concentrated liquid detergents include Pot and Pan Detergent, All Purpose Cleaner, Degreaser, Oven Cleaner
 - (a) These detergents are *Green Seal Certified**
 - ii) Concentrated All Purpose Germicide/Disinfectant
 - iii) Concentrated Quaternary Ammonia Sanitizer will be provided for required sanitizing of equipment and warewashing per CalCode
- b) SDS, posters, binders, procedure guides, and ancillary items (e.g., pac cutters, sanitizer test strips) will be provided and replenished as needed at each Participating School.
- c) Each of the Participating Schools is granted a non-exclusive license to use the program and the program materials. FSS will take steps to safeguard use of the program content by entities operating without an agreement from FSS or a related entity.



**Green Seal offers third-party certification based on leadership sustainability standards that help protect the natural world and human health. Green Seal has been identifying and promoting sustainability to industries, purchasers and consumers and helping organizations be greener in real and effective ways since 1989.*

4) Reports / Review

- a) FSS will provide documentation of the education received for School District due diligence files.
- b) All materials required for OSHA compliance will be placed in and kept current in each of the Participating Schools.
- c) After completion of each survey and audit, FSS will generate:
 - i) A Post Site Visit report documenting only areas requiring immediate attention by the School District will be sent within 48 hours of completing the service cycle, including critical violations, areas at risk and maintenance and repair requirements
 - ii) A complete electronic service report that documents program compliance and areas where further management action is required will be sent within 7 working days of completing the service cycle. These reports can serve as critical due diligence confirmation and provide the School District with an electronic record of program compliance.
 - iii) After each full school year, FSS will meet with district administrators to review the year's accomplishments and make recommendations for program improvement.

SCHEDULE B

BEAUMONT UNIFIED SCHOOL DISTRICT

PARTICIPATING SITES SY 25-26

	Elementary Schools	Middle Schools	High Schools	Central Kitchens Warehouse
1	Anna Hause ES	Mountain View MS	Beaumont HS	Warehouse (2 visits per year)
2	Brookside ES	San Gorgonio MS	Glen View HS	
3	Palm ES			
4	Starlight ES			
5	Summerwind Trails K-8			
6	Sundance ES			
7	Three Rings Ranch ES			
8	Tournament Hills ES			
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Food Safety Systems 05-13-25 (CNS)

Final Audit Report

2025-04-23

Created:	2025-04-23 (Pacific Daylight Time)
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAECRI7KZoluq8zbQPccOzgNeASMrNS_NS

"Food Safety Systems 05-13-25 (CNS)" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)
2025-04-23 - 3:49:06 PM PDT- IP address: 204.100.121.1
-  Document emailed to Stacy Sagowitz (stacy@foodsafetysystemsca.com) for signature
2025-04-23 - 3:51:11 PM PDT
-  Email viewed by Stacy Sagowitz (stacy@foodsafetysystemsca.com)
2025-04-23 - 3:51:32 PM PDT- IP address: 47.150.244.170
-  Document e-signed by Stacy Sagowitz (stacy@foodsafetysystemsca.com)
Signature Date: 2025-04-23 - 3:57:46 PM PDT - Time Source: server- IP address: 47.150.244.170
-  Agreement completed.
2025-04-23 - 3:57:46 PM PDT



BEAUMONT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made effective on May 14, 2025 by and between LunchAssist, 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 \$ N/A per hour, for a total cost not to exceed \$ N/A ~~--or--~~ for a lump sum of \$ 31,195.00 ~~--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.
X 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.
X 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:

LunchAssist, Inc.

Name

8605 Santa Monica Blvd, West Hollywood, CA 90069

Address, City, State and Zip

Jennifer L. McNeil, RDN

04/21/2025

Jennifer L. McNeil, RDN (Apr 21, 2025 09:53 PDT)

Signature

Date

Jennifer L. McNeil, RDN **CEO**

Signer's Full Name and Title

985-966-8494

Phone

jennifer@lunchassist.org

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, LunchAssist, 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 May 14, 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 West Hollywood, California on 04/21/2025
Date

Jennifer L. McNeil, RDN
Jennifer L. McNeil, RDN (Apr 21, 2025 09:53 PDT)

Signature

Jennifer L. McNeil, RDN

Typed or printed name

CEO

Title

8605 Santa Monica Blvd, West Hollywood, CA 90069

Address, City, State and Zip

985-966-8494

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>
------------------------------	--

N/A - no employees of LunchAssist will come into proximity with students

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.



LunchAssist, Inc.
8605 Santa Monica Blvd, 52611
West Hollywood, CA 90069
(985) 966-8494
www.lunchassist.org

Quote

Beaumont Unified School District

Bill To**Marta Shand**

350 W Brookside
Ave. Beaumont, CA
92223

Quote #

5498981000045881092

Quote Date

Apr 16, 2025 11:49 AM

Quote Expiration

Jun 30, 2025

Item & Description	List Price	Qty	Amount
Consulting & Training 7/1/25-6/30/26: One-on-one consulting, training, mentoring, coaching, and support from the team at LunchAssist.	\$ 30,600.00	1	\$ 30,600.00
LunchAssist PRO Renewal 7/1/25-6/30/26: One year of school nutrition training through LunchAssist PRO.	\$ 495.00	1	\$ 495.00
District-wide LunchAssist PRO featuring Brigaid 7/1/25-6/30/26: School nutrition training, professional standards tracking, resources, and reports for each team member in the school nutrition department through LunchAssist PRO featuring Brigaid (price per each additional team member).	\$ 50.00	1	\$ 50.00
Spanish Lessons through LunchAssist PRO featuring Brigaid 7/1/25-6/30/26: Training available in Spanish for 2 members.	\$ 50.00	1	\$ 50.00
Grand Total			\$ 31,195.00

Terms & Conditions

This agreement is for 1 year. Services will be suspended or canceled for accounts that are left unpaid unless other arrangements have been made. This contract will automatically renew in successive years unless LunchAssist is notified of the intent to cancel at least 90 days prior to the annual renewal date. Renewal invoices will be sent approximately 3 months before the annual renewal date. Fees for subsequent years will be equal to the base year cost, uplifted each year based on inflation.








LunchAssist, Inc 05-13-25 (CNS)

Final Audit Report

2025-04-21

Created:	2025-04-18 (Pacific Daylight Time)
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC3zzKIFaTkIbEynvUQPk236EddyTWv4K

"LunchAssist, Inc 05-13-25 (CNS)" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)
2025-04-18 - 10:49:51 AM PDT- IP address: 204.100.121.1
-  Document emailed to kammy@lunchassist.org for signature
2025-04-18 - 10:51:38 AM PDT
-  Email viewed by kammy@lunchassist.org
2025-04-18 - 10:57:28 PM PDT- IP address: 104.28.111.148
-  Email viewed by kammy@lunchassist.org
2025-04-21 - 9:01:12 AM PDT- IP address: 66.249.84.228
-  Signer kammy@lunchassist.org entered name at signing as Jennifer L. McNeil, RDN
2025-04-21 - 9:53:47 AM PDT- IP address: 206.83.111.209
-  Document e-signed by Jennifer L. McNeil, RDN (kammy@lunchassist.org)
Signature Date: 2025-04-21 - 9:53:49 AM PDT - Time Source: server- IP address: 206.83.111.209
-  Agreement completed.
2025-04-21 - 9:53:49 AM PDT

AGREEMENT FORM

THIS AGREEMENT, entered into this 14th day of May, 2025 in the County of Riverside of the State of California, by and between the Beaumont Unified School District, hereinafter called the "District", and Shade Structures, Inc. DBA USA Shade, hereinafter called the "Contractor". Contractor acknowledges that this Project is being awarded in accordance with the California Uniform Public Construction Cost Accounting ("CUPCCAA") set forth in Public Contract Code section 22000 *et seq.* Bidders shall comply with any requirements set forth in the CUPCCAA including all guidelines and requirements in the current California Uniform Public Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. Contractor shall cooperate with the District and provide any requested information or documents as requested by the District to comply with the CUPCCAA including, but not limited to, all Project cost data, invoices, accounting records, payroll records, etc.

WITNESSETH that the District and the Contractor for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with the Glen View High School Shade Structure Project ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The District may give Notice to Proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a Notice to Proceed, the Contractor shall Substantially Complete the Project (See Article 1 of the General Conditions) of the work within Ninety (90) calendar days ~~from receipt of the Notice to Proceed~~ after DSA approval. This shall be called the "Contract Time." It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract Time.

In the event that the District desires to postpone giving the Notice to Proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the Notice to Proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the Notice to Proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be

obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of Five Hundred Dollars (\$500.00) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event liquidated damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract.

ARTICLE 4 - CONTRACT PRICE: The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of Eighty Five Thousand Three Hundred Forty Six Dollars & Seventy Six Cents (\$85,346.76) ("Contract Price"), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order/ Construction Change Document result in an increase in the Contract Price, the cost of such Change Order/ Construction Change Document shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order/ Construction Change Document, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss

of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with work covered by this Agreement or the Contract Documents, whether said injury or damage occurs 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.

(c) Any dispute between Contractor and Contractor's subcontractors/ suppliers/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the work and/or filing of any stop notice or mechanic's lien claims.

(d) Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any Subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the District for any penalties assessed against the District arising from any failure by the Contractor or any Subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the Contractor or any Subcontractor to be liable to the District or indemnify the District for any penalties caused by the District in accordance with Labor Code section 1773.3 (g).

Contractor, 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 the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified in this Article 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.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Agreement Form
Payment Bond
Performance Bond
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco-Free Campus

Guarantee
Insurance Documents and Endorsements
Contractor DVBE Close-Out Statement
Contractor's Certificate Regarding Background Checks
General Conditions

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 *et seq.*)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 *et seq.*)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class B Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties,
on the day and year first above written.

Beaumont Unified School District

Shade Structures Inc., dba
CONTRACTOR: USA Shade & Fabric Structures

By: _____

Rob Blakley

Typed or Printed Name

Senior VP

Title

Dated: _____



Signature

David Schneider

Type or Printed Name

VP Project Mgmt & Construction

Title (Authorized Officers or Agents)



Signature

(CORPORATE SEAL)



USASHADE

Glen View HS Beaumont USD

Priced per CMAS Contract Number 4-22-11-1011

Project Information:				Sales Information:	
Purchaser:	Beaumont USD	Contact:	Ana Gonzalez	Sales Rep:	Eric Roys
Project Name:	Glen View HS Beaumont USD	Phone:		Phone:	909-927-7567
Quote No:	CA0425ER21421-R0	Email:	agonzalez@beaumontusd.k12.ca.us	Email:	Eric.Roys@usa-shade.com
Billing Address Information:		Shipping Address Information:		Jobsite Information:	
Name:	Beaumont USD	Name:	Southern California Warehouse	Name:	Glen View HS
Address:		Address:	1085 N. Main St	Address:	939 E. 10 th St.
City:		City:	Orange	City:	Beaumont
State:		State:	CA	State:	CA
Zip Code:		Zip Code:	92867	Zip Code:	92223
Contact:	Ana Gonzalez	Contact:		Contact:	
Email:	agonzalez@beaumontusd.k12.ca.us	Email:		Email:	
Phone:		Phone:		Phone:	

CORPORATE ADDRESS:

2580 Esters Blvd., Suite 100 DFW
Airport, TX 75261

MAILING ADDRESS:

P.O. Box 3467 Coppel, TX 75019

REMITTANCE ADDRESS:

P.O. Box 734158 Dallas, TX 75373-4158

SOUTHERN CALIFORNIA:

1085 N. Main Street, Suite C
Orange, CA 92867

ARIZONA:

2415 S. 18th Place
Phoenix, AZ 85024

LAS VEGAS:

3111 So. Valley View Blvd. Suite B-117
Las Vegas, NV 89102

NOTE: This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received


www.usa-shade.com 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NM: 383826 TN: 68712 DIR: 1000003533
6 of 16



USASHADE®

this communication in error, please notify us immediately by phone and return the original message to the applicable address above.

DESCRIPTION		PRODUCTS	
DETAILS			
Single Post Pyramid Cantilever	Model Number	Dimensions	Entry Height
QTY	IMAGE	DSA1242020-22	20'x20'
1		Fabric Type	Entry Height
		Colourshade_FR	TBD
		Steel Finish	Steel Color
		Coastal Primer w/ Powder Coating	TBD
		Footing Type	Mounting Type
		Drilled Pier	PIH - Embed

CMAS PRICING					
QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	UNIT	TOTAL
2		Single Post Pyramid Cantilever	\$13,754.43	Each	\$27,508.86
		Anchor Bolts		Each	
1		Shipping and Handling	\$7,254.58		\$7,254.58
				Taxable Subtotal:	\$34,763.44
		Sales Tax	8.75%		\$3,041.80
12		Site Assessment	\$109.36	PER HR	\$1,312.56
40		Project Management	\$171.28	PER HR	\$6,851.20
20		Engineering	\$269.77	PER HR	\$5,395.40
				Product Subtotal:	\$51,395.40
		Installation Services			
2		Rebar Cage	\$750.00	EACH	\$1,500.00
8		Ready Mix Concrete	\$244.08	PER CY	\$1,952.64
152		Laborer, Journeyman	\$109.36	PER HR	\$16,622.72
40		Ironworker, Journeyman	\$135.71	PER HR	\$5,428.40
2		Dirt Removal and Disposal	\$1,027.71	PER LOAD	\$2,055.42
1		Concrete Pump	\$2,141.06	PER DAY	\$2,141.06
1		Skid Steer with Auger	\$2,141.06	PER WEEK	\$2,141.06
1		Reach Fork up to 8k	\$2,141.06	PER WEEK	\$2,414.06
0		Scissor Lift	\$770.78	PER WEEK	
	NSP (Non-Specifically Priced)	Overnight/Per Diem/Travel			
TOTAL PRICE:					\$85,346.76

INCLUSIONS / EXCLUSIONS			
INCLUDED / EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED / EXCLUDED	INSTALLATION - MISCELLANEOUS
Included	Sealed Drawings & Calculations	Included	Prevailing Wage / Certified Payroll
Excluded	Permit Submittal	Excluded	Union Wages
Excluded	Permit Fee	Included	Fencing

www.usa-shade.com 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV: 78724 NM: 383826 TN: 68712 DIR: 1000003533



USASHADE®

Excluded	DSA Submittal & Fees	Excluded	Water and Electrical
Included	Design and Engineering of Structure	Excluded	Landscape Repair
Included	Design and Engineering of Foundation	Excluded	Demolition (Existing Structures)
Excluded	Reactions and Loads for attachment to Walls, Rooftops, or Other	Excluded	Payment and Performance Bonds
Excluded	Foundation Location and Elevation Survey	Excluded	Special Inspection Fees

Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 5) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 6) Barricades and public security requirements are not included.
- 7) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 8) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.



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- 9) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 10) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

GENERAL TERMS & CONDITIONS AND WARRANTY

- 1) **Proposal:** The above proposal is valid for **15 days** from the date first set forth above. After 15 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 4) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:



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"The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."

- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
- 7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. Progress billing and payment will be required. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Return Policy for USA Shade:** At USA Shade, we strive to provide high-quality shade structures that are built to order and tailored to meet the unique needs of our customers. Due to the nature of our business and the customization involved, we have implemented the following return policy:
 1. **No Cancellations or Changes:** Once an order has been released for production, we cannot accept any cancellations or changes to the order. It is



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crucial for customers to review their order details carefully before finalizing the purchase.

2. **No Returns:** Due to the customized nature of our shade structures, we do not accept returns. Once the order has been delivered and installed, it is considered a final sale. We encourage customers to thoroughly assess their requirements and specifications before ordering.
3. **Product Quality Assurance:** We take pride in delivering high-quality shade structures that meet industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. In the unlikely event that there is a manufacturing defect or an issue with the product, please get in touch with our customer service department immediately for assistance.
4. **Warranty Coverage:** Our shade structures are backed by a warranty against manufacturing defects or material faults. If you encounter any issues the warranty covers, please take a look at our warranty policy for more instructions on how to proceed.
5. **Customer Support:** We are committed to providing excellent customer service throughout your purchasing journey. If you have any questions or concerns or need help with your order, our dedicated customer support team is here to help. Don't hesitate to contact us via phone, email, or our website's contact form, and we will gladly assist you.

It is essential for customers to understand and acknowledge these terms and conditions before placing an order with USA Shade. Customers agree to abide by this return policy by proceeding with a purchase.

- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region)
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a



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Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

14) Indemnification: To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.

15) Statement of Limited Warranty:

- The structural integrity of all supplied steel is warranted for ten years.
- If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
- All steel surface finishes are warranted for one year.
- Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
 - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
 - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
 - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
 - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
- Sewing thread is warranted for ten years.



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- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
 - the supplied structures, products, services and/or labor are not paid for in full;
 - the structures are not assembled in strict compliance with USA SHADE specifications;
 - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
 - normal wear and tear;
 - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
 - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;



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- use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
 - workmanship related to assembly not provided by the Company or its agents;
 - fabric curtains, valances, and flat vertical panels;
 - fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.
Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc
Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.
Preconstraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

16) Assembly/Installation:

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.

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AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NM: 383826 TN: 68712 DIR: 1000003533

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- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
 - Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
 - Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.
- 17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
- 19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.



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- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.
- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.
- 27) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties to this Agreement, whether digital or encrypted, including but not limited to the use of a typed name, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including but not limited to typed or email electronic signatures.

PURCHASER:

Signature:

By: Carmen Ordonez

Title: Director of Fiscal Services

Date:

NOTE: All purchase orders and contracts should be drafted in the name of

Shade Structures, Inc.



BEAUMONT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made effective on May 14, 2025 by and between
Props AV, 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 May 14, 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 \$ 2,200.00 --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.
X _____ 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.
X _____ 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.
X _____ 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:

Props AV, LLC

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

Name

945 E. 6th St. Beaumont, CA 92223

Address, City, State and Zip



04/14/2025

4/14/25

Signature

Date

Signature

Date

Brady Westbrook Production Manager

Carmen Ordonez / Director of Fiscal Services

Signer's Full Name and Title

Signer's Full Name and Title

800-733-1182

Phone

mckay@propsav.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, **Props AV, LLC** (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 May 14, 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 **04/14/2025**
Date


Brady Westbrook (Apr 14, 2025 10:07 PDT)
Signature

Brady Westbrook
Typed or printed name

Production Manager
Title

945 E. 6th St. Beaumont, CA 92223
Address, City, State and Zip

800-733-1182
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>
Paul Thomas	Sub Contractor
McKay Westbrook	Employee
Ricky Purcell	Employee
Tommy Frisch	Employee
Damian Navarro	Employee
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.



945 E. 6th St.
Beaumont , California
92223
United States
Phone (800) 733-1182

Account Manager: McKay Westbrook
Deposit Due:
Deposit Required:

Quote 25-0309

Mt View MS Graduation 6/5/25

Ship Date: 6/5/2025 7:30 AM
Load In: 6/5/2025 7:30 AM
Show Start: 6/5/2025 1:00 PM
Show End: 6/5/2025 1:30 PM
Load Out: 6/5/2025 2:30 PM
Return Date: 6/5/2025 2:30 PM

Client	Venue / Site
Beaumont Unified School District 350 W. Brookside Ave Beaumont, CA 92223	Mountain View Middle School April Nunez 200 Cougar Way Beaumont, CA 92223 Email: tahilliard@beaumontusd.k12.ca.us

Qty	Item Description	Notes	Time	Price	Ext. Price
Audio					
4	QSC K12				
1	Allen & Heath QU-16				
3	Tripod Microphone Stand w/ Telescoping Boom				
1	Quad Shure QLXD Wireless Mic Kit				
1	Macbook Pro				
Audio Total:					1,095.00
Miscellaneous					
1	Small Cable Package				
1	6' Folding Table				
1	6' Table Scrim (Black)				
Miscellaneous Total:					50.00
Labor					
1	Audio Engineer				
	6/5/2025 7:30 AM - 2:30 PM				
Labor Total:					1,000.00
Prod Labor :					\$1,000.00
Rental:					\$1,145.00
Subtotal:					\$2,145.00
Sales Tax:					\$0.00
Discount:					\$0.00
Delivery and Pickup:					\$55.00
Total:					\$2,200.00
Total Applied Payments:					\$0.00
Balance Due:					\$2,200.00



Beaumont
945 E. 6th St.
Beaumont , California 92223
United States
Phone: (800) 733-1182

Deposit Invoice
Quote: Mt View MS Graduation 6/5/25
Quote Number: 25-0309

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

Venue / Site
Mountain View Middle School April Nunez 200 Cougar Way Beaumont, CA 92223 Email: tahilliard@beaumontusd.k12.ca.us

Account Manager	Quote Ship Date	Client PO	Total	Deposit %	Deposit Due	Deposit Due Date
McKay Westbrook	6/5/2025		\$2,200.00			6/5/2025

Prod Labor	\$1,000.00
Rental	\$1,145.00
Subtotal	\$2,145.00
Sales Tax	\$0.00
Discount	\$0.00
Delivery and Pickup	\$55.00
Total	\$2,200.00
Total Applied Payments	\$0.00

This order requires a deposit of \$0.00
Please remit \$0.00 by 6/5/2025



Beaumont
945 E. 6th St.
Beaumont , California 92223
United States
Phone: (800) 733-1182

Quote Number	25-0309
Name	Mt View MS Graduation 6/5/25
Account Manager	McKay Westbrook
Quote Date	3/24/2025

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

Venue / Site
Mountain View Middle School April Nunez 200 Cougar Way Beaumont, CA 92223 Email: tahilliard@beaumontusd.k12.ca.us

Ship Date	Return Date	Status	Terms	Total
6/5/2025 7:30 AM	6/5/2025 2:30 PM	Invoice Created		\$2,200.00

THE PARTIES: This Agreement is for entertainment production services for the event described herein, between the undersigned Client and Props AV LLC.

JOB DESCRIPTION: Props AV LLC agrees to furnish services listed herein to the Client and specifications listed above:

PAYMENT TERMS:

To confirm this Agreement, return one signed and completed copy along with a DEPOSIT of **(see amount listed above.)** Agreements received after the Deposit Date is subject to availability. The balance is due no later than the date of the event unless otherwise previously arranged. **All checks should be made out to Props AV.** There will be a \$25.00 fee charged for all returned checks. Gratuities given to a technicians at an event are made at the sole discretion of the Client.

CANCELLATION: This Agreement cannot be canceled or modified except in writing by either the Client or Props AV LLC. If cancellation is initiated by Client less than 60 days prior to the event, then the deposit will be forfeited. For cancellations less than 30 days prior to the event, Client is responsible for the total fee OR may forfeit deposit only by signing a new entertainment/ production agreement with Props AV LLC within two weeks of cancellation for a substitute engagement performed in the following 6 months. If Client has utilized Props AV's Service, then the deposit will be forfeited regardless of the date of cancellation. Rescheduling for events cancelled due to inclement weather shall be accommodated whenever possible. Rescheduled events are subject to availability.

(If applicable)

DJ PERSONALITY: Client's choice of DJ Personality is offered on a first come, first served basis. If a specific DJ is not selected, Props AV LLC will assign an available DJ best suited for the event. If by unavoidable circumstance, your scheduled DJ is not able to perform on the date of your event, Props AV LLC shall substitute a DJ Personality of similar experience.

PROVISIONS / LOSS & DAMAGES:

(1) The Client shall ensure that facility or event space is open with sufficient time to set up prior to scheduled start time. (2) The facility or event space meets all federal and state safety regulations and has all appropriate music licenses and performance permits. (3) Reasonable steps will be taken to protect Props AV's equipment, personnel, and crowd control will be provided if warranted; (4) For outdoor performances, shelter is provided that completely covers and protects equipment from adverse weather conditions. (5) For overnight set ups, Client will insure reasonable steps will be taken with security to protect Props AV's equipment. (6) Client accepts full responsibility and is liable for any damages, injuries, or delays that occur as a result of failure to comply with these provisions. (7) Failure to comply with the provisions Client is responsible for any damages that may occur to any equipment rented from Props AV or sub-rented by Props AV. (8) In the event of circumstances deemed by Props AV's technicians to present a real or implied threat of injury or harm to personnel or equipment, Props AV reserves the right to cease performance until such time as Client resolves the threatening situation. (9) Props AV holds all appropriate insurances for its equipment and personnel.

(10) Props AV LLC is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the event space, and/or for the loss of equipment, exhibits or other materials left in event spaces. (11) Damage to the event space premises or equipment by the Client, it's attendees or appointed contractors will be the Client's responsibility. Client will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities.

SECURITY:

The Client acknowledges the Props AV LLC cannot be responsible for the safekeeping of equipment (i.e., laptop/notebook computers, etc.), supplies, written material or any other items left in event areas, by the Client or its attendees. Accordingly, Client acknowledges it will be responsible to provide security for any such above mentioned items and hereby assumes responsibility of loss thereof. Client further agrees to provide attendees with same information in their own advance collateral as a preventative measure. The Client may choose to hire its own security services to comply with this contract or The client may contract security services through Props AV LLC.

Travel & Per Diem:

For events that are more than 50 miles distance from Props AV's headquarters and require Props AV's services in the morning or late night return travel, a hotel may be necessary for Props AV's Technicians. Hotel costs may be passed along to the Client.

For multi day events and conferences a "Per Diem" allowance may be required of the Client. Please discuss this with Props AV before signing this agreement.

INDEMNIFICATION AND HOLD HARMLESS:

Props AV LLC agrees to defend, indemnify and hold harmless Client from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Props AV LLC pursuant to the performance of its obligations under this Agreement. Props AV LLC also agrees to defend, indemnify and hold harmless Client from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of Props AV's performance pursuant to this Agreement, except for those actions or liabilities which are due to the misconduct or negligence of the Client.

Client agrees to defend, indemnify, and hold harmless Props AV from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Client or any contractors hired or engaged by the Client in connection with the performance of the Client's obligations under this Agreement. Client also agrees to defend, indemnify, and hold harmless Props AV LLC from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of the Clients' obligations pursuant to this Agreement, except those actions which are due to the misconduct or negligence of Props AV LLC.

INSURANCE:

Both Parties are required to insure their obligations set forth in the section entitled Indemnification and Hold Harmless above, and to provide evidence of such insurance upon request. For any activity introduced into the event by an outside contractor hired by either party will be fully responsible for the actions of such outside contractor. Upon request both parties will provide a certificate of insurance, naming the Client as additional insured.

ACTS OF GOD & WEATHER CONTINGENCY:

If performance of this agreement by either party is subject to an Acts of God, war, government regulations, disaster, strikes, civil disorder, curtailment or transportation facilities or any other emergency making it illegal or impossible to provide service or to host this event. This agreement may be terminated for any one or more of the aforementioned reasons by written notice from one party to another without a cancellation charge. Should rain or adverse weather occur the Client is responsible for any charges that Props AV will incur to cover and protect its equipment. The Client is responsible to pay for any rentals needed due to adverse weather. Props AV will help assist in with a rain contingency plan. Props AV reserves the right to cease performance until adverse weather has ceased.


Please retain the copy provided of this Agreement for your records.
SIGN AND RETURN ALONG WITH THE DEPOSIT LISTED ABOVE BEFORE THE DEPOSIT DUE DATE.
A check is preferred. Credit cards are accepted for your convenience. 3.5% Fee may be applied.

Credit Card Number: _____

Name on Card: _____ Expiration Date: _____ CVV: _____

Billing Street Address: _____ Billing Zip code: _____

Date: 04/14/2025 Date: _____

Company _____ Client _____
Signature:  Signature: _____
Brady Westbrook (Apr 14, 2025 10:07 PDT)

Name/Title: McKay Westbrook/Production Manager Name/Title: Carmen Ordonez / Director of Fiscal Services






Props AV, LLC 05-13-25 (MVMS)

Final Audit Report

2025-04-14

Created:	2025-04-11 (Pacific Daylight Time)
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdeh8ewVJ1tXVcEovpfPTnfwcSirvBPnr

"Props AV, LLC 05-13-25 (MVMS)" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)
2025-04-11 - 4:16:28 PM PDT- IP address: 204.100.121.1
-  Document emailed to Brady Westbrook (mckay@propsav.com) for signature
2025-04-11 - 4:19:50 PM PDT
-  Email viewed by Brady Westbrook (mckay@propsav.com)
2025-04-11 - 10:59:44 PM PDT- IP address: 192.178.15.32
-  Document e-signed by Brady Westbrook (mckay@propsav.com)
Signature Date: 2025-04-14 - 10:07:43 AM PDT - Time Source: server- IP address: 47.180.8.39
-  Agreement completed.
2025-04-14 - 10:07:43 AM PDT



BEAUMONT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made effective on May 14, 2025 by and between The Art Barn hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

RECITALS

- A. In accordance with Government Code section 53060, the District desires to obtain special professional services and advice regarding accounting, administrative, economic, engineering, financial, legal and or other professional services, as provided in this Agreement.
- B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law, as applicable, to provide the special services and advice required by the District, and to the extent required by any applicable laws, Consultant has all licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such Services as are called for under this Agreement.

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

AGREEMENT

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

- ☐ In the 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 May 14, 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 \$ 1,080.00 --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.
 x 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.
 x 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**
 x 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:

The Art Barn

Name 4/18/2025

37225 Goodie Ln., Cherry Valley, CA 92223

Address, City, State and Zip

Signature 04-17-25

Susan Heinrich

Signer's Full Name and Title 4/18/2025

(909) 633-0417

Phone

susan@theartbarnstudios.com

Email

DISTRICT:

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

Signature Date

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

1. I have carefully read and understand the provisions and requirements set forth in Education Code Section 45125.1.
2. Due to the nature of the work, I will be performing for the District, my employees may have contact with students of the District.
3. Pursuant to Education Code section 45125.1, Consultant has conducted criminal background checks by submitting fingerprints of Consultant and all its employees (which includes any sole proprietor as used in this form) providing services to the Beaumont Unified School District pursuant to the Agreement dated May 14, 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.

Cherry Valley
Executed at _____, California on 04-17-25
Date


Signature

Susan Heinrich
Typed or printed name

Owner
Title

37225 Goodie Ln. Cherry Valley California 922

Address, City, State and Zip

909-633-0417
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>
------------------------------	--

Susan Turley owner	
--------------------	--

volunteers	
Stephanie Daenz	
Brent Heinrich	
Shane Turley	
Betty Bauer	

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.



ESTIMATE

The Art Barn/ Susan Heinrich

37225 Goodie Lane
Cherry Valley Ca 92223

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

For Palm Elementary

Estimate Num
Date

57
Apr 8, 2025

Ship To

Shipping Date
Tracking No
Shipping Method
FOB

Description	Quantity	Rate	Amount
All supplies included for step by step paintin on 11x14 canvas. May 28, 2025	90	\$12.00	\$1,080.00
Subtotal			\$1,080.00
Tax (0%)			\$0.00
Total			\$1,080.00



BEAUMONT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made effective on July 1, 2025 by and between Family Leadership 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 \$ N/A per hour, for a total cost not to exceed \$ \$7,833.00 --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.
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electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and network security. Coverage is required only if (1) products or services related to information technology for hardware or software are provided to the District and (2) if Consultant has access to personally identifiable information of the District through the provision of such technology-related products or services.

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12. **DELEGATEABILITY:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
13. **INTEGRATION:** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.
14. **JURISDICTION:** This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Riverside County, California.
15. **CRIMINAL RECORDS CHECK:** Consultant shall contemporaneously execute, as a part of this Agreement, the attached "Certification by Consultant Criminal Records Check" form and submit it to the District if Consultant or Consultant's employees **will** be working individually with students unsupervised.

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

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

- ☒ 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:

Family Leadership Inc.

Name

1477 E. Shaw Ave, Suite 140, Fresno, CA 93710

Address, City, State and Zip

Alejandro Vidal

Alejandro Vidal (Apr 30, 2025 16:30 PDT)

04/30/2025

Signature

Date

Alejandro Vidal

Signer's Full Name and Title

(559) 222-2300

Phone

alejandro@familyleadership.org

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, Family Leadership 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 July 1, 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 Fresno, California on 04/30/2025

Date

Alejandro Vidal

Alejandro Vidal (Apr 30, 2025 16:30 PDT)

Signature

Alejandro Vidal

Typed or printed name

Director

Title

1477 E Shaw Ave, Suite 140 Fresno CA 93710 United States

Address, City, State and Zip

(559) 222-2300

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>
-------------------------------------	---

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.

MEMORANDUM OF UNDERSTANDING

State of: California

This Memorandum of Understanding (this “MOU”) is made and entered into on [July 1, 2025](#) by and between:

[Family Leadership, Inc.](#) residing/located at [1477 .E Shaw Ave, Suite 140, Fresno Ca. 93710](#) (“First Party”) and

Beaumont Unified School District residing/located at **350 W. Brookside Ave., Beaumont, CA 92223** (“Second Party”)

Both known collectively as the “Parties”.

Background:

The First Party and the Second Party desire to enter into an agreement in which they will work together to achieve the various aims and objectives relating to the [Parenting Partners Family Engagement Workshop Series](#) (the “Project”).

The First and Second Party desire to enter into an agreement between them, setting out the working arrangements that each of the two agree are necessary to complete the Project.

Purpose & Scope

1. The purpose of this MOU is to provide the framework, the scope of work, terms and conditions, and responsibilities of the Parties associated with their work on the Project, as attached in more detailed information for the Project that Parties have agreed upon, if applicable. The obligations of the Parties will end on [June 30, 2026](#)
2. As further outlined below, both parties will collaborate on the following:
 - a. [Training of facilitator teams for each school site](#)
 - b. [Parenting Partners Workshops offered at each school](#)
 - c. [Communication/ Support for family engagement success](#)
 - d. [Evaluation and Outcomes reporting](#)

The Parties Obligations

3. The Parties desire and wish that this document will not create any form or manner of a formal agreement, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration in support of an effective and efficient partnership and leadership meant to maintain, safeguard, and sustain sound and optimal financial, managerial, and administrative commitment with regards to all matters related to the Project.

Cooperation

4. The Parties represent that they have unique, specialized expertise that they will draw upon to meet the objectives of the Project.
5. The First Party will use the following unique experiences and expertise to further the objectives of the Project:

- a. *Family Leadership is the sole source provider of Parenting Partners. Family Leadership has over 27 years of experience in building strong family -school partnerships. The national trainers are experienced professionals in the field of family engagement, and include curriculum authors and retired educators.*
6. The Second Party will use the following unique experiences and expertise to further the objectives of the Project:
 - a. *Administration and site leaders will identify staff and/or parent leaders for the facilitator team(s) who accurately reflect the demographics of their community (bilingual, etc) and model family-school partnerships.*

Responsibilities

7. The First Party shall undertake the following activities under this MOU:
 - a. *Family Leadership will provide 2-day facilitator training, ongoing professional development webinars, bilingual comprehensive materials (including facilitator manuals, parent workbooks, workshop materials team resource kit), ongoing support and outcomes reports.*
8. The Second Party shall undertake the following activities under this MOU:
 - a. *Recruitment of site-based facilitator teams to attend training launch and then to lead workshops (series of 6 weekly) per semester at their schools; provide location for workshops, parent support as possible (snacks, child care, etc).*

Resources

9. The Parties will endeavour to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the Project.
10. The First Party agrees to provide the following material, financial, and labor resources in respect of the Project:
 - a. *Family Leadership will provide parent workbooks in English and/or Spanish in sets of 40 per school site, Facilitator manuals for each member of the school facilitator team (in English and Spanish); How to Run Successful Family Engagement Workshops training and participant guides for each team member, 10 professional family engagement/development webinars offered approx.. 2x/s a month; Facilitator resource kit with handouts, interactive skit materials, power points in both English and Spanish (for in-person and/or Virtual workshops and marketing resources); A designated team Support Specialist who will support by phone , email and/or site visits each team during the workshop offerings; a 12 page outcomes report for each series of workshops and a consolidated district report at the end of each semester and the end of the school year.*
11. The Second Party agrees to provide the following material, financial, and labor resources in respect of the Project:
 - a. *The district will provide the facilities for parent workshops, child care or food (as needed or allowed) and will pay Family Leadership \$7500/school plus tax (\$7,833) for all services noted above.*

Communication strategy

12. Marketing of the Project should always be consistent with the aims of the Project and only undertaken with the express written agreement of both Parties.
13. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to.

14. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Dispute Resolution

15. The Parties to this MOU agree that if any dispute arises through any aspect of this agreement, including, but not limited to, any matters, disputes, or claims, the Parties shall confer in good faith to promptly resolve any dispute. In the event that the Parties are unable to resolve the issue or dispute between them, then the matter shall be:
 - a. **mediated in an attempt to resolve any and all issues between the Parties**

Governing Law

16. This MOU shall be construed in accordance with the laws of the State of California.

Assignment

17. Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.

Amendment

18. This MOU may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.

Termination

19. This MOU may be terminated by mutual written agreement of the Parties upon 10 days' notice.
20. This MOU shall automatically terminate upon completion of all responsibilities as stated in the "Purpose & Scope" section. See attached Exhibit of timeline and list of objectives for the Project, if applicable.

Prior Memorandum Superseded

21. This MOU constitutes the entire Memorandum between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether oral or written.

Understanding

22. By signing this MOU, both Parties of this MOU mutually agree and understand that:
 - a. Each Party will take finance and legal responsibility for the actions of its affiliates, officers, employees, independent contractors, agents, volunteers, and representatives.
 - b. Each Party shall carry insurance at its sole expense to cover its activities in connection with this MOU. Each Party shall also obtain and maintain insurance for general liability, workers' compensation, and business automobile liability adequate to cover any potential liabilities.
 - c. Each Party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against all actions, demands, claims, losses, liabilities, costs (including attorney's costs and fees), and damages. Each Party shall also be responsible for the proportionate cost of any damages arising from the fault of such Party, its officers, agents, employees, and independent contractors.

Notices

23. All notices, demands, requests, and other communications given hereunder for purposes other than termination shall be made in writing and shall be deemed given if:
 - a. Delivered by hand; or
 - b. Mailed by domestic registered or certified mail with prepaid postage, after 2 days of business days since the date postmarked.
24. Any notices, demands, requests, and other communications returned to the sending Party as non-delivered should be re-delivered or re-mailed to the forwarding address affixed thereto. Such communications will be deemed delivered in the same way as those that had not been returned to the sending Party.
25. All written notices so given will be deemed effective upon receipt.

Severability

26. Any part or provision of this MOU that is found to be unenforceable, illegal, void, or prohibited in any jurisdiction will be ineffective without invalidating the remaining provisions and parts of the MOU. In such a scenario, the Parties will use reasonable efforts to employ and find an alternative way to achieve the same or substantially the same result as contemplated by such part or provision.

Authorization and Execution

27. The signing of this MOU does not constitute a formal understanding and as such it simply intends that the Parties shall strive to reach, to the best of their abilities the objectives stated herein.
28. The MOU shall be signed by:
- a. Family Leadership Inc.
 - b. Alejandro Vidal, Family Engagement Director
 - c. **Beaumont Unified School District**
 - d. Carmen Ordonez, Director of Fiscal Services
- And shall be effective as of the date first written above.

SIGNATURES

Alejandro Vidal
Alejandro Vidal (Apr 30, 2025 16:30 PDT)
Signature

Alejandro Vidal
Full Name

Family Leadership Inc.
First Party Printed Name

Signature

Carmen Ordonez, Director of Fiscal Services
Full Name

Beaumont Unified School District
Second Party Printed Name



BEAUMONT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") is made effective on May 14, 2025 by and between Kona Ice Riverside 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 May 14, 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 \$ \$3,303.00 --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.
 X TSW 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.
 X TSW 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.
 TSW 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:

Kona Ice Riverside

Name

17087 Hazelwood Dr., Riverside, CA 92503

Address, City, State and Zip

Thomas S. Wood 4/22/2025

Signature

Date

Thomas S. Wood Owner

Signer's Full Name and Title

(951) 290-7428

Phone

konaiceriverside@gmail.com

Email

DISTRICT:

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

Signature

Date

Carmen Ordenez, 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:

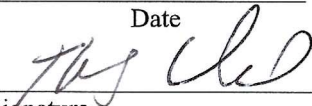
I, Kona Ice Riverside (Consultant) certify that:
Name of Consultant

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 May 14, 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 4/22/2025

Date


Signature

Thomas S. Wood

Typed or printed name

Owner

Title

17087 Hazelwood Dr. Riverside CA 92503

Address, City, State and Zip

951 290 7428

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>
------------------------------	--

N/A We are on a truck	
-----------------------	--

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.

May 13 Board Mtg



Kona Ice Riverside Office sent you an estimate

We look forward to working with you!

Customer

San Geronio Middle School

Lieu Mabey

lmabey@beaumontusd.k12.ca.us

+1 (951) 769-4391

1591 Cherry Ave

Beaumont, CA 92223

Estimate #000105

April 17, 2025

Proposal for Event on 05/30/25 from 3:00pm-5:00pm

Guaranteed 2 Hour Event Minimum with 3 Trucks

Priced at \$350 for the first hour, and \$175+ for every additional hour, per truck.

\$1,575.00

Includes UP TO the 1st 316 servings of our 12oz klassic cups priced at \$5 each (discounted from \$6 each).

Potential 384 Additional Cups (up to 700 TOTAL)**\$1,728.00**

These cups will only be charge for IF ACTUALLY SERVED. They will be continue to be priced at the discounted price of \$4.50 since we will be over 300 servings for the day.

On the day of your event, if you end up needing more than the 700 cups reflected on this proposal, we can absolutely add them! The price per additional cup will continue to be \$4.50 each.

Subtotal**\$3,303.00****No Tax****\$0.00****Total****\$3,303.00**

Kona Ice Riverside Office
konaiceriverside@gmail.com
+1 (951) 290-7428

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All rights reserved.



NetSupport Incorporated, 6120 Windward Parkway, Suite 240, Alpharetta, GA 30005
Telephone: 770 205 4456 Web: www.netsupport-inc.com

Quote Number 00076019

Valid Until 6/30/2025

Created Date 4/7/2025

Payment Terms Net 30 Days

For attention of

Prepared By Alexandria Davis

Address 350 W Brookside Ave
Beaumont, California 92223
USA

Email a.davis@netsupport-inc.com

THIS IS A MAINTENANCE RENEWAL

Quantity	SKU	Description	Unit Price	Subtotal
95.00	NSS075MAIN	NetSupport School Maintenance – 12 Months Priority Support + New Version Update Protection	USD 9.94	USD 944.30
Subtotal				USD 944.30
Grand Total				USD 944.30

Orders will only be processed when a purchase order, credit card payment, check, or wire transfer are received.
Orders under \$200 must be pre-paid with a credit card payment, check, or wire transfer.
Credit card payments are subject to a 3% processing fee.

NetSupport's Technical Support Staff offer onsite training seminars and training in-house at our offices located in Alpharetta, Georgia. For more information contact training@netsupport-inc.com

Comments/Notes

Maintenance renewal for existing license; maintenance is optional and includes priority support and automatic upgrades to new versions. new maintenance expiry of 6/30/2026.

Thank you for your interest in the NetSupport range of software.



Company Address 751 Quality Drive, Suite 200
American Fork, UT 84003
US

Created Date 3/20/2025
Expiration Date 5/31/2025
Prepared By Marvin Thompson
Email marvin.thompson@youscience.com

Contact Name Michael Breyer
Phone (951) 845-1631
Email mbreyer@beaumontusd.k12.ca.us

Bill To Name Beaumont Unified
Bill To PO Box 187
Beaumont, CA 92223
USA

Ship To Name Beaumont Unified
Ship To PO Box 187
Beaumont, CA 92223
USA

Product	List Price	Sales Price	Quantity	Discount (\$)	Total Price
Advisor Advantage Middle School	\$4,950.00	\$4,950.00	3.00	\$1,485.00	\$13,365.00
Pro+ Advantage High School	\$10,950.00	\$10,950.00	1.00	\$1,095.00	\$9,855.00
Pro+ Advantage High School - Small School	\$25.50	\$0.00	100.00	\$2,550.00	\$0.00
Pro+ Advantage High School - Small School	\$25.50	\$0.00	100.00	\$2,550.00	\$0.00

Multi-Year Agreement: 3 year

List Price Amount \$30,900.00
Subtotal \$25,800.00
Discount Total \$7,680.00
Multi-Year Total \$69,660.00
Total Billed Annually \$23,220.00

Products and Schools

Products and Schools Advisor Advantage | Middle School

- Unlimited admins, teachers, and students
- Aptitude and Career Exploration
- 4-Year Education and Career Plan
- College Planner
- Resume Builder
- Analytic tools, reporting suite, and admin dashboard
- Classroom Lessons
- Exploring Aptitudes for Careers Curriculum
- SSO/SIS Integration
- Training and Implementation Included

Pro+ Advantage | High School

- Unlimited admins, teachers, and students
- Aptitude College and Career Exploration
- 4-Year Education and Career Plan
- College Planner
- Resume Builder
- Employer Connections
- Career Connections
- Industry Certifications: Unlimited access to full certification exam library pre, single, post, and retakes (including 21st Century Skills Suite and NCHSE)
- Analytic tools, reporting suite, and admin dashboard
- Classroom Lessons
- Preparing for College & Careers Curriculum
- SSO/SIS Integration
- Training and Implementation Included

Pro+ Advantage | High School - Small School

- Unlimited Admins, Teachers, and Students
- Aptitude College and Career Exploration
- 4-Year Education and Career Plan
- College Planner
- College Applications, Application Tracking, Transcripts
- Resume Builder
- Employer Connections
- Career Connections
- Industry Certifications: Unlimited access to full certification exam library pre, single, post, and retakes (including 21st Century Skills Suite and NCHSE)
- Analytic Tools, Reporting Suite, and Admin Dashboard
- Classroom Lessons
- Preparing for College & Careers Curriculum
- SSO/SIS Integration
- Training and Implementation Included

NOTE:

- Students get access to their results for 10yrs after graduation

Pro+ Advantage | High School - Small School

- Unlimited Admins, Teachers, and Students
- Aptitude College and Career Exploration
- 4-Year Education and Career Plan
- College Planner
- College Applications, Application Tracking, Transcripts
- Resume Builder
- Employer Connections
- Career Connections
- Industry Certifications: Unlimited access to full certification exam library pre, single, post, and retakes (including 21st Century Skills Suite and NCHSE)
- Analytic Tools, Reporting Suite, and Admin Dashboard

- Classroom Lessons
- Preparing for College & Careers Curriculum
- SSO/SIS Integration
- Training and Implementation Included

NOTE:

- Students get access to their results for 10yrs after graduation

Why Gaggle?

Student safety and mental well-being is our sole focus.



Established 1999
protecting students
for 20+ years!



Mission Driven
(not VC/PE backed)



**~6 Million
students**
kept safe currently



**1,500 school
districts**
K-12 customers
protected



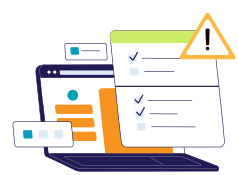
30+ member
safety team



**Multi-tier
human review**
alerts are meaningful



**37,000+
teletherapy
sessions**
delivered since 2021



**1.5 billion pieces
of student content**
analyzed since
2019 school year

6,905+ lives saved

since we started tracking during the 2018-2019 school year

According to our latest **Student Safety Report**



During 2023-2024 school year Gaggle analyzed more than **6.6 billion pieces** of student content and identified **484 suicide notes**.



99 elementary-aged student lives saved 2023-2024 (nearly double the amount of the prior school year)



The Gaggle Safety Team found **76% more suicide notes** written by elementary aged students compared to last school year.



Gaggle.Net, Inc.
PO Box 735566
Dallas, TX 75373-5566
800-288-7750
www.gaggle.net

Gaggle Quote

Beaumont Unified School District intends to implement and use the Gaggle services as outlined below:

Service Details

DESCRIPTION	NOTES	QUANTITY	UNIT PRICE	DISCOUNT	NET UNIT PRICE	NET TOTAL
Archiving Email - Google - Staff		3,113	\$10.00	\$3.00	\$7.00	\$21,791.00
Learn More: https://www.gaggle.net/archiving						
Archive Warehouse Account - Staff	Inactive Accounts	3,574	\$4.00	\$1.50	\$2.50	\$8,935.00
Learn More: https://www.gaggle.net/archiving						
Archiving Docs - Google - Staff		3,113	\$2.00	\$0.00	\$2.00	\$6,226.00
Learn More: https://www.gaggle.net/archiving						
Gaggle Safety Management - Google Drive - Student		6,318	\$4.00	\$1.50	\$2.50	\$15,795.00
Learn More: https://www.gaggle.net/safety-management						
Gaggle Safety Management - Google - Student	Email and Drive	7,790	\$7.00	\$2.00	\$5.00	\$38,950.00
Learn More: https://www.gaggle.net/safety-management						
Gaggle After Hours		14,108	\$3.00	\$3.00	\$0.00	\$0.00
Learn More: https://www.gaggle.net/after-hours						
TOTAL:						\$91,697.00

PRICING TERM: 12 Month Annual

SERVICE TERM: 7/1/2025 - 6/30/2026

VALID THROUGH: 6/30/2026

ADDITIONAL INFO:

*Does not include any applicable sales tax.

Please send Purchase Orders to accounting@gaggle.net.

While this letter shall not constitute a legal binding license, it is an expression of the intent of both parties to work towards formalizing a legally binding agreement.

Upon the commencement of service; Gaggle's applicable Quote, Invoice, <http://www.gaggle.net/terms-conditions>, <http://www.gaggle.net/service-level-agreement>, <http://www.gaggle.net/privacy>, <http://www.gaggle.net/student-data-privacy-notice> along with future engagements and renewals of service; are hereby acknowledged and incorporated by reference.

CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE

This Agreement is made effective on May 14, 2025 (date) by and between Liminex, Inc. doing business as GoGuardian and Pear Deck Learning, and acting on behalf of itself and its Affiliates, hereafter called "VENDOR," and Beaumont Unified School DISTRICT, hereafter called "DISTRICT."

This CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE DOCUMENT ("California Addendum") to GoGuardian Products Terms of Service and End User License Agreement ("EULA") (currently available at www.goguardian.com/eula.html) and incorporated Product Privacy Policy ("Product Privacy Policy") (currently available at www.goguardian.com/productPrivacy.html) (together, EULA and Product Privacy Policy as the "Agreement") forms part of the Agreement by and between Vendor and District (together, School and GoGuardian as the "Parties"). This Agreement shall be effective as of the last date of signature below and shall continue coextensive to the term of the Agreement.

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. In the event the terms of the California Addendum are silent as to any term or condition that is expressly provided for in the Agreement, the term or condition of the Agreement shall apply to match the order form.
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]:
 - *Ownership and control of pupil records. At all times, Pupil Records shall be the property of and under control of School, or as required by applicable law, pupil records is the property of and under control of the applicable eligible student, parent, or guardian.*

- *Transfer of pupil-generated content. To the extent that students submit their pupil-generated content on Vendor's products, a parent, guardian, or eligible student may submit a request to Vendor to transfer this information by contacting privacy@goguardian.com (or other contact method as updated from time to time in Vendor's Product Privacy Policy). Following verification of the requestor's authorization to receive the information (which may require verification by the requester's District), Vendor will provide the pupil-generated content that Vendor possesses in a commercially reasonable amount of time in either a CSV or other mutually-agreeable format. District understands that Vendor's products are not used as a primary platform for students to submit pupil-generated content, so Vendor cannot guarantee retention of pupil-generated Content.*
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]:
 - *Vendor will cooperate with District to fulfill requests made by a parent, legal guardian, eligible student, or school personnel to request a review and correction of erroneous information of pupil records pursuant to District's verification and instruction within a commercially reasonable amount of time and in compliance with relevant law.*
 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]:
 - *Vendor will implement commercially reasonable technical, administrative, and physical safeguards designed to protect pupil records, including specific training of appropriate personnel.*
 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 breach of pupil records, Vendor will comply with all applicable breach response laws (including, as applicable, California Civil Code Section 1798.82) to assist in providing notification or directly providing notification as required to District, affected parents, legal guardians, eligible students, and regulators.*
 7. VENDOR shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the agreement.
 8. 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]:
 - *Vendor will act upon District's documented and verified instructions to delete pupil records during and after all licenses to Vendor have expired, unless Vendor is required to retain such information to comply with Vendor's legal obligations with law enforcement, resolve disputes, or enforce our agreements. District can submit such a request by contacting privacy@goguardian.com (or other contact mechanism as updated from time to time in Vendor's then-current Product Privacy Policy). Upon instruction by District to delete pupil records, Vendor will take reasonable efforts to delete and/or de-identify such pupil records in a commercially reasonable amount of time under applicable laws.*
 - *If District has not requested deletion of pupil records under this section, Vendor will de-identify and/or delete the District's Pupil Records within a commercially reasonable period of time following the District's latest license end date under the Agreement with Vendor as long as that information is not necessary to comply with Vendors legal obligations, resolve disputes, or enforce Vendor's agreements.*
 - *(c) Notwithstanding the foregoing, to the extent that Vendor offers pupils the ability to establish or generate accounts with Vendor for the purpose of storing pupil-generated content, Section (a) above shall not apply to District's pupil(s) or their respective parents/guardians on behalf of pupil(s) establishes or generates an account with Vendor to store their applicable pupil-generated Content.*

7. 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]:
District designates Vendor as and Vendor agrees to act as a "school official" with "legitimate educational interests" in District's educational records under FERPA to the extent that Vendor receives "educational records" as defined under FERPA regulation 34 CFR §§ 99.31 (a)(1) , or agrees act under another applicable FERPA exception, such as the "directory information" exception. Vendor further agrees to reasonably cooperate with School to appropriately respond to FERPA access and correction requests by District in accordance with Section 2(4) of this California Addendum and applicable law.

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

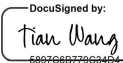
BEAUMONT UNIFIED SCHOOL DISTRICT

District Authorized Signature:

Printed Name and Title:

Date: _____

Vendor Authorized Signature:

DocuSigned by:

6892C6B779C6464

Printed Name and Title:

Tian wang Head of Commercial Counsel

Date: 4/30/2025

ORDER FORM

QUOTE # Q-446701
DATE 2/25/2025
EXPIRATION DATE 7/30/2025



Bill To

Beaumont Unified School District (CA)
PO Box 187
Beaumont, California 92223
United States

Ship To

Lani Gauntlett
Beaumont Unified School District (CA)
500 Grace Ave
Beaumont, California 92223-2156
United States
9516635633
lgauntlett@beaumontusd.k12.ca.us

Liminex, Inc.

dba GoGuardian and Pear Deck Learning
2030 E Maple Avenue Suite 100
El Segundo, California 90245
United States

Thank you for your interest in our products! This order form ("**Order Form**") identifies the Liminex products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") and Pear Deck Learning ("**Pear Deck Learning**") on behalf of itself and its family of company Affiliates and products including Pear Deck, Inc. ("**Pear Deck**"), Snapwiz, Inc. referred to herein as "**Pear Assessment**", Zorro Holdco LLC referred to herein as "**Pear Deck Tutor**", and Pear Practice ("**Pear Practice**") (together, "**Liminex**", "**we**", "**us**", "**our**"), and the organization listed below ("**School**," "**you**" or "**your**"), and together with the Liminex Product Terms of Service and End User License Agreement available at <https://www.goguardian.com/policies/eula> and <https://www.peardeck.com/policies/product-terms-and-end-user-license-agreement> (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
12,000	GG-PRD1Y-010000	Pear Deck Subscription with LMS Access	7/1/2025	6/30/2026	\$1.52	\$18,240.00

TOTAL (USD): \$18,240.00

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact Liminex so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

AZ/HI/SC/WA Customers: Sales tax will be added to the Fees quoted above.

RENEWAL SUBSCRIPTION TERM

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

ORDER FORM

QUOTE # Q-446701
DATE 2/25/2025
EXPIRATION DATE 7/30/2025



RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("**Innovation Increase**"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with Liminex in accordance with this Order Form.

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your School is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term. Your School is responsible for all taxes and duties unless expressly included in this Order Form.

Signature:

Name:

Carmen Ordonez

Title:

Director of Fiscal Services

Email:

cordonez@beaumontusd.k12.ca.us

Accounts Payable Name:

Accounts Payable

Accounts Payable Email:

purchasing-ap@beaumontusd.k12.ca.us

PO Number (Optional):

PO will be issued after Board Approval

**Additional Notes (requests
for delayed invoicing, etc.):**



Beaumont Unified, CA - July 2025 Renewal

Pricing Term Start Date: July 1, 2025 | **Pricing Term End Date:** June 30, 2026 | **Quote Create Date:** February 25, 2025 | **Reference:** 20250225-170147528

Beaumont Unified, CA - 0604290

PO Box 187
Beaumont, CA 92223
United States

Allen Hershman

NETWORK SERVICES COORDINATOR
ahershman@beaumontusd.k12.ca.us
951-845-1631

Comments

Valerie Conti - ParentSquare, Inc.



Products & Services

Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total
Engage Premium Universal Reach • One-way notifications and urgent alerts • Automated notices and attendance notifications • Social and website sharing • Student communication app (StudentSquare) True Two-Way • Two-way SMS texting • Two-way app and web messaging • Two-way email replies • Automatic language translation Enhanced Engagement • Newsletter designer (Studio Editor) • Appointment invitations and RSVPs • Volunteering and signups • Searchable directory Admin Intelligence • Data analytics and reporting • 100% contactability tools • Direct SIS integrations • Custom roles and permissions Paperless Workflows • Online forms and surveys	July 1, 2025	12	12,632	\$6.50 / year	\$76,423.60 / year after \$5,684.40 discount for 1 year

Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total
<ul style="list-style-type: none"> • Digital permission slips and signatures • Secure document delivery • Public community groups 					
Payment starts: July 1, 2025					

Due now \$0.00

Future Payments Summary

Item	Payment
Engage Premium	\$76,423.60 / year starting on July 1, 2025 for 1 payment

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Allen Hershman

ahershman@beaumontusd.k12.ca.us

Purchase terms

District/School Agreement -- The Services are subject to the terms contained in this Order Form and School Agreement which are located at www.parentsquare.com/agreement, and incorporated by reference into this Order Form ("ParentSquare School Agreement").

By executing this Order Form, the undersigned certifies that (i) the undersigned is a duly authorized agent of District/School, and (ii) the undersigned has read the ParentSquare School Agreement and will take all reasonable measures to enforce them within the District/School.

NOTE: Pricing above does not reflect ParentSquare's right to increase pricing up to 5% each annual period. Pricing above also does not include applicable tax, which will be applied upon invoicing.

Privacy Policy -- The ParentSquare Privacy Policy may be reviewed here - <https://www.parentsquare.com/privacy>

Terms of Use -- The ParentSquare Terms of Use may be reviewed here - <https://www.parentsquare.com/terms>

StudentSquare Consent -- Pursuant to Children's Online Privacy and Protection Act ("COPPA"), ParentSquare relies on the School's consent on behalf of students in order to allow those under 13 years of age to use our services.

Questions? Contact me



Valerie Conti

valerie.conti@parentsquare.com

ParentSquare, Inc.

6144 Calle Real, Suite 200A
Goleta, CA 93117
United States



Seesaw Learning, Inc.
548 Market Street
PMB 98963
San Francisco, CA 94104 US
Billing: ar@seesaw.me

Bill To
Beaumont Unified School District
350 W Brookside Ave
Beaumont California 92223

End User
Beaumont Unified School District

Contract Summary	
Order Form Number: Q-52195	Payment Terms: Net 30
Expiration Date: June 6, 2025	Billing Frequency: Upfront
Contract Start Date: July 1, 2025	Contract End Date: June 30, 2026
Contract Subscription Term: 12.0 months	
Contract Notes:	
	Grand Total: USD 8,194.00

Beaumont USD

Product Name	Description	Subtotal
Seesaw for Schools	Engaging multimodal learning tools that allow students to show what they know (photo, video, audio, drawing, and more). Comprehensive subject coverage to supplement your core-curriculum with thousands of ready-to-teach, standards and curriculum aligned PreK-6 lessons in the Seesaw Library. A School & District Library to input content you already use and leverage Seesaw's multimodal tools.	USD 8,194.00
Beaumont USD TOTAL:		USD 8,194.00

For more information on funding resources, please review our [Funding Guide](#).

Key Contacts

Admin Sponsor

Decided to purchase (or renew) Seesaw. Will be included in conversations about our partnership progress

Name:	<u>Lani Gauntlett</u>	Email:	<u>lgauntlett@beaumontusd.k12.ca.us</u>
Title:	<u>Instructional Technology Coordinator</u>	Phone:	<u>951-845-1631 Ext. 005502</u>

Seesaw Lead

Responsible for Seesaw training and adoption. Main Seesaw point of contact throughout the contract



Name:	<u>Lani Gauntlett</u>	Email:	<u>lgauntlett@beaumontusd.k12.ca.us</u>
Title:	<u>Instructional Technology Coordinator</u>	Phone:	<u>951-845-1961 Ext. 005502</u>

Tech Lead (Who can help set up your school?)
Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name:	<u>Lani Gauntlett</u>	Email:	<u>lgauntlett@beaumontusd.k12.ca.us</u>
Title:	<u>Instructional Technology Coordinator</u>	Phone:	<u>951-845-1961 Ext. 005502</u>

Billing Contact - Accounts Payable (Who will pay the invoice?)
Receives invoices. Point of contact on payment-related matters.

Name:	<u>Natali Rosales</u>	Email:	<u>purchasing-ap@beaumontusd.k12.ca.us</u>
Title:	<u>Accounting Assistant</u>	Phone:	<u>951-845-1631</u>

School Address

Address:	<u>350 W. Brookside Ave</u>	City:	<u>Beaumont</u>
State:	<u>California</u>	Zip/Post Code:	<u>92223</u>

Purchase Order Information

PO Number
(if
required): _____



Tax Information

Is your school or district tax exempt?
No
If yes, please provide your tax ID
number

Terms and Conditions

Upon signing by Customer and submission to <https://web.seesaw.me/> or your sales representative, this Order Form shall become legally binding unless this Order Form is rejected by Seesaw Learning, Inc. for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form.

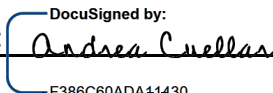
Sales and use tax, if applicable, will be shown on your invoice. Tax exempt customers will be asked to provide proof of exemption. Total amount does not include sales/value added/applicable withholding taxes as required by local jurisdiction. If Seesaw is responsible for collecting and remitting taxes, the taxes will be invoiced to customer, unless customer provides Seesaw with a valid tax exemption certificate authorized by the appropriate taxing authority.

This Order Form is governed by the terms of the Seesaw Learning, Inc. Terms of Service (“Terms”) found <https://seesaw.com/terms-of-service> unless (i) Customer has a written Terms of Service executed by Seesaw Learning, Inc. for the Services, in which case such written terms of service will govern or (ii) otherwise set forth herein. By signing below, the parties agree to be bound by the Terms

Customer

Company: Beaumont Unified School District
Signature: _____
Name Carmen Ordonez
Title: Director of Fiscal Services
Date: _____
Email: cordonez@beaumontusd.k12.ca.us

Seesaw Learning, Inc.

Signature: 
Name: Andrea Cuellar
Title: Customer Success Manager
Date: 4/16/2025

CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE

This agreement is made effective on May 14, 2025 (date) by and between Panorama Education, Inc., hereafter called "VENDOR," and Beaumont Unified School DISTRICT, hereafter called "DISTRICT."

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: At this time Panorama does not have any student-facing applications. The only pupil generated content are the results of school feedback surveys and a survey reflection in which students assess their life skills. Students could ask their educators to share a PDF copy of their individual profile containing the results of their skills self-assessment.
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: All personally identifiable information that Panorama obtains comes from the district's Student Information System, the district's assessment vendors, or via uploads from the district. At this time Panorama does not have a parent portal. Educators can share intervention information with guardians via a secure link. These intervention links contain information about the student's current academic, attendance, behavior, or life skills supports and progress. Additionally, guardians or students could ask their educators to share a PDF copy of their student's individual profile containing the results of their skills self-assessment. Any incorrect PII information would need to be updated in the source data, which is the district's Student Information System or assessment vendors. Parents, teachers, or principals who seek to challenge the accuracy of data will do so by contacting the EA. If a correction to data is deemed necessary, the EA will notify Contractor. Contractor agrees to facilitate such corrections within 30 days of receiving the EA's written request.
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: Panorama is deeply committed to

privacy, security, and compliance with federal and state regulations governing student data protection. To that end, Panorama follows stringent security practices designed to safeguard student information and maintain compliance with all applicable data protection laws.

Our security and privacy program exceeds industry standards by providing:

- *FERPA, COPPA, PPRA, and NIST-compliant data protection.
- *SOC 2 Type 2 certification, ensuring independent verification of security controls.
- *Industry-leading encryption, authentication, and access controls.
- *Robust cloud security through AWS and real-time security monitoring.
- *A tested and compliant incident response protocol.

Some examples how we safeguard student information are below:

- *Panorama conducts ongoing, mandatory employee security training to reinforce best practices in data protection and compliance.
- *Panorama regularly reviews and updates security policies based on evolving industry standards.
- *Panorama engages third-party security auditors to validate and enhance security measures.
- *Panorama uses a delegated administration model that empowers each client organization to manage its own user access. Under this model, a designated Main Point of Contact (MPOC) at the LEA is granted administrative access to the platform. The MPOC is responsible for provisioning and managing accounts for local educators and staff, assigning permissions based on each user's role and responsibilities within the organization. This process can be done via bulk uploads or one off account creations. This approach allows access to be both locally controlled and aligned with the principle of least privilege, providing flexibility while maintaining strong data security and access governance.
- *Panorama users Role-Based Permissions ensure users receive only the level of access necessary to perform their role.
- *All student data is encrypted in transit and at rest using industry-leading encryption standards.
- *Panorama employs multi-factor authentication (MFA), role-based access controls, and ephemeral access permissions that automatically expire, reducing unauthorized access risks.
- *HTTPS Communication supports secure transmission of student data.
- *Panorama's systems are hosted on Amazon Web Services (AWS), a SOC 2, ISO, HIPAA, and PCI DSS-compliant cloud provider with robust security infrastructure.
- *Panorama continuously monitors platform health, security events, and potential threats using Amazon, Datadog, and Sentry security tools.

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: Panorama uses a delegated administration model that empowers each client organization to manage its own user access. Under this model, a designated Main Point of Contact (MPOC) at the LEA is granted administrative access to the platform. The MPOC is responsible for provisioning and managing accounts for local educators and staff, assigning permissions based on each user's role and responsibilities within the organization. Therefore, the district MPOC would be responsible for unauthorized disclosure.

Additionally, Panorama has a comprehensive incident response protocol in place to promote swift action in the event of a security incident. The incident response team:

*Runs quarterly security drills to support preparedness.

*Conducts real-time threat analysis to detect and respond to security anomalies.

*Complies with state breach notification laws and the FTC Breach Notification Rule to allow for timely communication in the rare case of an incident.

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]:
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: Please see answers to previous questions. Panorama has a dedicated Legal and Government Affairs team that guides all legal compliance internally.

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

BEAUMONT UNIFIED SCHOOL DISTRICT

Authorized Signature:

Michael Reynolds

Printed Name and Title:

Michael Reynolds

Senior Director, Legal

Authorized Signature:

Printed Name and Title:

Carmen Ordonez / Director of Fiscal Services

04 / 30 / 2025

Date: _____

Date: _____

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

Title	Beaumont District Contract_2025
File name	Panorama_Beaumont__FINAL_.docx
Document ID	4ba7efdad2c0a6bc614c2f373fb521c68bad2f5a
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



04 / 30 / 2025
16:52:12 UTC

Sent for signature to Contracts (contracts@panoramaed.com)
from eking@panoramaed.com
IP: 209.172.12.8



04 / 30 / 2025
16:59:51 UTC

Viewed by Contracts (contracts@panoramaed.com)
IP: 181.215.65.172



04 / 30 / 2025
17:00:26 UTC

Signed by Contracts (contracts@panoramaed.com)
IP: 181.215.65.172



COMPLETED

04 / 30 / 2025
17:00:26 UTC

The document has been completed.

SERVICE ORDER



Beaumont Unified (CA)
PO Box 187
Beaumont / CA / 92223

Panorama Education, Inc.
24 School St, Second Floor
Boston, MA 02108

Contact:
Account Management Team
contact@panoramaed.com
(617) 356-8123

Primary Contact Name: Bobbi Burnett
Primary Contact Phone Number: 951-845-1631 ext005344
Primary Contact Email Address: bburnett@beaumontusd.k12.ca.us

Invoiced on Effective Date, Net 30
Pricing Valid Through: 06/29/2025

(1) Description of Services and (2) Fees		Effective Date: 7/1/2025
		Contract End Date: 6/30/2026
<u>Licenses/Services</u>		<u>Fees Over Term</u>
Panorama Survey Platform: Family Surveys; Student Surveys; Teacher and Staff Surveys;		\$ 56,250.00
Standard Integrated Roster: Ongoing maintenance of system integrations including change management, improvements, and the switch over process during BTS		\$ 2,343.75
Consultation (Virtual): Includes a virtually facilitated session with one school- or district-based leadership team to understand context, present the key findings from data, facilitate a process of prioritization, and guide determination of next steps for student and adult support.	0 included	Product from Previous Contract Removed
Survey Support Package - Premier Tier: - Dedicated Project Manager - Access to a Solutions Engineer - Email & Phone based Tech Support - 1 biz day SLA - (3) named ticket priority - Access to Academy & Playbook - Surveys Accelerate (Virtual)		\$ 4,000.00

Total Over Contract Term:	\$ 62,593.75

(3) Agreement

The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO"); (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("Terms"); and (iii) if applicable, a data privacy agreement executed between Client and Panorama, on or following the Effective Date, which by mutual execution (or execution by Client and submission to Panorama of an NDPA Exhibit E) shall hereby be incorporated by reference into this SO.

(4) Supplemental Terms and Conditions (if any)

(5) Client Accounts Payable Information

<i>Accounts Payable Contact Name</i>	Bobbi Burnett
<i>Accounts Payable Phone Number</i>	951-845-1631 ext005344
<i>Accounts Payable Email Address</i>	bburnett@beaumontusd.k12.ca.us
<i>Will Client Be Submitting Purchase Order?</i>	YES [X] NO []

Authorization

By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.

Client Signature:	Print Name, Title: Carmen Ordonez / Director of Fiscal Services	Date:
Panorama Signature: <i>Michael Reynolds</i>	Print Name, Title: Michael Reynolds Senior Director, Legal & Government Affairs	Date: 04/30/2025

Terms

BACKGROUND

Panorama is an education technology company that provides a cloud-based platform-as-a-service and related support services to enable schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents or authorized guardians ("Platform"). The client named on the Service Order attached hereto ("Client") and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto, ("SO"), these terms ("Terms" and collectively with the SO, "Agreement"). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to this Agreement, Panorama hereby grants Client (including Client's students, employees, and parents and authorized guardians of Client's students, all as applicable and described in the relevant SO, ("Authorized Users")), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use, in accordance with applicable laws and regulations and the Platform's intended uses as communicated to Client by Panorama.

1.2 Limitations. Except as expressly permitted in the Agreement, Client will not and will not authorize or allow any third party to: (a) provide access to the Platform to any person who is not an Authorized User or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (c) modify, translate or create derivative works based on the Platform; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (e) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3 Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama's activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they govern Client's activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual's information. Without limiting the foregoing,

each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations ("FERPA") and the Protection of Pupil Rights Act and its implementing regulations ("PPRA"). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children's Online Privacy Protection Act ("COPPA")) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

2 INTELLECTUAL PROPERTY; PRIVACY; SECURITY

2.1 Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, ("Client PII") and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, ("Non-PII" and together with PII "Client Data"). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII to create aggregated, non-personally identifiable data sets ("Blind Data") and copy, distribute, display, create derivative works of and use Blind Data for benchmarking, research or development purposes, including published research; and (iii) perpetual, irrevocable right and license to copy, distribute, display, create derivative works of and use Non-PII, for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Intellectual Property. "Intellectual Property" means domestic and foreign intellectual property rights, including: (a) inventions, patents, applications for patents and reissues, divisions, continuations, re-examinations, renewals, extensions and continuations-in-part of patents or patent applications; (b) copyrights, copyright registrations and applications for copyright registration; (c) mask works, mask work registrations and applications for mask work registrations; (d) designs and similar rights, design registrations, design registration applications, and integrated circuit topographies and similar rights; (e) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trademarks, trademark registrations, trademark applications, trade dress and logos, and the goodwill associated with any of the foregoing; and (f) trade secrets, confidential information and know-how.

Exhibit A

Terms

1. Panorama retains all right, title and interest in and to the Platform, and all Intellectual Property rights relating thereto including but not limited to all products provided under this Agreement, all deliverables, support and maintenance services, additional features or functionality including customizations requested by Client, learning content, teaching materials, survey questions, underlying research and methodologies (by whomever produced except to the extent Client produced such material), and all copies and parts of any of the foregoing, and all Intellectual Property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Client Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to: (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Panorama Privacy Policy. Panorama's Privacy Statement, as may be amended from time to time, is available at <https://www.panoramaed.com/privacy>.

2.5 Data Security and Privacy.

2. (a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

3. (b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent necessary for its legitimate educational purposes; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected

unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

4. (c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

5. (d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a manner not prescribed by Panorama or in a field that is not a Structured Field.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may upon written notice to Client suspend access to the Platform until such payment is made.

3.2 Taxes; Tax Exemption. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining whether it qualifies for any tax exemption, and if Client claims it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

4 TERM, TERMINATION

4.1 Term. The term of the Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO ("Term").

4.2 Expiration; Termination. In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

4.3 Survival. Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, “Confidential Information” means, subject to the exceptions set forth in the following sentence, any information or data that is not Client PII, regardless of whether it is in tangible form, disclosed by either party (“Disclosing Party”) that Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (“Receiving Party”); provided, however, that a Disclosing Party’s business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama’s Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information” if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that certain Confidential Information may constitute valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party’s prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party’s Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the

Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement. Upon Disclosing Party’s written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party’s Confidential Information, and all embodiments thereof, that is in Receiving Party’s possession and certify such return or use reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client further represents and warrants that it has the right to provide Client Data to Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN “AS-IS” BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY’S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT’S USE OF THE PLATFORM OTHER

THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Platform with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use

of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to any use by Client or Authorized Users of the Platform or Client Data in violation of the Agreement or any applicable federal, state or local law or regulation.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party ("Indemnifying Party") prompt written notice of such Action. Indemnified Party will cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense and Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

8.1 Artificial Intelligence. Certain Panorama products involve generative AI software which uses large language models and therefore is to be used for informational purposes only. Panorama disclaims any and all responsibility for inaccuracies, omissions, or errors in the AI-generated content, and in no event will Panorama be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential, or punitive damages, arising in connection with any use of the AI-generated content. Client solely responsible for its use of the AI-generated content as well as to any third party with whom it shares the AI-generated content. Client is granted a limited license to access and use the AI-generated content generated from authorized use of Panorama's services solely for non-commercial use, provided that Client and its Authorized Users keep any and all copyright or other proprietary notices intact. ***Panorama is not a medical health provider. By accessing AI-generated content, Client understands and agrees that Panorama is not providing, or intending to provide, health care, or attempting to diagnose,***

identify, treat, prevent, or cure any physical, mental, or emotional issue, disease, or condition.

8.2 International. Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8.3 Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.4 Publicity. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional, proposal and marketing materials.

8.5 Assignment. Neither party may assign the Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void.

8.6 Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.7 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) ("Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate

the Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

8.8 Governance. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.9 Agreement. Both parties agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client's procurement order, acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama's acceptance of Client's procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.10 Notices. All notices under the Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.









Panorama Education, Inc 05-13-25 (Student Services)

Final Audit Report

2025-04-30

Created:	2025-04-30 (Pacific Daylight Time)
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeA57Ie4_b9wMxMNj2KyG23W91ZezRK-S

"Panorama Education, Inc 05-13-25 (Student Services)" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)
2025-04-30 - 12:38:53 PM PDT- IP address: 204.100.121.1
-  Document emailed to eking@panoramaed.com for signature
2025-04-30 - 12:40:44 PM PDT
-  Email viewed by eking@panoramaed.com
2025-04-30 - 1:03:41 PM PDT- IP address: 74.125.209.131
-  Document signing delegated to Michael Reynolds (mreynolds@panoramaed.com) by eking@panoramaed.com
2025-04-30 - 1:04:25 PM PDT- IP address: 209.172.12.8
-  Document emailed to Michael Reynolds (mreynolds@panoramaed.com) for signature
2025-04-30 - 1:04:26 PM PDT
-  Email viewed by Michael Reynolds (mreynolds@panoramaed.com)
2025-04-30 - 1:08:15 PM PDT- IP address: 74.125.209.130
-  Document e-signed by Michael Reynolds (mreynolds@panoramaed.com)
Signature Date: 2025-04-30 - 1:58:11 PM PDT - Time Source: server- IP address: 181.215.65.87
-  Agreement completed.
2025-04-30 - 1:58:11 PM PDT



ExploreLearning Reflex
 For: Sundance Elementary School
Presented to: Ann-Marie Farias, Principal
By: Courtney Taffe
Proposal Expires on: June 30, 2025

Quantity	Unit	Product	Months	Total
1	Site	Reflex Site License	12	\$3,295.00
1	Webinar	Included webinar training for up to 40 participants.	12	\$0.00

Total: \$3,295.00

Multi-year Discounts		Savings of
3 YEARS	\$8,896.50	\$988.50
2 YEARS	\$6,260.50	\$329.50

This proposal presented on January 29, 2025 is made on behalf of ExploreLearning, LLC (FEIN 38-3942548).

Prices contained herein do not include applicable state and local sales taxes. Sales tax may be adjusted at the time of invoicing. Pricing information made herein is strictly confidential and is supplied on the understanding that it will be held confidential and not disclosed to third parties without the prior written consent of ExploreLearning.

Acceptance

All ExploreLearning subscriptions and/or services are offered subject to ExploreLearning's standard license and terms of use and privacy policy (the "License Terms"), available on the product log in pages as supplemented by the terms of the applicable proposal - and ExploreLearning's [K-12 processing](https://web.explorelearning.com/k12processing/) (<https://web.explorelearning.com/k12processing/>). By placing an order, customer confirms its acceptance of the License Terms, as well as the fees in the proposal, which together with the awarded proposal and/or any other associated agreement entered into by ExploreLearning and customer regarding the subscriptions, products and services, constitute the entire agreement between customer and ExploreLearning regarding such subscriptions, products, and services (the "Agreement") and provides its authorization to ExploreLearning's K-12 processing as described. Customer and ExploreLearning agree that the terms and conditions of the Agreement supersede any additional or inconsistent terms or provision in any customer drafted purchase order, or any communications, whether written or oral, between customer and ExploreLearning relating to the subject matter hereof, which shall be of no effect. In the event of any conflict, the terms of the Agreement shall govern.

Next Steps

PLEASE NOTE THE QUOTE NUMBER (#Q-314405) MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

If applicable, please include your certificate of tax-exempt status with your purchase order. Purchase Orders may be sent to ExploreLearning Orders via one of the following methods:

Email to: sales@explorelearning.com, please CC courtney.taffe@explorelearning.com to streamline processing

Fax to: 434-220-1484

Mail to: 110 Avon Street, Suite 300, Charlottesville, VA 22902

You may also contact Courtney Taffe at 866-882-4141, ext. 302 or courtney.taffe@explorelearning.com for more information on any aspect of this proposal (#Q-314405).
 your subscription.

Curriculum Associates, LLC Price Quote - Q-54177

Version: 1

Quote Date: 3/17/2025

Quote Expiration Date: 7/31/2025

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at <https://ellevationeducation.com/platform-legal-notice>.

Company: Curriculum Associates, LLC

Representative: Jeff Jimenez

Email: jeff.jimenez@ellevationeducation.com

Phone: 617-307-5755

Address: 153 Rangeway Road,
North Billerica, MA 01862

Start Date: 7/1/2025

Customer: BEAUMONT Unified School District, CA

Contact Name: Mat Barnett

Email: mbarnett@beaumontusd.k12.ca.us

Phone: (951) 845-1631 ext. 5345

Address: 350 W. Brookside Avenue,
Beaumont, CA 92223

End Date: 6/30/2026

Subscription Fees

Product	Quantity	Unit Price	Total Fees
Ellevation CA	867	\$16.00	\$13,872.00
Subscription Total:			\$13,872.00

Services Fees

Services Total:	\$0.00
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Total Investment - Q-54177

Grand Total:	\$13,872.00
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Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 12

- [REDACTED] Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: jeff.jimenez@ellevationeducation.com



Sales Contact:
285 Century Place
Louisville, CO 80027
866-240-4041
sales@makemusic.com

Quote

Ref. Code: YCZG-4DBY
Org. ID: 76323
Email: mbarnett@beaumontusd.k12.ca.us
Issued: March 27, 2025
Expires: May 26, 2025
Subscription length: 1 year

Next step: Submit a purchase order or pay by credit card.

Upload a purchase order or pay for your order with a credit card by accessing your quote status page at:
<https://quotes.makemusic.com/find>

School (or District) Address:
Beaumont Unified School District
350 W. Brookside Ave.
Beaumont, CA, US 92223

Billing Address:
Beaumont Unified School District - Attn: Accounts Payable
PO Box 187
Beaumont, CA, US 92223

Qty	Item	Price /year	Subtotal /year
7	Teacher Subscription with Bulk Discount	\$39.99	\$279.93
460	Student Subscription with Bulk Discount	\$13.99	\$6,435.40

* Prices listed in US Dollars (\$ USD)

List price:	\$6,715.33
Tax:	\$0.00
Quote total:	\$6,715.33

Purchase and use of MakeMusic Cloud are subject to our Terms of Service and Privacy Policy which may be found here:
<https://www.makemusic.com/terms-conditions>.



1284 Corporate Center Dr, Ste 600
Saint Paul, MN 55121-1279
phone: 800.788.4085 651.452.4085
website: www.readnaturally.com

Quote No: Q230096
Quote Date: 3/14/2025
Quote Expires: 6/30/2025

QUOTATION

PO #
Bill to: BEAUMONT UNIFIED SD
Mat Barnett
PO BOX 187
BEAUMONT, CA 92223

PO #
Ship to: BEAUMONT UNIFIED SD
Mat Barnett
350 BROOKSIDE AVE
BEAUMONT, CA 92223

QUANTITY	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
450	RL01D	Read Live Licenses Subscription period: 6/30/2025 through 6/30/2026	22.00	9,900.00

SUBTOTAL:	\$9,900.00
SHIPPING:	\$0.00
SALES TAX:	\$0.00

ORDER TOTAL: \$9,900.00

ORDER NOTES

Read Live Account Information:

Read Live Account ID: 00046376
Current Main Account Administrator: Mat Barnett

Read Live Account Manager:

Christy Baldinger, cbaldinger@readnaturally.com
800.788.4085 x8713

****IMPORTANT INVOICE INFORMATION****

Upon order placement, invoice will be sent by Email (purchasing-ap@beaumontusd.k12.ca.us). Please let us know if you have a different delivery preference.

ORDER OPTIONS

Purchase Order:

- Email: customerservice@readnaturally.com
- Mail: 1284 Corporate Center Dr. #600
Saint Paul, MN 55121

Credit Card:

- Phone: 800.788.4085 option 2
- Online: www.readnaturally.com/make-payment
and follow on-screen prompts



BEAUMONT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made effective on May 14, 2025 by and between Rapid Care Enterprises, 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 May 14, 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 \$ 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.
X 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**
X 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.
X 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:

Rapid Care Enterprises, Inc.

Name
6350 W. RAMSEY ST., STE. Q, BANNING, CA 92220

Address, City, State and Zip
Yahaira Yen 04/25/2025
Yahaira Yen (Apr 25, 2025 12:52 PDT)

Signature Date

Yahaira Yen Office Manager

Signer’s Full Name and Title
951-490-4910

Phone
yyenmdcs@gmail.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, **Rapid Care Enterprises, 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 May 14, 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 **Banning**, California on **04/25/2025**
Date

Yahaira Yen

Yahaira Yen (Apr 25, 2025 12:52 PDT)

Signature

Yahaira Yen

Typed or printed name

Office Manager

Title

6350 W. RAMSEY ST., STE. Q, BANNING, CA 92220

Address, City, State and Zip

951-490-4910

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>
-------------------------------------	---

Erica Gonzales Medical Assistant	
----------------------------------	--

Yanet Garcia Medical Assistant	
--------------------------------	--

Bryant Hernandez Medical Assistant	
------------------------------------	--

Luis Leon Nurse Practioner	
----------------------------	--

Guadalupe Ruiz Medical Assistant	
----------------------------------	--

Destiny Marin Medical Assistant	
---------------------------------	--

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.



Rapid Care Enterprises Urgent Care Center

126 Avocado Ave Ste 102 Perris CA, 92571

25125 Sunnymead Blvd Ste: BB Moreno Valley CA, 92553

6350 W. Ramsey St Ste Q Banning CA, 92220

(951) 490-4910

Options: #1 Perris #2 Moreno Valley #3 Banning

April 1, 2025

Re: Beaumont High School Sports Clinic

Dear School Board,

Rapid Care Enterprise is local community urgent care providing the health needs to those in the area. We are committed to helping the community and build healthier individuals

Rapid Care is an advocate of keeping kids active by being involved in sports. We learned going out to schools and doing the physicals there on site increases the number of student involvement. Being accessible at school makes it much easier for students who have an interest to get involved. We know everyone's homelife is different so if we can be accessible to those who would have a hard time getting a physical, we want help out.

We have been working with many local high schools in the communities we are in. The following schools included Orange Vista High School, Perris High School, Heritage High School, Citrus Hills High School, Canyon Springs High School, Vista Del Lago High School and Noli Indian High School.

We come in with a team and set up exam stations: eye exam, height and weight, blood pressure, and the last station is with a medical provider who will conduct the exam. If the student is all cleared we give them back their forms, and normally the school has someone helping with the set of directions on what to do with their form.

The cost for Sports Physical is 20.00, however we do give back 50% of to the Schools Athletic Department from what was made at Sports Clinic.

I hope all this information helps with allowing us to do a Sports Clinic at Beaumont High School.

Thank You for your time..

Sincerely,
Yahaira Yen
Operations Manager






Rapid Care Enterprises 05-13-25 (BHS)

Final Audit Report

2025-04-25

Created:	2025-04-23 (Pacific Daylight Time)
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
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-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)
2025-04-23 - 1:09:51 PM PDT- IP address: 204.100.121.1
-  Document emailed to Yahaira Yen (yyenmdcs@gmail.com) for signature
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-  Document e-signed by Yahaira Yen (yyenmdcs@gmail.com)
Signature Date: 2025-04-25 - 12:52:07 PM PDT - Time Source: server- IP address: 47.153.68.120
-  Agreement completed.
2025-04-25 - 12:52:07 PM PDT



BEAUMONT UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES

Mrs. Melissa Williamson
President

Mr. Jeff Brown
Vice President

Dr. Lanston M. Sylvester
Clerk

Mrs. Susie Lara
Member

Mr. David Sanchez
Member

EXECUTIVE CABINET

Mrs. Mays Kakish
Superintendent

Dr. Ebon Brown
Assistant Superintendent
Instruction & Support Services

Mrs. Jennifer Castillo
Assistant Superintendent
Human Resources

Mr. Sergio San Martin
Chief Business Official

HOLD HARMLESS AND INDEMNIFICATION

CONSULTANT/VENDOR shall 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 sited in California Education Code 44810, 44811 and DISTRICT's Board Policy AR3515.2 (a). The DISTRICT assumes no liability or responsibility for any personal property of CONSULTANT/VENDOR or of its employees, agents, representatives, guests, or invitees of CONSULTANT/VENDOR, brought on to the premise during the term of this Agreement. In addition, CONSULTANT/VENDOR its employees, agents, representatives, guests, or invitees accepts premises and adjoining areas as is and releases, discharges and shall indemnify, defend and hold harmless the DISTRICT, the DISTRICT's Board, and their agents, employees and representatives from any and all liability, claims, judgments or demands, including reasonable attorney's fees and costs, which may arise from all injuries, deaths (CONSULTANTS/VENDORS, agents, employees, representatives, guests and invitees included) and damage to property arising directly or indirectly out of this Agreement including but not limited to CONSULTANT's/VENDOR's use of the premises, the adjoining areas, including the parking lots, including but not limited to DISTRICT's, the DISTRICT's Board's own active negligence or acts other than fraud, willful misconduct or violation of the law. In addition, if CONSULTANT/VENDOR has access to or will be receiving and personal or private information about the DISTRICT its students, personnel, students or parents or any other third party, the DISTRICT assumes no liability or responsibility. CONSULTANT/VENDOR assumes any and all liability for claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from invasion of privacy violations, breach of privacy, information theft, financial theft/information, damage to or destruction of electronic data or information release of private information, alteration of electronic information, and/or extortion and network security.

INSURANCE REQUIREMENTS

CONSULTANT/VENDOR shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement, and issue the DISTRICT the certificate(s) and endorsement(s) (**see marked box(s) for requested insurance**), naming the Beaumont Unified School District as the Certificate Holder, using the DISTRICT 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.
- ☐ **Proof of Coverage for Cyber Liability:** A minimum of \$2,000,000.00, \$2,000,000.00 aggregate.

DISTRICT/Site staff will fill out the table below:

DETAILED DESCRIPTION OF EVENT/ACTIVITY: This service entails this company to come set up a small kiosk, allowing guests to purchase flowers for graduation on site at Graduation on 6/5/25. This service is completely free, but will donate commission on the sales back to BHS.
SCHOOL SITE/LOCATION OF EVENT: Beaumont High School / 39139 Cherry Valley Blvd, Beaumont, CA 92223
DATE & TIME: 6/5/25
CONSULTANT/VENDOR NAME AND CONTACT INFORMATION: The Commencement Group, Inc. / 973-303-1845 / bridget@thecommentgroup.com
EVENT/ACTIVITY SPONSOR (District, Club, etc.) Graduation / Beaumont High School
CIVIC PERMITS ID#

Bridget Ismaelito

Bridget Ismaelito (Apr 22, 2025 22:57 PDT)

CONSULTANT/VENDOR SIGNATURE (PRESIDENT/AUTHORIZED SIGNER)

Bridget Ismaelito **Operations Manager**

PRINTED NAME & TITLE

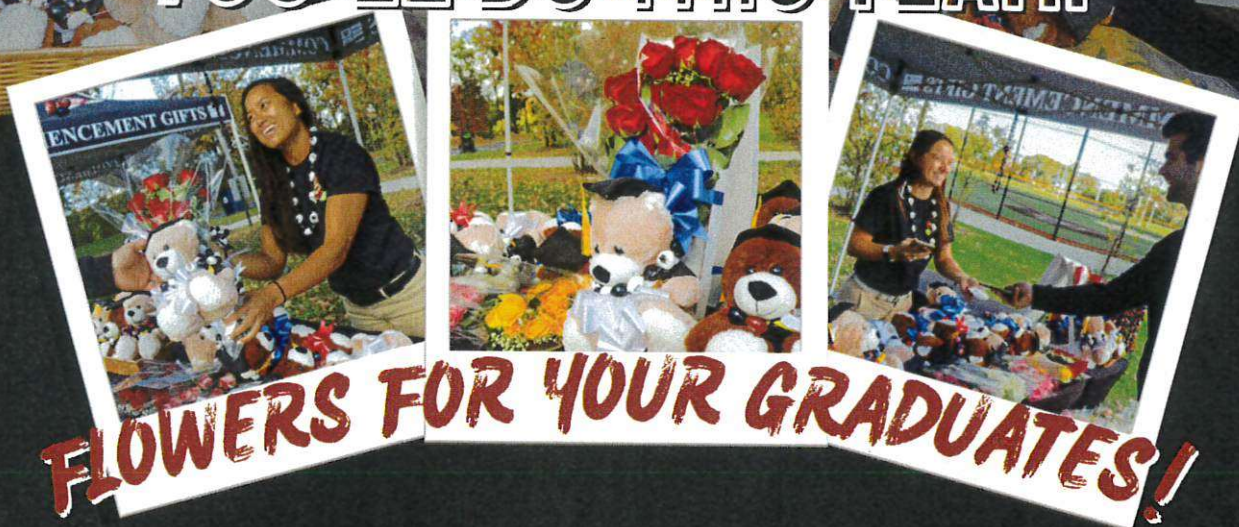
04/22/2025

DATE



The
Commencement
Group

THE EASIEST FUNDRAISER YOU'LL DO THIS YEAR!



FLOWERS FOR YOUR GRADUATES!

**No cost, risk, or effort and your department
keeps a commission on everything sold**

We specialize in providing a flower-selling fundraiser at graduation. This service entails our staff coming to your graduation and setting up a small kiosk, allowing guests to purchase flowers on-site. We handle absolutely everything, our service is completely free, and you receive a commission on all sales.

OUR STORY:

We've spent the last 25 years building lasting relationships with over 2,000 high schools and universities across the country. By pairing our commitment to excellence with the feedback we receive from our clients, we're proud to offer a service that we're confident will enhance the graduation experience of both you and your guests.

The foundation of our service is built upon 5 Essential Principles:



INDUSTRY LEADERS

The Commencement Group focuses on exactly one thing - graduation retail. We will offer your guests and graduates the finest quality products with the highest level of service, backed by our experience at thousands of graduations. You can rest assured that we have thought of everything and will provide your school with consistent and flawless service.

STAFFING EXPERTISE

At The Commencement Group, we pride ourselves on offering the highest level of customer service, which begins with our friendly, professional and motivated sales teams. We consider our staff our greatest resource, and as such, we specially train them to handle the unique demands that come with on-site retail at your graduation. In addition to being experts in our product line, our sales teams know just how special graduation is to you and your guests, and how important it is to treat each customer with kindness and respect.



ALL-INCLUSIVE SERVICE

The Commencement Group works directly for you, providing a professional, convenient fundraiser for your school. This includes supplying the staff, products, kiosk materials, and point-of-sales equipment necessary to offer an all-inclusive service to your guests. Best of all, there is never any cost, risk, or effort required in working with The Commencement Group. We deliver the service, allowing your department to simply enjoy to proceeds.

ONLINE ORDERING

The Commencement Group will create a custom pre-order website for your school, allowing parents and guests to pre-order flowers and gifts in advance of your event. All pre-ordered product will be made available for convenient pickup onsite at your event.



COMMISSION

The Commencement Group will pay your school a 25% commission of all revenue generated through our online ordering platform, and a 15% commission of everything sold on-site. This money comes with no cost, risk, or effort. The Commencement Group additionally assumes responsibility for any unsold product, guaranteeing our service is completely risk-free and highly profitable for your department.

3 of 5

OUR PRODUCTS:



GRADUATION BOUQUET

Twelve long stem roses with baby's breath.
Available in a large variety of colors.



ORCHID LEI

A premium lei made of real orchid flowers.



GRADUATE KUKUI NUT LEI

A lei made of black and white kukui nuts,
commemorating the graduating class.



HALF DOZEN BOUQUETS

Six long-stem roses with baby's breath.



GRADUATION T-SHIRT

Graduation t-shirt featuring the
names of the graduates on the back,
with a school logo on the front.
Available in sizes S - XXL.



CUSTOM KUKUI NUT LEI

A lei made of kukui nuts in school colors
and branding, commemorating
the graduating class.



GRADUATION TEDDY BEARS

A twelve-inch bear, wearing a cap and
gown and holding a diploma.

REFERENCES:

Vista Murrieta High School

Greg Dowden | gdowden@murrieta.k12.ca.us

Murrieta Valley High School

Matt Stratton | mstratton@murrieta.k12.ca.us

Temecula Middle School

Aliss Juillet | lisstony@sbcglobal.net

Great Oak High School

Erin Andrade | eandrade@tvusd.k12.ca.us

Vail Ranch Middle School

Sara Twiss | stwiss@tvusd.k12.ca.us

Gardner Middle School

Courtney Causgrove | ccaugrove@tvusd.k12.ca.us

CONTACT INFO:

Bridget Ismaelito

973-303-1845

bridget@thecommcementgroup.com

The Commencement Group, Inc 05-13-25 (BHS)

Final Audit Report

2025-04-22

Created:	2025-04-21 (Pacific Daylight Time)
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
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-  Agreement completed.
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BEAUMONT UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES

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President

Mr. Jeff Brown
Vice President

Dr. Lanston M. Sylvester
Clerk

Mrs. Susie Lara
Member

Mr. David Sanchez
Member

EXECUTIVE CABINET

Mrs. Mays Kakish
Superintendent

Dr. Ebon Brown
Assistant Superintendent
Instruction & Support Services

Mrs. Jennifer Castillo
Assistant Superintendent
Human Resources

Mr. Sergio San Martin
Chief Business Official

HOLD HARMLESS AND INDEMNIFICATION

CONSULTANT/VENDOR shall 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 sited in California Education Code 44810, 44811 and DISTRICT's Board Policy AR3515.2 (a). The DISTRICT assumes no liability or responsibility for any personal property of CONSULTANT/VENDOR or of its employees, agents, representatives, guests, or invitees of CONSULTANT/VENDOR, brought on to the premise during the term of this Agreement. In addition, CONSULTANT/VENDOR its employees, agents, representatives, guests, or invitees accepts premises and adjoining areas as is and releases, discharges and shall indemnify, defend and hold harmless the DISTRICT, the DISTRICT's Board, and their agents, employees and representatives from any and all liability, claims, judgments or demands, including reasonable attorney's fees and costs, which may arise from all injuries, deaths (CONSULTANTS/VENDORS, agents, employees, representatives, guests and invitees included) and damage to property arising directly or indirectly out of this Agreement including but not limited to CONSULTANT's/VENDOR's use of the premises, the adjoining areas, including the parking lots, including but not limited to DISTRICT's, the DISTRICT's Board's own active negligence or acts other than fraud, willful misconduct or violation of the law. In addition, if CONSULTANT/VENDOR has access to or will be receiving and personal or private information about the DISTRICT its students, personnel, students or parents or any other third party, the DISTRICT assumes no liability or responsibility. CONSULTANT/VENDOR assumes any and all liability for claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from invasion of privacy violations, breach of privacy, information theft, financial theft/information, damage to or destruction of electronic data or information release of private information, alteration of electronic information, and/or extortion and network security.

INSURANCE REQUIREMENTS

CONSULTANT/VENDOR shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement, and issue the DISTRICT the certificate(s) and endorsement(s) (**see marked box(s) for requested insurance**), naming the Beaumont Unified School District as the Certificate Holder, using the DISTRICT 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.
- ☐ **Proof of Coverage for Cyber Liability:** A minimum of \$2,000,000.00, \$2,000,000.00 aggregate.

DISTRICT/Site staff will fill out the table below:

DETAILED DESCRIPTION OF EVENT/ACTIVITY: An agreement for the vendor to provide mugs for sale at graduation on June 5, 2025. A \$200.00 donation to the senior class will be provided.
SCHOOL SITE/LOCATION OF EVENT: Beaumont High School / 39139 Cherry Valley Blvd, Beaumont, CA 92223
DATE & TIME: June 05, 2025 @ 6:00PM
CONSULTANT/VENDOR NAME AND CONTACT INFORMATION: Senior Specialties
EVENT/ACTIVITY SPONSOR (District, Club, etc.) Beaumont High School/Graduation
CIVIC PERMITS ID#

John Spurr
John Spurr (Apr 29, 2025 09:01 PDT)

CONSULTANT/VENDOR SIGNATURE (PRESIDENT/AUTHORIZED SIGNER)

John Spurr Owner, Senior Specialties

PRINTED NAME & TITLE

04/29/2025

DATE

SENIOR SPECIALTIES

P.O. Box 3418, Mission Viejo, CA 92690 800-430-0224 info@seniorspecialties.com

GRADUATION SALE OFFER 2025

Drew Scherrer, Principal
BEAUMONT HIGH SCHOOL
39139 Cherry Valley Blvd.
Beaumont, CA 92223

We are available to sell at Graduation
Thursday June 5, 2025
Start Time: 6:00 P.M.
BHS Sports Stadium

PAYMENT BY

Check		Amt. enclosed		Order/requisition number	
Credit card		Card type		Will you accept substitutions?	
		Card number		Will you accept backorders?	
On account	X	Account no.		Ship via	
COD				FOB destination	
Tax exempt		Exemption no.		Date ordered	

Payment Policy:

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL AMOUNT
20 OZ.	SENIOR NAMES Imprinted Ceramic Mug 20 OZ. JUMBO CERAMIC MUG COBALT BLUE MUG Print in WHITE and BLACK Trim BEAUMONT HIGH SCHOOL COUGAR LOGO CLASS OF 2025	BLUE	144+	RESALE	We sell the Senior Mugs for \$15.00
	DONATION TO SCHOOL: Check in advance OR DONATION TO SCHOOL: 24 mugs in advance		200 1 case	1.00 0.00	200.00 Resale value \$360.00
	Senior Specialties accepts full responsibility for outcome of sale. Any and all leftovers will be given to Beaumont High School following Graduation.				

	SUBTOTAL	0.00
	Shipping charges	0.00
	Handling charges	0.00
	Insurance	0.00
	Tax	0.00
	TOTAL DONATION	\$200.00 or 24 mugs

SPECIAL INSTRUCTIONS

Please e-mail Senior names file to John Spurr at: info@seniorspecialties.com
Your donation check will be mailed upon receipt of Senior names. Thank you!
Or, your complimentary mugs will be delivered whenever you need them.

K-12 STRONG WORKFORCE AGREEMENT

This agreement, dated January 1, 2025, is entered into between Riverside Community College District (hereinafter referred to as "Fiscal Agent") and Beaumont Unified School District (hereinafter referred to as "Grantee"), collectively referred to as "Parties" and individually as "Party."

Award Summary

Grant term: January 1, 2025 to June 30, 2027

Reporting term: January 1, 2025 to September 30, 2027

Grantee: Beaumont Unified School District

Application: IEDRC 25-02: Education and Family Services Pathway

Amount: \$365,721

1. RECITALS

WHEREAS, the Riverside Community College District has been designated as the fiscal agent for the K12 Strong Workforce Program (hereinafter referred to as "K12 SWP") for the Inland Empire/Desert Regional Consortium (hereinafter referred to as "Regional Consortium") and is responsible for distributing funds to each grantee within the region, following certification by the Regional Consortium.

WHEREAS, the Fiscal Agent is authorized to receive funding from the California Community Colleges Chancellor's Office (hereinafter referred to as "Chancellor's Office"), in partnership with the California Department of Education (CDE) and as appropriated under Education Code Section 88827, for K12 SWP to create, support, and/or expand high-quality career technical education programs at the K12 level.

WHEREAS, the Grantee is entering into this Agreement to set the terms and conditions for their agency's award of the K12 Strong Workforce Program, and to be accountable for all deliverables identified in the Grantee's application titled IEDRC 25-02: Education and Family Services Pathway (hereinafter referred to as "Application") and found in the Grantee's certified K12 Strong Workforce Program Plan in the Chancellor's Office NOVA system (hereinafter referred to as NOVA).

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

2. AWARD AMOUNT

The total amount for this Agreement is \$365,721 and payment to Grantee shall be made in accordance with the terms and conditions of this Agreement and as determined by the amount approved and received by the region's K12 SWP Selection Committee and found in the Grantee's certified K12 Strong Workforce Program Plan in NOVA.

The Parties acknowledge and agree that awards are subject to approval and receipt of funds from third parties. Grantee shall not receive nor be entitled to any award in excess of what is actually received by the Fiscal Agent.

Grantee certifies to the K12 Selection Committee that grant funds received and the matching funds contributed by each local educational agency shall be used solely for the purpose of supporting the program or programs for which the grant is awarded.

3. PERIOD OF PERFORMANCE

The period of performance for this Agreement shall commence on January 1, 2025 and shall expire on September 30, 2027, unless terminated earlier in accordance with the termination/cancellation provisions of this Agreement.

Within the overall period of performance for this Agreement, the grant term of performance for expenditure of funds in accordance with Section 2: Award Amount shall commence on January 1, 2025 and shall end on June 30, 2027. The reporting term of performance for providing all required deliverables in accordance with Section 5: Invoicing and Payment and Section 6: Reporting shall commence on January 1, 2025 and shall end of September 30, 2027.

4. MODIFICATIONS AND AMENDMENTS

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Regional Consortium prior to the modification being made. The Regional Consortium may require that a Grant Amendment be processed, if the Regional Consortium determines that a change would materially affect the project outcomes or the terms of this Agreement and the terms included in Exhibit A: K12 Strong Workforce Program Request for Applications (RFA) - Appendix B: Program-Specific Legal Terms and Conditions, p. 42).

Grantee may request amendments to this Agreement, the corresponding Program Plan, or the deliverables identified in the Grantee's application. All such requests must be submitted in writing to the Regional Consortium prior to the amendment being made. The Regional Consortium may require that a Grant Amendment be processed, if the Regional Consortium determines that a change would materially affect the project outcomes or the terms of this Agreement and the terms included in Exhibit A: K12 Strong Workforce Program Request for Applications (RFA) - Appendix B: Program-Specific Legal Terms and Conditions, p. 42).

Grantee may make changes to any budget category amounts up to 10% of the total award amount per line item without the approval of the Regional Consortium so long as budget categories are not re-named, added, or deleted, the total dollar amount of the Agreement is not affected, and the outcomes of the Agreement will not be materially affected. Grantee may add or delete budget categories subject to the prior approval of the Regional Consortium [see Exhibit A: K12 Strong Workforce Program RFA - Appendix B: Program-Specific Legal Terms and Condition, p. 42-43).

Amendments are required for budget changes when there are changes in the total dollar amount of the Agreement and/or the outcome of the Agreement is materially affected. The process for requesting and approving amendments is determined by the Regional Consortium. Budget changes or amendments are subject to applicable program limitations and require approval of the Regional Consortium. No

extensions to the performance period will be granted (see Exhibit A: K12 Strong Workforce Program RFA - Appendix B: Program-Specific Legal Terms and Conditions, p. 43).

The Inland Empire/Desert Regional Consortium process for requesting a budget modification is included here as Exhibit B: IEDRC K12 SWP Budget Modification Request Form.

5. INVOICING AND PAYMENT

Advance payment up to 70% of the total amount of this Agreement will be paid, upon receipt of an invoice, after the Agreement is fully executed. A detailed invoice shall be submitted on a form suitable to Fiscal Agent as provided by the Fiscal Agent or from Grantee's financial office.

Grantee may request progress payments up to 20% of the total amount of this Agreement after expenditures exceed the 70% advance payment. Payment will be made after review and approval of required progress reports and upon receipt of an invoice and supporting financial documents, included here as Exhibit C: IEDRC Certification of Grant Expenditures Form.

Payment of the final 10% will be made upon receipt of an invoice, accompanying financial documentation, and approval of final expenditure and progress reports by the Regional Consortium.

Grantee is obligated to provide proportional dollar match according to the terms set forth in Exhibit A: K12 Strong Workforce Program RFA, p. 15-16, and as indicated in the Grantee's certified K12 Strong Workforce Program Plan in NOVA. Documentation of required match will be provided to the Fiscal Agent on the biannual progress fiscal reporting schedule set forth in Exhibit A: K12 Strong Workforce Program RFA – Appendix A: Grantee Requirements and Guidelines, p. 40 (subject to change per guidance set forth by the CA Community College Chancellor's Office).

6. REPORTING

K12 SWP funding is project based with project submissions and reporting expenditures in NOVA. The Grantee agrees to adhere to the reporting frequency as identified in Exhibit A: K12 Strong Workforce Program RFA – Appendix A: Grantee Requirements and Guidelines, p. 40. Periodic fiscal and narrative progress reports of project progress may be requested by the CA Community College Chancellor's Office, the Fiscal Agent, or the Regional Consortium at any time.

Grantee shall prepare and submit outcomes data as required by the legislation, Education Code Section 88828(d)(8), and as referenced in Exhibit A: K12 Strong Workforce Program RFA – Appendix A: Grantee Requirements and Guidelines, p. 40-41. As per the legislation, failure to provide this data may result in termination of the grant.

Grantee is responsible for ensuring that K-12 Partner Agencies on the grant submit all required progress and fiscal data and reporting.

7. SUBGRANTING AND SUBCONTRACTING

The Grantee is to be fully responsible to the Fiscal Agent for the acts and omissions of its subgrantees, subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Grantee. Grantee is responsible for collecting all required

progress and fiscal data reporting from subgrantees. Grantee's obligation to pay its subgrantees and subcontractors is independent from the obligation of the Fiscal Agent to make payment to the Grantee. As a result, the Fiscal Agent shall have no obligation to pay or enforce the payment of any funds to a sub-grantee or subcontractor.

The Grantee shall immediately notify the Fiscal Agent to obtain all approvals for changes or additions to subgrantees not specifically named in the grantee's certified K12 Strong Workforce Program Plan in NOVA.

8. RECORDS AND AUDITS

- A. Parties must maintain records regarding use of program funds, and progress made towards objectives and/or performance under the Grantee's certified K12 Strong Workforce Program Plan in NOVA.
- B. Parties agree that the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

9. NOTICES/CONTACTS

All notices required or permitted under this Agreement shall be in writing and delivered personally; sent by certified mail, return receipt requested; by reputable overnight courier services, with package tracking capability to the other party's address as specified below. A Party to this Agreement may also give notice to the other Party by sending an email and receiving explicit acknowledgement of its receipt from the other party. Such notice shall be effective when received, as indicated by courier or post office. Each Party has the responsibility of keeping notice contact information accurate and current.

For Fiscal Agent:

Riverside Community College District
3801 Market Street
Riverside, CA 92501

For project/program related matters:

Attention: Cristina Flores
Title: Director, CTE and K-14 Regional Technical Assistance
Cristina.Flores@rccd.edu
951-222-8026

For fiscal related matters:

Attention: Taylor Gilbertson

Title: Interim Assistant Director, CTE Projects

Taylor.Gilbertson@rccd.edu

951-222-8475

For Grantee:

Beaumont Unified School District

350 W. Brookside Avenue

Beaumont, CA 92223

For project/program related matters:

Attention: Michael Breyer, Ed.D.

Title: Director of College and Career Readiness

mbreyer@beaumontusd.k12.ca.us

951-845-1631

For fiscal related matters:

Attention: Debbie Flores

dflores@beaumontusd.k12.ca.us

951-797-5362

Each Party agrees to notify the other, in writing, within 30 days of changes to project contacts.

10. TERMINATION

- A. Without Cause. A Party may suspend or terminate this Agreement upon thirty (30) days advance written notice to the other Party or Parties. Termination of this Agreement, however, will not invalidate commitments or obligations entered into prior to the date of termination that cannot be cancelled.
- B. With Cause. Each Party may terminate this Agreement upon any other Party's material breach of any provisions of this Agreement. A Party intending to terminate this Agreement pursuant to this subsection shall provide the breaching Party with written notice at least thirty (30) days ("Cure Period") before the effective termination date. Such notice by the non-breaching Party shall specify the provision of this Agreement that was breached by the breaching Party, the acts or omissions of the breaching Party that constitute a material breach of this Agreement, and the corrective action and/or remedy requested from the breaching Party, and provide the breaching Party with an opportunity to cure the material breach within the Cure Period unless the non-breaching party shall agree in writing to an extension of the Cure Period before the expiration of the Cure Period. Upon expiration of the Cure Period, and if the breaching party has not cured the breach and provided written notice of such cure to the non-breaching Party, this Agreement shall terminate effective the day immediately following the expiration of the Cure Period without any further notice by the Parties.

- C. Partial termination of the Agreement, or termination of individual aspects of this Agreement or the corresponding Program Plan, should be handled through Section 4. Modifications and Amendments of this Agreement.

11. DISPUTES

All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner. The Parties shall enter into good faith negotiations to reach an equitable settlement. Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the Fiscal Agent and/or the California Community Colleges Chancellor's Office. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to the Grantee. The decision shall be final and conclusive. Grantee shall act in accordance with the written decision of the Fiscal Agent or the Chancellor's Office, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the Prime Sponsor, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to the Grantee, or otherwise, Grantee agrees that it will not directly or indirectly stop or delay the work directed by Fiscal Agent, or any party thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

12. INDEMNIFICATION

Each Party to this Agreement agrees to defend, indemnify, and hold harmless the other Parties, their officers, agents, employees and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or its performance or nonperformance of obligations under this Agreement, of the indemnifying authority, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or willful misconduct of the Parties seeking indemnification or any of its agents or employees.

13. INSURANCE

Acceptance of this Agreement constitutes that Grantee is not covered under Fiscal Agent's general liability insurance and that Grantee agrees, during the term of this Agreement, to maintain, at the Grantee's sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to worker's compensation (if required by law), liability, disability, and unemployment insurance. Certificates of insurance shall be provided to Fiscal Agent. Specifically, during the term of this Agreement, Grantee shall maintain in full force and effect the kinds of insurance, containing the limits of liability set forth below:

- A. Workers' Compensation: Grantee shall comply with the workers' compensation law of the state wherein the services are to be rendered. Such policy shall provide coverage for all persons engaged

in the activities described in this Agreement under the employ, supervision or control of the Grantee.

- B. General Liability: The policy shall contain a combined single limit of liability of not less than \$1,000,000 per occurrence and not less than \$3,000,000 in the aggregate.
- C. Automobile Liability: If automotive vehicles are operated by Grantee in Grantee's performance of Grantee's obligations under this Agreement, Grantee shall maintain an automobile liability policy which shall include coverage on all owned, non-owned and hired vehicles and shall have a minimum limit of liability of not less than \$1,000,000 per occurrence.

Coverage shall be placed with an insurer having a Best's Key Rating of "A-" or better. Grantee shall furnish Fiscal Agent with Certificates of Insurance evidencing such coverage. Such Certificate shall name Fiscal Agent as additional insureds, and provide that it can be cancelled only with thirty (30) days prior written notice to Fiscal Agent. If any of the foregoing coverages expire, change, or are canceled, Grantee shall notify Fiscal Agent within thirty (30) days prior to the effective date of such expiration, change or cancellation.

The following sentence shall be included in the additional insured endorsements:

"Riverside Community College District, its Governing Board, as individuals and as an entity, its officers, directors, employees, and volunteers, are hereby named as additional insured, with respect to all work performed by or on behalf of the named insured under its contract with the Certificate Holder."

14. INDEPENDENT CONTRACTORS

For the purpose of this Agreement and all work and services specified herein, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party.

Grantee, in the performance of this Agreement, shall be and act as an independent contractor and not as an employee of the Fiscal Agent. The Grantee understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the Fiscal Agent, and are not entitled to benefits of any kind or nature normally provided to employees of the Fiscal Agent and/or to which Fiscal Agent's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Grantee assumes full responsibility for its acts and/or liabilities including those of its employees or agents as they relate to the services provided under this Agreement. The Grantee shall assume full responsibility for withholding and payment of all: Federal, State, Local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to the Grantee's employees. The Fiscal Agent will not withhold taxes, unemployment insurance or social security for the Grantee's employees or independent subcontractors. The Grantee agrees to indemnify and hold the Fiscal Agent harmless from and against any and all liability arising from any failure of the Grantee to withhold or pay any applicable tax, unemployment insurance or social security when due.

15. ASSURANCES

By signing this Agreement, the Parties certify they will comply with the Strong Workforce Program legislation, established by Education Code §§88827-88833, Exhibit A: K12 Strong Workforce Program RFA, and guidance provided by the California Community College Chancellor's Office, currently posted on Strong Workforce Program website:

<https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/K12-Strong-Workforce>

By signing this Agreement, the Grantee certifies that it complies with state and federal requirements for Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

16. FEDERAL, STATE, AND LOCAL TAXES

Except as may be otherwise provided in this Agreement, the Grantee's award amount includes all applicable Federal, State, and local taxes and duties, and therefore, Grantee shall be responsible for paying all such costs.

17. EQUAL OPPORTUNITY/NON-DISCRIMINATION

- A. During the performance of this Agreement, Grantee shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (over 40), marital status, denial of family care leave, sexual orientation, gender, gender expression, political affiliation, position in a labor dispute, or any characteristic listed or defined in Government Code Section 11135 or any characteristic that is contained in the prohibition of hate crimes set forth in Penal Code Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited. Grantee shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- B. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Sections 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, Sections 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- C. Grantee shall also comply with the provisions of Government Code Sections 11135- 11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code of Regulations, title 5, Sections 59300 et seq.)

18. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

19. WAIVER

Any waiver by Fiscal Agent of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of the Fiscal Agent to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping the Fiscal Agent from enforcing the terms of this Agreement.

20. COMPLIANCE WITH APPLICABLE LAWS

It is understood and agreed that this Agreement shall be governed by the laws of the State of California both as to the interpretation and performance; venue of any action brought with regard to this Agreement shall be in the county of Riverside, state of California.

Grantee shall be subject to and shall comply with all Federal, State and local laws and regulations applicable with respect to its performance of services under this Agreement.

21. INTELLECTUAL PROPERTY

Any work product resulting from this Agreement falls under the Chancellor's Office Creative Commons Attribution license which gives permission to the public to reproduce, distribute, perform, display or adapt the licensed materials for any purpose, so long as the user gives attribution to the author.

22. DEBARMENT AND SUSPENSION

- A. By executing this contractual instrument, Grantee agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98)
- B. By executing this contractual instrument, Grantee certifies to the best of their knowledge and belief that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2. Have not, within a three (3) year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for (a) commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) violation of Federal or State antitrust statutes; (c) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Grantee's present responsibility;

3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in B(2) above;
4. Have not, within a three (3) year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default.

23. ORDER OF PRECEDENCE

Any inconsistency or conflict between provisions in this Agreement shall be resolved by giving precedence in the following order:

- 1) this Agreement,
- 2) Exhibit A: K12 Strong Workforce Program RFA,
- 3) the Grantee's certified K12 Strong Workforce Program Plan in NOVA.

24. SIGNATURES

IN WITNESS WHEREOF, all Parties agree.

Riverside Community College District

Beaumont Unified School District

Aaron Brown
Vice Chancellor
Business and Financial Services

Date:

Sergio San Martin
Chief Business Official

Date:



California Community Colleges

Workforce and Economic Development Division

Request for Application K12 STRONG WORKFORCE PROGRAM ROUND 7

Funding Year:	Fiscal Year 2024-2025
RFA Release Date:	August 19, 2024
Performance Period:	January 1, 2025 – June 30, 2027
Live Bidder's Conference:	August 28, 2024, at 1:30 PM PDT Register for the K12 SWP Bidder's Conference
Questions Deadline:	Written questions about specifications in the Request for Application must be received by 5:00 PM, Wednesday, September 13, 2024, via email to: K12SWP@CCCCO.edu
Application Deadline:	Applications must be received by 5:00 PM on Friday, October 11, 2024 in NOVA

Administered by the
California Community Colleges Chancellor's Office,
Workforce and Economic Development Division
1102 Q Street
Sacramento, CA 95814-5901

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SECTION I: GENERAL INFORMATION

A. BACKGROUND AND PURPOSE

Commencing with the 2018–19 fiscal year, \$150 million was allocated on an annual and ongoing basis to K–12 local education agencies (LEAs) through the K12 Strong Workforce Program (K12 SWP) to create, support, and/or expand high-quality CTE at the K–12 level (Education Code, Section 88827).

The California Community Colleges Chancellor’s Office (Chancellor’s Office), in partnership with the California Department of Education (CDE), is seeking applications from eligible LEAs for K12 SWP funds to create, support, and/or expand high-quality CTE course sequences of K12 programs, and pathways that transition from secondary education to postsecondary education aligned to regional workforce efforts occurring through the SWP. Support is not meant to sustain programs, but to help in new and/or innovative ways.

The ultimate goal of Strong Workforce Program K12 grant funds is to support K–12 local education agencies (LEAs) in creating, improving, and expanding career technical education (CTE) courses, course sequences, programs of study, and pathways that enable students to successfully transition from secondary education to postsecondary education to living-wage employment.

Inclusive economic development is about both process and outcome, mobilizing cross- sector collaboration and focusing on approaches to shared prosperity; the outcomes from such economic growth can be greater and more mutually beneficial to education, businesses, communities, and workers, including historically disproportionately impacted students.

B. OBJECTIVES AND FOUNDATIONAL PRINCIPLES

a) Objectives

The primary objectives of K12 SWP are the following:

- ❖ To support essential collaboration across education systems between the K–12 sector and community colleges—also known as intersegmental partnerships—with involvement from industry businesses and organizations in strengthening CTE courses, programs, and pathways aligned with regional workforce needs.
- ❖ To support LEAs in developing and implementing high-quality, equity driven, K–14 CTE course sequences, programs, and pathways that:
 - Build foundational career path skills and knowledge essential to subsequent success in college and early career exploration.
 - Enable a seamless and successful transition from secondary to postsecondary education within the same or related career paths.
 - Lead to completion of industry-valued certificates, degrees, or transfers to community college or four-year University.
 - Prepare students upon completion of education to enter into employment in occupations for which there is documented demand that pay a livable wage.
 - Identify and close equity gaps by improving access to and completion of high- skill/high-wage CTE opportunities for disproportionately impacted students.
 - Facilitate K–12 student exploration and selection of learning opportunities leading to career paths.
 - Contribute toward meeting the projected need for one million completers of CTE programs aligned with the state’s labor market.

b) Alignment with Strong Workforce Program Regional Plan

The K12 SWP legislation specifies that funds are provided to “create, support, or expand high-quality career technical education programs at the K–12 level that are aligned with the workforce development efforts occurring through the Strong Workforce Program” (Education Code, Section 88827). The workforce development efforts within each region are established by the Strong Workforce Program Regional Plan (“Regional Plan”).

Developed under the guidance of each of the eight California Community College Regional Consortia (“Regional Consortia”), each Regional Plan, by design, is responsive to regional economic priorities. Similarly, applications for K12 SWP funds should be responsive to the regional priorities, labor market needs, and consortium goals as identified in the Regional Plan.

To remain current, all of the eight Regional Plans are revised every four years and updated annually through collaborations between the community colleges, K–12 LEAs, industry leaders, workforce development agencies, and other workforce development stakeholders. The Regional Plan for each Regional Consortium are located at the following websites:

- ❖ [Bay Area – Strong Workforce Program Regional Plan](#)
- ❖ [Central/Mother Lode – Strong Workforce Program Regional Plan](#)
- ❖ [Inland Empire/Desert – Strong Workforce Program Regional Plan](#)
- ❖ [Los Angeles – Strong Workforce Program Regional Plan](#)
- ❖ [Orange County – Strong Workforce Program Regional Plan](#)
- ❖ [North/Far North – Strong Workforce Program Regional Plan](#)
- ❖ [San Diego/Imperial Counties – Strong Workforce Program Regional Plan](#)
- ❖ [South Central Coast – Strong Workforce Program Regional Plan](#)

Beginning in 2023, the Regional Consortia began to align Regional Planning efforts and SWP projects to [Vision 2030](#), a roadmap for California Community Colleges. Vision 2030 envisions a higher education system more inclusive of all Californians that ensures access points for every learner across race, ethnicity, region, class, and gender to enter a pathway, with tailored supports and exit points to transfer, complete a community college baccalaureate, or obtain a job with family sustaining wages. Strategies of Vision 2030 include expansion of early college credit opportunities, youth apprenticeship, pre-apprenticeship, and exploring opportunities in Generative Artificial Intelligence (AI).

Vision 2030 furthers the sector approach to workforce development through more partnerships between community colleges and industry to invest in hands-on training for career readiness. The priority sectors included in Vision 2030 are health, climate sustainability, STEM and technology, education, and early education.

If aligned with the principles of Vision 2030, Round 7 K12 SWP proposals will also reflect the Governor's Career Education Master Plan Executive Order. This order underscores the urgent need to align California's investments and policies to prioritize diverse career pathways in education, healthcare, climate, and technology. The focus is on matching students' aspirations with regional employer demand, ensuring equitable access to career opportunities, and emphasizing hands-on learning for all Californians, regardless of background. K12 SWP has the potential to address regional needs, enabling K12 LEAs and their Community College partners to contribute to community growth and statewide prosperity. Building connections between educational institutions and local employers is crucial for shaping the skills taught and creating seamless employment pipelines, allowing graduates to transition smoothly into regional careers.

Projects can illustrate a focus on more effectively utilizing regional and subregional scales by implementing one or more of the following:

- Taking advantage of economies of scale for such things as program, curriculum and professional development
- Engaging with regional scale employers or other regional scale workforce development stakeholders
- Utilizing the region's scale to offer students a larger variety of programs by facilitating access to the pathways of multiple providers
- Aligning proposal strategies across/between multiple regions

C. FUNDING

Table 1. 2024 K12 SWP Statewide Funding Allocation to Regions

Regional Consortium	K12SWP Allocation
Bay Area	\$29,415,025
Central Valley/Mother Lode	\$21,549,421
Inland Empire/Desert	\$19,002,516
Los Angeles	\$24,852,829
Orange County	\$11,497,537
North/Far North	\$19,965,840
San Diego/Imperial	\$13,961,751
South Central Coast	\$9,755,081
TOTAL	\$150,000,000

See Appendix D for Regional Funding Distribution.

a) Levels of Funding for LEAs based on ADA

There are four funding levels of maximum allowable dollar amounts for each application based on total ADA of the grant-seeking LEAs as shown in Table 2.

Table 2. Awarded Funding Levels Based on Grades 7-12 ADA, 2021¹

Total Average Daily Attendance of LEAs	Maximum allowable grant amount
Up to 140 ADA	Up to \$250,000
141 to 550 ADA	Up to \$500,000
551 to 10,000 ADA	Up to \$1,000,000
Over 10,000 ADA	Up to \$2,000,000

Total ADA is calculated by taking all grant-seeking LEAs' grades 7-12 ADA (inclusive of both Lead and funded or served K-12 Partner Agencies) that are participating in a given application, meaning that the LEAs' total ADA will be used to determine the maximum allowable funding level.

¹ California Community Colleges Chancellor's Office and the California Department of Education (2021)

The funding levels in Table 2 indicate the maximum amount that can be requested in and awarded to any one application. Applicants are allowed to request any level of funding for which they are eligible so long as it does not exceed the maximum level.

The regional K12 Selection Committee has discretion to award an amount less than the requested amount based on an applicant's work plan, budget, number of students and/or teachers served as well as based on the committee's responsibility to ensure a portfolio of awards that best meets the needs of the region's economy and the intention of the legislation.

b) Subsequent Funding Requests in Future Cycles

Obtaining a K12 SWP grant in one round of funding does not prohibit LEAs from applying again in ensuing funding cycles. Subsequent funding requests are not intended to sustain programs, rather, are **intended to create a new CTE program that feeds into a community college program; phase in, augment, or improve the K-14 sequence of courses or pathways; or to scale a previously funded K12 SWP project to serve a larger number of students.** Support is not meant to sustain the program but help in new and/or innovative ways. Through this competitive grant process, applicants awarded a K12 SWP grant in one year are not guaranteed funding in a subsequent round of funding.

c) Redistribution of funds when a Regions full allocation is not awarded during first review.

After the initial round of award distribution, if a region has not fully awarded their allocation (allocated pursuant to subdivision (c) of Section 88827), each consortium **may** administer a competitive grant application program to distribute the remaining funding, termed "Round 7B" to eligible grant recipients. Decisions governing or relating to the distribution of fiscal resources for the K-12 component shall be made exclusively by the K-12 Selection Committee, including selection of grant recipients and specific funding amounts for each grant.

The NOVA application would to be re-opened by January 12, 2025 (for those regions who have elected to have an additional competitive round to administer any remaining funds in their region) and close February 28th, 2025. Applications would be scored by the K-12 Selection Committee and deliberation would conclude by March 31, 2025, with Round 7B award announcements made by April 11, 2025.

d) K12 Selection Committee

Each Regional Consortium has a K12 Selection Committee that is responsible for reviewing all eligible LEA applications that are requesting K12 SWP funds within its region (Education Code,

Section 88829). The K12 Selection Committee is made up of individuals with expertise in K–12 career technical education and workforce development.

The K12 Selection Committee makes all decisions within its region related to selecting grant recipients and awarding specific funding amounts for each grant.

Per Education Code, Section 88830, when determining grant recipients, the K12 Selection Committee shall consider past performance of grantees before awarding additional funds to those reapplying for grants.

For Round 7, each K12 Selection Committee has created criteria for award decisions. Each Selection Committee will make decisions based on the merits of the proposed project, proportionality of the request, and alignment with the intent of legislation, funding applications that best meet the priorities of the region as set by the regional plan and local labor market demand. If the total amount requested is higher than the region’s allocation, funding decisions will be made by selection criteria decided upon by each regional selection committee.

The decision-making criteria for Round 7 can be found through the following links:

- [Bay Area - Regional Criteria](#)
- [Central/Mother Lode - Regional Criteria](#)
- [Inland Empire/Desert - Regional Criteria](#)
- [Los Angeles - Regional Criteria](#)
- [Orange County - Regional Criteria](#)
- [North/Far North - Regional Criteria](#)
- [San Diego/Imperial Counties - Regional Criteria](#)
- [South Central Coast - Regional Criteria](#)

D. ELIGIBILITY REQUIREMENTS

a) Eligible Applicants

Eligible K12 SWP applicants consist of one or more of any combination of the following LEAs:

- School district
- County office of education
- Charter school
- Regional occupational center or program (ROCP) operated by either a joint powers authority or by a county office of education, provided that the applicant has certified that all partners are aware of this grant and agree to submission.

LEAs are encouraged to partner with other LEAs as co-applicants, but one LEA must be identified as the Lead Agency (or fiscal agent) on each K12 SWP application. The other LEAs are K–12 Partner Agencies.

An LEA can submit no more than three K12 SWP applications as a Lead Agency or as a K–12 Partner Agency per funding cycle.

Grants may only serve students in grades 7 through 12, inclusive.

b) Eligibility Requirements for Applicants

LEAs applying to receive a K12 SWP grant must comply with **all of** the following:

- (1) The LEA applicant must partner with **at least one** community college or community college district in their application. It is allowable and encouraged for LEAs to partner with multiple community colleges or community college districts. The partnership should be **strongly demonstrated** within the grant proposal. LEAs that have a substantial number of students being served by a college in another region may partner with a community college in that region, if the college or colleges agree to partner with the LEA. The LEA still applies for funds from the Regional Consortium in which the LEA or LEA site is principally located, not the Regional Consortium of the partnering community college or community college district.
- (2) The LEA (Lead and all K–12 Partner Agencies) shall be located within the geographical boundaries of the region from which it is applying for funds. LEAs that are located in multiple regions may apply in each region within which they have a site but are limited to submitting no more than three applications total as either a Lead or a K–12 Partner

Agency (three applications per one CDS code). Any LEA that offers primarily online/virtual instruction may apply only in the region within which their district is located. Per CDE, district is defined where the CDS code is registered.

- (3) Each LEA that is a Lead or K–12 Partner Agency on the application must engage in regional efforts to align workforce, employment, and education services. In addition, each must use its region’s Regional Plan to inform efforts to create, implement, or expand CTE courses, course sequences, programs and pathways; to the extent possible, integrate available local, regional, state and private resources to improve the successful outcomes of pupils enrolled in CTE.
- (4) Each LEA (Lead or K-12 Partner Agency) on the application must report data that can be used by policymakers, LEAs, community college districts and their regional partners to support and evaluate the program including, to the extent possible, demographic data used to evaluate progress in closing equity gaps in program access and completion and earnings of underserved demographic groups.

Note: Per Education Code, Section 88830, the Chancellor’s Office will verify that required course data files have been submitted to the Department of Education. Currently, the Chancellor’s Office is enhancing the data reporting tools and developing a comprehensive solution to manage the data upload process. More details will be shared in the coming months and technical assistance will be provided for the new data tool process.

c) Adult Education Programs

- ❖ An Adult Education Program may be included under a district LEA Lead or K–12 Partner Agency application **ONLY** if the program serves students 18 years of age and under, as approved by the local board. If this is the case, the application should specify the percentage of students served that are 18 or under.
- ❖ Adult Education Programs may be included in the application as a Collaborative Partner, working with K–12 LEAs, community colleges, and other stakeholders to support pathways to higher education and employment for all students.

E. POSITIVE CONSIDERATIONS

Per Education Code, Section 88830, the K12 Selection Committee shall give positive consideration to each of the below characteristics in a proposed project that:

- ❖ Serves “unduplicated pupils,” defined as a pupil enrolled in a school district or a charter school who is either classified as an English learner, eligible for a free or reduced-price meal, or is a foster youth (Education Code, Section 42238.02).
- ❖ Serves pupil subgroups that have higher than average dropout rates as identified by the Superintendent of Public Instruction (the annual adjusted statewide grades 9–12 dropout rate is 8.2%).²
- ❖ Includes LEAs located in an area of the state with a high unemployment rate (lead LEAs and/or K–12 Partner Agencies located in an Area of Substantial Unemployment defined as at or above 4.8%).³
- ❖ Includes LEAs located within a rural school district.
- ❖ Includes special populations, as identified by Perkins V.

In addition, positive consideration will be given to the following characteristics of a proposed project that:

- ❖ Creates one or more new pathways aligned with Vision 2030: STEM, Health, Education & Early Childhood, & Climate Sustainability.
- ❖ Includes first-time K12 SWP applicants who have never received K12 SWP funds or services as a Lead or K–12 Partner Agency in previous rounds of funding.
- ❖ Focus on early college credit, youth apprenticeship/pre-apprenticeship, and/or Artificial Intelligence (AI) Literacy.

The K12 Selection Committee, in consultation with the Regional Consortium, has the discretion to give positive consideration to programs to the extent they demonstrate any of the following:

- ❖ Most effectively meet the needs of the local and regional economies.
- ❖ Successfully leverage one or more of the following to support and sustain programs:

² California Department of Education, California School Dashboard (2023)

³ California Workforce Innovation and Opportunity Act (2019-20); Employment Development Department, Labor Market Division, Civilian Unemployment Rate (2023)

- Existing structures, requirements, and resources of the federal Carl D. Perkins Career and Technical Education Improvement Act of 2006 (20 U.S.C. Sec. 2301 et seq.) or its successor, the partnership academies program pursuant to Article 5 (commencing with Section 54690) of Chapter 9 of Part 29 of Division 4 of Title 2, or the agricultural career technical education incentive program pursuant to Article 7.5 (commencing with Section 52460) of Chapter 9 of Part 28 of Division 4 of Title 2.
- Contributions from industry, labor, and philanthropic sources.
- Make significant investments in career technical education infrastructure, equipment and facilities.

F. PARTNERSHIPS

The K12 SWP encourages and supports intersegmental collaboration—or partnerships between LEAs, postsecondary institutions, workforce agencies and industry—in developing K–14 CTE courses, programs, and pathways aligned with the Regional Plan. At a minimal requirement, applicants must demonstrate a partnership between the applying LEAs and at least one California community college or community college district.

Following is a description of the required partners and the recommended partners in K12 SWP partnerships.

a) Community College Partner(s)

LEA applicants are required to identify and describe a purposeful partnership with at least one partnering community college or community college district with the intent of developing clearly defined K–14 career pathways for students which include sector/pathway alignment of K12 to partnering community college’s strong workforce program. LEAs are encouraged to partner with multiple community colleges for developing or supporting multiple K–14 CTE course sequences, programs, or pathways aligned with regional workforce needs.

The LEA–community college collaboration is a mutually beneficial partnership. The LEA can leverage the SWP efforts and resources of the partnering community college, while the community college can anticipate prepared, incoming students for their pathways and better predict student enrollment levels. Moreover, students and employers benefit when students are able to more fully develop knowledge, skills, and abilities through participation in high-skill, high-wage career technical education programs.

In addition to the required partnership with at least one community college or community college district, an LEA may have an additional partnership with four-year colleges, including California State Universities, Universities of California, and private colleges.

b) K-12 Partner Agencies

All other LEAs that are not the Lead Agency on the application but will receive K12 SWP funds and/or services from this strand of work are K-12 Partner Agencies and must be included as such in the application submission under “K-12 Partner Agencies.”

For example, when a county office of education is the Lead Agency, school districts engaged in the K12 SWP work are K-12 Partner Agencies. If the ADA for a K-12 Partner Agency is included on the application as the student population served, then that LEA must also receive K12 SWP funds or services and is also responsible for submitting all required reports. Any K12 LEA receiving funds or services must be included as a Partner Agency.

c) Collaborative Partners

LEAs seeking K12 SWP funds are encouraged, though not required, to identify partnerships with Collaborative Partners, which agree to support and inform LEAs as they create, implement or expand K-14 CTE programs and pathways.

Collaborative Partners include businesses and industry organizations, workforce development agencies, government offices and philanthropies, among others. Adult Education Programs that serve students over the age of 18 may be included as Collaborative Partners. Collaborative Partners may provide, for example, industry expertise, staff, access to equipment and/or work-based learning (WBL) opportunities.

G. MATCH REQUIREMENTS

a) Proportional Dollar Match

Match funds are required and intended to incentivize K-12 institutions and community colleges to invest from their base budgets in the development, support, and expansion of K-14 CTE programs aligned with the workforce needs of California’s regional economies. K12 SWP funds are intended to supplement, not supplant base budgets.

Per Education Code, Sections 88828, (c)(1)(A)(B), any K12 SWP funds awarded, the grantee is required to provide a proportional dollar match as follows:

- For ROCPs operated either by a joint powers authority or by a county office of education, one dollar (\$1) for every one dollar (\$1) awarded. The ROCP needs to be the Lead Agency on the application.
- For all other LEAs, two dollars (\$2) for every one dollar (\$1) awarded.

b) Acceptable and Unacceptable Financial Match Sources

Financial match must directly support and benefit the project proposed in the grant.

The match may include funding from the following sources:

- School district and charter school LCFF apportionments.
- Perkins V (Strengthening Career and Technical Education for the 21st Century Act), or its successor.
- Partnership Academies Program.
- Agricultural Career Technical Education Incentive Grant.
- Community College Strong Workforce Program (SWP) that directly serves K–12 pupils (i.e., dual enrollment, early college credit).
- California Adult Education Programs (CAEP)
- Business, industry, philanthropic sources that will directly support the program.
- Dual Enrollment Opportunity Grants
- Any other source, except those described below.

The match may NOT include funding from any of the following:

- California Career Technical Education Incentive Grant Program (CTEIG).
- Career Technical Education Facilities Program Grant.
- Public School Facilities Bond (Proposition 51).
- The same local match that is being used for a California Career Technical Education Incentive Grant.
- The same local match that is being used for another concurrent K12 SWP grant/application.

H. APPLICATION DETAILS

a) Application Due Date

The K12 SWP application, the required forms, and all supporting documents must be submitted and certified via the NOVA reporting system on or before **Friday, October 11, 2024 by 5:00 PM**, at which time the application system will close. **Only applications**

submitted via the NOVA reporting system will be accepted.

b) Application Review

Each application will be read and scored by a minimum of three trained reviewers from the regional K12 Selection Committee formed by the Regional Consortium in the region in which the applicant is applying. **Application reviews will occur from October 14, 2024 through November 22, 2024.**

The K12 Selection Committee can take a variety of factors into consideration in making their funding decisions and are not required to fund the highest scoring applications that are determined not to align with the regional plans and/or do not meet regional economic needs (Education Code, Sections 88821 and 88830).

The K12 Selection Committee reserves the right to adjust the funding amount to align with the proposed scope of work in the application. The K12 Selection Committee may, at its discretion, award less than the amounts requested, based on review of the application and the committee's responsibility to ensure a portfolio of awards that best meets the needs of the region's economy and the intention of the legislation. When determining grant recipients under the K-12 component of the Strong Workforce Program, the K12 Selection Committee shall consider past performance of grantees before awarding additional funds to those reapplying for grants (Education Code, Section 88830(a)).

For information on scoring, application format, and instructions, please see "Section II: Instructions for Preparing and Submitting the K12 SWP Application."

c) Allowable and Non-Allowable Activities and Costs

Budgets for the use of grant funds will be reviewed and scored as part of the application process. Budgets without descriptions and/or that include items deemed non-allowable, excessive, or inappropriate will receive a lower score or may not be funded by the Selection Committee. Program funds are for direct services to the project only and are intended to supplement, not supplant, existing investments. Applicants should refer to the Strong Workforce Program (Education Code, Sections 88820-88833) and "Appendix C: Guidelines, Definitions, and Allowable Expenditures" to determine specific allowable and non-allowable activities and costs.

d) Administrative Indirect Cost Rate

An LEA may take a maximum of 4% administrative indirect costs for the term of the grant. This is the approved rate set by the Chancellor's Office.

e) Incomplete and Late Applications

Incomplete or late applications will not be considered. The Chancellor's Office and K12 Selection Committees reserve the right to reject any and all applications received prior to scoring should the following occur:

- ❖ The application is not received and certified via submission through the NOVA reporting system by **5:00 PM on Friday, October 11th**. NOVA will not accept applications after the deadline.
- ❖ The budget exceeds the maximum amount allowed as specified in the Request for Application instructions.
- ❖ The application does not meet the match requirement funding levels and/or indicates that the match comes from non-allowable sources.

f) Performance Period

Successfully awarded project applications will be funded from January 1, 2025 to June 30, 2027. There will be no extensions to the performance period.

I. CALENDAR OF KEY DATES FOR K12 SWP GRANT CYCLE

Table 3. Calendar of Key Dates for K12 SWP Grant Cycle

Date	Event
August 19, 2024	K12 SWP Application Released/NOVA platform opens
TBD	NOVA Platform training posted to Chancellor's Office Website
August 28, 2024	Live Bidder's Conference
September 13, 2024	Questions Submission deadline to K12SWP@CCCCO.edu
October 4, 2024	Regional Engagement Information Sessions conclude
October 11, 2024	K12 SWP Applications due in NOVA system

Date	Event
November 22, 2024	K12 Selection Committees review period concludes
November 22, 2024	K12 SWP preliminary awards announced by Regional Consortium
December 13, 2024	Round 7 Appeals due to SWP Regional Consortium
December 20, 2024	SWP Regional Consortia communicate intent to award funds to LEAs
January 2025	Regional Consortia initiate subcontract process
January 1, 2025	K12 SWP project term begins
June 30, 2027	K12 SWP project term ends

J. TECHNICAL ASSISTANCE

Bidder's Conference Webinar. The Chancellor's Office staff will host an informational Bidder's Conference Webinar to provide an overview of the project submission process. The webinar is scheduled for August 28th and will also be posted on the [K12 Strong Workforce Program](#) webpage.

Date and Time: Wednesday, August 28, 2024 1:30 PM

[Register for the K12 SWP Bidder's Conference](#)

K12 Pathway Coordinators (K12 PCs) are available for all LEAs within each Community College District service area and their contact information can be found on the [K12 Strong Workforce Program](#) webpage. In addition, K14 Technical Assistance Providers (K14 TAPs) are available for each region (please see table below).

Table 4. K14 Technical Assistance Providers

Region	K14 TAPs	EmailAddress
Bay Area	Dr. Sharon Turner	TurnerSharon@FHDA.edu
Central/Mother Lode	Dr. Octavio Patino	Octavio.Patino@KCCD.edu
Inland Empire/Desert	Dr. Crystal Nasio	Crystal.Nasio@RCCD.edu
Los Angeles	Dr. Linda Bermudez	LBermudez7@Pasadena.edu
North/Far North	Tanya Meyer	TMeyer@FRC.edu
Orange County	Michael Sacoto	Sacoto_Michael@RSCCD.edu
San Diego/Imperial	Leslie Wisdom	Leslie.Wisdom@GCCCD.edu
South Central Coast	Dr. Giselle Bice	Giselle.Bice@Canyons.edu

K. RFA CLARIFICATION

If any ambiguity, conflict, discrepancy, omission, or other error in this RFA is discovered, immediately notify the Chancellor's Office of the error and request a written modification or clarification of the document. Insofar as practical, the Chancellor's Office will give such notice to other interested parties, but the Chancellor's Office shall not be responsible for failure to do so.

Written questions concerning the specifications and instructions in this Request for Applications must be submitted by email to K12SWP@CCCCO.edu **no later than 5:00 PM on Friday, September 13th**. Questions received will be addressed on the Frequently Asked Questions section of the [K12 Strong Workforce Program](#) webpage.

Following the question deadline of **Friday, September 13th**, only technical questions (e.g., questions about accessing the NOVA system, logistical challenges using NOVA or the K12 SWP online application, etc.) will be answered. No response will be provided to content questions submitted to K12SWP@CCCCO.edu after that date.

L. APPEALS PROCESS

Applicants who wish to appeal a grant award decision must submit a letter of appeal to the Regional Consortium for the region in which the application was submitted. **The Regional Consortium must receive the letter of appeal, with a signature by the authorized person, by 5:00 PM Friday, December 13th.** Only e-mailed letters will be accepted. **The final decision of the submitted appeals will be provided in writing by December 20th.**

Appeals shall be limited to the grounds that the K12 Selection Committee failed to correctly follow the specified processes for reviewing the application. The appellant must file a full and complete written appeal, including the issue(s) in dispute, the legal authority or other basis for the appeal position and the remedy sought. Incomplete or late appeals will not be considered. The appellant may not supply any new information that was not contained in the original application. The regional K12 Selection Committee has discretion to award an amount less than the requested amount based on an applicant's work plan, budget, number of students and/or teachers served as well as based on the committee's responsibility to ensure a portfolio of awards that best meets the needs of the region's economy and the intention of the legislation.

Appeals should be submitted to the Regional Consortium at the following email addresses:

Table 5. Contact Information for Regional Chairs

Region	Regional Chair	EmailAddress
Bay Area	Rock Pfothenhauer	Rock@BACCC.net
Central/Mother Lode	Dr. Trudy Gerald	Trudy.Gerald@KCCD.edu
Inland Empire/Desert	Dr. Crystal Nasio	Crystal.Nasio@RCCD.edu
Los Angeles	Dr. Narineh Makijan	NMakijan@Pasadena.edu
North/Far North	Blaine Smith	SmithBl@Butte.edu
Orange County	Adrienne Davis	Davis_Adriene@RSCCD.edu
San Diego/Imperial	Danene Brown	Danene.Brown@GCCCD.edu
South Central Coast	Holly Nolan Chavez	HChavez@VCCCD.edu

SECTION II: INSTRUCTIONS FOR PREPARING AND SUBMITTING THE K12 SWP APPLICATION

A. CREATING A NOVA ACCOUNT/ACCESSING YOUR NOVA ACCOUNT

The K12 SWP Application is housed in the Chancellor’s Office NOVA system. NOVA allows users to plan, invest, and track their investments across different programs.

If you are a new user, visit the [Request Access to NOVA](#) webpage to create an account or if you are a returning user, you can access your existing [NOVA Account](#) here.

B. NOVA TECHNICAL ASSISTANCE

NOVA Platform Applicant Training Webinar. The Chancellor’s Office staff will provide a training video on using the NOVA online application platform. The training video will be pre-recorded and posted on the [K12 SWP website](#). For questions related to the NOVA system that are not addressed in the webinar, please contact K12SWP@CCCCO.edu.

Training Video Posting Date: TBD

C. SUBMITTING THE K12 SWP APPLICATION

Once you create a NOVA account, you can submit an application. In NOVA, go to the sidebar menu; click “Programs,” then “K12 SWP,” and “Applications.” Click “Create New Application” button to begin.

D. APPLICATION FORMAT AND INSTRUCTIONS

The following instructions describe the content and format of the application. Only applications submitted via the NOVA system will be accepted. In order to receive the highest possible score and to prevent disqualification, the application instructions in NOVA must be followed, all questions must be answered, and all requested information must be supplied. Applicants may be required to make adjustments in the budget, work plan, or other aspects of the application prior to distribution of funds.

Grant applications are scored based on a 101-point scale as indicated in the list provided below. New K12 SWP applicants, applications proposing new CTE pathways in specific sectors, and applicants that will focus on early college credit and/or youth apprenticeship are eligible to receive up to 9 additional points. Please note that these 9 points are in addition to the 101 points.

A minimum average score of 75 must be obtained during the review process, which includes multiple readers and scoring rubrics, to be considered for funding.

Table 6. Application Sections

Application Section	Maximum Points
1. Pathway Identification	Not Scored/Required
2. Lead Local Education Agency (LEA)	Not Scored/Required
3. K–12 Partner Agencies (LEA)	Not Scored/Optional
4. Higher Education Partners	Not Scored/Required
5. Collaborative Partners	Not Scored/Optional
6. Problem Statement and Project Objectives	40 Points
7. Positive Considerations	20 Points
8. Industry Sectors and Pathways	Not Scored/Required
9. Project Work Plan	40 points
10. Budget	10 points
11. Assurances	Not Scored/Required
12. Supporting Documentation	Not Scored/Required

(1) Pathway Identification (Maximum Points: Not Scored/Required)

- (a) Project Title.
- (b) CTEIG Award: Please indicate whether your organization was awarded CTEIG funds in 2023-24.

(2) Lead Local Education Agency (LEA) (Maximum Points: Not Scored/ Required)

- (a) Lead LEA Type: Select the Agency Type from the drop-down list. The Lead Agency/fiscal agent on the application must be one of the following eligible

LEAs: school district, county office of education, direct-funded charter school, or ROC/P operated by a joint powers' authority or county office of education. If applying as an ROC/P based at a county office of education, be sure to select the appropriate ROC/P option.

- (b) Lead LEA: Select the LEA that will serve as the Lead Agency for this proposed grant project. If the agency cannot be found or if the information is inaccurate, please contact the K12 SWP help desk by clicking the link in the instructions. (Address and ADA for Lead LEA are auto-populated by NOVA.)
- (c) Lead LEA Primary Contact: Please identify the individual who will serve as Primary Contact for this proposed grant project. Include name, phone, and email. If applicable, include Lead LEA Reporting Designee.

Project Lead Alternate: Please Identify the individual who will serve as the alternate lead contact for this proposed grant project. Include name, phone, and email.

Note: NOVA Permissions are set as follows:

- **Project Lead:** Please designate one individual to be the first point of contact for the entire project. The Project Lead is the accountable party for the project.
 - Permissions include:
 - submitting and editing the project application
 - submitting and editing project plan budgets and contacts
 - submitting and editing progress and expenditure reports
- **Project Lead Alternate(s):** Multiple individuals can be assigned to this role. The Alternate(s) will not be the first point of contact and will not have the same permissions as the Project Lead. Communication through the NOVA system will only be received by the Project Lead.
 - Permissions include:
 - submitting and editing the project application
- **Project Contributor & Reporter:** Multiple individuals can be assigned to this role. The Project Contributor & Reporter can contribute to the application but cannot submit. This is the role that should be provided to anybody that is not a lead but is a delegate of the lead.
 - Permissions are limited to:
 - submitting and editing expenditure reports

- **Project Viewer:** Multiple individuals can be assigned to this role. The role of Project Viewer is for information purposes only. Permissions are limited to view only.

Note: K12 SWP Lead LEAs must:

- **Agree to the Statements of Assurance (in NOVA),**
- **Ensure all required Progress and Fiscal and data reports are submitted on behalf of all K–12 Partner Agencies,**
- **Have an invoice process for all K–12 Partner Agencies (sub-grantees), and**
- **Share K12 SWP-relevant communications and information with all partners.**

Any LEA not in compliance may be ineligible for future K12 SWP funding.

- (a) Participating Schools: Enter each of the lead LEA's school(s) that are participating in the proposed grant project.
- (b) Proposed Grant Project Region: Select the region in which you are applying. The LEA shall be located in and offer instruction within the geographical boundaries of the region from which it is applying for funds. LEAs that offer site-based instruction in multiple regions should apply within the region where the participating site is located. LEAs that offer primarily online/virtual instruction may apply only in the region within which its chartering district is located. Per CDE, district is defined where the CDS code is registered.
- (c) Recurring Investments: Applicants who were awarded funds as a Lead or K– 12 Partner Agency will need to include information on prior awards including a brief description of efforts K12 SWP awarded funds have supported to date. Select the K12 SWP project that is similar in scope to this project application and identify how this proposed project is scaling the previously funded project.

(3) K-12 Partner Agencies (Local Education Agency: LEA) (Maximum Points: Not Scored/Optional)

For each K-12 Partner Agency provide:

- (a) K-12 Partner Agency Type from the drop-down list.
- (b) K-12 Partner Agency: Select the K-12 Partner Agency for this proposed grant project. (Address and ADA for K-12 Partner Agency are auto-populated by NOVA.)

Note: If the ADA for a K-12 Partner Agency is included in the application, that K-12 Partner Agency must:

- **Receive K12 SWP awarded funds or services, and**
- **Submit all required K12 SWP Progress, Fiscal, and data reports.**

Note: Per Education Code, Section 88830, the Chancellor's Office will verify that required course data files have been submitted to the Department of Education. Currently, the Chancellor's Office is enhancing the data reporting tools and developing a comprehensive solution to manage the data upload process. More details will be shared in the coming months and technical assistance will be provided for the new data tool process.

Any K12 SWP LEA not in compliance may be ineligible for future K12 SWP funding.

- (a) K-12 Partner Agency Primary Contact: Please identify the individual who will serve as Primary Contact. Include name, phone, and email. (Contact information must be provided for each K-12 Partner Agency.)
- (b) K-12 Participating Schools: Enter each of the partner LEA's K-12 schools that are participating in the proposed grant project.

(4) Higher Education Partner(s) (Maximum Points: Not Scored/Required)

For each Higher Education Partner provide:

- (a) CCC Partner: Select the CCC/CCD Partner for this proposed grant project. (Address for CCC Partner(s) is auto-populated by NOVA.)

Note: K12 SWP requires an intersegmental partnership between the K-12 system and at least one California community college (CCC) or California community college district (CCD).

- (b) CCC Primary Contact: Please identify the individual, **preferably a Career Education Dean**, who will serve as Primary Contact for this college's participation in the proposed grant project. Include name, phone, and email. (Contact information must be provided for each Partner.)
- (c) (OPTIONAL) Additional Higher Education Partner(s): If applicable, select additional higher education partners participating in the proposed grant project. Additional higher education partners may include four-year colleges, including California State Universities, Universities of California, and private colleges.

(5) Collaborative Partners (Maximum Points: Not Scored/Optional)

For each Collaborative Partner provide:

- (a) Collaborative Partner: List the Collaborative Partner name and identify partner type and their proposed role for this proposed grant project. Include name, phone, and email. (Contact information must be provided for each Partner.)

Collaborative Partner(s) Types include: Businesses, community organizations, industry organizations, philanthropic organizations, workforce development agencies, and government agencies, K12 agencies not receiving funds or services, among others.

Collaborative Partner Roles include: Fiscal/financial contribution, partnership and subject-matter expertise, curriculum development/alignment, work-based learning experiences for students, and externship experience for educators and administrators, among others.

(6) Problem Statement and Project Objectives (Maximum Points: 40)

- (a) **Problem Statement** (Maximum Points: 20 points)

Provide a brief Problem Statement that is concise, clear, and evidence-based, supporting the problem or need that this K12 SWP project will address.

Problem Statement should:

1. Using your region's Strong Workforce Program Regional Plan and your region's Labor Market Information, explain the problem this grant project is trying to solve. (2500 characters maximum)
2. Identify the sector/industry challenges or needs this grant project will address with the local/regional sector/industry data that supports the stated challenges or needs, including information about the wage rate and demand for skilled workers. (2500 characters maximum)
3. Identify the need or opportunity to create alignment with your Community College partner(s) that the K12 SWP project will address. (2500 characters maximum)
4. Provide data that identifies equity gaps on how student subgroups (e.g., race, gender, socioeconomics, unduplicated) access, experience opportunities, and complete high school coursework that are aligned to high-potential CTE programs at disproportionate rates. Specifically, include evidence from demographic, enrollment and completion data to substantiate the targeted student population to be served. (2500 characters maximum)

(b) Project Objectives (Maximum Points: 20 points)

Provide clear, concrete Project Objectives which this project aims to achieve, to address the issues identified in the Problem Statement. Include how the LEA(s) plan(s) to use K12 SWP funds to meet the objectives. Avoid statements of lofty goals.

Project Objectives should:

1. Identify measurable outcomes for this project that align career pathways/programs to community college programs AND lead to high-wage, high-demand career opportunities. (2500 characters maximum)
2. Describe the efforts your project will include that will close equity gaps by improving access to and completion of high-skill/high-wage CTE opportunities for disproportionately impacted students. Include student services that are designed to intentionally improve outreach and increase targeted academic supports, such as tutoring, mentoring by professionals and work-based learning. (2500 characters maximum)

3. How do your objectives respond to the needs described in the Problem Statement? (2500 characters maximum)
4. How are your objectives informed by and aligned with the region's Strong Workforce Program Plan and the region's Labor Market Information provided by the region's Centers of Excellence. (2500 characters maximum)

(7) Positive Considerations (Maximum Points: 20)

1. Area of Substantial Unemployment: System will display if the Lead LEA and/or Partner LEAs are located in a county considered an Area of Substantial Unemployment defined as at or above 4.8%.⁴
2. Rural School Districts: System will display if the Lead LEA and/or Partner LEAs operate within rural school districts.
3. Dropout Rate: Indicate whether the proposed CTE program(s) serves student subgroups that have a dropout rate higher than the state dropout rate.
4. Unduplicated Pupils: Indicate whether the proposed CTE program(s) serves the following unduplicated pupils: English learners, students who qualify for free or reduced-price meals, or students who are designated foster youth (Education Code, Section 42238.02).
5. Special Populations: Indicate whether the proposed CTE program(s) serves K–12 students that are defined as special populations per Perkins V.
6. New Pathways: Indicate whether this grant project will include one or more new CTE pathways aligned to the Vision 2030: STEM, Health, Education & Early Childhood, AND/OR Climate Sustainability.
7. New K12 SWP Applicant: Indicate whether the Lead and/or any K–12 Partner Agency has been awarded K12 SWP awards as a Lead or K–12 Partner Agency on any prior round of funding.
8. Alignment to Vision 2030 & Governor's Roadmap: Indicate if the proposed project will focus on early college credit, youth apprenticeship/pre-

⁴ California Workforce Innovation and Opportunity Act (2019-20); Employment Development Department, Labor Market Division, Civilian Unemployment Rate (2023)

apprenticeship, and/or Artificial Intelligence (AI) Literacy.

(8) Industry Sectors and Pathways (Maximum Points: Not Scored/Required)

- (a) Please select the appropriate Industry Sectors you plan to target. The California Department of Education Industry Sectors are cross walked with the California Community Colleges. When you select the appropriate CDE sector(s), the associated sector(s) will automatically populate.
- (b) Proposed grant project. Select the pathway(s) to be included in the grant project. At least one pathway must be selected.
- (c) Identify the design purpose for each Pathways/Programs involved in the project.
- Create a new High School Pathway(s)
 - Expand and/or Scale existing High School Pathway(s)
 - Implement work across Industry Sectors (i.e. WBL across sectors, career exploration across sectors, student supports across sectors)
 - Middle School Career Exploration

It is acceptable for a project's scope of work to focus on only one design purpose.

(9) Project Work Plan (Maximum Points: 40)

(a) K14 Pathway Quality Strategies

Please identify which of the following four K14 Pathway Quality Strategies (Strategies) will be addressed by the proposed grant project work.

- Curriculum and Instruction
- College and Career Exploration
- Postsecondary Transition
- Work-Based Learning

It is acceptable for the proposed work to focus on only one Strategy. Your application will be scored on only the applicable Strategy(ies) selected.

(b) Project Work Plan

The proposed grant project Work Plan is a requirement of the application. Use the project Work Plan to describe the activities and strategies that will be implemented to address the problem identified in the Problem Statement and to achieve the Project Objectives.

For each K14 Pathway Quality Strategy identified earlier in the application as the focus of this work (i.e., Curriculum and Instruction, College and Career Exploration, Postsecondary Transition, Work-Based Learning), describe the work and expected measurable outcomes.

Items 1 and 2 below will be answered for *each* strategy selected:

1. Describe work and project activities to be funded by K12 SWP. Use a thorough and coherent approach that illustrates how the activities will align with the **Problem Statement** and achieve the stated **Project Objectives**.
2. Describe and provide a list of expected measurable outcomes. What changes will occur because of the work and activities put into place with this grant? What improvements will be made? Examples may include increases in CTE enrollments, CTE completers, CTE completers' graduation rate, CTE completers with early college credit/WBL/industry certifications (could reference other metrics from K12 SWP dashboard).

Items 3, 4, & 5 below will be answered ***only once*** regardless of the number of strategies selected.

3. Identify partner roles and responsibilities. Include description of what each K12 partner, community college, and/or employer partner, etc. will contribute to the project.
4. Identify the total number of students (unduplicated headcount) and/or teachers to be served and describe the way they will be impacted by each strategy. Provide justification for requested funds and address plans for sustainability. (Return on Investment)
5. Describe the student supports activities designed to improve access to and completion of high-skill/high-wage CTE opportunities for **disproportionately impacted students**. Include support that are designed to intentionally improve outreach and increase targeted academic supports, such as tutoring, mentoring

by professionals, and work-based learning.

Note: A work plan practice template, scoring rubrics, and additional resources can be downloaded from the [K12 Strong Workforce Program](#) website.

Review the K12 SWP Scoring Rubric to ensure that your Work Plan addresses each item that will contribute to the overall work plan score. There should be alignment between each section of the work plan, the Problem Statement, and the Project Objectives.

(c) Leveraging other CTE Funds to Support this Work.

Identify the additional funding sources that will support this work. Check all that apply.

- LCFF (Local Control Funding Formula) (general funds)
- Perkins V (Strengthening Career and Technical Education for the 21st Century Act)
- CTEIG (California Technical Education Incentive Grant)
- Agricultural Career Technical Education Incentive Grant
- CTEFP (Career Technical Education Facilities Program/Prop 51)
- CPA (California Partnership Academies grants)
- SSP (Specialized Secondary Programs grant)
- Community College SWP (Strong Workforce Program)
- Other:_____

(10) Budget (Maximum Points: 10)

Budget: Each Lead LEA and K–12 Partner Agency (if applicable) must prepare a budget by object code, provide descriptions, and identify the source and provide a description of match funds. **The budget narratives should align with the Work Plan.**

- (a) Use the Budget and Match template as a planning tool from which information can be copied and entered into NOVA.
- (b) Include how the grant funds will be distributed for each Lead Agency and K–12 Partner Agency for each fiscal year the proposed work will span. The template allows for expenditures in object codes 1000–7000, as follows:

- 1000 - Certificated Salaries: Certificated CTE teacher salaries
- 2000 - Classified Salaries: Classified salaries associated with CTE programs
- 3000 - Employee Benefits: Benefits associated with included salaries
- 4000 - Books and Supplies
- 5000 - Services and Other Operating Expenditures
- 6000 - Capital Outlay: Equipment purchases over \$5,000
- 7000 - Indirect Costs at a rate of 4%

Only those expenses related to the CTE courses, pathways, and programs included in this project should be included in the project budget.

The total budget will populate based on the amounts entered. *This is not a guarantee of being funded the requested amount.*

Please see “Section I: General Information” as well as “Appendix C: Guidelines, Definitions, and Allowable Expenditures” for information about allowable costs and administrative indirect cost rates.

Remember: Financial match must *directly* support and benefit the project proposed in the grant.

(11) Assurances

A duly authorized representative for the Lead LEA should review all assurances, certifications, and terms and conditions to be familiar with the grant expectations. Please upload the Statement of Assurance form into NOVA for the Lead LEA and all K-12 Partner Agencies attesting that the Proposed Grant Project is:

- In compliance with K12 SWP legislation (Education Code, Section 88827-88828(c)(8)(C)):
 - All partners will report outcomes and financials in the NOVA and Chancellor’s Office data reporting tools.
- Aligned with the district(s)/partner district(s) 2023-24 [Local Control and Accountability Plan \(LCAP\)](#).
- Informed by, aligned with and expands upon the region’s Regional Plan and planning efforts occurring through the Strong Workforce Program.

- Informed by Labor Market Information and regional priorities.
- Staffed by skilled teachers or faculty and provides professional development opportunities for those teachers or faculty members.

Additionally, attest that the Lead LEA and K-12 Partner Agencies will:

- Report data that can be used by policymakers, LEAs, community college districts, and their regional partners to support and evaluate the program, including, to the extent possible, demographic data used to evaluate progress in closing equity gaps in program access and completion and earnings of underserved demographic groups.

(12) Supporting Documentation

Applicants **must** upload the following documents:

- A signed agreement (Statement of Assurance) with each K-12 Partner Agency whose ADA is included on the application as the students served and
- A signed letter of commitment from community college partner(s) detailing the intended collaborative work. Letter should include specifics from the grant project application. See template for guidance.

Do not upload any other types of documents, as they will not be reviewed or factored in the scoring process.

E. DOWNLOADABLE APPLICATION TOOLS

For your convenience, the required application materials, scoring rubrics, and practice templates are available and downloadable. The below referenced application tools and resources can be downloaded from the [K12 Strong Workforce Program](#) website.

- a. Project [Work Plan Practice Template](#)
- b. Project [Problem Statement and Project Objectives Examples](#)
- c. Project [Budget and Match Template](#)
- d. Project [Budget and Match Example](#)
- e. Project [Scoring Rubrics](#)
- f. [Community College Partnership Letter of Commitment Template](#)
- g. [Statement of Assurance](#)

APPENDIX A: GRANTEE REQUIREMENTS AND GUIDELINES

A. ALIGNMENT WITH GUIDING POLICY PRINCIPLES TO SUPPORT K-14+ PATHWAYS

The California Workforce Pathways Joint Advisory Committee (CWPJAC) developed the Guiding Policy Principles to Support K-14+ Pathways to help prioritize a policy pivot towards purposeful integration of the student experience across systems and into college and career, while addressing industry workforce needs. The CWPJAC recommends incorporating the following Guiding Policy Principles in K12 SWP implementation:

- ❖ **Focus on a Student-Centered Delivery of Services** for all K-14+ college and career pathways, which accommodates multiple entry points to facilitate students' needs to build their skills as they progress along a continuum of education and training or advance in a sector-specific occupation or industry.
- ❖ **Promote Equity and Access** by eliminating institutional barriers and achievement gaps for all students to realize their educational and career aspirations.
- ❖ **Achieve System Alignment** in the economic regions of the state in order to create a comprehensive and well-defined system of articulation of high-quality K-14+ pathway courses (i.e., both in-person and online) and work-based learning opportunities with a specific emphasis on career technical education. Bring greater coherence to programming, common use of terminology, appropriate data collection and sharing and attainment of student outcomes in a timely way that lead to upward mobility in California's industry sectors.
- ❖ **Support the Continuous Improvement and Capacity Building** at all levels and components to ensure smooth transitions in the system and focus efforts on implementation of state standards, attainment of student outcomes and a strengthening of California's regional economies.

B. LEVERAGING PARTNERSHIPS AND CTE FUNDING SOURCES

(a) Examples of Leveraging SWP at Partnering Community Colleges

Following are a few examples of how LEAs can leverage a partnering community college's existing SWP efforts.

- ❖ The partnering community college offers dual enrollment and articulated courses as part of K–14 CTE pathways so that high school students can earn early college credit and enter college CTE programs with advanced standing.
- ❖ The partnering community college can share course syllabi and collaborate with K-12 to create vertical alignment in CTE pathways.
- ❖ The partnering community college counselors and the K–12 counselors collaborate so that students stay on their chosen pathway as they transition from secondary to postsecondary education.
- ❖ The partnering community college has an SWP-funded CTE coordinator, who is responsible for outreach and marketing of CTE programs, including promoting the K–14 pathways at secondary schools and ROCs. The CTE coordinator can host open houses, provide college tours, speak to high school students and their parents, and share marketing collateral with the high school community.
- ❖ The partnering community college offers its college students apprenticeships and work-based learning opportunities through its relationships with industry. Additional work-based learning opportunities for high school CTE pathways can be established with the same industry organizations.

(b) Working Norms for Intersegmental Partnerships

Providing students with a seamless CTE pathway from K–12 through postsecondary education is a central component of the K12 SWP objectives. To support intersegmental partnerships between K–12 LEAs, institutions of higher education and Collaborative Partners, the CWPJAC recommends these working norms in building student-centered, high-quality, K–14 college and career pathways:

1. Frequent, open, and intentional communication between educational agencies, workforce agencies and employers.
2. A mindset shift from insular to coordination of planning and from independent to interdependent implementation of systems to make better use of and maximize scarce public funds.
3. A continual scan for opportunities to leverage, build upon, and/or replicate effective models and practices in order to benefit from the scale of the state.
4. An understanding of the existing eco-system as a basis to build a new culture for our institutions and incentivize behaviors and relationships.

5. Ongoing alliances through sustained funding and mutual agreements in order to “stay the course” despite governance changes.
6. A commitment to the work to create stability and sustainability of the K–14+ college and career pathway system.

C. LEVERAGING MULTIPLE CTE FUNDING SOURCES

LEAs are expected to support their CTE programs and pathways primarily through funds from the Local Control Funding Formula (LCFF), ensuring that the programs and pathways are integral to the LEAs’ programs of study. K12 SWP is intended to assist LEAs in building their capacity to leverage funds from their LCFF and other possible Federal and State CTE funding sources—such as Perkins V and CTEIG—to build strong pathway programs. In doing so, LEAs are demonstrating a commitment to improve CTE opportunities for students through high-quality programs and pathways.

Following is an example of how LEAs can leverage funding sources.

A high school plans to expand its CTE program, and it strategically leverages its different funding sources: Funds from LCFF are budgeted for the hiring of a new CTE teacher; CTEIG funds support professional development and the purchase of new equipment; Perkins V funds support student services for special populations and increased recruitment of such students; while K12 SWP funds support modifying the “A-G” curriculum with an industry focus on career pathways and skills, building connections with its local community college to provide dual enrollment courses and establishing work-based learning opportunities with local businesses.

D. PROGRAM OUTCOME MEASURES

The long-term measures of success for the K12 SWP are the students completing high school, transitioning successfully into an aligned postsecondary program, graduating with a degree or credential in a high-demand field and securing employment successfully. The K12 SWP Metrics are designed to measure student-level outcomes from K–12 to postsecondary education and employment. Only four metrics measure K–12 student-level outcomes, while the remaining metrics apply to postsecondary student-level outcomes and employment outcomes.

The K12 SWP Metrics that measure **K–12 student-level outcomes**:

- Completed 2+ CTE courses in high school in the same program of study.
- Completed 2+ CTE courses in high school in the same program of study that include early college credit, work-based learning, or third-party certification.

- Graduated high school.
- Enrolled in a CA Community College within one year of leaving secondary school.

The K12 SWP Metrics that measure **postsecondary student-level outcomes**:

- Entered registered apprenticeship after participation in high school pre- apprenticeship program.
- Enrolled in another form of job training (other than CA Community College).
- Completed 9+ CTE units in the first year of CA Community College.
- Attained a CA Community College certificate/degree or journey-level status.
- Transferred to a four-year institution after exiting CA Community College.

The K12 SWP Metrics that measure **employment student-level outcomes**:

- Employed in a job closely related to field of study after exiting CA Community College.
- Median annual earnings of students after exiting CA Community College.

E. REPORTING REQUIREMENTS

a) Program Outcome Measures Reporting

****As a K12 SWP grant recipient, LEAs must collect extra data elements in addition to those required by CDE.** The K12 SWP grant recipients (both Lead and K–12 Partner Agencies) must submit the required end-of-the-year files by November 1, immediately following the fiscal year for which data are being reported.

****NOTE: Currently, the Chancellor’s Office is enhancing the data reporting tools and developing a comprehensive solution to manage the data upload process. More details will be shared in the coming months and technical assistance will be provided for the new data tool process.**

Grant recipients must also notify their region’s K–14 Technical Assistance Provider that data has been reported by the due date. The Regional Consortium may end contracts and grants from grantees that do not provide the required outcomes-based data.

b) Progress and Fiscal Reporting (see Table 7 for details)

To ensure the successful implementation of the K12 SWP, grant recipients are required to submit:

- four (4) Progress and Expenditure Reports via the NOVA Reporting System
- one (1) Final Report - K12 Expenditure Report and Outcomes via the NOVA Reporting System.

The required reports demonstrate that grant recipients have met the dollar-for-dollar match requirement and are providing program deliverables using the K12 SWP funds pursuant to Education Code, Section 88828. **It is the responsibility of the lead LEA** to ensure that all K–12 Partner Agencies on the project submit mid-year progress and expenditure reports either on their own or to the lead LEA to submit on their behalf. Failure to submit required reports or evidence that deliverables have been met could result in the loss and/or remittance of all awarded funds.

The following reports are to be submitted by the due dates indicated. Extensions of reporting deadlines may be made with the approval of the Regional Consortium. Due dates are subject to change, pending announcement from the CA Community College Chancellor’s Office.

Table 7. K12 SWP Progress and Expenditure Report Due Dates

Date	Reports Due	Reporting System	Time Period
August 29, 2025	First Progress and Expenditure Report	NOVA	January 2025 through June 2025
February 27, 2026	Second Progress and Expenditure Report	NOVA	July 2025 through December 2025
August 31, 2026	Third Progress and Expenditure Report	NOVA	January 2026 through June 2026
February 26, 2027	Fourth Progress and Expenditure Report	NOVA	July 2026 through December 2026
September 30, 2027	Final K12 SWP Expenditure Report and Outcomes	NOVA	January 2027 through June 2027
November 1, 2025	Annual Course Data Report	TBD	January 2025 through June 2025

Date	Reports Due	Reporting System	Time Period
November 1, 2026	Annual Course Data Report	TBD	July 2026 through June 2026
November 1, 2026	Annual Course Data Report	TBD	July 2026 through June 2027

APPENDIX B: APPENDIX PROGRAM-SPECIFIC LEGAL TERMS, AND CONDITIONS

A. COST AND PAYMENTS

In consideration of satisfactory performance of the services described in the Grantee's application, the applicable Strong Workforce Program Career Technical Education Regional Consortium (hereinafter Regional Consortium) agrees to pay the Grantee a total amount not to exceed the "Grant Funds" amount stated on the fully executed Grant Agreement. Payment should be made as follows:

Beginning in 2021, an advance payment of 70% of the total amount of this Grant Agreement will be paid, upon receipt of an invoice, after the Grant Agreement is fully executed.

Grantee may request progress payment(s) up to 20% of the total amount of this Grant Agreement upon submission of an invoice and accompanying documentation as required by the Regional Consortium and completion of all reports due at the time the invoice is submitted. Payment of the final 10% will be made upon receipt of an invoice and accompanying documentation as required by the Regional Consortium, and review and approval by the Regional Consortium of expenditure/progress reports and the final report.

B. WORK TO BE PERFORMED

The Grantee shall complete the tasks described in the Grantee's application and funds shall be expended in compliance with the requirements for the funding source and Grant Agreement with the Regional Consortium.

C. MODIFICATION/BUDGET CHANGES

Grantee may request modifications to the work to be performed. **All such requests must be submitted in writing to the Regional Consortium prior to the modification being made.** The Regional Consortium may require that a Grant Amendment be processed if the Regional Consortium determines that the change would materially affect the project outcomes or the term of this Grant Agreement.

Grantee may make changes to any budget category amounts up to 10% of the total award amount per line item without the approval of the Regional Consortia so long as budget categories are not added or deleted, the total dollar amount of the Grant Agreement is not affected, and the

outcomes of the Grant Agreement will not be materially affected. Grantee may add or delete budget categories subject to the prior approval of the Regional Consortium.

Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant Agreement is materially affected. The process for requesting and approving grant amendments are determined by the Regional Consortium. Budget changes or amendments are subject to applicable program limitations and require approval of the Regional Consortium. No extensions to the performance period will be granted.

Grantees are required to fully expend their grants by the end of the expenditure period. If a grantee projects that they will be unable to do so, they should contact the Regional Consortium and arrange to have their grant reduced to a level which the grantee is confident can be fully spent within the expenditure period. **If a Regional Consortium has reason to question whether a grantee can fully expend their grant within the expenditure period, it may request that the grantee provide evidence that it will be able to do so.**

D. ASSURANCES, CERTIFICATES, TERMS, AND CONDITIONS

Assurances, certifications, terms, and conditions are requirements of applicants and grantees as a condition of receiving funds. The certified K12 SWP application is a commitment to comply with the assurances, certifications, and terms and conditions associated with the grant as described in the K12 SWP Request for Applications and K12 SWP legislation (Education Code, Sections 88820-88833).

As a condition of receiving funds, funded applicants shall do the following:

- Enter into a grant agreement with the applicable Strong Workforce Program Regional Consortium that may include terms and conditions provided by the Chancellor's Office and the applicable Regional Consortium.
- Certify that all identified partners are aware of this grant application and agree to its submission.
- Be responsible for the performance of any services provided through funds awarded under this grant by partners, consultants, or other organizations.
- Certify to the K12 Selection Committee that grant funds received and the matching funds contributed by each local educational agency shall be used solely for the purpose of supporting the program or programs for which the grant is awarded.

- Make expenditure data on career technical education programs available for
- Purposes of determining if the grant recipients have met the matching funds requirement specified in subdivision (c) of Section 88828, and for monitoring the use of funds provided pursuant to Section 88827.
- Every year, the awarded grantees (Lead LEAs and K-12 Partner Agencies) must provide student-level data necessary to evaluate K12 SWP as required by Legislation and submit required end-of-year data files.

APPENDIX C: GUIDELINES, DEFINITIONS, AND ALLOWABLE EXPENDITURES

A. DETERMINING IF A COST IS ALLOWABLE

All allowable costs must meet three primary criteria: (1) Substantiate that the cost was necessary and reasonable for proper and effective administration of the allocations; (2) The cost must be allocable to the funding source activities; and (3) The cost must not be a general expense required to carry out the grantee overall responsibilities (not supplanting). However, even if the costs meet the prior three criteria, the costs must be approved within the statement of work/budget of the individual fiscal agent; otherwise, they are not allowable within that year without changes to the statement of work/budget. In addition, the Regional Consortium has the discretion to impose special conditions beyond the funding source that would also determine allowability of cost.

While the proposed cost is allowable under the funding source, is it also reasonable?

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

Systems that can guide this definition are necessary for the performance of the grant; following sound business practices (procurement processes, follow state and local laws, follow the terms of the grant); use of fair market prices; acting with prudence under the circumstances; and having no significant deviation from established prices.

What are the guidelines of allocable?

Allocable is defined by the dictionary as capable of being allocated or assigned. A cost is considered allocable to a particular funding source/program to the extent it actually benefits the objectives of that program. You can only charge in proportion to the value received by the funding source/program. An example would be that a Project Director works 80% on the funded program (only 80% of the salary and benefits can be charged in the grant application). Beyond this definition, allocable also means that the cost must be related to the statement of work/budget that has been approved by the Consortium.

What is supplanting?

Strong Workforce K12 funds must supplement and not supplant state or local funds. Funding may not result in a decrease in state or local funding that would have been available to conduct the activity had these funds not been received. Strong Workforce K12 funds may not free up state or local dollars for other purposes but should create or augment programs to an extent not possible without Strong Workforce K12 dollars. You must be able to demonstrate that Strong Workforce K12 funds are added to the amount of state and local funds that would, in absence of Strong Workforce K12 funds, be made available for uses specified in your plan. Allocation recipients and sub-recipients must use grant funds to provide extra goods, services, materials, staff coordination positions, etc. that would not otherwise be purchased with state, local, or other non-Strong Workforce K12 funds.

Allowable General Costs

There are permissible activities within K12 Strong Workforce Program funds. In addition, there are criteria for what can be funded while doing those activities. The following table is a synopsis of rules to determine allowability of costs. (Title 2 Code of Federal Regulations (2 CFR Parts 215 and 220)).

Table 8. Allowable and Non-Allowable Activities and Costs

Allowable	Allowable with Prior Approval	Unallowable
		Advertising and Public Relations
		Alcoholic Beverages
		Alumni Activities
		Audit Costs
		Bad Debts
		Commencement and Convocation Costs
	Communication Costs (telephone, telegrams, postage, messenger)	
Compensation for Personnel Services (salary, wages, fringe benefits)		

Allowable	Allowable with Prior Approval	Unallowable
		Contingencies
		Contributions or Donations Given or Paid Out (cash, property, services)
		Entertainment Costs ¹
Equipment ² (low value assets with a value greater than \$250 - \$4,999)		Equipment ²
		Fines and Penalties ³
		Fundraising and Investment Costs
		Gifts of Public Funds are never allowed (memorabilia, honoraria, gifts, souvenirs, etc.) ⁴
		Goods & Services for Personal Use
		Improvements ⁵
Indirect or Administrative Expenditures (<i>rate approved by the Chancellor's Office</i>)		
		Lobbying
		Losses on Other Sponsored Agreements or Contracts
Materials & Supply Costs (only those actually used for performance of sponsored agreement)		
Meetings and Conferences ⁶		
	Memberships ⁷	
Professional and Consultant Services		

Allowable	Allowable with Prior Approval	Unallowable
		Proposal Costs
Publication and Printing Costs (printing and publication costs related only to funded project activities)		
Maintenance & Repair Costs ⁸ (keeping in efficient operating condition)		Maintenance & Repair Costs ⁸ (construction, remodeling, increasing value)
		Student Expenses, Activities or Direct Services
		Selling and Marketing ⁹
Travel ¹⁰	Out-of-State Travel ¹⁰	Out-of-Country Travel ¹⁰

¹ Entertainment Costs: Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.

² Equipment: For the purposes of the K-12 SWP, equipment includes low value assets of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of the capitalization level established by the institution for financial statement purpose. **Equipment with a value higher \$5,000 must obtain prior approval before purchase from the Regional Consortia.** Any equipment requested within the K12 SWP grant will be closely scrutinized to determine purchases meet the intent of the funding and show long-term sustainability.

General Purpose Equipment – General purpose equipment furnishings, modular offices, telephone, networks, information technology equipment systems, air conditioning equipment, reproduction and printing equipment, motor vehicles, etc. are unallowable unless the awarding agency approves them in advance.

³ Fines and Penalties: Costs resulting from violations of, or failure of the institution to comply with, Federal, State, and local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the sponsored agreement, or instructions in writing from the authorized official of the sponsoring agency authorizing in advance such payments.

⁴ Gifts of Public Funds: If it looks like a gift, it is. You are not allowed to purchase pencils, pens, mouse pads, t-shirts, etc. and give them out (under the marketing banner). This would still be considered a gift of public funds. Awards and honorarium would also be considered a gift of public funds and not allowed.

⁵ Improvements: Improvements for land, buildings, or equipment that materially increases their value or useful life are unallowable as a direct cost.

⁶ Meetings and Conferences: Costs of meetings and conferences, the primary purpose of which is the dissemination of technical information or leadership, CTE competitions, CTSO opportunities (and the like) for students, are allowable. This includes costs of meals, transportation, rental of facilities, and other items incidental to such meetings or conferences. Be aware not to cross over into entertainment costs. Must obtain prior approval from the Regional Consortium.

NOTE: Food is only allowed at meetings/conferences that require a working breakfast, lunch, or dinner and disseminate technical information to participants. The meeting must have an agenda that shows a working meal; must have a sign-in sheet for participants; and cannot go over the fiscal agent's per diem guidelines for food purchases.

⁷ Memberships: Only institutional memberships are allowed (not individual memberships). If the K12 SWP applicant requests any (institutional) membership costs, the application must justify why the statement of work cannot be accomplished without paying for such membership(s). Grantee must demonstrate how they will sustain the membership beyond the term of the grant. Business, technical, and professional organization or periodical memberships are allowed. Civic or community, or country club or social or dining club memberships are not allowed.

⁸ Maintenance and Repairs: Activities such as construction and remodeling, which increase the value of an asset or appreciably extend its useful life, are not allowed unless authorized by the funding source. Maintenance of equipment that neither adds to the permanent value of the property nor appreciably prolongs its intended life, but keeps it in an efficient operating condition, is allowable.

⁹ Selling and Marketing: Cost of selling and marketing any products or services of the institution are unallowable.

¹⁰ Travel: Only travel necessary for the project is allowed. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business for the grant. Such costs will be based on the fiscal agent's per diem rates. These costs shall be considered reasonable and allowable only to the extent such costs do

not exceed charges normally allowed by the institution in its regular operations as the result of the institution's written travel policy.

OUT-OF-STATE TRAVEL: Out-of-state travel will be closely scrutinized and must be disclosed in the Budget summary. After the application is fully executed, any further out- of-state travel requires prior approval of the Regional Consortia by submitting the necessary (as determined by the Regional Consortia) documentation for approval. The Regional Consortium reserve the right to limit out-of-state travel.

OUT-OF-COUNTRY TRAVEL: Out-of-country travel will not be allowable via this funding source.

Cost must be necessary, reasonable, allocable, and not supplanting, and any additional cost restrictions listed in the RFA would supersede allowable costs within this summary.

APPENDIX D: REGIONAL FUNDING DISTRIBUTION BASED ON AVERAGE DAILY ATTENDANCE (ADA)

Within each of the eight regions, funding is designated for applicants based on ADA as presented in Table 9 (Education Code, Section 88827(c)(2)).

Table 9. Regional Funding Distribution Based on Average Daily Attendance⁵

Total Applicants' ADA	Percentage of a Region's Allocation
Less than or equal to 140	4%
141 – 550	8%
More than 550	88%

A K12 Selection Committee, in consultation with its Regional Consortium, has the discretion to adjust the percentages of a region's allocation, as needed. For example, if LEAs with less than 140 ADA account for substantially less than 4 percent of the region's total ADA, a portion of the 4 percent of funds allocated to that distribution level may be added to another level.

Statewide Funding Allocations to the Regions

The California Legislature (Education Code, Section 88827(c)(1)(A-B)) appropriated statewide funding of \$150 million that is apportioned annually by the Chancellor's Office to the fiscal agent of each of the eight Regional Consortia based on the following weighted factors in each region:

- The unemployment rate. (33 percent of the allocation formula)
- The region's total Average Daily Attendance (ADA) for pupils in grades 7 through 12, inclusive. (33 percent of the allocation formula)
- The proportion of projected regional job openings. (34 percent of the allocation formula)

⁵ California Community Colleges Chancellor's Office and the California Department of Education (2021)

IEDRC 25-02: Education and Family Services Pathway

CERTIFIED

Details

Pathway Improvement Name *

IEDRC 25-02: Education and Family Services Pathway

Region within which applying

Inland Empire/Desert

2024-25				2025-26				2026-27			
Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Plan											

Start Year

2024-25

Spending Duration

3 years

Assurances

This Pathway/Program Work Plan is:

✓

In compliance with K12 SWP legislation (Ed Code 88827) - 88828(c)(8)(C)):

- All partners will report outcomes and financials in the NOVA.
- ✓ Aligned with your district(s)/partner district(s) 2023-24 LCAP
- ✓ Informed by, aligned with, and expands upon your region's Strong Workforce Program Regional Plan and planning efforts occurring through the Strong Workforce Program.
- ✓ Informed by Labor Market Information and regional priorities.
- ✓ Staffed by skilled teachers or faculty and provides professional development opportunities for those teachers or faculty members.

All LEAs will:

- ✓ Report data that can be used by policymakers, LEAs, community college districts, and their regional partners to support and evaluate the program, including, to the extent possible, demographic data used to evaluate progress in closing equity gaps in program access and completion, and earnings of underserved demographic groups.

Lead Agency

Beaumont Unified

Lead LEA Type

Unified School District

Agency Information

Address

350 West Brookside Avenue | Beaumont, CA | 92223-0187

Region

Inland Empire/Desert

Website

<http://www.beaumontusd.us/>

Community College District

Mt. San Jacinto CCD

Total ADA (Average Daily Attendance)

5072.77

Participating Schools

School
Beaumont Senior High (33669933330479) - High School

Primary Contact(s)

Name	Role	Email
Debbie Flores	Project Contributor & Reporter	dflores@beaumontusd.k12.ca.us
Dr. Ebon Brown Ed.D	Project Lead Alternate Contact	ebrown@beaumontusd.k12.ca.us
Dr. Michael Breyer Ed.D.	Project Lead Contact	mbreyer@beaumontusd.k12.ca.us

K12 Partner Agencies (optional)

No K12 Partner Agencies added.

Recurring Investments

Check the box next to Lead LEA's and/or K12 Partner Agency's previously funded projects that are similar in scope to this project application.

If no previously funded projects are similar, no action is required.

Selected	Year Funded	Lead or Partner Agency	Pathway Improvement	ID	Amount Funded
	2024	Beaumont Unified	<u>IEDRC 24-02: Middle School Medical Pathway Expansion and Alignment</u>	25623	\$342,481
	2023	Beaumont Unified	<u>IEDRC 23-03 Culinary Pathway Upgrade and Expansion</u>	20231	\$583,000
	2023	Beaumont Unified	<u>IEDRC 23-04 Digital Media Pathways Upgrade and Expansion</u>	20215	\$1,000,000
	2022	Beaumont Unified	<u>IEDRC 22-02 Career Readiness Coordinator</u>	15517	\$457,869
	2022	Beaumont Unified	<u>IEDRC 22-03 Manufacturing / Engineering Pathway Upgrade</u>	15518	\$1,000,000
	2021	Beaumont Unified	<u>IEDRC 21-03 Beaumont Unified Residential and Commercial Construction</u>	11083	\$1,000,000
	2020	Beaumont Unified	<u>IEDRC 20-03 K-12 Strong Workforce Partnership Coordinator</u>	8871	\$263,938
	2019	Beaumont Unified	<u>IEDRC 19-06 Engineering</u>	7167	\$635,260

Selected	Year Funded	Lead or Partner Agency	Pathway Improvement	ID	Amount Funded
			and Manufacturing		
	2019	Beaumont Unified	IEDRC 19-07 Graphic Production Technologies	7168	\$155,000
	2019	Beaumont Unified	IEDRC 19-08 Patient Care Pathway	7169	\$222,586

ADA Totals

Name	ADA	Agency Type
Beaumont Unified	5,072.77	Unified School District

Higher Education Partners

Mt. San Jacinto College

Higher Education Partner Agency Type
College

Agency Information

Address

Region

Inland Empire/Desert

Website

N/A

Community College District

Mt. San Jacinto CCD

Contacts

Name	Role	Email
Joyce Johnson	Project Viewer	jajohnso@msjc.edu
Jenny Hughes	Project Viewer	jhughes@msjc.edu

Collaborative Partners (optional)

No K12 Collaborative Partners added.

Problem Statement

Using your region's Strong Workforce Program Regional Plan and your region's Labor Market Information, explain the problem this proposed grant project is trying to solve. *

The Riverside County education sector is grappling with significant workforce challenges that threaten the quality of education and mental health services available to students. Centers for Excellence 2024 Subregional Workforce Demand Assessment: Riverside states that within the education, child development, and family services sector there will be "more than 1240 bachelor's degree-level job openings projected annually in the subregion and over 2570 job openings are projected annually in the greater region" by 2027. This demand is particularly critical in special education, early childhood education, and bilingual education, where shortages are most acute. Simultaneously, the need for mental health professionals in schools has surged, driven by the increased social and emotional challenges students face, especially in the wake of the COVID-19 pandemic.

California's Vision 2030 includes goals associated with the need to "diversify faculty and staff and deliver inclusive instruction and student supports."

The IEDRC Strategic Plan Goal 2 establishes a need to "support and promote career education pathways from K-12 to community college" and "assist with the development of new pathway resources for use and implementation by educators." Key performance indicators toward achieving this goal include articulation and dual enrollment agreements.

The proposed grant project seeks to resolve these intertwined challenges by establishing an Education and Family Services (EFS) pathway at Beaumont High School. This initiative will equip students with essential skills for both teaching and mental health careers through dual-enrollment opportunities and hands-on experiences in educational settings. By addressing the urgent need for qualified professionals in both sectors, the project ensures that underserved populations—such as low-income students, English Learners, and foster youth—are provided equitable access to high-potential career pathways. This comprehensive approach not only aims to fill immediate workforce gaps but also fosters an inclusive educational environment that supports the holistic development of all students. Additionally, the project will focus on mentorship and support systems designed to help students navigate the challenges associated with pursuing careers in education and mental health, thereby reinforcing their commitment to student success.

Identify the sector/industry challenges or needs this proposed grant project will address with the local/regional sector/industry data that supports the stated challenges or needs, including information about the wage rate and demand for skilled workers. *

Riverside County's education system is experiencing significant workforce challenges in two critical areas: teaching and mental health services. Labor market data indicates that the region requires more than 1200 new educators each year to accommodate the growing student population, particularly in high-need areas such as special education and early childhood development.

Despite competitive wages averaging between \$35 and \$45 per hour for educators, many qualified candidates are deterred from entering the profession due to systemic issues such as inadequate support, high workloads, and challenging work environments.

At the same time, there is an escalating need for mental health professionals in schools. The increasing recognition of mental health as a vital component of student success has led to a surge in demand for school counselors, therapists, and social workers. Students are increasingly facing emotional and psychological challenges, which schools must address as part of their commitment to student well-being. However, the supply of qualified mental health professionals remains insufficient to meet these needs, particularly in the context of heightened awareness stemming from the pandemic's impact on youth.

The proposed Education and Family Services (EFS) pathway aims to tackle these challenges by offering students dual-enrollment opportunities at Beaumont High School in collaboration with Mt. San Jacinto College (MSJC). This program will prepare students for careers in both teaching and mental health services, allowing them to gain relevant experience while earning college credits. By incorporating work-based learning experiences, students will develop the practical skills necessary for successful careers in these critical fields. This dual focus addresses immediate workforce needs while ensuring that underserved populations have equitable access to high-potential career opportunities. By doing so, the project aligns with regional labor market needs and supports the holistic well-being of students in the community.

Identify the need or opportunity to create alignment with your Community College partner(s) that this K12 SWP project will address. *

This grant project establishes a crucial opportunity for alignment between Beaumont Unified School District (BUSD) and Mt. San Jacinto College (MSJC) through the creation of the Education and Family Services (EFS) pathway. This partnership is vital for cultivating a sustainable workforce capable of addressing the increasing demands for both educators and mental health professionals in Riverside County. The EFS pathway is designed to provide students with valuable dual-enrollment opportunities that allow them to earn college credits while still in high school, facilitating a smooth transition to postsecondary education. This program emphasizes preparing students for high-demand careers in both education and mental health, recognizing that the integration of these fields is increasingly important in today's educational landscape. As schools take on greater responsibilities for students' mental well-being, there is a critical need for trained professionals who can provide effective support alongside traditional teaching roles. By equipping students with knowledge and experience in both sectors, the project directly addresses workforce shortages highlighted in regional assessments.

Collaboration with MSJC ensures that the curriculum aligns with labor market needs, providing students with practical experiences that prepare them for successful careers. The partnership also fosters a sense of continuity for students, enabling them to navigate their educational journeys with confidence and clarity regarding available career pathways. By focusing on dual pathways in education and mental health services, the project ensures that underserved populations have equitable access to high-potential career opportunities. This strategic alignment not only addresses immediate workforce needs but also contributes to the long-term sustainability of educational and mental health services, ultimately enhancing the overall support system for students in the region.

MSJC and BUSD are also partners in the Inland Empire Regional K-16 Education Collaborative, which will create a High School+1+2+1 Education Pathway where students will be on the path to completion of an undergraduate degree and teaching credential with higher education partners from Mt. San Jacinto College's Menifee Valley Campus and California State University, San Marcos.

Provide data that identifies equity gaps on how student subgroups (e.g., race, gender, socioeconomics, unduplicated) access, experience opportunities, and complete high school coursework that are aligned to high-potential CTE programs at disproportionate rates. Specifically, include evidence from demographic, enrollment and completion data to substantiate the targeted student population to be served. *

The Beaumont Unified School District (BUSD) serves a highly diverse student population, with approximately 70% classified as Unduplicated Pupil Population (UPP), which includes low-income students, English Learners, and foster youth (GSPP program). These student groups traditionally face considerable barriers that restrict their access to high-potential Career Technical Education (CTE) programs. Data show that these subgroups experience higher dropout rates and lower enrollment in advanced

coursework compared to their peers, which perpetuates existing inequities in educational access. The 2023 College and Career Index shows that only 37.9% of socioeconomically disadvantaged students qualify as prepared. This is incredibly important because the percentage of students classified as UPP continues to increase over time:

- 2020-21: 53%
- 2021-22: 58%
- 2022-23: 63%
- 2023-24: 70%
- 2024-25: 72% (projected)

The proposed Education and Family Services (EFS) pathway aims to directly address these equity gaps by providing targeted support for historically underserved populations. The program will offer dual-enrollment opportunities, allowing students to earn college credits while still in high school, thereby enhancing their academic and career readiness. Moreover, it will incorporate mentorship, academic support, and resources specifically designed to assist low-income students, English Learners, and foster youth in successfully navigating their educational pathways. By focusing on these historically marginalized groups, the project seeks to improve access and completion rates for CTE programs that align with high-potential career opportunities. This approach is consistent with broader equity initiatives aimed at ensuring that all students have the necessary resources and opportunities to thrive in their educational pursuits. Through these strategic interventions, the project aims to eliminate existing equity gaps, ensuring that all students can pursue meaningful, well-paying careers in education and mental health services. By fostering a diverse and inclusive workforce, this initiative will contribute to a more equitable educational system that effectively meets the needs of all students in the region.

Project Objectives

Identify measurable outcomes for this project that align career pathways/programs to community college programs AND lead to high-wage, high-demand career opportunities. *

The first and most critical measurable outcome is the establishment of the Education and Family Services pathway which requires us hiring one teacher in the first year and second teacher in year two of the grant. Recognizing the diverse roles within education, this three year pathway begins with a focus on human development, teaching and learning theories, and exposure to various careers within education and family services. This will mean in 2025-26 we will have five sections of the introductory course. In year two, students have a choice between a course grounded in the teaching profession or one focusing on family and human services. This is where it will be critical to have a second teacher as we are looking to hire someone who is ideally dual credentialed in both Career Technical Education: Education, Child Development, and Family Services and Pupil Personnel Services (PPS). For students who want to be in the classroom, the concentrator course focuses on age-appropriate learning theories and strategies, diverse learner needs, and standards-based curriculum and instruction. Students seeking to become a school or community based mental health provider (counselor, therapist, social worker, etc.) would take a course to understand the basis, function, and significance of the interpersonal and family relations, human development, and individual needs throughout the life cycle. The capstone course would provide work based learning (WBL) opportunities throughout BUSD in the focus area of the student's choosing. This new CTE pathway will have an integrated course of study designed so students will be A-G eligible (CTE courses will be A-G as well), a CTE pathway completer, and earn 14 (or more) postsecondary units upon completion, earning the designation of Prepared according to the College and Career Indicators (CCI), while developing specific academic skills necessary to earn a College-Ready score on the Smarter Balanced Summative Assessments in English Language Arts/Literacy and Mathematics (Grade 11). Students completing the CTE pathway at Beaumont HS will also have the opportunity to be a part of the the High School+1+2+1 Education Pathway, part of the Inland Empire Regional K-16 Education Collaborative, which will put them on the path to completion of an undergraduate degree and teaching credential with higher education partners from Mt. San Jacinto College's Menifee Valley Campus and California State University, San Marcos.

Describe the efforts your project will include that will close equity gaps by improving access to and completion of high-skill/high-wage CTE opportunities for disproportionately impacted students. Include student services that are designed to intentionally improve outreach and increase targeted academic supports, such as tutoring, mentoring by professionals and work-based learning. *

By integrating comprehensive support services within the Education and Family Services Pathway, Beaumont Unified School District (BUSD) can create a nurturing and empowering environment that addresses the holistic needs of students, fostering their social, emotional, and academic success. Considering the goals of the pathway, this intentionally models the types of systems and targeted supports we want our future educators to utilize and operate within while empowering students to take an active role in their social, emotional, and academic well-being. BUSD has been developing and continuing to refine our Multi-Domain, Multi-Tiered Systems of Support (MDMTSS) aligned with the the American School Counselors Association (ASCA) model that we can provide students appropriate levels of support in the social-emotional, college and career, and academic domains.

The implementation of comprehensive support services within the CTE pathway would be immediate upon creation of the pathway with the integration of the CTE teacher(s). BUSD has partnered with Riverside County Office of Education (RCOE) in the CalHOPE project, supported by Federal Emergency Management Administration (FEMA) to build capacity around social emotional competency and crisis response. BUSD is a pilot district with RCOE providing professional development and coordination of Mental Health Community of Practice to support capacity building among members. These systems will not only be utilized to support students but the philosophies behind their establishment and practical application will be taught in the pathway courses.

BUSD will begin offering internship opportunities within BUSD schools in the third year of the Education and Family Services Pathway. Students will participate in a combination of classroom learning, career exploration, and field work hours. The CTE pathway teacher(s) will coordinate with BUSD's Career Readiness Coordinator to ensure appropriate placement in the school setting most closely aligned to the students' career goals. Beyond classroom observations, students within the Teaching and Learning Careers Internship class will complete a minimum of 75 hours of fieldwork in a classroom like setting under the guidance of a mentor teacher while students in the Family & Human Services Internship course will work with school site and district personnel in coordinating a resource event for their school site and community as well as participating in peer mentoring programs.

How do your objectives respond to the needs described in the Problem Statement? *

The combination of labor market demand for educators, the rapidly increasing enrollment within Beaumont Unified School District, and the influx of alternative funding sources to increase mental health supports in schools create an incredibly high demand within our region and specifically in Beaumont Unified School District for educators in all roles as well as mental health support providers. This pathway creates a pipeline for high school students to be educated in the highly effective research based strategies to support student learning and mental health, gain post-secondary units while in high school, and pursue post-secondary education and certifications which will increase their probability of returning to our region as educators and/or school based mental health providers. Beaumont Unified School District's student population continues to diversify thus students completing the Education and Family Services pathway will also create a more diverse and responsive workforce, in alignment with Vision 30.

How are your objectives informed by and aligned with the region's Strong Workforce Program Plan and the region's Labor Market Information provided by the region's Centers of Excellence? *

There is a clearly identified need for educators throughout our region. Education has been identified as a high demand industry sector in the California Education Code associated with the Golden State Pathways Program. It is critical CTE pathways include opportunities for articulated course credit and dual enrollment. The establishment of the Education and Family Service pathway provides an opportunity for students to enter into a high demand industry sector, identified in the Centers for Excellence 2024 Subregional Workforce Demand Assessment: Riverside. The pathway integrates opportunities for dual enrollment and articulated course work which achieves goals identified in the IEDRC strategic plan.

Local/Regional Economies

Unemployment Rates & Rural School Districts

Lead/Partner LEA	Rural School District?	Unemployment Rate
Beaumont Unified	No	4.8% 

 Above High Unemployment Rate

 Below High Unemployment Rate

Industry Sectors & Pathways

Targeted Industry Sectors

California Department of Education Industry Sectors

✓ EDUCATION, CHILD DEVELOPMENT, & FAMILY SERVICES SECTOR (EDU) (CDE)

Crosswalk California Community Colleges

✓ Education & Human Development (CCCCO)

Pathways & Design Purpose

✓ Create a New High School Pathway(s)

Pathway(s) Involved

- EDUCATION, CHILD DEVELOPMENT, & FAMILY SERVICES SECTOR (EDU): EDUCATION (Pathway 132)

✗ Expand and/or Scale existing High School Pathway(s)

✗ Implement work across Industry Sectors (i.e. WBL across sectors, career exploration across sectors, student supports across sectors)

✗ Middle School Career Exploration

Work Plan

K14 Pathway Quality Strategies

✓ Curriculum and Instruction

✗ College and Career Exploration

✗ Postsecondary Transition and Completion

✗ Work-Based Learning

K14 Pathway Quality Strategies: Curriculum and Instruction

Describe work and project activities to be funded by K12 SWP *

The process of Curriculum and Instruction development begins with hiring our first CTE teacher within the Education and Family Services (EFS) Pathway. Once our EFS CTE teacher is hired, they will work with partner districts who have established or are establishing Education pathways as a part of the Inland Empire Regional K-16 Education Collaborative to explore the successful structures utilized that can be adapted to meet BUSD's needs. This will include multiple classroom observations, course sequencing design, and work based learning structures. One significant benefit of creating an Education and Family Services pathway, is we are keenly aware of the industry standards and progression of learning required to be a successful educator. However, we must also utilize Mt. San Jacinto College, specifically through the collaborative course articulation process with their department chair, to ensure our course sequencing is logical and aligned with their program outcomes. During the second year of implementation of the pathway, we will hire a second teacher. Both teachers will teach sections of the introductory course, with one focusing on classroom based careers in years two and three With an intentional focus key on curriculum (standards), instruction (high impact decision making), assessments (evidence of impact, informing decisions), and climate (learning environment), students will understand the why behind the design of the teaching, learning, and support systems and be active participants in the applying these models. The second teacher will also create a course sequence for years two and three that will support students seeking to become a school or community based mental health provider (counselor, therapist, social worker, etc.) with focus areas including but not limited to the basis, function, and significance of the interpersonal and family relations, human development, individual needs throughout the life cycle, and strategies and structures to support individuals with various mental health needs. We will also collaborate with our community and post-secondary partners in the School Based Mental Health grant funded by the US Department of Education which includes alignment to Cal Baptists University's Master of Social Work program. A component of the grant is to create a path into the workforce, including classified and certificated staff, post-secondary learning opportunities and licensure, in order to become school based mental health providers.

Describe and provide a list of expected, measurable outcomes *

- Hire .5 FTE teacher to supplement position partially funded by Golden State Pathways program (25-26)
- Hire second teacher (26-27)
- Research existing curriculum and pathway courses at other school sites
- Develop the sequenced pathway of courses
- Tour other school sites with Education pathways
- Submit sequenced courses University of California A-G Course Management Portal (CMP)
- Develop a plan for Professional Learning.
- Collaborate with Mt. San Jacinto College on:
 - The expansion of articulation agreements and dual enrollment programs
 - Enhancing and aligning curriculum to meet GE's and/or BA/BS and teacher credential programs

Due to the fact that this grant would expire prior to the third year course being established, measurable outcomes for work based learning would be difficult to quantify, however the teachers in this pathway would be creating work based learning structures during the first and second years of the pathway that would be implemented during the 2027-28 school year.

Additional Narratives

Identify partner roles and responsibilities *

Joyce Johnson, Vice President of Career Education, Nursing & Allied Health, describes the role of Mt. San Jacinto College as a contributing partner in the creation of our Education and Family pathway by saying"

"As partners in the Inland Empire K-16 Education Collaborative, Mt. San Jacinto College and Beaumont Unified School District will create a streamline equitable pathway from high school to postsecondary education and into the workforce for the most marginalized and under-served students in the Inland Empire region.

Mt. San Jacinto will participate in [BUSD]'s Education and Family Services Pathway creation project by:

- Expanding opportunities for early college credit through articulation agreements and dual enrollment programs.
- Enhance and align course curriculum to meet GE's or BA/BS and teacher credential programs.
- Foster collaboration between MSJC and Beaumont faculty and counselors to participate in grant activities."

Beyond MSJC, Beaumont Unified School District will be employer partner providing work based learning opportunities for students. The policies, procedures, and learning outcomes will be developed in collaboration with the pathway teachers and our Career Readiness Coordinator. This will eventually include school site administrators at our elementary and middle school sites, as our high school administration will already be involved in the CTE pathway, and likely involve bargaining unit conversations around the roles and responsibilities of school site personnel who will be supporting the CTE students.

Identify the total number of students (unduplicated headcount) and/or teachers to be served and describe the way they will be impacted by each strategy. Provide justification for requested funds and address plans for sustainability. (Return on Investment) *

The goal will be to have 150 students in the CTE pathway during the 2025-26 school year, with an additional 150 in 2026-27. There would be one CTE teacher in 2025-26 and two CTE teachers in 2026-27. The requested funds would pay for the first teacher to establish the pathway and the second teacher would be supported by the Golden State Pathways Program grant.

Regarding sustainability, Beaumont USD is the fastest growing district in Riverside County and one of the fastest in southern California. Our CTE programs are the most highly impacted courses in the Beaumont High School Master Schedule with waitlists for almost all courses. Through student surveys and career interest profiles results, there is significant student interest in careers within the fields of education and family services. The growth of our student population, which has averaged between 3-4% annually over the last eight years (with 2020-21 as an outlier due to COVID) and is projected to continue for the next 10 to 15 years, will be able to sustain the additional CTE teachers when this grant expires. We have prioritized Career Technical Education within our general fund and Local Control and Accountability Plan (LCAP) is also evidence of our plans for sustainability.

Describe the student supports activities designed to improve access to and completion of high-skill/high-wage CTE opportunities for disproportionately impacted students. *

By integrating comprehensive support services within the Education and Family Services Pathway, Beaumont Unified School District (BUSD) can create a nurturing and empowering environment that addresses the holistic needs of students, fostering their social, emotional, and academic success. Considering the goals of the pathway, this intentionally models the types of systems and targeted supports we want our future educators to utilize and operate within while empowering students to take an active role in their social, emotional, and academic well-being. BUSD has been developing and continuing to refine our Multi-Domain, Multi-Tiered Systems of Support (MDMTSS) so that we can provide students appropriate levels of support in the social-emotional, college and career, and academic domains.

- Tier 1: Universal supports for all students, such as counseling services, mentorship programs, and academic advising.
- Tier 2: Targeted interventions for students at risk, including small group counseling, social skills training, and study skills workshops.
- Tier 3: Intensive interventions for students with significant needs, such as individual counseling, crisis intervention, and referral to external agencies.

The implementation of comprehensive support services within the CTE pathway would be immediate upon creation of the pathway with the integration of the CTE teacher(s). BUSD has partnered with Riverside County Office of Education (RCOE) in the CalHOPE project, supported by Federal Emergency Management Administration (FEMA) to build capacity around social emotional competency and crisis response. BUSD is a pilot district with RCOE providing professional development and coordination of Mental Health Community of Practice to support capacity building among members. Formalized work based learning will be

established in year three but classroom observations, tutoring and mentorships will be buit within the first two years of the pathway.

Leveraged Funds

- ✓ Perkins V (Strengthening Career and Technical Education for the 21st Century Act)
- ✓ CTEIG (California Technical Education Incentive Grant)
- ✗ Agricultural Career Technical Education Incentive Grant
- ✗ CTEFP (Career Technical Education Facilities Program/Prop 51)
- ✗ CPA (California Partnership Academies grants)
- ✗ SSP (Specialized Secondary Programs grant)
- ✗ SWP (Strong Workforce Program)
- ✓ Other

Other Funds

Golden State Pathways Program, California Regional K-16 Education Collaborative Grant

Budget & Match

Grant Funds Summary

Expenditure Type	K12 SWP Grant Funds
1000 - Certificated Salaries	\$250,000
2000 - Classified Salaries	\$0
3000 - Employee Benefits	\$101,656
4000 - Books and Supplies	\$0
5000 - Services and Other Expenditures	\$0
6000 - Capital Outlay	\$0
7000 - Indirect Costs	\$14,065 (4.0%)
Total Grant Funds Budgeted	\$365,721

Financial Match Summary

Expenditure Type	Financial Match
1000 - Certificated Salaries	\$530,000
2000 - Classified Salaries	\$0
3000 - Employee Benefits	\$201,442
4000 - Books and Supplies	\$0
5000 - Services and Other Expenditures	\$0
6000 - Capital Outlay	\$0
7000 - Indirect Costs	\$0
Total Financial Match	\$731,442

Beaumont Unified: Budget

Budget Funds

Expenditure Type	2024-25	2025-26	2026-27	Totals
1000 - Certificated Salaries	\$0	\$50,000	\$200,000	\$250,000
2000 - Classified Salaries	\$0	\$0	\$0	\$0
3000 - Employee Benefits	\$0	\$23,224	\$78,432	\$101,656
4000 - Books and Supplies	\$0	\$0	\$0	\$0
5000 - Services and Other Expenditures	\$0	\$0	\$0	\$0
6000 - Capital Outlay	\$0	\$0	\$0	\$0
7000 - Indirect Costs	\$0	\$2,928	\$11,137	\$14,065
Total Budget	\$0	\$76,152	\$289,569	\$365,721

Beaumont Unified: Expenditure Descriptions

1000 - Certificated Salaries *

Salary for .5 FTE in 25-26 and 2 FTE in 26-27

3000 - Employee Benefits *

Benefits for .5 FTE in 25-26 and 2 FTE in 26-27

7000 - Indirect Costs *




4%

Beaumont Unified: Match

Financial Match Funds

Expenditure type	Financial Match	Source and Description of Match Funds (255 char max)
1000 - Certificated Salaries	\$530,000	Golden State Pathways Program / General Fund / LCAP
2000 - Classified Salaries		
3000 - Employee Benefits	\$201,442	Golden State Pathways Program / General Fund / LCAP
4000 - Books and Supplies		
5000 - Services and Other Expenditures		
6000 - Capital Outlay		
7000 - Indirect Costs		
Total Financial Match	\$731,442	

Supporting Documents

Document Title	Type	Uploaded	Comment
K12 SWP Round 7 (2024-25) Application 2024-25: Education and Family Services Pathway  View PDF  View HTML	K12 SWP Application	10/11/2024, 1:59:16 PM	This file was automatically generated on application submittal
 MSJC Letter BUSD Education Pathway.pdf	Letter of Commitment	10/9/2024, 12:47:28 PM	N/A

Certification

Certifying Authority

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