



Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date 7/24/2024
Quote No. Q-58734
Acct. No. 12215105
Total 13,250.00
Pricing Expires 11/16/2024

Beaumont Unified School District
PO Box 187
Beaumont CA 92223
United States

Payment Term	Contract Start	Contract End
Net 30	8/1/2024	7/31/2025

Site	Description	End Date	Qty
Beaumont Unified School District	PD Webinar Session (CW-SUPP)	07/31/2025	2
	MyPath New Reading and Math Reusable License	07/31/2025	150
	MyPath K-12 Ren Learning STAR Integration Add-On	07/31/2025	1
	Integration IS Clever SSO	07/31/2025	1

Subtotal 13,250.00
Tax Total 0.00
Total 13,250.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions . These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Beaumont Unified School District

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

Imagine Learning Representative

Nicole McEnaney
Account Executive -
nicole.mcenaney@imaginelearning.com
imaginethefutureoflearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

**RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street
Riverside, California 92502**

**MEMORANDUM OF UNDERSTANDING TO INITIATE A
PRE-APPRENTICESHIP PROGRAM
Career Technical Education**

This Memorandum of Understanding (MOU) is entered into by and between the **Riverside County Superintendent of Schools**, hereinafter referred to as “SUPERINTENDENT,” and **Beaumont Unified School District**, hereinafter referred to as “DISTRICT”, each being a “Party” and collectively the “Parties”.

DEFINITIONS

IE Connect

Partnership with SUPERINTENDENT and San Bernardino County Superintendent of Schools to register students into Pre-Apprenticeships in the Inland Empire region.

Division of Apprenticeship Standards (DAS)

This agency is responsible, in part, for the promotion, creation of partnerships, and oversight of Apprenticeship programs throughout the State of California. This agency works with IE Connect through the Pre-Apprenticeship program to create opportunities for High School students to be matched with an Apprenticeship program upon graduation of High School.

Pre-Apprentice

High School students enrolled in Career Technical Education (CTE) classes that are registered with the DAS but not yet placed in an Apprenticeship program.

Pre-Apprenticeship Sponsor

SUPERINTENDENT’S CTE program, in the role of facilitating the recruitment of local Apprenticeship programs and sponsoring local schools and districts to participate in the Pre-Apprenticeship program.

Apprenticeship Sponsor

Local college, agency or business that is has in place a Linkage Agreement with SUPERINTENDENT and has a DAS Registered Apprenticeship Program that accepts Pre-Apprentices into their Apprenticeship Program.

RECITALS

SUPERINTENDENT’S CTE Program, in partnership with San Bernardino County Superintendent of Schools, operates IE Connect, a program designed, in part, to register, prepare, and certify high school students in CTE programs as Pre-Apprentices with the DAS. The Pre-Apprenticeship program is designed to prepare individuals to enter and succeed in DAS Registered Apprenticeship programs which will then expand a participant’s career pathway opportunities.

As a part of this initiative, SUPERINTENDENT is responsible for recruiting local charter schools and districts to participate in this program in order for their students that are enrolled in CTE classes and have successfully registered as a Pre-Apprentice, to seamlessly transition into a program with an Apprenticeship Sponsor upon their graduation from High School. This MOU will set forth the roles and responsibilities of the participating DISTRICT and SUPERINTENDENT.

AGREEMENTS

1. **TERM:** The term of this MOU be from **July 1, 2024**, through **June 30, 2027**. Either party may terminate this MOU by providing a 30-day advance written notice to the other party.

2. **SERVICES:**

A. **DISTRICT agrees to:**

1. Require DISTRICT CTE instructors to teach to the industry specific competencies as detailed in the Pre-Apprenticeship Competencies & Certifications Checklists and posted at https://docs.google.com/document/d/1FB1RA2cwcb5QZwXdkAAEFYCZ2g8fXyGI7zM9EH_ByEw/edit . Additionally, DISTRICT will provide and cover the costs of any required certifications listed for both instructors and students.
2. Allow for potential Apprenticeship Sponsors to provide guest speakers and/or information about their Apprenticeship programs to DISTRICT staff and students.
3. Maintain an e-portfolio for each Pre-Apprentice as required in the Pre-Apprenticeship Checklists.
4. Attend industry advisories and professional development offerings.
5. Submit verifiable data for program completion and certificate attainment.

B. **SUPERINTENDENT agrees to:**

1. Establish a Linkage Agreement, created by DAS, with local Apprenticeship Sponsors. This Agreement establishes either automatic acceptance or priority credits for acceptance into their Apprenticeship program for DISTRICT'S Pre-Apprentice graduates and, when applicable, gives advance credits in their Apprenticeship program for skills and competencies already acquired in the student's Pre-Apprenticeship program.
2. Provide information and training about the Pre-Apprenticeship to DISTRICT representatives.
3. Facilitate a relationship between DISTRICT and Apprenticeship Sponsor and serve as intermediary, as needed, to streamline efforts toward a successful Pre-Apprenticeship program.
4. Create and manage the process for Pre-Apprentice registration with the DAS.
5. Create and manage the process for securing completion certificates with DAS for Pre-Apprentices that have successfully met the program requirements.
6. Provide school district with access to the Pre-Apprenticeship Competencies and Checklist documents.

It is further agreed to as follows:

3. **QUALIFICATIONS:** DISTRICT and all of DISTRICT'S employees or agents shall secure and maintain in force such licenses and permits that are required by law and/or employer, in connection with the furnishing of materials, supplies, or services herein listed.
4. **INDEPENDENT CONTRACTOR:** It is agreed that DISTRICT or any employee or agent of DISTRICT is acting as an independent contractor and not as an agent or employee of SUPERINTENDENT.
5. **WORKERS' COMPENSATION:** DISTRICT certifies that it is aware of the laws of the state of California requiring the employer to be insured against liability for Workers' Compensation and shall comply with such laws during the term of this Agreement.
6. **FINGERPRINTING:** Education Code section 45125.1 and 45125.2 requires DISTRICT to ensure that its employees who may have contact with pupils have not been convicted of serious or violent felonies as defined by statute. Compliance with these conditions and with the associated fingerprinting requirements, is a condition of this contract, and SUPERINTENDENT reserves the right to terminate the contract at any time for noncompliance.

7. **OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):** DISTRICT hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this MOU shall be in compliance therewith.
8. **ASSIGNMENT OF CONTRACT:** Neither this MOU nor any duties or obligations under this MOU may be assigned by DISTRICT without the prior written consent of SUPERINTENDENT.
9. **MUTUAL HOLD HARMLESS:** The Parties hereto, and each of them, do hereby mutually agreed to indemnify, defend, save and hold harmless each other, and their respective officers, agents and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys' fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this MOU by such indemnifying Party, or its officers, agents, and employees.
10. **NON-DISCRIMINATION:** DISTRICT shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. DISTRICT shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.
11. **NOTICES:** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below. Each notice shall be deemed to have been given or served only upon actual receipt by the addressee, and notices may be delivered by one of the following methods: (i) registered or certified United States Mail, postage prepaid by sender and return receipt requested; (ii) FedEx, U.P.S. or other reliable private delivery service, delivery charge paid by sender and signature on delivery receipt required; or (iii) personal delivery, delivery charge paid by sender and signature on delivery receipt required.

SUPERINTENDENT:
Riverside County Superintendent of Schools
School of Education
3939 Thirteenth Street
Riverside, CA 92501-0868

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

12. **AMENDMENT:** This MOU may be amended only by the mutual written consent of the Parties hereto, except that SUPERINTENDENT may unilaterally amend the contract to accomplish the below-listed changes:
 - a. Administrative changes that do not affect the contractual rights of the Parties.
 - b. Changes as required by law.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the day and year first above-written.

Riverside County Superintendent of Schools

Beaumont Unified School District

Signed _____

Signed _____

Authorized Signature

Authorized Signature

Carmen Ordonez - Director of Fiscal Services

Printed Name and Title

Printed Name and Title

Date _____

Date _____

Affiliate Number WBL- _____



BEAUMONT UNIFIED SCHOOL DISTRICT

350 Brookside Ave.
Beaumont, CA 92223

**Beaumont Unified School District Work-Based Learning / Work Experience Program
Agreement for Affiliation**

This Agreement ("Agreement") is made and entered into as of the later of 7/31/24, or the execution of the Agreement by both parties (the "Effective Date") between **Beaumont Unified School District** ("DISTRICT"), and WILDWOOD CANYON ("AFFILIATE")

WHEREAS, the DISTRICT operates a Career Technical Education (CTE) Work-Based Learning and Work Experience Program ("Program") for its students under which students receive academic credit towards their high school diploma for participation in a work-place setting learning about the different types of vocational or occupational training offered through the Program, and,

WHEREAS, the AFFILIATE has the below listed facility(ies) and is willing to make it/them available to the DISTRICT's students accepted into the Work Based Learning (WBL) / Work Experience Education (WEE) Program (herein referred to as "Accepted Students"), at no cost, for the use in the work-based mentoring of the DISTRICT's students enrolled in the Program, and/or is willing to provide work-based mentoring to students enrolled in the Program at their school sites,

Address(es): 33951 Colorado st
YUCAIPA CA 92399
WILDWOOD CANYON

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DISTRICT and AFFILIATE agree as follows:

1. **Term and Termination.** The term of this Agreement shall be five (5) years commencing on the later of 7/31/2024, or the execution of the Agreement by both parties (the "Effective Date"). This Agreement may be renewed through mutual written agreement signed by both parties. This Agreement may be terminated by either party with or without cause upon thirty (30) days' written notice to the other party.
2. **Use of Facility(ies).** The AFFILIATE agrees to make the above-listed facility(ies) available to the DISTRICT for the instruction of the Accepted Students enrolled in a WBL / WEE Program.

Affiliate Number WBL-_____

- a. The Accepted Students will be subject to the rules and regulations of the AFFILIATE during the hours they are within the AFFILIATE'S facility(ies) and participating in the WBL/WEE Program at the facility(ies). DISTRICT shall communicate and advise Accepted Students on their responsibility for complying with AFFILIATE rules, regulations, policies and procedures and ensure students' compliance with the same.
- b. Students will wear appropriate identification to designate them as Accepted Students.

3. Program Operations.

- a. All instruction, time schedules, and use of AFFILIATE'S facility areas or departments will be coordinated by DISTRICT staff and the managing personnel of the AFFILIATE.
- b. The AFFILIATE will provide necessary orientation to the Accepted Students.
- c. Accepted Students in an unpaid internship will not displace regular employees of the AFFILIATE.
- d. Accepted Students in an unpaid internship shall not be entitled either to pay or benefits for the instructional or training time, or services rendered at the AFFILIATE'S facility(ies), or to a job with the AFFILIATE at the conclusion of the training/Program.
- e. The AFFILIATE will provide a safe and clean work environment that complies with all Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws, and regulations relating thereto.
- f. The DISTRICT shall bear all expenses of conducting the Program class. The AFFILIATE shall have no obligation under this Agreement, except as herein provided.
- g. The DISTRICT shall abide by all provisions of the California Administrative Code, Title V, and the Community Classroom and Cooperative Vocational Education requirements and all other applicable laws, rules and regulations, local, state, and federal.
- h. Employees or agents of AFFILIATE who enter onto DISTRICT premises for purposes of providing mentoring or training to students shall be subject to any health or safety requirements established by the DISTRICT. Prior to commencing work under this Agreement that would require working with students on District premises while not under the supervision of a District employee, AFFILIATE'S affected employees and agents shall (according to DISTRICT policies and procedures) be fingerprinted and shall provide proof of all required health clearances, including, but not limited to tuberculosis clearance.
- i. Nothing herein shall be interpreted to require AFFILIATE to accept students from the Program for mentoring at the listed facilities. This decision to accept any students shall be made by AFFILIATE, in its sole and absolute discretion.

Affiliate Number WBL-_____

4. **Employer and Workers' Compensation Coverage.** The DISTRICT under whose supervision unpaid work experience education, cooperative vocational education, community classrooms, or a job shadowing experience, are provided shall be considered the employer under Division 4 (commencing with Section 3200) of the Labor Code of students receiving this training. The DISTRICT shall provide Workers' Compensation insurance coverage for each unpaid Accepted Student who receives training at AFFILIATE's facility(ies).
5. **Screening Requirements.** DISTRICT understands and agrees that Accepted Students will be required to meet certain screening, immunization, background checks and other competency standards that AFFILIATE may require, in its sole discretion. These requirements are subject to change and may vary depending on the nature of the training program. A list of AFFILIATE requirements for students shall be made available upon request. Accepted Students must meet all requirements of AFFILIATE prior to participating in the Program at the facility.
6. **Withdrawal of Students.** AFFILIATE may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of services or for unprofessional behavior, and for any other lawful purpose. AFFILIATE may request DISTRICT to withdraw or dismiss a student from the Program at the facility when his or her performance is unsatisfactory to AFFILIATE or his or her behavior, in AFFILIATE's discretion, is disruptive or detrimental to the AFFILIATE and/or its customers, employees, or visitors. In such event, said student's participation in the Program at the facility shall immediately cease.
7. **Independent Contractor.** The parties hereby acknowledge that they are independent contractors, and neither the DISTRICT nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of the AFFILIATE. The AFFILIATE is an independent contractor, and is not an officer, agent, or employee of the DISTRICT, and has no authority to contract or enter into any other agreement in the name of the DISTRICT. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, or between or among the AFFILIATE and any and all students. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.
8. **Insurance.** The AFFILIATE agrees to maintain, at all times during the term of this Agreement and for a period of three (3) years thereafter, a comprehensive program of risk retention and insurance with such insurance carriers and in such amounts of insurance coverage reasonably acceptable to the DISTRICT, and to provide the DISTRICT with copies of certificates of insurance and/or other evidence of insurance coverage upon request. The DISTRICT shall secure and maintain during the term of this Agreement, comprehensive general public liability insurance for each Accepted Student and DISTRICT instructor of at least One Million Dollars (\$1,000,000) for each claim, up to a total of Three Million Dollars (\$3,000,000) in any one year, to cover claims and liabilities for personal injury, death or property damage arising from the activities of the DISTRICT. Incidental malpractice is included in the provisions of the comprehensive general liability insurance so long as the student and instructor are acting within the scope of their assigned duties. DISTRICT shall provide AFFILIATE with copies of certificates of insurance and/or other evidence of insurance coverage upon request.

9. **Indemnification and Hold Harmless.** Both parties shall defend, indemnify and hold harmless the other party, its officers, employees, agents and students from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims from injury or damages occurring in connection with or incident to or arising out of the occupancy, use, service, operations or performance of work under this Agreement, to the extent resulting in whole or in part from the negligent, reckless or intentional acts or omissions of the indemnifying party or its subcontractors, or any officers, employees, agents, or representatives of the indemnifying party or its subcontractors.
10. **Assignment of Contract.** Neither the DISTRICT nor the AFFILIATE shall assign the whole or any part of this Agreement, without the express written consent of the other party and all sureties who have executed bonds on behalf of either party in connection with this Agreement.
11. **Equal Opportunity Clause.** The DISTRICT and AFFILIATE and their respective officers, employees, managers, and agents shall not discriminate against any person on the basis of any protected characteristic, including but not limited to race, religion, color, national origin, disabilities, marital status, age, or sex. The DISTRICT and AFFILIATE each affirm that it is an equal opportunity employer and shall comply with any other laws or regulations prohibiting discrimination as may be applicable to them.
12. **Notices.** Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other Party as follows:

To DISTRICT:

Beaumont Unified School District
Attention: Ebon Brown, Ed.D.
Title: Assistant Superintendent of Instruction
and Support Services
350 Brookside Ave.
Beaumont, CA 92223

To AFFILIATE:

Willwood Canyon
Assisted Living and Memory Care
Affiliate Address: 33951 Colorado St.
Attention: Wendy Barrera
Title: Administrative LNU
Address

and/or to such other persons or places as either of the Parties may hereafter designate in writing. All such notices shall be effective when received.

13. **Governing Law.** This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said State without giving effect to conflicts of laws principles.
14. **Severability.** Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.
15. **Entire Agreement; Amendments to Agreement.** This Agreement constitutes the entire agreement between the Parties who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied between the Parties to this

Affiliate Number WBL- _____

negotiations, or discussions, either oral or in writing, express or implied between the Parties to this Agreement. All provisions of this Agreement herein shall remain in effect throughout the term thereof unless the Parties agree, in a written document signed by both Parties, to amend, add or delete any provision, except that the DISTRICT may amend the Agreement to accomplish changes required by law. Email correspondence shall not qualify as a written document signed by an authorized signatory.

16. **Headings.** The headings contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

17. **Waiver.** No waiver shall be binding unless executed in writing by the party making the waiver and agreed to by both parties. No waiver of any provision of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Beaumont Unified School District

Affiliate: Wildwood Canyon

Address: 33951 Colorado St
YUCAIPA CA 92399

Authorized Signature

Wendy Barrera
Authorized Signature

Printed Name and Title

Wendy Barrera, Administrator
Printed Name and Title

Date: _____

Date: 7/31/2024

(Check one that applies if a CTE WBL Program)

- Agriculture and Natural Science
- Arts, Media, and Entertainment
- Building Trades and Construction
- Education, Child Development, and Family Services
- Energy and Utilities
- Engineering and Design
- Fashion and Interior Design
- Finance and Business
- Special Education
- Health Science and Medical Technology
- Hospitality, Tourism, and Recreation
- Information Technology

Affiliate Number WBL-_____

- Manufacturing and Product Development
- Marketing, Sales, and Service
- Public Services
- Transportation

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

3939 Thirteenth Street
Riverside, CA 92501

MODIFICATION

Data Processing and Network Services

This is modification number **two (2)** to Agreement Number IN80014, by and between **Riverside County Superintendent of Schools**, hereinafter referred to as “SUPERINTENDENT”, and **Beaumont Unified School District**, hereinafter referred to as “DISTRICT”, for **network and server backup system within RCOE’s private cloud.**

This Agreement is modified in accordance with the modification clause.

Effective upon signing, extend the term of this Agreement through **June 30, 2025.**

This is year two (2) of four (4) one-year options to renew.

All other terms and conditions of this Agreement shall remain the same.

The total amount of this Agreement, for fiscal year 2024-2025: **\$30,000.00**

DISTRICT’S signature is required on this modification

Riverside County Superintendent of Schools
3939 Thirteenth Street
Riverside, CA 92501

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

Authorized Signature

Authorized Signature

Scott S. Price Ph.D., Chief Business Official
Division of Administration and Business Services
Printed Name and Title

Carmen Ordonez - Director of Fiscal Services
Printed Name and Title

Date _____

Date _____

**BEAUMONT UNIFIED SCHOOL DISTRICT
PROFESSIONAL CONSULTANT AGREEMENT
(OVER \$5,000)**

THIS AGREEMENT is made effective on July 1, 2024 (date) by and between eDimension, LLC hereafter called "Consultant," and the **Beaumont Unified School District**, hereafter called "District."

RECITALS

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

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

AGREEMENT

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

- In the Statement of Work, attached.
- In the Specification, attached.
- Below (describe Services on page. 11):

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.

- 2. 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.
- 3. 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.
- 4. **TERM:** The term of this Agreement shall begin on July 1, 2024 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District's termination of the Agreement shall in no way affect Consultant's obligation to hold harmless and indemnify the District in accordance with Section 9 below.

5. **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 \$ 14,100.00 --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.
6. **PAYMENT DUE:** Payment shall be made to the Consultant within thirty (30) days after receipt of all Agreement documents, a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary, or final) issued, dates worked, increments of hourly work (rounded to the nearest one-tenth hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment each month to the Consultant. The District may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the District from loss, including costs and attorneys’ fees, on account of: (1) defective or deficient work product or Services not remedied; (2) failure of the Consultant to make payments properly to its employees or subconsultants; or (3) failure of Consultant to perform all Services in a timely manner so as to conform to any District schedule or other time constraints.
7. **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.
8. **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.
9. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, “Indemnitees”) from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:

- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's subconsultant's employees arising out of Consultant's Services under this Agreement; and
- b. General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by Consultant or any person, firm or corporation employed by the Consultant related to, founded upon or in connection with this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of Indemnites; 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 Indemnites, 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 Indemnites.
- 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 Indemnites 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 Indemnites in any action, suit or other proceedings as a result thereof.

10. **INSURANCE:** During the term of this Agreement, the Consultant shall maintain:

- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. In the event the Consultant/Vendor will be working directly with students, sexual misconduct must be included in the general liability coverage.
 Certificate of General Liability Insurance **and** Additional Insured Endorsement is attached.
- b. Automobile liability insurance in the following amounts:
 \$500,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
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- 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;
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 Workers' Compensation Insurance Certificate is attached, **OR**
 Sole Proprietor / NO Workers' Compensation Insurance is required. **BUT** must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.
- f. Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and network security. Coverage is required only if (1) products or services related to information technology for hardware

or software are provided to the District and (2) if Consultant has access to personally identifiable information of the District through the provision of such technology-related products or services.

_____ Certificate of Cyber Liability is attached.

- g. Sexual Abuse and Molestation (SAM) Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000.

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

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

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

- 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. **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.
- 14. **PUBLIC EMPLOYEE CAVEAT:** The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are performed pursuant to this Agreement.
- 15. **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.

- 16. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.
- 17. **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.
- 18. **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.
- 19. **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.)
- 20. **IN WITNESS THEREOF,** the parties hereunto have subscribed to this Agreement, including the Agreement documents listed below:

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

21. 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:

_____ eDimension, LLC
Name

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

_____ 1762 4 Corinne Way, Riverside, CA 92504
Address, City, State and Zip

_____ Signature Date

_____ CBO or Director of Fiscal Services Date

_____ 951-525-8760
Phone Fax

_____ russ@edimension.us
Email

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

To the Board of Trustees of Beaumont Unified School District:

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

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

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

Executed at _____, California on _____
Date

Signature

Typed or printed name

Title

Address

Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

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

BEAUMONT UNIFIED SCHOOL DISTRICT

WORKERS' COMPENSATION INSURANCE CERTIFICATION

The Consultant shall execute the following form as required by the California Labor Code Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

I understand I am not an employee of Beaumont Unified School District, and I am an independent contractor responsible for my own workers' compensation.

Please check one:

_____ Consultant hereby certifies that Consultant does not employ any individual(s) in the course and scope of Consultant's business operations.

_____ Consultant hereby certifies that Consultant employs individuals in the course and scope of business operations and that Consultant is insured against liability for workers' compensation. Attached is a Certificate of Insurance containing the following information:

- Name and address of the insurance producer, agency.
- The name and address of the "named insured" or policy holder.
- The date the certificate was issued.
- Name of the Insurance Company
- Policy number
- Policy period dates, when coverage began and when it should end.
- Proprietor, Partners, Officers inclusion or exclusion indicator
- Statutory limits indicator
- Employers' liability limits
- Description of operations or special items
- Name and address of the certificate holder, the one who requested the certificate.
- Explanation of conditions/notice required for cancellation.
- Signature of the person issuing the certificate

_____ Date

_____ Consultant

_____ Signature

_____ Title

_____ Business License #

_____ State Contractors License # (if applicable)

Insert W-9

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

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

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

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

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

BEAUMONT UNIFIED SCHOOL DISTRICT

SCOPE OF WORK OR FEE SCHEDULE

PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT

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

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

Invoice



Terms : Net 30
Due Date : 08/14/24
P.O.# : Per Contract
Contact : James Sharp

eDimension LLC
TAX 36-5010738
17624 Corrinne Way
Riverside California 92504
U.S.A

Total **\$14,100.00**

Item & Description	Qty	Rate	Amount
Beaumont Unified School District eRate services per contract. Annual FY2025 - 7/1/2024 - 6/30/2025	1.00 1	14,100.00	14,100.00
		Sub Total	14,100.00
		Total	\$14,100.00
		Balance Due	\$14,100.00

Thanks for your business.
(951) 525-8760 - russ@edimension.us.

Terms & Conditions

Make check payable to eDimension LLC. EIN 36-5010738

**BEAUMONT UNIFIED SCHOOL DISTRICT
PROFESSIONAL CONSULTANT AGREEMENT
(Under \$5,000)**

THIS AGREEMENT is made effective on August 7, 2024 (date) by and between Mind Your Language, 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 Statement of Work, attached.
- In the Specification, attached.
- Below (describe Services):

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

- 2. 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.
- 3. 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.
- 4. **TERM:** The term of this Agreement shall begin on August 7, 2024 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District's termination of the Agreement shall in no way affect Consultant's obligation to hold harmless and indemnify the District in accordance with Section 9 below.

5. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ N/A per hour, for a total cost not to exceed \$3,000.00 --or-- for a lump sum of \$ N/A --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile, workers’ compensation (as required by law), professional negligence, and general liability insurance, etc., materials, supplies, and taxes.
6. **PAYMENT DUE:** Payment shall be made to the Consultant within thirty (30) days after receipt of all Agreement documents, a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary, or final) issued, dates worked, increments of hourly work (rounded to the nearest one-tenth hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment each month to the Consultant. The District may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the District from loss, including costs and attorneys’ fees, on account of: (1) defective or deficient work product or Services not remedied; (2) failure of the Consultant to make payments properly to its employees or subconsultants; or (3) failure of Consultant to perform all Services in a timely manner so as to conform to any District schedule or other time constraints.
7. **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.
8. **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.
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- 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 Indemnites, 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 Indemnites.
- 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 Indemnites 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 Indemnites in any action, suit or other proceedings as a result thereof.

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 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.
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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.

- 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. **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.
- 14. **PUBLIC EMPLOYEE CAVEAT:** The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are performed pursuant to this Agreement.
- 15. **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

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

To the Board of Trustees of Beaumont Unified School District:

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

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

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

Executed at _____, California on _____
Date

Signature

Typed or printed name

Title

Address

Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

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

BEAUMONT UNIFIED SCHOOL DISTRICT

WORKERS' COMPENSATION INSURANCE CERTIFICATION

The Consultant shall execute the following form as required by the California Labor Code Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

I understand I am not an employee of Beaumont Unified School District, and I am an independent contractor responsible for my own workers' compensation.

Please check one:

_____ Consultant hereby certifies that Consultant does not employ any individual(s) in the course and scope of Consultant's business operations.

_____ Consultant hereby certifies that Consultant employs individuals in the course and scope of business operations and that Consultant is insured against liability for workers' compensation. Attached is a Certificate of Insurance containing the following information:

- Name and address of the insurance producer, agency.
- The name and address of the "named insured" or policy holder.
- The date the certificate was issued.
- Name of the Insurance Company
- Policy number
- Policy period dates, when coverage began and when it should end.
- Proprietor, Partners, Officers inclusion or exclusion indicator
- Statutory limits indicator
- Employers' liability limits
- Description of operations or special items
- Name and address of the certificate holder, the one who requested the certificate.
- Explanation of conditions/notice required for cancellation.
- Signature of the person issuing the certificate

_____ Date

_____ Consultant

_____ Signature

_____ Title

_____ Business License #

_____ State Contractors License # (if applicable)

Insert W-9

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

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

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

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

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

BEAUMONT UNIFIED SCHOOL DISTRICT

SCOPE OF WORK OR FEE SCHEDULE

PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT

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

EXHIBIT A

Mind Your Language, Inc.

Standard Service Rates

Please note that all rates are subject to change, however once a contract is signed the rates will be locked in according to the pricing structure outlined below.

SERVICES	RATES
American Sign Language < > English Interpreter	\$120.00/hr (2 hour minimum)
American Sign Language < > Spanish Interpreter	\$135.00/hr (2 hour minimum)
Deaf Interpreter (DI/CDI)	\$120.00/hr (2 hour minimum)
DeafBlind Interpreter (i.e.: Protactile / Tactile ASL / Close-Vision)	\$140.00/hr (2 hour minimum)
International Sign Language / Mexican Sign Language	\$150.00/hr (2 hour minimum)
Legal Interpreting	\$150.00/hr (4 hour minimum)
Conavigator for the DeafBlind (formerly known as SSP)	\$50.00/hr (4 hour minimum)
Real-Time Captioning	\$160.00/hr (1 hour minimum)
Video Transcription (Postproduction)	\$5.00/min (25 min minimum)

*Regular Hours: Monday - Friday, 8:00 am - 5:00 pm
Assignments billed in half-hour increments.*



www.mindyourlanguageinc.com

611 Wilshire Blvd FL 9, Los Angeles, CA 90017-2630 ■ (323) 230-0599 ■ Video Phone (818) 237-9239

Mind Your Language, Inc.

Service Agreement

CONTRACTOR

Mind Your Language, Inc / DBA: Kemilyen
 611 Wilshire Blvd. 9th Floor Los Angeles, CA 90017-2630
 Email: service@mindyourlanguageinc.com
 Voice/Text: 323-230-0599 | VP: (818) 237-9239
 EIN: 81-4965172

CUSTOMER

Customer	Beaumont Unified School District		
Billing Contact	Purchasing/Accounts Payable		
Billing Address 01	350 W. Brookside Avenue, Beaumont, CA 92223		
Billing Address 02			
Billing Email	purchasing-ap@beaumontusd.k12.ca.us		
Telephone	951-845-1631	Videophone	

Scope of Services: Mind Your Language, Inc., herein referred to as "MYL", agrees to provide services to Customer to facilitate communication with Deaf, Deaf-Blind, and hard-of-hearing students, patients, customers, clients, and/or employees during a date and time mutually agreed upon.

Professional Ethics: MYL agrees to adhere to the Code of Professional Conduct of the Registry of Interpreters for the Deaf, Inc.#

Rates and Fees: Subject to any cancellations pursuant to the foregoing paragraph, Customer agrees to compensate MYL as per the rates in **Exhibit A**.

- Emergency Requests: There will be a 20% surcharge for requests made with less than a 48-hour notice.
- Non-Business Hours: There will be a 15% surcharge for services requested for weekends, holidays, and after-hours.
- Broadcast/Archival Fee: Services recorded to be broadcasted, archived, or re-used in the future, with or without a specific plan for such use, will incur a \$100 fee per day of service.

SERVICE AGREEMENT

Travel and Reimbursement: For on-site services, mileage is charged at the current federal mileage reimbursement rate. This is currently set at **\$0.67** per mile and is subject to change as federal mileage reimbursement rate changes. Travel time will also be charged at half the hourly interpreting rate for assignments requiring more than two hours round-trip travel. All parking, tolls and fees incurred in carrying out an assignment will be charged to the customer for reimbursement. Travel and per diem for out-of-town assignments will be negotiated at the time of the request.

Cancellations: Customers will be billed in full for any assignment not canceled with **TWO FULL BUSINESS DAYS** notice remaining before the scheduled event. For example, an assignment on Wednesday must be canceled by close of business on the previous Friday to avoid charges. For ongoing college classes, a seven-day notice would be applicable (instead of the two full business-days' notice). MYL bears no obligation to hold **the appointment** time unless equivalent replacement work is available at time of cancellation. It is strongly suggested that Customer remit any notice of cancellation via email.

Duration of Assignment: Should the appointment run past its scheduled time, the direct service provider may or may not be able to continue. All efforts will be made to secure services beyond the requested time. Customer will be responsible for payment of any additional service time provided beyond original duration as scheduled. Should the appointment end early, customer is still responsible to pay for full duration of services as requested and scheduled.

Performances, Conferences and Webinars: Special assignments may require extra preparation time on the part of the interpreters. A written estimate of preparation time and estimated cost will be provided to Customer.

Number of Interpreters: To protect the occupational safety of our interpreters and captioners and to assure the highest quality of communication, assignments exceeding one hour may require a team of two direct providers. A representative from MYL will work with you to determine the number of providers appropriate to the needs of the assignment. In the event that a representative from Customer is unavailable to discuss the number of interpreters required, MYL will make a necessary determination. Once a team of two interpreters is agreed upon, MYL will bill as per agreement regardless if, one of the interpreters is unsecured or cancels. Rates for teamed assignments are charged per direct provider.

Ongoing College Classes: A 20% volume discount will apply to ongoing services scheduled for eight or more weeks in a row. Classes longer than 45 minutes will require a team of two interpreters. There is an additional 1-hour charge for *preparation* time per interpreter per class per week.

Payment Options/Invoices: ACH/EFT payments are preferred. We also accept major credit cards and checks. Customers will receive a detailed invoice. Payment Due Net 30; Interest at 1.5% per month after 30 days. For disputed invoices, the date of the invoice or amendment deemed correct by both parties shall prevail as the official invoice date for the services provided.

Term of Agreement: The rates and terms of this agreement shall be valid until terminated in writing by either party. Prices and terms are subject to change, subject to mutual modification by the parties. The term of this agreement shall commence on the date of the last signature set forth below and extend until nullified by either party.

Independent Contractor Status: MYL is an independent contractor and not an employee of Customer. Nothing in this agreement shall be construed to create a relationship of employer-employee. As the contractor, MYL is responsible for all costs and expenses incurred in the course of doing business.

By signing below, you certify that you are authorized to accept terms on behalf of your organization and you agree that your use of MYL constitutes acceptance of all the rates and policies set forth herein.

SERVICE AGREEMENT

Mind Your Language, Inc Representative	
Signature	
Name	
Date	

Customer Representative	
Signature	
Name	Carmen Ordonez, Director of Fiscal Services Beaumont Unified School District
Date	

**Holidays include New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday After, Christmas Eve, Christmas Day*

#<https://rid.org/ethics/code-of-professional-conduct/>



2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Beaumont Unified School District - 342766

Reference ID: 536586

PO Box 187

Beaumont, CA 92223-0187

Contact: Mat Barnett - (951) 845-1631

Email: mbarnett@beaumontusd.k12.ca.us

Quote Summary

School Count: 4

Renaissance Products & Services Total	\$20,251.10
Applied Discounts	\$(726.40)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$19,524.70

This quote includes: Renaissance Accelerated Reader.

To receive applicable discounts, all orders included on this quote must be received at the same time.

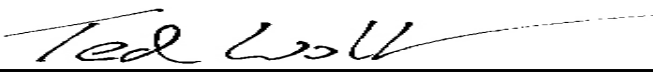
By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy <https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context.

To accept this offer and place an order, [please sign and return this Quote.](#)

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Beaumont Unified School District - 342766
	By:
Name: Ted Wolf	Name: Carmen Ordonez
Title: VP - Corporate Controller	Title: Director of Fiscal Services
Date: 3/1/2024	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Jen Higgins at (909)284-4935, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Quote Details

21st Century Learning Institute - 6599047

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	200	\$7.93	\$(64.00)	\$1,522.00
Professional Services					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
21st Century Learning Institute Total				\$(64.00)	\$1,522.00

Anna House Elementary - 2521172

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	600	\$7.93	\$(192.00)	\$4,566.00
Platform Services					
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$0.00	\$750.00
Professional Services					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
Anna House Elementary Total				\$(192.00)	\$5,316.00

Starlight Elementary School - 7004529

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	735	\$7.93	\$(235.20)	\$5,593.35
Platform Services					
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$0.00	\$750.00
Professional Services					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
Starlight Elementary School Total				\$(235.20)	\$6,343.35

Sundance Elementary School - 1698129

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
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2911 Peach Street, Wisconsin Rapids, WI 54494-1905
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

Applications					
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	735	\$7.93	\$(235.20)	\$5,593.35
Platform Services					
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$0.00	\$750.00
Professional Services					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
Sundance Elementary School Total				\$(235.20)	\$6,343.35

Lexile is a registered trademark of MetaMetrics, Inc.

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Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated 08/20/24, to the AGREEMENT between the Beaumont Unified School District and Turnitin, LLC is as follows:
(Consultant Name as shown on the agreement and W-9)

SECTION A – RENEWAL:

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

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

Amendment No (i.e. 1, 2, or 3) 1 Contract Term: 08/20/24 – 06/30/25

This amendment represents a modification to services as follows:

An agreement to increase the original contract amount from \$40,710.24 to \$43,738.73, to add Artificial Intelligence (AI) detection software.

ORIGINAL CONTRACT AMOUNT \$ 40,710.24

This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 3,028.49

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

NEW CONTRACT AMOUNT \$ 43,738.73

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

Requestor's Information
School/Department: <u>BHS</u>
Contact Person <u>Shelley Bates</u> Ext. <u> </u>
Order Number: _____
Account number: <u>03-343-0898-0-1110-1000-5850</u>
P.O. Number (not required for new contracts): _____

Consultant Authorized Representative

CONSULTANT'S SIGNATURE Courtney Craven
PRINT NAME TITLE 2101 Webster St., Ste. 1800
Address Oakland, CA 94612
City/State/Zip
Phone 510-764-7848 Cell
Email <u>ccraven@turnitin.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:
<input 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)



Order Form to Master Registration Agreement

This Order Form (“**Order Form**”) is entered into between the entities specified in the table below. This Order Form is made a part of the Master Registration Agreement (“MRA”), or such other applicable agreement, between the Turnitin Contracting Party specified in the Billing and Contact Information table below (“**Turnitin**”) and Beaumont Unified School District (“**Customer**”) governing the provision of the Services (the “**Agreement**”). This Order Form is effective as of the date the last party signs this Order Form (the “**Order Form Effective Date**”). All capitalized terms used but not defined in this Order Form have the meanings ascribed to them in the Agreement. For purposes of this Order Form, “**you**” and “**your**” refer to Customer and “**we**” and “**us**” refer to Turnitin. In the event of any conflict between the terms of the Agreement and this Order Form, the terms of this Order Form will govern.

Turnitin, LLC

2101 Webster Street
Suite 1900
Oakland CA 94612
United States

Order Form No: Q-782176-3
Date: 8-Aug-2024
Expires On: 26-Aug-2024

Order form for **Beaumont Unified School District**
Proposed by Brian Daley
Email: bdaley@turnitin.com
Phone: (412) 347-8339

Customer Information	
Billing Account: Beaumont Unified School District	
Billing Street: PO BOX 187	Primary Contact: Jackie Wagner
Billing City: BEAUMONT	Primary Contact Email: jwagner@beaumontusd.k12.ca.us
Billing State/Province: CA	
Billing Zip/Postal Code: 92223-0187	Billing Contact: Beaumont AP
Billing Country: United States	Email: purchasing-ap@beaumontusd.k12.ca.us
Tax ID Number:	



1. Terms and Conditions.

1.1 Use of Products and Services. You acknowledge and agree that our provision and your use of the Products and Services provided hereunder are governed by the terms of the Agreement, available at www.turnitin.com/mra the DPA, available at www.turnitin.com/dpa the Service Terms, available at www.turnitin.com/service-terms and the Turnitin Policies.

2. Training

2.1 On-site or online trainings must be completed within twelve (12) months of the start of Turnitin/iThenticate service, or the expiration of the Term in which Training was licensed whichever is earlier ("Training Term Expiry").

[Training Terms and Conditions](#)

3. Term and Termination

3.1 Term. The term of each Product or Service provided hereunder is specified in the Services and Fees table below:

3.2 Renewal. This Order Form (including your license(s) to the Products/Services provided pursuant to this Order Form) will automatically renew as set forth in Section 19.1.1 of the MRA.

Product Name	License Type	Service Start Date	Service End Date	Quantity	Amount
Turnitin Originality	Enterprise	7-Aug-2024	26-Jul-2025	1	USD 3,028.49
				Net Total:	USD 3,028.49
				Gross Total:	USD 3,028.49

Product Descriptions

Turnitin Originality

Comprehensive protection against academic misconduct including emerging challenges such as AI writing & contract cheating.

4. Fees; Payment Terms.

4.1 Invoices. You will pay the total amount due within Net 30 days of receipt of an invoice. Payments not received within Net 30 days may accrue a late fee (“**Late Fee**”) of two percent (2%) of the total amount due under the invoice per month up to (i) ten percent (10%) of the total amount due or (ii) the maximum Late Fee percentage permitted under Applicable Law, whichever is less. The billing method you have selected is Billing Schedule. In connection with this Order Form, Turnitin will submit invoices to Customer in accordance with the billing method selected and will direct such invoices to Customer via the contact information provided in the Billing and Contact Information table above. Payment instructions will be supplied on the invoices that are generated from the order.

4.2 Indirect Taxes. All fees payable by you are exclusive of Indirect Taxes, except where Applicable Law requires otherwise. We may charge and you will pay applicable Indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Indirect Taxes from you. We will not collect, and you will not pay, any Indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we can claim an available exemption from such Indirect Tax. If you possess a valid exemption certificate from certain taxes, please email such certificate to us at ar@turnitin.com.

4.3 Disputes. In the event of any dispute or discrepancy regarding any invoice, Customer shall notify the Turnitin Engagement Manager at ar@turnitin.com within ten (10) days of receipt of the invoice. Failure to do so will constitute acceptance of the invoice as accurate and due for payment.

4.4 Purchase Order Instructions. If you require a purchase order to submit payment, please follow the below guidance.

1. Please make your purchase order payable to Turnitin, LLC
2. Your institution name and address must be on the purchase order
3. The payment on the purchase order must indicate it is in USD and must equal the USD 3,028.49 amount of the order form
4. Orders cannot be processed from a Purchase Order alone, a signed Order Form must also be provided.
5. Email the purchase order and Order Form to the respective Turnitin representative listed above or orders@turnitin.com

Signed Order Form Instructions

Please check the details at the top of page one. If any of them are blank or incorrect please amend below.

Billing Address	350 W. Brookside Avenue, Beaumont, CA 92223
Billing Contact	Accounting Assistant
Billing Email (General billing email preferred)	purchasing-ap@beaumontusd.k12.ca.us
Tax ID Number	91-1883328

Signature Section

IN WITNESS WHEREOF, the parties have executed this Order Form as of the Order Form Effective Date:

Customer
Beaumont Unified School District
Signature
Printed Name Carmen Ordonez
Printed Title Director of Fiscal Services
Date

San Bernardino Community College District

COMMUNITY APPLICATION/RENTAL CONTRACT FOR USE OF SBCCD OWNED FACILITIES



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

Business Services Use Only

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

Today's Date 8/1/2024

Name of Organization BEAUMONT HIGH SCHOOL ATHLETICS

Phone Number Best _____ Evening _____ Cell 951-203-6095

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

Street Address 39139 Cherry Valley Blvd.

City Beaumont State CA Zip Code 92223

Facility Desired TBD Time Starts TBD Time Ends _____

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

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

What is the purposes for the rental/event type? (Describe)
Swim team and/or water polo team practices during the 2024-25 school year.

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

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

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

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

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

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

Diagram: (May use additional page if necessary.)

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

HOLD HARMLESS AGREEMENT & INSURANCE REQUIREMENT

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

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

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

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

Release and Waiver of Liability and Indemnity Clause

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

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

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

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

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

Community Application/Rental contract continued: Page 4 of 4

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

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

Total Amount Due at Application Approval _____

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

Requester's Name or Authorized Agent Name (Type or Print)

Requester's Authorized Agent Signature

Date

Authorized SBCCD District - Business Manager or Designee

Date

Date Approved _____ Date Disapproved _____ Date Rejected _____

Amount Paid _____

OFFICE USE ONLY

Charges are calculated under: Direct Cost or Fair Rental Value

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

Campus Authorized Agent Name (Type or Print)

Last day to Cancellation Date with no fee

Campus Authorized Agent Signature

Date COI Received

Date

Special Event Cost Breakdown 2024-25

EVENT: [REDACTED]

Schedule of Direct Costs and Fair Rental Values

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

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

Management & Processing Overhead Costs for specific event

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

Specific Event Labor Costs

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

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



PROJECT K.I.N.D.
"Kids In Need of Doctors"

Memorandum of Understanding (MOU)

Between

Riverside County Physicians Memorial Foundation (Project K.I.N.D.)

And

Beaumont Unified School District

2024-2025 School Year

This is an agreement between Riverside County Physicians Memorial Foundation on behalf of Project K.I.N.D., hereinafter called FOUNDATION, and Beaumont Unified School District hereinafter called DISTRICT.

1. Purpose and Scope

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the collaboration and partnership by FOUNDATION in the delivery of providing access to healthcare to children ages 5-17, attending schools within the Beaumont Unified School District. This MOU is to establish the nature of the relationship between FOUNDATION and DISTRICT.

2. Background

The Riverside County Physicians Memorial Foundation is committed to addressing children's health care and community health needs in Riverside County. Project K.I.N.D. is a community based collaborative effort of professional health care providers offering health services to children, ages 5-17, attending Riverside County public schools that are ineligible for federal or state assistance and are without private insurance. FOUNDATION'S mission is to provide these children with access to quality medical, dental and vision care. The relationship between the health of children and their ability to take advantage of education is a primary focus of FOUNDATION. Children who are unhealthy cannot achieve their full academic and social potential in the classroom. FOUNDATION is a non-profit 501(c)3 charitable organization.

3. Responsibilities Under this MOU

- **FOUNDATION** shall undertake the following:
 - A. Expand and maintain the network of volunteer medical, dental, vision and pharmacy health care professionals. Ensure current licensure and liability coverage is obtained and kept on file.
 - B. Coordinate appointments within 24 hours for child's treatment and advising parents of appointment details. FOUNDATION services will only be given to qualified children and in some instances, children may be removed if parents do not adhere to FOUNDATION policies.
 - C. Ensure children's treatment plans are case managed properly and treatment completed whenever possible.

- D. Maintain constant communication with DISTRICT nurses and update on new participating providers and services. Inform DISTRICT nurse of outcome of Intake Form generated to FOUNDATION.
 - E. Ensure PHI is protected by following HIPPA security guidelines.
 - F. Ensure all employees and volunteers who have access to DISTRICT children information are fingerprinted and cleared by the Department of Justice.
 - G. Attend and serve on DISTRICT SARB hearings.
 - H. Attend LEA monthly meetings and update collaborative on FOUNDATION events and news.
- **DISTRICT shall undertake the following:**
 - A. Identify qualified children with acute medical, dental and/or vision need and generate Intake Form to FOUNDATION.
 - B. Provide contact information for referred children and parents.
 - C. Ensure PHI is protected by following HIPPA security guidelines.
 - D. Encourage DISTRICT Nurses to attend FOUNDATION quarterly coalition meetings.
 - E. Connect FOUNDATION leadership staff to any DISTRICT departments that would benefit from FOUNDATION services and partnership.
 - F. Invite FOUNDATION leadership staff to DISTRICT department meetings where funding may be available in support of FOUNDATION.
 - G. DISTRICT commits to supporting PK with a funding contribution of \$11,500.00. Funds will be split as follows: \$10,000 for general PK services and \$1,500.00 for the head lice treatment of BUSD students.

Dolores L. Green
Chief Executive Officer
 Riverside County Physicians
 Memorial Foundation

Beaumont Unified School District

07/17/2024
 Date

Date

**BEAUMONT UNIFIED SCHOOL DISTRICT
PROFESSIONAL CONSULTANT AGREEMENT
(OVER \$5,000)**

THIS AGREEMENT is made effective on August 21, 2024 (date) by and between School Health Services hereafter called "Consultant," and the **Beaumont Unified School District**, hereafter called "District."

RECITALS

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

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

AGREEMENT

- 1. In consultation and cooperation with the District, the Consultant shall provide the professional services described herein (the "Services") consistent with acceptable industry standards or better.
The Services are described in further detail:
 - In the Statement of Work, attached.
 - In the Specification, attached.
 - Below (describe Services on page. 11):

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.

- 2. 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.
- 3. 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.
- 4. **TERM:** The term of this Agreement shall begin on August 21, 2024 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District's termination of the Agreement shall in no way affect Consultant's obligation to hold harmless and indemnify the District in accordance with Section 9 below.

5. **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 \$ 39,434.75 --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.
6. **PAYMENT DUE:** Payment shall be made to the Consultant within thirty (30) days after receipt of all Agreement documents, a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary, or final) issued, dates worked, increments of hourly work (rounded to the nearest one-tenth hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment each month to the Consultant. The District may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the District from loss, including costs and attorneys’ fees, on account of: (1) defective or deficient work product or Services not remedied; (2) failure of the Consultant to make payments properly to its employees or subconsultants; or (3) failure of Consultant to perform all Services in a timely manner so as to conform to any District schedule or other time constraints.
7. **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.
8. **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.
9. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, “Indemnitees”) from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:

- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's subconsultant's employees arising out of Consultant's Services under this Agreement; and
- b. General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by Consultant or any person, firm or corporation employed by the Consultant related to, founded upon or in connection with this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of Indemnites; 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 Indemnites, 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 Indemnites.
- 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 Indemnites 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 Indemnites in any action, suit or other proceedings as a result thereof.

10. **INSURANCE:** During the term of this Agreement, the Consultant shall maintain:

- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. In the event the Consultant/Vendor will be working directly with students, sexual misconduct must be included in the general liability coverage.
 Certificate of General Liability Insurance **and** Additional Insured Endorsement is attached.
- b. Automobile liability insurance in the following amounts:
 \$500,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
 \$25,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.
 Certificate of Auto Liability for \$1,000,000 per occurrence is attached. Consultant certifies it will NOT be transporting anyone on behalf of the District. **OR**
 Certificate of Auto Liability for \$25,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.
- c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer); \$2,000,000 aggregate**
 Certificate of Professional Insurance is attached.
- d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;
 Certificate of Educators' Legal Liability is attached.
- e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.
 Workers' Compensation Insurance Certificate is attached, **OR**
 Sole Proprietor / NO Workers' Compensation Insurance is required. **BUT** must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.
- f. Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and network security. Coverage is required only if (1) products or services related to information technology for hardware

or software are provided to the District and (2) if Consultant has access to personally identifiable information of the District through the provision of such technology-related products or services.

_____ Certificate of Cyber Liability is attached.

- g. Sexual Abuse and Molestation (SAM) Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000.

 X Certificate of SAM Liability is attached.

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

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

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

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. **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.
14. **PUBLIC EMPLOYEE CAVEAT:** The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are performed pursuant to this Agreement.
15. **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.

- 16. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.
- 17. **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.
- 18. **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.
- 19. **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.)
- 20. **IN WITNESS THEREOF,** the parties hereunto have subscribed to this Agreement, including the Agreement documents listed below:

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

- 21. 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:

School Health Services
Name

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

P.O. Box 2767, Riverside, CA 92516
Address, City, State and Zip

Signature Date

CBO or Director of Fiscal Services Date

951-778-9564
Phone Fax

shs@schoolhealthservices.net
Email

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

To the Board of Trustees of Beaumont Unified School District:

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

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

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

Executed at _____, California on _____
Date

Signature

Typed or printed name

Title

Address

Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

Name of Individual(s)

State if Employee or Sub-Contractor

BEAUMONT UNIFIED SCHOOL DISTRICT

WORKERS' COMPENSATION INSURANCE CERTIFICATION

The Consultant shall execute the following form as required by the California Labor Code Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

I understand I am not an employee of Beaumont Unified School District, and I am an independent contractor responsible for my own workers' compensation.

Please check one:

_____ Consultant hereby certifies that Consultant does not employ any individual(s) in the course and scope of Consultant's business operations.

_____ Consultant hereby certifies that Consultant employs individuals in the course and scope of business operations and that Consultant is insured against liability for workers' compensation. Attached is a Certificate of Insurance containing the following information:

- Name and address of the insurance producer, agency.
- The name and address of the "named insured" or policy holder.
- The date the certificate was issued.
- Name of the Insurance Company
- Policy number
- Policy period dates, when coverage began and when it should end.
- Proprietor, Partners, Officers inclusion or exclusion indicator
- Statutory limits indicator
- Employers' liability limits
- Description of operations or special items
- Name and address of the certificate holder, the one who requested the certificate.
- Explanation of conditions/notice required for cancellation.
- Signature of the person issuing the certificate

_____ Date

_____ Consultant

_____ Signature

_____ Title

_____ Business License #

_____ State Contractors License # (if applicable)

Insert W-9

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

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

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

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

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

BEAUMONT UNIFIED SCHOOL DISTRICT

SCOPE OF WORK OR FEE SCHEDULE

PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT

- Description of Service
- W-9 Form if New Contract or Company Name Change
- Certifications if required.
- Business License
- Insurance – General or Professional
- Workers' Comp Certificate or Waiver
- Scope of Work or Fee Schedule



School Health Services
shs@schoolhealthservices.net
 P.O. Box 2767, Riverside, CA 92516
 Phone (951) 778-9564 or fax (951) 346-9350

**MEMORANDUM OF UNDERSTANDING BETWEEN SCHOOL HEALTH SERVICES
 AND BEAUMONT UNIFIED SCHOOL DISTRICT
 2024-2025 School Year**

This agreement by and between School Health Services and Beaumont Unified School District is entered into with the intent of providing staff for mandated services (as defined in Ed. Code 49452) and other health services as requested.

School Health Services Responsibilities:

School Health Services agrees to provide mandated services per student (K-12) at the following rates:

Vision screening – Threshold (far) – mass screening	\$ 2.83
Vision screening – Threshold (near) – mass screening	\$ 2.60
Vision screening – Photoscreening – mass screening	\$ 3.15
Color vision during vision and hearing screening - mass screening 2 nd grade boys	\$ 1.80
Hearing screening – mass screening	\$ 2.48
Hearing recheck/thresholds – mass screening	\$ 2.71
OAE screening – mass screening	\$ 5.20

Hourly Rates:

Hourly rates 2-hour minimum charge / Per person / Per hour - apply to the following	\$100.00
Make-up day, or clinical screening environment	
Preschool screening	
Health Assessments	

Additional hours / Per person / Per hour apply to the following	\$ 75.00
Make-up day, or clinical screening environment	
Color vision without vision and hearing screen	
Preschool screening	
Health Assessments	
Screening Assistants	\$35.00

School Health Services Screening Forms	NC
Results on class lists	NC
Year-end list of hearing numbers by grade/school for students screened by School Health Services.	NC

Hourly charges apply to intermittent breaks in screening schedule in excess of 10 minutes between classes (exception (1) meal break of 30 minutes), or a 25% or more variance in student count occurring between two or more periods	Hourly rate/ per person	\$75.00
Less than 24 hour cancellation		\$400.00
Less than 24 hour cancellation by SHS	Credit	(\$200.00)

Beaumont Unified School District Responsibilities:

- Agrees to provide an appropriate screening space for testing students at each school site.
- Provide class lists suitable for charting results.
- Provide screening schedule as outlined in screening instructions package, 2 weeks prior to scheduled screening day.


Mutual Coordination Responsibilities:

- The School Health Services and the Beaumont Unified School District health services coordinator will facilitate the exchange of information and provide problem resolution.

Beaumont Unified School District expressly agrees to release, discharge, waive and hold harmless School Health Services for the acts of any non-School Health Services' employee on school premises to include, but not limited to parents/guardians/siblings of students and volunteers.

DISTRICT expressly agrees to release, discharge, waive and hold harmless VENDOR, or any employee or agent of VENDOR, from any act or omission of negligence in rendering or failing to render any type of emergency or medical services.

Pertaining to cancellations only, both School Health Services and Beaumont Unified School District agree that any present or future infectious disease that may impact either School Health Services or Beaumont Unified School District performance of its duties herein, shall be treated the same as COVID-19 in this AGREEMENT and either School Health Services or Beaumont Unified School District will have the right to immediate cancellation if adversely affected by a present or future infectious disease.


Mary Raybon Colación June 7, 2024
Board Secretary, School Health Services Date

Superintendent of Schools or Designee Date
Beaumont Unified School District

**BEAUMONT UNIFIED SCHOOL DISTRICT
PROFESSIONAL CONSULTANT
AGREEMENT
(UNDER \$5,000)**

THIS AGREEMENT is made effective on August 21, 2024 (date) by and between Game Changer Recruiting, LLC dba Varsity360 hereafter called "Consultant," and the **Beaumont Unified School District**, hereafter called "District."

RECITALS

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

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

AGREEMENT

- 1. In consultation and cooperation with the District, the Consultant shall provide the professional services described herein (the "Services") consistent with acceptable industry standards or better.
The Services are described in further detail:
 - In the Statement of Work, attached.
 - In the Specification, attached.
 - Below (describe Services on page. 11):

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.

- 2. 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.
- 3. 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.
- 4. **TERM:** The term of this Agreement shall begin on August 21, 2024 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District's termination of the Agreement shall in no way affect Consultant's obligation to hold harmless and indemnify the District in accordance with Section 9 below.

5. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ N/A per hour, for a total cost not to exceed N/A --or-- for a lump sum of \$ 1,295.00 --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile, workers’ compensation (as required by law), professional negligence, and general liability insurance, etc., materials, supplies, and taxes.
6. **PAYMENT DUE:** Payment shall be made to the Consultant within thirty (30) days after receipt of all Agreement documents, a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary, or final) issued, dates worked, increments of hourly work (rounded to the nearest one-tenth hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment each month to the Consultant. The District may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the District from loss, including costs and attorneys’ fees, on account of: (1) defective or deficient work product or Services not remedied; (2) failure of the Consultant to make payments properly to its employees or subconsultants; or (3) failure of Consultant to perform all Services in a timely manner so as to conform to any District schedule or other time constraints.
7. **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.
8. **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.
9. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, “Indemnitees”) from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:

- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's subconsultant's employees arising out of Consultant's Services under this Agreement; and
- b. General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by Consultant or any person, firm or corporation employed by the Consultant related to, founded upon or in connection with this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of Indemnites; 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 Indemnites, 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 Indemnites.
- 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 Indemnites 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 Indemnites in any action, suit or other proceedings as a result thereof.

10. **INSURANCE:** During the term of this Agreement, the Consultant shall maintain:

- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. In the event the Consultant/Vendor will be working directly with students, sexual misconduct must be included in the general liability coverage.
 Certificate of General Liability Insurance **and** Additional Insured Endorsement is attached.
- b. Automobile liability insurance in the following amounts:
 \$500,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
 \$25,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.
 Certificate of Auto Liability for \$1,000,000 per occurrence is attached. Consultant certifies it will NOT be transporting anyone on behalf of the District. **OR**
 Certificate of Auto Liability for \$25,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.
- c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer); \$2,000,000 aggregate**
 Certificate of Professional Insurance is attached.
- d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;
 Certificate of Educators' Legal Liability is attached.
- e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.
 Workers' Compensation Insurance Certificate is attached, **OR**
 Sole Proprietor / NO Workers' Compensation Insurance is required. **BUT** must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.
- f. Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and network security. Coverage is required only if (1) products or services related to information technology for hardware

or software are provided to the District and (2) if Consultant has access to personally identifiable information of the District through the provision of such technology-related products or services.

 X 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.

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. **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.
14. **PUBLIC EMPLOYEE CAVEAT:** The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are performed pursuant to this Agreement.
15. **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.

- 16. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.
- 17. **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.
- 18. **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.
- 19. **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.)
- 20. **IN WITNESS THEREOF**, the parties hereunto have subscribed to this Agreement, including the Agreement documents listed below:

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

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

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

CONSULTANT:

DISTRICT:

Game Changer Recruiting, LLC dba Varsity360
 Name

4454 Camino De La Rosa, Newbury Park, CA 91320
 Address, City, State and Zip

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

 Signature Date

 CBO or Director of Fiscal Services Date

805-807-8046
 Phone Fax

steve@varsity360.io
 Email

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

To the Board of Trustees of Beaumont Unified School District:

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

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

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

Executed at _____, California on _____
Date

Signature

Typed or printed name

Title

Address

Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

Name of Individual(s)

State if Employee or Sub-Contractor

BEAUMONT UNIFIED SCHOOL DISTRICT

WORKERS' COMPENSATION INSURANCE CERTIFICATION

The Consultant shall execute the following form as required by the California Labor Code Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

I understand I am not an employee of Beaumont Unified School District, and I am an independent contractor responsible for my own workers' compensation.

Please check one:

_____ Consultant hereby certifies that Consultant does not employ any individual(s) in the course and scope of Consultant's business operations.

_____ Consultant hereby certifies that Consultant employs individuals in the course and scope of business operations and that Consultant is insured against liability for workers' compensation. Attached is a Certificate of Insurance containing the following information:

- Name and address of the insurance producer, agency.
- The name and address of the "named insured" or policy holder.
- The date the certificate was issued.
- Name of the Insurance Company
- Policy number
- Policy period dates, when coverage began and when it should end.
- Proprietor, Partners, Officers inclusion or exclusion indicator
- Statutory limits indicator
- Employers' liability limits
- Description of operations or special items
- Name and address of the certificate holder, the one who requested the certificate.
- Explanation of conditions/notice required for cancellation.
- Signature of the person issuing the certificate

_____ Date

_____ Consultant

_____ Signature

_____ Title

_____ Business License #

_____ State Contractors License # (if applicable)

Insert W-9

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

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

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

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

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

BEAUMONT UNIFIED SCHOOL DISTRICT

SCOPE OF WORK OR FEE SCHEDULE

PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT

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



PURCHASE ORDER

P.O. NUMBER	DATE
07908	3/29/24

VENDOR	CUSTOMER
--------	----------

NAME
 Steve Okun

COMPANY NAME
 Game Changer Recruiting, LLC (DBA Varsity360)

ADDRESS
 4454 Camino De La Rosa
 Newbury Park, CA 91320

PHONE
 805-807-8046

EMAIL ADDRESS
 steve@varsity360.io

NAME
 Jacob Van Hofwegen

HIGH SCHOOL NAME
 Beaumont High School

ADDRESS
 39139 Cherry Valley Blvd
 Beaumont, CA 92223

PHONE
 951-845-3171

EMAIL ADDRESS
 jacobv@beaumontusd.k12.ca.us

Code	Product Description	Quantity	Unit Price	Amount
Advantage Plus	1,500+ NCAA D1, D2, D3, NAIA, & JUCO College Programs. 30+ Collegiate Sports. 94,000+ College Coaches. Unlimited Varsity Athletes. College Search App. Coach Relationship Management (CRM). Mental Health Courses (6). Administrator Access.	1	\$1,295	\$1,295

Note:	Subtotal (\$)	1,295
	Total Amount (\$)	1,295

Varsity360

**Level the playing field for every
student-athlete.**

College Research Tools

Search Colleges







Search by School Name..

Athletics

- Football
- NCAA D1
- FCS
- Conference
- West
- State

Academics

- Average GPA \leq 3.50
- ACT Composite \leq 25
- SAT Reading \leq 560
- SAT Math \leq 680
- Acceptance Rate \geq 25%
- Number of Undergrads \geq 3,000
- Yearly Cost \leq \$45,000

	University of Idaho Public • 9,586 Students • \$41,056/year Moscow, Idaho FCS Big Sky West	→ ☆
	Montana State University Public • 14,340 Students • \$42,789/year Bozeman, Montana FCS Big Sky West	→ ☆
	University of Montana Public • 10,077 Students • \$42,102/year Missoula, Montana FCS Big Sky West	→ ☆
	Eastern Washington University Public • 11,217 Students • \$43,187/year Cheney, Washington FCS Big Sky West	→ ☆
	Southern Utah University Public • 8,407 Students • \$34,360/year Cedar City, Utah FCS WAC West	→ ☆
	University of Northern Colorado Public • 10,011 Students • \$37,934/year Greeley, Colorado	→ ☆







Unlimited Target Schools

Varsity360

Demo View

SEARCH TARGET SCHOOLS MENTAL HEALTH LIBRARY SETTINGS

Target Schools

 <p>University of California - Davis Public • 29,379 Students • \$67,405/year Davis, California</p> <p>FCS Big West West</p>	Sent Email with Highlight Video (3) ▾
 <p>University of San Diego Private (not-for-profit) • 5,711 Students • \$72,033/year San Diego, California</p> <p>FCS West Coast West</p>	Contacted - Interested ▾
 <p>San Diego State University Public • 29,860 Students • \$42,120/year San Diego, California</p> <p>FBS Mountain West West</p>	Contacted - Not Interested ▾
 <p>California State University - Fresno Public • 21,530 Students • \$34,112/year Fresno, California</p> <p>FBS Mountain West West</p>	Request for Additional Information ▾
 <p>California Polytechnic State University - San Luis Obispo Public • 20,426 Students • \$44,743/year San Luis Obispo, California</p> <p>FCS Big West West</p>	Interested - Went Dark ▾
 <p>California State University - Sacramento Public • 27,951 Students • \$36,022/year Sacramento, California</p> <p>FCS WAC West</p>	Waiting for Response ▾

College Coach Contacts – Emails & Social Media

Varsity360

Demo View

SEARCH TARGET SCHOOLS MENTAL HEALTH LIBRARY SETTINGS

← University of California - Davis



Request for Additional Information



Public • 29,379 Students • \$67,405/year
Davis, California
[View Majors Offered](#)

FCS Big West West

AVERAGE GPA
4.03

ACCEPTANCE RATE
41.24%

US NEWS RANKING
#46

COMPOSITE ACT
25-33

SAT READING
570-670

SAT MATH
730-730

CITY SIZE
50,000-75,000

Football

Questionnaire

Tim Plough Head Coach	trplough@ucdavis.edu
Lucas Govan Director of Player Personnel	lhgovan@ucdavis.edu
Matt Kitchen Director of Operations	mjkitchen@ucdavis.edu
Taylor Chapatte Assistant Coach (Tight Ends)	tmchapatte@ucdavis.edu
Evan Hicks Assistant Coach (Safeties, Special Teams)	ethicks@ucdavis.edu
Kevin Burke Assistant Coach (Running Backs)	kburke@ucdavis.edu
Mike Cody Assistant Coach (Offensive Coordinator...)	mtcody@ucdavis.edu
Trey Shimabukuro Assistant Coach (Offense)	tshimabukuro@ucdavis.edu
Isaiah Jackson Assistant Coach (Inside Linebackers)	ljackson@ucdavis.edu

Notepad

2/27- Coach loved my highlights. Asked for my transcripts and test scores. Need to send over.



View Majors Offered & Complete Questionnaires



University of California - Davis

Request for Additional Information



Public • 29,379 Students • \$67,405/year
Davis, California
[View Majors Offered](#)

FCS

Big West

West

AVERAGE GPA

4.03

ACCEPTANCE RATE

41.24%

US NEWS RANKING

#46

COMPOSITE ACT

25-33

Football

Questionnaire

Coach Relationship Management (CRM) System

Varsity360

Demo View

SEARCH TARGET SCHOOLS MENTAL HEALTH LIBRARY SETTINGS

← California Polytechnic State University - San Luis Obispo ★

Request for Additional Information

- New Target School
- Attempted Contact
- Sent Email with Highlight Video (1)
- Sent Email with Highlight Video (2)
- Sent Email with Highlight Video (3)
- Sent Email with Highlight Video (4)
- Sent Email with Highlight Video (5)
- Sent Email with Highlight Video (6+)
- Waiting for Response
- No Response
- Received Response
- Replied - Thank You
- Contacted - Interested
- Contacted - Not Interested
- Request for Additional Information**
- Sent Requested Information
- Follow-up Required
- Interested - Went Dark
- Scheduled Meeting
- Met-in-Person

Questionnaire



Paul Wulff
Head Coach

pwulff@calpoly.edu
805-756-7687

Lee Yerty
Director of Operations

wsyerty@calpoly.edu
805-756-7687

Asa Jackson
Assistant Coach (Wide Receivers)

asjackso@calpoly.edu
805-756-7687

1/27 - Sent Coach Jackson my highlights and he replied back "Love it!". Asked for my transcripts and test scores. Need to send those over.



Varsity360's Online Mental Health Course



Presenting a six-lesson program, developed in collaboration with the Center for Athlete Well-Being.

This program was created with the aim of diminishing the negative associations surrounding seeking support for mental health issues. It introduces a fresh perspective on mental health, guiding participants to dismantle misconceptions about mental health treatment, instill self-assurance in seeking help irrespective of their current mental well-being, and empower them to be advocates for others.

Lessons 1 & 2



Lesson 1: Stigma

Provide a definition of stigma and analyze your personal perspective on mental health stigma within the context of your own experiences.



Lesson 2: Mental Health Spectrum

Explore the causes behind stigma and contemplate how viewing mental health through the spectrum can shape our perspectives on the subject.

Lessons 3 & 4



Lesson 3: Emotions Are Information

Illustrate how our thoughts, emotions, and behavior mirror aspects of our mental health.



Lesson 4: The Power of Our Thoughts

Introduce essential skills associated with comprehending and discussing our individual mental well-being.

Lessons 5 & 6



Lesson 5: Help-Seeking

Unveil the mysteries surrounding counseling and therapy, while also tackling any potential apprehensions individuals may have about reaching out for mental health support.



Lesson 6: Be An Upstander

Engage in exercises to enhance your abilities in supporting and communicating with a friend or teammate experiencing challenges with their mental health.

Comprehensive Resource Library

The Game Changer: The Importance of a Stellar Highlight Film for Student-Athletes' College Recruitment

Breaking the Silence: Mental Health in High School Athletics

Debunking Common Myths About College Recruiting

Debunking the Myth: Why Student-Athletes Don't Need Recruiting Services to Play at the College Level

Enhancing Student-Athlete Recruitment: The Power of Coach Relationship Management Platforms (CRMs)

Exploring the Pros and Cons of Student-Athletes at Division II Schools: Balancing Academics and Athletics

Inside College Athletics: Unraveling Options - Walk-On vs. Preferred Walk-On

Maximizing the Spring Evaluation Period: A Guide for High School Football Players

Navigating the NCAA Recruiting Calendar: A Guide for High School Student-Athletes (2023-24)

Navigating the World of Student-Athletes at Division 1 Colleges: Pros and Cons



Connect and nurture relationships with college coaches.

Student-athletes gain Exclusive Access to self-manage their recruitment journey & discover the vast landscape of collegiate athletics - 1,591 Diverse Schools - 30+ Sports - D1, D2, D3, NAIA, JUCOs - 94,842 College Coaches.

Pricing

Advantage Plus

\$1,295 /year

For High School Athletic Directors:

- ✔ 1,500+ NCAA D1, D2, D3, NAIA, & JUCO College Programs
- ✔ 30+ Collegiate Sports
- ✔ 94,000+ College Coaches
- ✔ Unlimited Varsity Athletes
- ✔ College Search App
- ✔ Coach Relationship Management (CRM)
- ✔ Mental Health Courses
- ✔ Administrator Access

Advantage

\$995 /year

For High School Athletic Directors:

- ✔ 1,500+ NCAA D1, D2, D3, NAIA, & JUCO College Programs
- ✔ 30+ Collegiate Sports
- ✔ 94,000+ College Coaches
- ✔ Unlimited Varsity Athletes
- ✔ College Search App
- ✔ Coach Relationship Management (CRM)
- ✔ Administrator Access

Thank You



Varsity360.io

**BEAUMONT UNIFIED SCHOOL DISTRICT
PROFESSIONAL CONSULTANT
AGREEMENT (UNDER \$5,000)**

THIS AGREEMENT is made effective on August 21, 2024 (date) by and between SAVVAS Learning Company, LLC hereafter called "Consultant," and the **Beaumont Unified School District**, hereafter called "District."

RECITALS

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

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

AGREEMENT

- 1. In consultation and cooperation with the District, the Consultant shall provide the professional services described herein (the "Services") consistent with acceptable industry standards or better.
The Services are described in further detail:
 - In the Statement of Work, attached.
 - In the Specification, attached.
 - Below (describe Services on page. 11):

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.

- 2. 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.
- 3. 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.
- 4. **TERM:** The term of this Agreement shall begin on August 21, 2024 and terminate automatically on June 30, 2030, 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.

5. **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 \$ 4,840.00 --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.
6. **PAYMENT DUE:** Payment shall be made to the Consultant within thirty (30) days after receipt of all Agreement documents, a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary, or final) issued, dates worked, increments of hourly work (rounded to the nearest one-tenth hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment each month to the Consultant. The District may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the District from loss, including costs and attorneys’ fees, on account of: (1) defective or deficient work product or Services not remedied; (2) failure of the Consultant to make payments properly to its employees or subconsultants; or (3) failure of Consultant to perform all Services in a timely manner so as to conform to any District schedule or other time constraints.
7. **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.
8. **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.
9. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, “Indemnitees”) from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:

- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's subconsultant's employees arising out of Consultant's Services under this Agreement; and
- b. General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by Consultant or any person, firm or corporation employed by the Consultant related to, founded upon or in connection with this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of Indemnites; 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 Indemnites, 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 Indemnites.
- 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 Indemnites 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 Indemnites in any action, suit or other proceedings as a result thereof.

10. **INSURANCE:** During the term of this Agreement, the Consultant shall maintain:

- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. In the event the Consultant/Vendor will be working directly with students, sexual misconduct must be included in the general liability coverage.
 Certificate of General Liability Insurance **and** Additional Insured Endorsement is attached.
- b. Automobile liability insurance in the following amounts:
 \$500,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
 \$25,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.
 Certificate of Auto Liability for \$1,000,000 per occurrence is attached. Consultant certifies it will NOT be transporting anyone on behalf of the District. **OR**
 Certificate of Auto Liability for \$25,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.
- c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer); \$2,000,000 aggregate**
 Certificate of Professional Insurance is attached.
- d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;
 Certificate of Educators' Legal Liability is attached.
- e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.
 Workers' Compensation Insurance Certificate is attached, **OR**
 Sole Proprietor / NO Workers' Compensation Insurance is required. **BUT** must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.
- f. Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and network security. Coverage is required only if (1) products or services related to information technology for hardware

or software are provided to the District and (2) if Consultant has access to personally identifiable information of the District through the provision of such technology-related products or services.

 X 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.

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. **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.
14. **PUBLIC EMPLOYEE CAVEAT:** The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are performed pursuant to this Agreement.
15. **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.

- 16. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.
- 17. **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.
- 18. **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.
- 19. **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.)
- 20. **IN WITNESS THEREOF,** the parties hereunto have subscribed to this Agreement, including the Agreement documents listed below:

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

21. 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:

SAVVAS Learning Company, LLC
Name

P.O. Box 6820, Chandler, AZ 85246
Address, City, State and Zip

Signature Date

951-897-5828
Phone Fax

carolyn.andrews@savvas.com
Email

DISTRICT:

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

CBO or Director of Fiscal Services Date

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

To the Board of Trustees of Beaumont Unified School District:

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

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

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

Executed at _____, California on _____
Date

Signature

Typed or printed name

Title

Address

Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

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

BEAUMONT UNIFIED SCHOOL DISTRICT

WORKERS' COMPENSATION INSURANCE CERTIFICATION

The Consultant shall execute the following form as required by the California Labor Code Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

I understand I am not an employee of Beaumont Unified School District, and I am an independent contractor responsible for my own workers' compensation.

Please check one:

_____ Consultant hereby certifies that Consultant does not employ any individual(s) in the course and scope of Consultant's business operations.

_____ Consultant hereby certifies that Consultant employs individuals in the course and scope of business operations and that Consultant is insured against liability for workers' compensation. Attached is a Certificate of Insurance containing the following information:

- Name and address of the insurance producer, agency.
- The name and address of the "named insured" or policy holder.
- The date the certificate was issued.
- Name of the Insurance Company
- Policy number
- Policy period dates, when coverage began and when it should end.
- Proprietor, Partners, Officers inclusion or exclusion indicator
- Statutory limits indicator
- Employers' liability limits
- Description of operations or special items
- Name and address of the certificate holder, the one who requested the certificate.
- Explanation of conditions/notice required for cancellation.
- Signature of the person issuing the certificate

_____ Date

_____ Consultant

_____ Signature

_____ Title

_____ Business License #

_____ State Contractors License # (if applicable)

Insert W-9

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

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

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

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

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

BEAUMONT UNIFIED SCHOOL DISTRICT

SCOPE OF WORK OR FEE SCHEDULE

PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT

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



Michael Breyer

Beaumont Unified Sch District
 350 W Brookside Ave
 CHERRY VALLEY, CA 92223-4073
 United States

Quote Number: 280376-1
Quote Creation Date: 07-24-2024
Quote Expiration Date: 09-30-2024

Quote Release: 1

Ethnic Studies Price Quote Summary

Solution	Base Amount	Total
Schaefer, Racial and Ethic Groups	\$ 4,840.00	\$ 4,840.00
Solution Subtotal	\$ 4,840.00	\$ 4,840.00
	Shipping & Handling	\$ 0.00
		Total \$ 4,840.00

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
Schaefer, Racial and Ethic Groups				
Revel® Racial and Ethnic Groups 15th Edition Update Schaefer ©2019				
9780137905652	Revel Racial and Ethnic Groups, 15e (6-Year access) Revel 100% Digital Solutions-Institutional Licensing¿*	121.00	40	\$4,840.00
	Revel® Racial and Ethnic Groups 15th Edition Update Schaefer ©2019 Subtotal			\$ 4,840.00
	Schaefer, Racial and Ethic Groups Subtotal			\$ 4,840.00
	Solution Subtotal			\$ 4,840.00
			Shipping and Handling	\$ 0.00
				Total \$ 4,840.00

Savvas Learning Company LLC Terms and Conditions

To place your order please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form **or** by mail. Please submit your PO and price quote via one of the following methods:

Online: <https://support.savvas.com/support/s/customerserviceus>

Mail: PO Box 6820, Chandler, AZ 85246

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS. For questions regarding your order please call Customer Service: 1-800-848-9500.

Price quote: This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard payment terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format.

Shipping & handling charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will appear on the customer proposal and invoice as a S&H charge.

Taxes: All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

Platforms: Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

Damaged & Defective Products: If a print product, or the print component of a blended (print & digital) product, is received in damaged or defective condition, Savvas will issue a credit or replacement at no charge to the customer if the customer promptly (no later than 120 days) returns the damaged or defective product. Customers must report missing product immediately upon receipt.

Return Policy: Returns (other than damaged or defective products) are subject to the following conditions: (a) materials must be returned to Savvas at the customer's expense in new, unused condition, suitable for resale by Savvas (note that any barcoding, stickering, stamping or similar marking on any print materials renders them unsuitable for resale); (b) materials must be returned within six (6) months from the date of purchase; (c) the customer must obtain a Return Materials Authorization ("RMA") from Savvas prior to returning the materials, and must ship the materials back to Savvas within thirty days of receiving the RMA; (d) all materials sold in a set or package must be returned complete as originally sold; and (e) any materials provided by Savvas to the customer on a no-charge basis in consideration of the customer's purchase must be returned in proportion to the purchased materials that are being returned for a credit. A restocking fee of 3% may be applied to credits over \$1,000. Savvas' return policy does not apply to science lab kits or trade publication novels, which are sold on a non-returnable basis.

Consumable Worktexts: Subsequent year consumable worktexts will ship each year on the anniversary of the original order date for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to shipment date. (the anniversary of the original order date unless changed). Changes can be made on the Subscription Worktext Site:

<https://worktext-subscriptions.savvas.com>

Annual subscriptions for iLit and Successmaker Only: Savvas' iLit and Successmaker products (and no others) automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified.

Technical support services are included with purchase of Savvas digital products.

online help: <https://support.savvas.com/support/s/k12-curriculum-support-form>

phone: 1-800-848-9500

Professional Services: Professional Services: All paid services must be delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. Any cancellation made with less than 72 hours' notice will result in a cancellation fee equal to the full price of the event. MySavvasTraining is included with purchase of products (<https://mysavvastraining.com>).

CONSULTANT SERVICES AGREEMENT

(SPECIAL INSPECTION AND/OR TESTING SERVICES)

This AGREEMENT is made and entered into this 20th day of August in the year 2024 (“EFFECTIVE DATE”), by and between the BEAUMONT UNIFIED SCHOOL DISTRICT, hereinafter referred to as (the “DISTRICT”), and Leighton Consulting, Inc., hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

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

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

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I

SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT

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

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

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform, for the benefit of the DISTRICT, such services as are called for hereunder.

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

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

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

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

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

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

4. The CONSULTANT shall prepare and submit an Interim Verified Report to the DSA, and provide a copy of such report to the Project Inspector for each of the applicable sections of the Project Inspection Cards (Form DSA 152), that are required for the completion of the PROJECT, when such sections require special inspections and/or testing prior to the Project Inspector's approval and sign off. The applicable sections of the Project Inspection Cards are as follows:

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

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

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

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

7. The CONSULTANT shall work under the technical direction and supervision of the Project Inspector or the Architect/Engineer as applicable. The CONSULTANT shall keep the Project Inspector, the Architect/Engineer, the Structural Engineer and the DISTRICT informed of all special inspections, testing and/or PROJECT related activities being performed by the CONSULTANT in order to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The CONSULTANT shall keep the Project Inspector, Architect/Engineer, Structural Engineer and the DISTRICT thoroughly informed as to the progress of the work by submitting detailed daily reports, in writing, to the Project Inspector which outline the work inspected and/or tested. The CONSULTANT shall submit the detailed daily reports to the Project Inspector on the same day the inspections, testing and/or PROJECT related activities are performed and shall provide the Architect/Engineer, Structural Engineer and the DISTRICT with a copy of such reports. The CONSULTANT shall also submit daily special inspection reports in a timely manner to the Project Inspector so as not to delay the PROJECT. However, in no event shall the CONSULTANT submit a special inspection report to the Project Inspector later than fourteen (14) days from the date the special inspections

are performed. The CONSULTANT shall provide a copy of each daily special inspection report to the Architect/Engineer, Structural Engineer and the DISTRICT on the day the original report is submitted to the Project Inspector.

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

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

ARTICLE III **TERMINATION**

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

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings, reports and/or other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of

performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to the CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Section 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

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

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

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

7. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE III OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE IV
REPORTS AND/OR OTHER DOCUMENTS

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

ARTICLE V
ACCOUNTING RECORDS OF THE CONSULTANT

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

ARTICLE VI
COMPENSATION TO THE CONSULTANT

1. The DISTRICT shall compensate the CONSULTANT as follows:
 - a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in EXHIBIT "A", inclusive of reimbursable expenses, for performing the basic services required by this AGREEMENT subject to the limitations set forth herein this Article VI, Section 1(a). In no event shall the CONSULTANT's compensation exceed **FOUR THOUSAND FIVE HUNDRED NINETY FIVE Dollars (\$4,595.00)** for performing all the basic services detailed in Article II and EXHIBIT "A". CONSULTANT shall invoice costs monthly for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation.
 - b. Invoices requesting payment for Additional Services performed in accordance with Article VII below must reflect the compensation approved by the DISTRICT and include a copy of the DISTRICT's written authorization. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services and no claim by the

CONSULTANT for additional compensation related to Additional Services shall be valid absent such prior written approval by the DISTRICT to proceed with such Additional Services as required by Article VII.

ARTICLE VII
ADDITIONAL CONSULTANT SERVICES

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

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

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

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

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

ARTICLE VIII
MISCELLANEOUS

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to

CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

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

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by CONSULTANT in accordance with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

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

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

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

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

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

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

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

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

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

the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

JASON D. HERTZBERG

By: _____

DISTRICT:

Beaumont Unified School District
Carmen Ordonez - Director of Fiscal Services

By: _____

EXHIBIT “A”

(INSERT CONSULTANT’S PROPOSAL)

July 17, 2024

Proposal No. 038.P000025241

Beaumont Unified School District
Facilities Planning Department
350 Brookside Avenue
Beaumont, California 92223

Attention: Ms. Ana Gonzalez
Director of Facilities Planning

**Subject: Proposal to Provide Post-Construction Testing and Special Inspections
Existing Multi-Purpose Building (Relocatable)
San Gorgonio Middle School (Formerly Mountain View Jr. High)
1591 Cherry Avenue #5121, Beaumont, California
DSA Application No. 04-52454**

In response to your request, Leighton Consulting, Inc. (Leighton) presents this proposal to conduct post-construction testing and special inspections for the existing multi-purpose building (relocatable) within the San Gorgonio Middle School (formerly Mountain View Jr. High) campus located at 1591 Cherry Avenue #5121, in the City of Beaumont, California. We understand that as part of the DSA certification process for older construction projects, the Division of the State Architect (DSA) has provided a re-examination process to possibly certify the existing building under the basis of Education Code (EC) section 17315(b)/81147(b). Information about this was obtained from the provided *DSA Certification of School Construction Project, DSA Application Number A #04-52454 MOUNTAIN VIEW JR. HIGH (Now: San Gorgonio MS)* dated December 4, 2013.

The existing multi-purpose modular building is approximately 40 feet by 143.5 feet in dimension supported on shallow foundations. Based on our review, we understand that during construction of the existing Multi-Purpose Building (04-52454), verified reports for in-plant inspection or the in-plant shop welding were both missing, and one is required for certification. In lieu of these reports, DSA has allowed an inspection program to be

developed by a design professional consisting of non-destructive visual inspection including but not limited to the presence of welds at column/beam connections, member sizes, ceiling attachment, mechanical unit attachments, Fire Alarm, etc. Ultrasonic testing can be utilized as required.

From email correspondence, we understand Leighton will be provided with a checklist of items requiring inspections associated with the missing welding verified reports at a later date.

SCOPE OF WORK

Our scope of work for the proposed post-construction testing, and inspections are based on the provided *Certification of School Construction Project*. Each task is described in the following sections. At the time of this proposal, the required testing checklist has not been completed, once available we can further refine our proposal to address all items on the memorandum specific to this project.

Task 1 -Testing & Special Inspections

- **Steel Inspection:** We will provide an American Welding Society (AWS) Certified Welding Inspector (CWI) to perform post-construction Quality Assurance (QA) observation of light-gauge steel, structural steel, and welding on site. Our CWI will tabulate/record inspected welds including listing defective welds. Our CWI will also identify materials and inspect metal roof decking. **We assume others will expose the welds and provide access (ladders, etc.).**
- **Non-Destructive Testing (NDT):** We will provide an American Society for Nondestructive Testing (ASNT) certified inspector to test welded joints at the site. Their work will consist of weld testing and inspection with the use of Non-Destructive Testing (NDT), such as magnetic particle, ultrasonic, or other aids that they may deem necessary to evaluate the adequacy of the welding per approved structural plans and job specifications.

PROJECT MANAGEMENT AND REPORTING

We will coordinate our field personnel and provide administrative support services. We will also provide professional materials testing management, supervision and internal quality control. DFRs written by our special inspectors and technicians in the field will be reviewed and prepared for distribution. Concerns encountered in the field and noted

on DFRs, and any material tested and found not to conform to project specifications, will be brought to the attention of your project superintendent or designated representative.

SCHEDULE

The special inspections testing scope of work will be dependent on the project needs. Our schedule will be dependent on others exposing the inspection areas requested within the inspection checklist to be provided at a future date. Based on the size of the multi-purpose building, we anticipate field special inspections can be completed within 1 week.

FEES

Our budgeted hourly rates are based on the assumption that this is a California prevailing wage project. Our fees will be reduced if this project is not subject to California prevailing wage requirements.

The scope and fees for our testing and special inspections may need to be revised after we are able to review the list of required inspections. Our schedule is dependent on inspection and test areas being exposed and accessible. We have estimated a fee of Four Thousand Five Hundred Ninety Five Dollars (\$4,595). Our fees will accumulate on a time-and-materials basis in accordance with our attached Professional Fee Schedule.

The cost estimates presented in this proposal may need to be amended if additional tasks or time are required. You will be notified should the cost of our services exceed the amounts estimated by this proposal. Services required beyond those addressed by this proposal will be billed on a time-and-expenses basis in accordance with our Professional Fee Schedule.

At the time of this proposal, the design professional has not been selected and thus the typical project memorandum/inspection checklist has not been developed. Once the design professional develops the testing program, we can revise our proposal and cost to address specific tests requested.

TERMS AND CONDITIONS

Since this is a California public works project, we will need a **DIR Project ID** from you (the “awarding body”) before we begin any prevailing wage work on site; see:

<https://www.dir.ca.gov/Public-Works/Awarding-Bodies.html>

<https://www.dir.ca.gov/pwc100ext/ExternalLookup.aspx>

We have not included budget to staff your project with an apprentice. Although possible under California prevailing wage law, based on our experience, we do not anticipate an apprentice will be dispatched for training on this project. If we are required to provide training for an apprentice on your project, then additional fees would be required to cover that additional labor expense, beyond what we currently propose.

If this proposal is acceptable, please provide us with a Purchase Order.

CLOSING

We appreciate this opportunity to be of service. If you have any questions or information that would update our scope of work, please contact us at your convenience. The undersigned can be reached at **(866) LEIGHTON**, specifically at the phone extension and e-mail address listed below.

Respectfully submitted,

LEIGHTON CONSULTING, INC.


Jason D. Hertzberg, PE, GE 2711
Principal Engineer
Extension 8772, jhertzberg@leightongroup.com


Jose Tapia, PE 91630
Senior Project Engineer
Extension 8786, jtapia@leightongroup.com

JAT/JDH/rsm

Attachment: Table 1 - Breakdown of Estimated Fees
Professional Fee Schedule

Distribution: Addressee

Leighton Consulting, Inc.

Table 1 Estimated Fees

Beaumont USD San Gorgonio MS Multi-Purpose BLDG MTI
Material Testing and Special Inspection During Construction

Proposal # 038.P000025241

TASK DESCRIPTION	RATE	UNITS	COST	
Pre-Construction Meeting/Project Review & Setup				
Project Engineer	Project Setup and Review	\$180.00 / hour	1	\$180.00
			SUBTOTAL	\$180.00
Prevailing Wage Special Inspection				
Non Destructive Testing (Prevailing Wage)	NDT Testing	\$150.00 / hour	8	\$1,200.00
Special Inspector (Prevailing Wage)	Welding (Verification)	\$146.00 / hour	16	\$2,336.00
			SUBTOTAL	\$3,536.00
Project Administration and Management				
Associate		\$221.00 / hour	2	\$442.00
Project Engineer		\$180.00 / hour	2	\$360.00
Dispatcher		\$77.00 / hour	1	\$77.00
			SUBTOTAL	\$879.00
Field Equipment - Project Specific				
			TOTAL ESTIMATED COST	\$4,595.00

LABOR RATES

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Technician I.....	85	Project Administrator/Word Processor/Dispatcher	77
Technician II / Special Inspector	94	Information Specialist	113
Senior Technician / Senior Special Inspector	110	CAD Operator.....	131
Prevailing Wage (field soils / materials tester) *	143	GIS Specialist.....	131
Prevailing Wage (Special Inspector) *	146	GIS Analyst	153
Prevailing Wage (On site Source Inspector, NDT and soil remediation O&M)*	150	Staff Engineer / Geologist / Scientist	143
System Operation & Maintenance (O&M) Specialist.....	139	Senior Staff Engineer / Geologist / Scientist / ASMR	156
Non Destructive Testing (NDT).....	146	Operations / Laboratory Manager.....	171
Deputy Inspector	110	Project Engineer / Geologist / Scientist	180
Field / Laboratory Supervisor	139	Senior Project Engineer / Geologist / Scientist / SMR.....	198
Source Inspector	126	Associate.....	221
City of Los Angeles Deputy Building (including Grading) Inspector	149	Principal.....	243
* See Prevailing Wages in Terms and Conditions		Senior Principal	293

GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CLASSIFICATION & INDEX PROPERTIES		COMPACTION & PAVEMENT SUBGRADE TESTS	
Photograph of sample	10	Standard Proctor compaction, 4 points (ASTM D698)	
Moisture content (ASTM D2216).....	20	- 4 inch diameter mold (Methods A & B)	160
Moisture & density (ASTM D2937) ring samples.....	30	- 6 inch diameter mold (Method C)	215
Moisture & density (ASTM D2937) Shelby tube or cutting	40	Modified Proctor compaction 4 points (ASTM D1557):	
Atterberg limits 3 points (ASTM D4318):	150	- 4 inch diameter mold Methods A & B.....	220
- Single point, non-plastic.....	85	- 6 inch diameter mold Method C.....	245
- Atterberg limits (organic ASTM D2487 / D4318)	180	Check point (per point)	65
- Visual classification as non-plastic (ASTM D2488).....	10	Relative compaction of untreated/treated soils/aggregates (CTM 216)	250
Particle size:		Relative density 0.1 ft mold (ASTM D4253, D4254)	235
- Sieve only 1½ inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202).....	135	California Bearing Ratio (ASTM D1883)	
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202).....	175	- 3 point.....	500
- Hydrometer only (ASTM D7928)	110	- 1 point.....	185
- Sieve + hydrometer ≤3 inch sieve, (ASTM 7928)	185	R-Value untreated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301).....	310
- Percent passing #200 sieve, wash only (ASTM D1140).....	70	R-Value lime or cement treated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	340
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ASTM D854/CTM 207).....	130	SOIL CHEMISTRY & CORROSIVITY	
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206).....	100	pH Method A (ASTM D4972 or CTM 643)	45
- Total porosity - on Shelby tube sample (calculated)	165	Electrical resistivity – single point – as received moisture.....	45
- Total porosity - on other sample (calculated)	155	Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	90
Shrinkage limits wax method (ASTM D4943).....	126	pH + minimum resistivity (CTM 643)	130
Pinhole dispersion (ASTM D4647).....	210	Sulfate content - gravimetric (CTM 417 B Part 2).....	70
Dispersive characteristics (double hydrometer ASTM D4221)	90	Sulfate content - by ion chromatograph (CTM 417 Part 2)	80
As-received moisture & density (chunk/carved samples).....	60	Sulfate screen (Hach®)	30
Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217)	105	Chloride content (AASHTO T291/CTM 422)	70
SHEAR STRENGTH		Chloride content – by ion chromatograph (AASHTO T291/CTM 422).....	80
Pocket penetrometer	15	Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	265
Direct shear (ASTM D3080, mod., 3 points):		Organic matter content (ASTM D2974)	65
Consolidated undrained - 0.05 inch/min (CU)	285	CONSOLIDATION & EXPANSION/SWELL TESTS	
Consolidated drained - <0.05 inch/min (CD)	345	Consolidation (ASTM D2435):.....	195
Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear).....	50	Each additional time curve	45
Remolding or hand trimming of specimens (3 points)	90	Each additional load/unload w/o time reading	40
Oriented or block hand trimming (per hour).....	65	Expansion Index (ASTM D4829).....	130
Single point shear.....	105	Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only).....	105
Torsional shear (ASTM D6467 / ASTM D7608).....	820	Swell collapse Method A up to 10 load/unloads w/o time curves (ASTM D4546-A)	290

METHOD	\$/TEST
TRIAXIAL TESTS	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166).....	135
Unconsolidated undrained triaxial compression test on cohesive soils (UU, ASTM D2850, USACE Q test, per confining stress).....	170
Consolidated undrained triaxial compression test for cohesive soils, (CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress).....	375
Consolidated drained triaxial compression test (CD, USACE S), with volume change measurement. Price per soil type below EM 1110-2-1906(X):	
Sand or silty sand soils (per confining stress).....	375
Silt or clayey sand soils (per confining stress).....	500
Clay soils (per confining stress).....	705
Three-stage triaxial (sand or silty sand soils).....	655
Three-stage triaxial (silt or clayey sand soils).....	875
Three-stage triaxial (clay soils).....	1,235
Remolding of test specimens.....	65

METHOD	\$/TEST
HYDRAULIC CONDUCTIVITY TESTS	
Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C):.....	310
Each additional effective stress.....	120
Hand trimming of soil samples for horizontal K.....	60
Remolding of test specimens.....	65
Permeability of granular soils (ASTM D2434).....	135
Soil suction (filter paper method, ASTM D5298).....	400
SOIL-CEMENT	
Moisture-density curve for soil-cement mixtures (ASTM D558).....	240
Wet-dry durability of soil-cement mixtures (ASTM D559) ¹	1,205
Compressive strength of molded soil-cement cylinder (ASTM D1633) ¹	60
Soil-cement remolded specimen (for shear strength, consolidation, etc.) ¹	235

¹ Compaction (ASTM D558 maximum density) should also be performed – not included in above price

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	\$/TEST
CONCRETE STRENGTH CHARACTERISTICS	
Concrete cylinders compression (ASTM C39) (6" x 12" and 4" x 8").....	35
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42).....	40
Trimming concrete cores (per core).....	20
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523).....	85
Flexural strength of concrete (simple beam-center pt. loading, ASTM C293/CTM 523).....	85
Non shrink grout cubes (2 inch, ASTM C109/C1107).....	25
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157).....	400
Length of concrete cores (CTM 531).....	40
HOT MIX ASPHALT (HMA)	
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371).....	2,100
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324).....	900
Superpave gyratory compaction (AASHTO T312/ASTM D6925).....	350
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382).....	150
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382).....	1,350
Extraction by centrifuge, percent asphalt (ASTM D2172).....	150
Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 202).....	135
Stabilometer, S-Value (ASTM D1560/CTM 366).....	265
Bituminous mixture preparation (AASHTO R30/CTM 304).....	80
Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370).....	60
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 308).....	50
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ASTM D1188/CTM 308).....	55
Maximum density - Hveem (CTM 308).....	200
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309).....	130
Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549).....	40
Wet track abrasion of slurry seal (ASTM D3910).....	150
Rubberized asphalt (add to above rates).....	+25%
BRICK	
Compression - cost for each, 5 required (ASTM C67).....	50
Absorption - cost for each, 5 required (ASTM C67).....	50

METHOD	\$/TEST
AGGREGATE PROPERTIES	
Bulk density and voids in aggregates (AASHTO T19/ASTM C29/CTM 212).....	50
Organic impurities in fine aggregate sand (AASHTO T21/ASTM C40/CTM 213).....	60
LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/CTM 211).....	200
LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C535/CTM 211).....	250
Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C128/CTM 208).....	130
Specific gravity and absorption of coarse aggregate (ASTM C127/CTM 206) >#4 retained.....	100
Clay lumps, friable particles (AASHTO T112/ASTM C142).....	175
Durability Index (AASHTO T210/ASTM D3744/CTM 229).....	200
Moisture content of aggregates by oven drying (AASHTO T255/ASTM C566/CTM 226).....	40
Uncompacted void content of fine aggregate (AASHTO T304/ASTM C1252/CTM 234).....	130
Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 205).....	135
Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235).....	215
Cleanness value of coarse aggregate (CTM 227).....	210
Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214).....	225
Soundness, sodium (AASHTO T104/ASTM C88/CTM 214).....	650
MASONRY	
Mortar cylinders 2" x 4" (ASTM C780).....	30
Grout prisms 3" x 6" (ASTM C1019).....	30
Masonry cores compression, ≤6" diameter - testing only (ASTM C42).....	40
Masonry core shear testing (Title 24).....	80
Veneer bond strength, cost for each - 5 required (ASTM C482).....	55
CMU compression to size 8" x 8" x 16" - 3 required (ASTM C140).....	55
CMU moisture content, absorption & unit weight - 6 required (ASTM C140).....	50
CMU linear drying shrinkage (ASTM C426).....	175
CMU grouted prisms compression test ≤8" x 8" x 16" (ASTM C1314).....	200
CMU grouted prisms compression test > 8" x 8" x 16" (ASTM C1314).....	250
BEARING PADS/PLATES AND JOINT SEAL	
Elastomeric bearing pads (Caltrans SS 51-3).....	990
Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3).....	1,230
Type A Joint Seals (Caltrans SS 51-2).....	1,620
Type B Joint Seals (Caltrans SS 51-2).....	1,530
Bearing plates (A536).....	720

METHOD	\$/TEST
REINFORCING STEEL AND PRESTRESSING STRANDS	
Rebar tensile test, ≤ up to No. 11 (ASTM A370).....	65
Rebar tensile test, ≥ No. 14 & over (ASTM A370)	200
Rebar bend test, up to No. 11 (ASTM A370).....	65
Rebar bend test, ≥ No. 14 & over (ASTM A370).....	200
Resistance butt-welded hoops/bars, tensile test, ≤ up to No. 10 (CTM 670)....	65
Resistance butt-welded hoops/bars, tensile test, ≥ No. 11 & over (CTM 670)...	85
Mechanical rebar splice, tensile test, ≤ up to No. 11 (CTM 670).....	65
Mechanical rebar splice, slip test, ≤ up to No. 11 (CTM 670).....	40
Mechanical rebar splice, tensile test, ≥ No. 14 & over (CTM 670).....	200
Mechanical rebar splice, slip test, ≥ No. 14 & over (CTM 670).....	200
Headed rebar splice, tensile test, ≤ up to No. 11 (CTM 670).....	65
Headed rebar splice, tensile test, ≥ No. 14 & over (CTM 670).....	200
Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775/A934).....	45
Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775/A934).....	65
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775/A934).....	45
Prestressing wire, tension (ASTM A416)	175
Sample preparation (cutting)	50

METHOD	\$/TEST
STREET LIGHTS/SIGNALS	
LED Luminaires / Signal Modules / Countdown Pedestrian Signal Face Modules (Caltrans RSS 86).....	1,300
SPRAY APPLIED FIREPROOFING	
Unit weight (density, ASTM E605).....	60
FASTENERS / BOLTS / RODS	
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	65
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	75
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	65
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	75
A593 Bolts, tensile test, ≤ up to 1-1/4" diameter, stainless steel (ASTMA370)...	65
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370).....	100
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)...	120
SAMPLE TRANSPORT	
Pick-up & delivery (weekdays, per trip, <50 mile radius from Leighton office) ...	90

EQUIPMENT LIST

ITEM	\$UNIT
1/4 inch Grab plates	5 each
1/4 inch Tubing (bonded).....	0.55 foot
1/4 inch Tubing (single)	0.35 foot
3/8 inch Tubing, clear vinyl	0.55 foot
4-Gas meter (RKI Eagle or similar)/GEM 2000	130 day
Air flow meter and purge pump (200 cc/min).....	50 day
Box of 24 soil drive-sample rings.....	120 box
Brass sample tubes	10 each
Caution tape (1000-foot roll).....	20 each
Combination lock or padlock	11 each
Compressed air tank and regulator	50 day
Concrete coring machine (≤6-inch-dia).....	150 day
Consumables (gloves, rope, soap, tape, etc.).....	35 day
Core sample boxes.....	11 each
Crack monitor Two-Dimensional.....	25 each
Crack monitor Three-Dimensional.....	30 each
Cutoff saws, reciprocating, electric (Sawzall®)	75 day
D-Meter Walking Floor Profiler	100 day
Disposable bailers	12 each
Disposable bladders.....	10 each
Dissolved oxygen meter	45 day
DOT 55-gallon containment drum with lid	65 drum
Double-ring infiltrometer	125 day
Dual-stage interface probe	80 day
Dynamic Cone Penetrometer	400 day
Generator, portable gasoline fueled, 3,500 watts.....	90 day
Global Positioning System/Laser Range Finder.....	80 day
Hand auger set.....	90 day
HDPE safety fence (≤100 feet)	40 roll
Horiba U-51 water quality meter.....	135 day
Light tower (towable vertical mast).....	150 day
Magnehelic gauge	15 day
Manometer	25 day
Mileage (IRS Allowable)	0.625 mile

ITEM	\$ UNIT
Moisture test kit (excludes labor to perform test, ASTM E1907)	60 test
Nuclear moisture and density gauge	88 day
Electrical moisture and density gauge	88 Day
Pachometer	25 day
Particulate Monitor.....	125 day
pH/Conductivity/Temperature meter	55 day
Photo-Ionization Detector (PID).....	120 day
Pump, Typhoon 2 or 4 stage	50 day
QED bladder pump w/QED control box.....	160 day
Quire fee – Phase I only	200 each
Resistivity field meter and pins	50 day
Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40.....	15 each
Slope inclinometer	200 day
Soil sampling T-handle (Encore)	10 day
Soil sampling tripod	35 day
Speedy (R) moisture tester.....	5 day
Stainless steel bailer.....	40 day
Submersible pump, 10 gpm, high powered Grundfos 2-inch with controller	160 day
Submersible pump/transfer pump, 10-25 gpm	50 day
Support service truck usage (well installation, etc.).....	200 day
Survey/fence stakes	8 each
Tedlar® bags	18 each
Traffic cones (≤25)/barricades (single lane).....	50 day
Turbidity meter	70 day
Tyvek® suit (each).....	18 each
Vapor sampling box.....	55 day
Vehicle usage (carrying equipment)	20 hour
VelociCalc.....	35 day
Visqueen (20 x 100 feet)	100 roll
Water level indicator (electronic well sounder) <300 feet deep well.....	60 day
ZIPLEVEL®.....	15 day
Other specialized geotechnical and environmental testing and monitoring equipment are available, and priced per site	

TERMS AND CONDITIONS

- **Expiration:** This fee schedule is effective through December 31, 2022 after which remaining work will be billed at then-current rates.
- **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in an attached proposal.
- **Prevailing Wages:** Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Unless specifically indicated in our proposal, costs for apprentice are not included. If we are required to have an apprentice on your project, additional fees will be charged.
- **Overtime:** Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Leighton observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate for overtime and double-time, respectively.
- **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or any on-site (field) materials testing services:
 - 4 hours:** 4-hour minimum charge up to the first four hours of work
 - 8 hours:** 8-hour minimum charge for over four hours of work, up to eight hours.

Project time accrued includes portal to portal travel time.
- **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage and a limit of Leighton's liability equal to our total fees for a given project.
- **Outside Direct Costs:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to and paid by client.
- **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Leighton field personnel.
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$10 per bag and \$5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated 28-day breaks for a given sample set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing and reporting.

CONSULTANT SERVICES AGREEMENT

(SPECIAL INSPECTION AND/OR TESTING SERVICES)

This AGREEMENT is made and entered into this 20th day of August in the year **2024** (“EFFECTIVE DATE”), by and between the BEAUMONT UNIFIED SCHOOL DISTRICT, hereinafter referred to as (the “DISTRICT”), and **STEPHEN PAYTE DSA INSPECTIONS, INC.**, hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

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

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

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I

SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT

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

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

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform, for the benefit of the DISTRICT, such services as are called for hereunder.

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

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

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

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

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

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

4. The CONSULTANT shall prepare and submit an Interim Verified Report to the DSA, and provide a copy of such report to the Project Inspector for each of the applicable sections of the Project Inspection Cards (Form DSA 152), that are required for the completion of the PROJECT, when such sections require special inspections and/or testing prior to the Project Inspector's approval and sign off. The applicable sections of the Project Inspection Cards are as follows:

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

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

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

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

7. The CONSULTANT shall work under the technical direction and supervision of the Project Inspector or the Architect/Engineer as applicable. The CONSULTANT shall keep the Project Inspector, the Architect/Engineer, the Structural Engineer and the DISTRICT informed of all special inspections, testing and/or PROJECT related activities being performed by the CONSULTANT in order to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The CONSULTANT shall keep the Project Inspector, Architect/Engineer, Structural Engineer and the DISTRICT thoroughly informed as to the progress of the work by submitting detailed daily reports, in writing, to the Project Inspector which outline the work inspected and/or tested. The CONSULTANT shall submit the detailed daily reports to the Project Inspector on the same day the inspections, testing and/or PROJECT related activities are performed and shall provide the Architect/Engineer, Structural Engineer and the DISTRICT with a copy of such reports. The CONSULTANT shall also submit daily special inspection reports in a timely manner to the Project Inspector so as not to delay the PROJECT. However, in no event shall the CONSULTANT submit a special inspection report to the Project Inspector later than fourteen (14) days from the date the special inspections

are performed. The CONSULTANT shall provide a copy of each daily special inspection report to the Architect/Engineer, Structural Engineer and the DISTRICT on the day the original report is submitted to the Project Inspector.

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

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

ARTICLE III **TERMINATION**

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

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings, reports and/or other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of

performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to the CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Section 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

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

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

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

7. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE III OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE IV
REPORTS AND/OR OTHER DOCUMENTS

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

ARTICLE V
ACCOUNTING RECORDS OF THE CONSULTANT

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

ARTICLE VI
COMPENSATION TO THE CONSULTANT

1. The DISTRICT shall compensate the CONSULTANT as follows:
 - a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in EXHIBIT "A", inclusive of reimbursable expenses, for performing the basic services required by this AGREEMENT subject to the limitations set forth herein this Article VI, Section 1(a). In no event shall the CONSULTANT's compensation exceed **ONE THOUSAND TWO HUNDRED SIXTY** Dollars (**\$1,260.00**) for performing all the basic services detailed in Article II and EXHIBIT "A". CONSULTANT shall invoice costs monthly for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation.
 - b. Invoices requesting payment for Additional Services performed in accordance with Article VII below must reflect the compensation approved by the DISTRICT and include a copy of the DISTRICT's written authorization. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services and no claim by the CONSULTANT for additional compensation related to Additional Services shall

be valid absent such prior written approval by the DISTRICT to proceed with such Additional Services as required by Article VII.

ARTICLE VII
ADDITIONAL CONSULTANT SERVICES

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

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

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

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

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

ARTICLE VIII
MISCELLANEOUS

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to

CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

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

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by CONSULTANT in accordance with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

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

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

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

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

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

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

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

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

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

the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

STEPHEN PAYTE

By: _____

DISTRICT:

Beaumont Unified School District
Carmen Ordonez - Director of Fiscal Services

By: _____

EXHIBIT “A”

(INSERT CONSULTANT’S PROPOSAL)

Proposal for Inspection Services

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

July 17, 2024

Re: DSA Project Inspection Services for Closeout and Certification of Palm ES (04-104150)

We will provide required DSA Inspection Services as defined in Title 24, Part 1, Sections 4-333 and 4-342 and DSA Interpretation of Regulations. Our proposal is for one (1) part-time DSA Inspector (Class 3 or higher), at a rate of \$105.00 per hour. Estimated inspection services are as described below:

- (4) hours for initial inspection / evaluation of project status
 - (4) hours for follow up inspection
 - (4) hours for filing verified reports for DSA certification
- Total cost for service not to exceed **\$1,260.00**

**There will be a 4-hour minimum per site visit*

As always, we appreciate the continued opportunity to work with your District.

Sincerely,



Stephen K. Payte
President
Stephen Payte DSA Inspections, Inc.
(661) 718-2893



Spring 24 Fall 24

STEP IT UP AGREEMENT

Running as ES/MS ES # Students 550 SIU Ambassador: Michelle Riegsecker

▶ If you are a PTA, PTO, PTSO or any other state recognized group, Please list your registered name and FEIN below ASB OTHER: School

▶
State registered name FEIN

School/Group

School/Group Name: Palm Innovation Academy
 New Returning Please include grade level of school as in: ES, MS, HS, Intermediate, K-8, etc.)
 Address: 751 Palm Avenue City: Beaumont St. Ca Zip 92223
 School Phone: (951) 845-9579 Principal: Idali Lopez Email: ilopez@beaumontusd.k12.ca.u
 Sponsor: LaToya Arceneaux Email: larceneaux@beaumontusd.k12.ca.us Phone: _____
 *If Parent Group, a 2nd name and email are required as well as Signature required at bottom of Contract agreement
 2nd Name _____ 2nd Email (not same as sponsor) _____

Fundraising Program

Program Choice: Choose one **Notes** BRING INFLATABLE SCREEN **SIU** previous program
STEP IT UP PROGRAM
 Day of Awesomeness Celebration, with inflatables
 Day of Awesomeness Celebration, non-inflatables
 Kidchella Celebration- Our field day with live DJ, Live entertainment and more.
 Massive Giveaway- No celebration, but lots of big ticket giveaways instead!
 Mighty Minds- No celebration, but an extra 10% in Steam Products for your school instead!
 Dream Team- No celebration, but an extra 10% in Sports Products for your school instead!
Kick Off Date: 9/25/24 **Time(s):** 8:15/8:45
 Kick off Format: Assembly Video Other _____
Golden Ticket Turn in Days: 9/26/24 & 9/27/24 Grand Prize Drawing date: 10/2/24
 GT prizes distributed at: GT collections Other: _____
 Level prizing to be packed by (MGA, MM, GO only) Class Alpha
Event/Prize Date: 11/13/24 **Times/Notes:** 8:15/9:15/10:15

Administrative

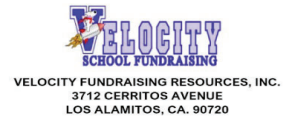
Turn in Date (TID) (End of Fundraiser, final date for collecting Cash/Checks at school: 10/9/24 last day of fundraiser, avoid Mondays) **Not accepting Cash/Cks**
 Goals for this fundraiser? Choose the **default** (*Student activities, innovative learning tools and more!*)
 Or (*recommended!*) list 2-3 specific goals by completing this sentence: *We are raising funds for...*
Student Activities, Field Trips and much more!
Deadline for recording cash/checks into Admin site 3 school days after TID: 10/24/24
Profit Check Payable to: Palm Innovation Academy Parent Group School/Organization
This is your official registered name and the name that checks should be made payable to
 Collecting donations by: **Elementary:** Teacher Other _____
Middle School: Homeroom First Period Other _____
Notes:

Reserved KO: 9/25/24

Reserved Event: 11/13/24



School/Group Name: Palm Innovation Academy



Michelle Riegsecker

SIU Ambassador

- STEP IT UP! is an experience-based fundraiser that will be at your school virtually and/or in-person.
- Your representative will develop a custom prize program for your school. The prizes are paid for by us and are FREE to your school.
- All event production costs are paid by us and are FREE to your school.
- STEP IT UP! fundraisers are on a sliding scale. Please see below for the various levels your school can reach.
- Supporters may donate by cash, check and/or our online system by credit card. Funds raised online and offline count toward your overall TOTAL funds raised.

PROFIT PERCENTAGES BASED ON TOTAL DONATIONS RECEIVED

Step It Up Day of Awesomeness, Kidchella or Massive Giveaway:

\$1-\$29,999 = 40% profit; \$30,000-\$99,999 = 50% profit; \$100,000 and above = 55% profit;

Steam Engine: 50% plus 10% in Steam products for your school Game On: 50% plus 10% in Sports products for your school

Please confirm that you agree to all checked boxes below

- You agree to use our web-based accounting system to log your cash and check donations within 3 school days of your turn in.
- You agree to copy and distribute the Golden Ticket Packet ,that we provide, and will distributed to all students on Kick Off Assembly Day.
- You agree to send home, via your school's email system, our Principal Emails to all parents at your school.
- You agree to distribute **GOLDEN TICKET** and **WEEK OF WOW** prizes.
- You agree to choose the name of the **Golden Ticket Grand Prize** winner from the Student Report from all 10+ requests sent.
- You agree that our virtual and/or in-person fundraiser kick-off is critical to the success of your fundraiser, and you will allow us to do a virtual and/or in-person fundraiser kick-off for all students at your school. **Please note that we are unable to do outdoor fundraiser Kick Offs.**
- We will provide Step It Up! event options based on state, local, district and school guidelines pertaining to the COVID-19 pandemic and any other health and safety measures. You understand and agree that we have the right to reschedule or modify any event due to health, safety or weather issues.
- Should you choose the 'Day of Awesomeness' as your bonus, it will be scheduled in the morning for 90 minutes for Middle Schools and 75 minutes for Elementary Schools. Each event can accommodate up to 300 students. If more than 300 students qualify, we will provide an extra event immediately following the first session. **We cannot do afternoon events due to heat, wind and safety concerns.**
- If your school has an in-person event: for safety reasons, your school/group agrees to provide a minimum of **10 (TEN) ADULT VOLUNTEERS** to assist during the entire event. **Events or activities that do not have a volunteer present will be shut down immediately for safety concerns.**
- If your school or district requires being added as an "Additional Insured" to our insurance policy, you will notify us of that at least two weeks prior to your event. All additional vendors will require a signed agreement with the school and or district to provide necessary insurance. Velocity Fundraising Resources, Inc. (VFR) will be the responsible party for all payments, fees, and scheduling of the events.
- Any and all permits and/or authorizations required for your fundraiser will be procured by you.
- "Velocity Fundraising Resources, Inc. shall indemnify, defend, and hold harmless the Beaumont Unified School District trustees, officers, agents, employees, and volunteers from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to the extent arising out of Velocity Fundraising Resources, Inc.'s breach of this Agreement, and/or its negligence or willful misconduct except in instances of gross negligence or willful misconduct by the Beaumont Unified School District trustees, officers, agents, employees, and/or volunteers."
- You understand that we are sharing our Intellectual Property with you. We will be sharing our entire system with you and your volunteers. In exchange for us sharing our proprietary program secrets with you, you agree not to attempt to copy our ideas, materials, program or systems, nor share our ideas, systems, program or materials with any other individual or company without our express written consent. Distribution of our materials without our permission is strictly prohibited.
- This agreement will govern the details of your program. No verbal communication will override these details. Please sign below only if you agree to all provisions contained herein.

I have read and understand the above provisions and I am authorized to bind the school. TODAY'S DATE _____

SIGNATURE _____ TITLE Director of Fiscal Services Email contracts@beaumontusd.k12.ca.us

Parent groups running your fundraiser under PTA, PTO etc. and are registered with the State of California as a non profit Charitable Organization, please list your group exactly as it is registered with the state, plus 2 names and email addresses (these must each be unique) as we are required to list them when sending your profit check.

Registered Parent Group Name _____
Name Exactly as submitted to the state

FEIN _____
Federal Employee ID Number

Sponsor 1: _____ Email: _____ Signature 1 _____

Step It Up Received

Date Signed: