



**BEAUMONT UNIFIED SCHOOL DISTRICT**

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

**THIS AGREEMENT** (“Agreement”) is made effective on September 30, 2024 (date) by and between Soliant Health, LLC hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

**RECITALS**

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

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

**AGREEMENT**

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

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

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

- 2. **TERM:** The term of this Agreement shall begin on September 30, 2024 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ attached per hour, for a total cost not to exceed \$180,000.00 --or-- for a lump sum of \$ N/A --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile,

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

4. **WORK PRODUCT OWNERSHIP:** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (collectively, the "Work Product") produced by Consultant under this Agreement shall be the sole and exclusive property of District. No Work Product produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, or patent by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer, and use copyright or patent any Work Product produced by Consultant under this Agreement. Upon request, the Consultant shall sign all documents necessary to confirm or perfect the exclusive ownership of the District to the Work Product. No consultant, firm, or corporation may use the District logo without pre-approval from the Superintendent.
5. **AGREEMENT AMENDMENT/MODIFICATION:** Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes and may require additional Board approval:
  - a. Increase dollar amounts;
  - b. Effect administrative changes;
  - c. Effect other changes as required by law; and
  - d. Term of agreement.

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

6. **INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and will perform the Services as an independent contractor and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any Services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees, including but not limited to, permanent status, health insurance benefits, sick leave, paid vacation, or any other employee benefit. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes and that the District will not withhold federal or state income tax deductions from payments made to Consultant under this Agreement. Consultant must provide District with his/her Social Security Number or Taxpayer ID number. District will provide Consultant and the Internal Revenue Service ("IRS") with a statement of earnings at the conclusion of each calendar year as required by the IRS.
7. **TERMINATION:**
  - a. The District may terminate this Agreement for cause upon seven (7) days' written notice in the event of substantial failure of performance or material breach by Consultant including bankruptcy, insolvency, or the filing of a general assignment for the benefit of creditors by Consultant. In the event a termination for cause under this paragraph is determined to have been made wrongfully by the District or without cause, then the termination shall be treated as a termination for convenience in accordance with the paragraph below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.
  - b. The District may, at any time and for any reason, suspend performance by the Consultant or terminate this Agreement for the District convenience upon ten (10) days' written notice to Consultant, and compensate Consultant only for Services satisfactorily rendered to the date of such suspension or termination for convenience. In addition, and notwithstanding anything to the contrary contained in this Agreement, due to the current budget crisis and the fiscal constraints under which the District operates, the District may terminate the Agreement at any time without penalty, cost, or damages of any kind. The District's termination of the Agreement shall in no way affect Consultant's obligation to hold harmless and indemnify the District in accordance with Section 9. Written notice by the District shall be sufficient to suspend or terminate any further performance of Services by the Consultant under this paragraph. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three (3) days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District all Work Product in progress or completed to date including any reports, drafts, electronic information, or the like to the District. Unless otherwise identified, notice will be provided

to the address shown at the signature block on the last page of this Agreement. Facsimile or electronic mail notices shall be accepted.

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

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

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

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

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

- 10. **COMPLIANCE WITH LAW/CONFIDENTIALITY:** The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies, ordinances, and workers' compensation laws. All agreement provisions required by law shall be deemed incorporated into this Agreement. Consultant will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Consultant, or divulge, disclose, or communicate in any manner any information that is proprietary to the District or protected from disclosure by law (such as student records). Consultant will protect such information and treat it as strictly confidential. The provisions of this Section 13 shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Consultant will return to the District all student records, other records, notes, documentation, and other items that were used, created, or controlled by Consultant during the term of this Agreement. The Consultant represents and warrants it does not have any potential, apparent, or actual conflict of interest relating in any way to this Agreement.
- 11. **RECORD RETENTION:** The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect, and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the Government Code.
- 12. **DELEGATEABILITY:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
- 13. **INTEGRATION:** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.
- 14. **JURISDICTION:** This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Riverside County, California.

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

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

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

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

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

**CONSULTANT:**

**DISTRICT:**

Soliant Health, LLC

Name

5550 Peachtree Parkway, Peachtree Corners, GA 30092

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

678-538-6404

Phone

\_\_\_\_\_  
Fax

caleb.morton@soliant.com

Email

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

To the Governing Board of Beaumont Unified School District:

I, \_\_\_\_\_ (Consultant) certify that:  
Name of Consultant

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

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

Executed at \_\_\_\_\_, California on \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**EXHIBIT "B"**

List of Individuals Who May Come in Contact with Pupils

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

**Insert W-9**



**BEAUMONT UNIFIED SCHOOL DISTRICT**

**INSURANCE REQUIREMENTS**

- Only required if driving is part of services or driving student(s) and or employee(s)**  
*Then automobile Liability Insurance, Including Hired & Non-Owned Auto Coverage, \$1,000,000 Accident for bodily injury and property damage.*
  
- (Check if Required) General Liability Insurance**  
*\$1,000,000 per incident for bodily injury and property damage.*
  
- (Check if Required) Professional Liability** Only if providing specialty License: Doctor, Nurse  
*Insurance \$1,000,000 per incident for bodily injury and property damage. If you have a specialty license, a copy of the license is required.*

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

**PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT**

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

**Soliant Health, LLC** (hereafter referred to as “Soliant” or the “Company”), and **Beaumont Unified** whose primary location is P.O. Box 187, Beaumont, CA 92223 (hereafter referred to as “Client”) enter into this non-exclusive Client Services Agreement for the purpose of referring and placing its employees (“Consultants”) with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

## 1. Scope of Services.

Soliant, a licensed staffing agency in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to provide Consultants for assignment with Client. Soliant will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including workers' compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Soliant will use its commercially reasonable efforts to find a replacement in a timely manner.

## 2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of Soliant and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Soliant agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Soliant does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Soliant will notify Client in advance of the assignment in order to receive approval of this arrangement.

## 3. Telepractice Services.

Soliant, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D –VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

## 4. Insurance.

Soliant will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employer's Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability - \$1,000,000 per occurrence and \$3,000,000 aggregate.

Sexual Abuse and Molestation - \$1,000,000 per occurrence and \$3,000,000 aggregate

## 5. Competency and Licensing.

Soliant will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Soliant will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Soliant will make every effort to prescreen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Soliant will make available to Client all appropriate Consultant records that Soliant may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. In the event Client becomes aware of any notices, findings, or information, including but not limited to fingerprint search results that may negatively impact the commencement or continuation of said assignment, the Client shall notify Soliant in writing within three (3) business days of Client becoming aware. Client shall furnish all relevant details regarding the situation. Failure to notify Soliant of such matters may result in the termination of the contractual relationship. Soliant will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

## 6. On-Site Responsibility.

Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that Soliant is not providing special education and/or related services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of practice and acknowledges that Soliant is not responsible for the Consultant's on-site performance given that Soliant does not have the capacity to provide direct, on-site supervision of daily activity. Client acknowledges that any deviation of the Client's policies and procedures as orientated to Soliant's Consultant should be reported in writing and directly to Soliant immediately so that Soliant may be provided an opportunity to offer correction and/or counseling of unacceptable practices by Consultant. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

## 7. Employment of Consultants.

Should Client wish to engage in a contingency search agreement for specific disciplines to help fulfil required staffing levels, the parties will work together to develop a separate agreement outlining the scope of such requested search.

## 8. Equal Opportunity.

It is the policy of Soliant to provide equal opportunity to all Consultants for employment. Soliant and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

## 9. Timekeeping and Invoicing.

Client will ensure that Consultants accurately record the start and stop times for all hours worked, in accordance with the Client's policies utilizing the Client designated method which may include the submission of Soliant's timesheet. Timesheets and/or timesheet approvals are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Soliant will generate an invoice for Client based on timesheets submitted. Each invoice will contain a unique invoice number, date(s) services were provided, Consultant name, Consultant job title, hourly bill rate, total hours billed, and total amount due. Client must review the invoice and notify Soliant of any errors, including billed hours or improper rates, within thirty (30) days of the date of invoice. Soliant shall resolve any error and provide corrected invoice mutually acceptable to both parties within a reasonable period. In the event client fails to dispute or report any errors within thirty (30) days, errors shall not be accepted as a disputed charge and invoices will be due and payable in full.

## 10. Payment Terms.

Client will be billed on a weekly basis for all services provided during the previous week. Client will pay Soliant based on the service charges specified in the Consultant Assignment Confirmation included as an addendum to this Agreement. Soliant pays its Consultant(s) overtime in compliance with federal, state, and/or local laws. Soliant will bill Client at one and on-half times the regular bill rate for all hours Soliant is required to pay the Consultant(s) overtime. It is Client's responsibility to notify Soliant if pre-approval is required for any or all overtime hours prior to any such hours being worked. **Payment is due within fifteen (15) days of receipt of invoice.**

## 11. Default Charges.

Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, Soliant reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

## 12. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

## 13. Administrative Responsibilities.

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify Soliant in writing within three (3) business days of alleged failure. Failure to notify Soliant before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify Soliant of time sheet and work performed discrepancies.

## 14. Incident and Error Tracking.

Client will report to Soliant any performance issues, incidents, errors and other events related to the care and services provided by Soliant employees. Soliant will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

## 15. Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which Soliant's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be

maintained by the Client and accessible to Soliant within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Soliant concurrently with Client for the purpose of reporting such event to Soliant's workers compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Soliant and Soliant's Consultant.

**16. Termination of Contracted Assignment with Cause.**

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that Soliant facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless Soliant has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to Soliant's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Soliant's Consultant s are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Soliant in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 14 of this agreement. Soliant shall have five (5) business days to refill the position in the event of termination with cause. Should Soliant identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultant s assignment.

**17. Termination of Contracted Assignment without Cause.**

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Soliant as a result of such cancellation.

**18. Guaranteed Minimum Hours.**

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days.

**19. Unscheduled Facility Closure Policy.**

Soliant will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by Soliant. Soliant and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$200 per day for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

**20. Multiple Locations.**

If client requires Consultant to travel to and perform services at more than one location, Client will compensate Soliant for travel time between facilities at the regular hourly bill rate and for mileage not to exceed the current acceptable IRS reimbursement rate.

**21. Issue Resolution.**

In the event Client encounters an issue that is not satisfactorily resolved by its Soliant representative, Client should escalate the issue to the appropriate Soliant manager by calling 800-849-5502. Please ask for your account representative's manager.

**22. Indemnification.**

To the extent permitted by law, each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

## 23. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements and terms and conditions of this Agreement.** It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information.

Disclosures required by law including properly executed Freedom of Information Act requests and information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, shall be the only exceptions permitted under this Agreement.

Confidential Information of Soliant shall include, but is not limited to, any and all unpublished information owned or controlled by Soliant and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Soliant and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

## 24. Family Education Rights and Privacy Act.

Soliant shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by Soliant and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultant s assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

## 25. State Retirement System Notice.

This notice is intended to clarify the manner of payment in contemplation of a Consultant's mandatory or permissive participation in a state teacher retirement system, school employees' retirement system, and/or any similar or successor system applicable to the professionals provided by Soliant. Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant s and fulfilling all associated administrative duties. Client shall immediately notify Soliant if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise Soliant of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to Soliant by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by Soliant. The Client and Soliant expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

## 26. Conflicts of Interest.

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

## 27. Survival.

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

## 28. Governing Law.

This Agreement shall be governed by the laws of the state of Delaware.

# CLIENT SERVICES AGREEMENT



### 29. Notices.

All notices required to be given in writing will be sent to the names/addresses listed below.

**Soliant Health LLC**

Contract Department  
5550 Peachtree Parkway  
Suite 500  
Peachtree Corners, GA 30092  
ContractDepartment@soliant.com

**To Client**

Attention: Beaumont Unified  
  
Address: P.O. Box 187, Beaumont, CA 92223

### 30. Modification of Agreement.

This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

### 31. Entire Agreement.

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. ***(Please return all pages of this Client Services Agreement)***

CLIENT ID – CLIENT NAME

**106944 - Beaumont Unified**

**Soliant Health, LLC**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

Carmen Ordonez

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Director of Fiscal Services

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



CLIENT ASSIGNMENT CONFIRMATION

This Client Assignment Confirmation is entered into on the date first signed below and supplements the Client Services Agreement between Soliant Health, LLC ("Soliant" or "the Company") and the Client named below. The Soliant Consultant has been placed with Client and Client will pay Soliant for hours worked by Consultant according to the terms outlined in this confirmation.

ASSIGNMENT DETAILS

CLIENT NAME: Beaumont Unified PID: -
Consultant: Katherine Palmer Position: Behavior Specialist
Assignment Start Date: 09/30/2024 Assignment End Date: 06/05/2025
Bill Rate per hour: \$106.00 Overtime Bill Rate per hour: \$159.00
Minimum Hours: 37.5
Miscellaneous: -

It is the Client's responsibility to notify their Account Representative if a Teaching Certification will be required for this position.

Please note: Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
If Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.
Option of virtual services will be offered by Soliant in lieu of onsite services.
All precautions will be taken by the Client to create a safe and healthy environment.
Should Client desire to convert the Consultant named above from contracted personnel to a direct employee, Client shall reach out to their Company representative for detailed information.
The Consultant working this assignment is subject to the California Meal and Rest Break Period Laws. Client shall adhere to and enforce the state-mandated meal and rest breaks as defined within California's Wage and Hour Laws.

Account Representative Contact Information: Caleb Morton
caleb.morton@soliant.com
(678) 538-6404

By: 106944 - Beaumont Unified

Print Name: Carmen Ordonez

Title: Director of Fiscal Services

Date: October 9, 2024

\*Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Soliant is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.





CLIENT ASSIGNMENT CONFIRMATION

This Client Assignment Confirmation is entered into on the date first signed below and supplements the Client Services Agreement between Soliant Health, LLC ("Soliant" or "the Company") and the Client named below. The Soliant Consultant has been placed with Client and Client will pay Soliant for hours worked by Consultant according to the terms outlined in this confirmation.

ASSIGNMENT DETAILS

CLIENT NAME: Beaumont Unified PID: -
Consultant: Katherine Palmer Position: Behavior Specialist
Assignment Start Date: 09/30/2024 Assignment End Date: 06/05/2025
Bill Rate per hour: \$106.00 Overtime Bill Rate per hour: \$159.00
Minimum Hours: 37.5
Miscellaneous: -

It is the Client's responsibility to notify their Account Representative if a Teaching Certification will be required for this position.

Please note: Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
If Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.
Option of virtual services will be offered by Soliant in lieu of onsite services.
All precautions will be taken by the Client to create a safe and healthy environment.
Should Client desire to convert the Consultant named above from contracted personnel to a direct employee, Client shall reach out to their Company representative for detailed information.
The Consultant working this assignment is subject to the California Meal and Rest Break Period Laws. Client shall adhere to and enforce the state-mandated meal and rest breaks as defined within California's Wage and Hour Laws.

Account Representative Contact Information: Caleb Morton
caleb.morton@soliant.com
(678) 538-6404

By: 106944 - Beaumont Unified

Print Name: Carmen Ordonez

Title: Director of Fiscal Services

Date: October 9, 2024

\*Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Soliant is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.



**Letter of Intent to Contract for Services**

**Client School District:** Beaumont Unified ("Client")

Client intends to contract with Soliant Health, LLC ("Soliant") for services to be provided by Soliant employee ("Consultant"). As of the date of this Letter of Intent to Contract for Services ("LOI"), the formal agreement is pending School Board Approval or final legal review.

**Scheduled School Board Meeting Date or anticipated date of final legal review:** 10/14/2024

The governing terms and conditions in the agreement currently under review or pending approval shall apply pending execution of the agreement; a copy of the agreement shall be attached to this LOI. Client agrees to render payment for all services under this LOI that have occurred prior to the execution of the agreement under review or pending approval.

**Consultant Name, Discipline:** Katherine Palmer, BCBA

**Assignment Dates:** 09/30/2024 to 06/05/2025

**Bill Rate:** \$106.00

**Schedule:** 37.5 hours weekly based on published school calendar

**Payment Terms:** Weekly billing, NET30

This LOI shall expire sixty (60) days from the scheduled School Board Meeting or the anticipated date of final legal review signature and any Contractors assigned to Client's location shall be suspended until either this LOI is extended in writing for one additional sixty (60) day period or the Agreement is fully executed. The parties agree that only one extension shall be permitted per Consultant and any subsequent renewal must follow the terms and conditions of the pending Agreement. Either party may terminate this LOI with fifteen (15) days written notice to the other party. Client retains the right to terminate the LOI and Assignment at any time for a deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client.

**CLIENT ID – CLIENT NAME**

**106944 - Beaumont Unified**

**Soliant Health, LLC**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

Carmen Ordonez  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Director of Fiscal Services  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



**Rate Sheet for Soliant Health 2024-2025**  
*Exceptional Student Contract Services*

*Quotation*  
*(Based on an 8 Hour Day)*

**Discipline All-Inclusive Rate**

• Occupational Therapist	\$98-\$115
• Speech Language Pathologist	\$98-\$115
• Physical Therapist	\$98-\$115
• School Psychologist	\$90-\$125
• Certified Occupational Therapist Assistant	\$75-\$85
• Speech Language Pathologist Assistant	\$75-\$85
• Physical Therapy Assistant	\$75-\$85
• Nurses (All Levels)	\$75-\$90
• Adaptive Physical Education Teacher	\$85-\$103
• Deaf and Hard of Hearing Teacher	\$80-\$85
• Board Certified Behavior Analyst	\$91-\$135
• Registered Behavioral Technician	\$65-\$79

*Rate negotiable and based on area and candidate's experience and qualifications*

**Our Hourly Bill rate covers the following expenses:**

- Relocation assistance
- Weekly payroll expenses
- Licensure assistance
- Continuing education
- United Healthcare
- Dental and Vision Insurance
- Liability Insurance
- Life Insurance
- Short and Long Term Disability

**Soliant Also Covers the following prior to a therapist starting in the district:**

- Extensive referencing
- Drug screen
- Background check
- Fingerprinting
- Whatever medical requirements the district has (TB, MMR, Physical, etc)

**Permanent Rate:**

This is a onetime fee of 33% of the candidates 365 day salary including their benefits etc. This would be billed the first day the candidate works and they would be a direct employee of your school district.

**Caleb Morton**

Senior Account Executive

Soliant Health

Local: (678) 538-6404

[caleb.morton@soliant.com](mailto:caleb.morton@soliant.com)

[www.soliant.com](http://www.soliant.com)





# Office of the Riverside County Board of Education

September 12, 2024

## TRUSTEES

Kim J. Cousins  
Trustee Area 1

Ben Johnson II  
Trustee Area 2

Jamie Azpeitia-Sachs  
Trustee Area 3

Bruce N. Dennis  
Trustee Area 4

Ray "Coach" Curtis  
Trustee Area 5

Elizabeth F. Romero  
Trustee Area 6

Jennifer Mejares Pham  
Trustee Area 7

Beaumont Unified School District  
Attn: Dr. Bobbi Burnett, Director  
350 W. Brookside Ave  
Beaumont, CA 92223

Dear Dr. Burnett:

**Beaumont Unified School District** has been allocated **\$4,100.00**, through the American Rescue Plan (ARP) Homeless Children and Youth (HCY) I Funds. All funds provided will need to be spent by **December 1, 2024**. The documents on page 3 and 4 will need to be submitted to RCOE for invoicing, by **December 15, 2024, at 5 p. m.**

Please acknowledge the acceptance of these funds by returning this document signed by personnel with signatory authority by **September 13, 2024, at 5 p.m.** to allow sufficient time to process the funds.

The ARP-HCY I funds may be used in accordance with all **allowable uses** under the McKinney-Vento Education for Homeless Children and Youth to supplement existing programs and funding streams. Please review attached document, Appendix 1, for a complete list of allowable and unallowable expense that you may share with your staff. If gift cards are purchased, the district agrees to the following:

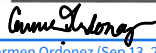
- Gift cards will be stored in a locked safe or other secured area with limited access.
- Gift cards to stores will be limited to the purchase of clothing, shoes, hygiene items, and/or food, as allowable under the American Rescue Plan guidelines.
- Any parent/student receiving a gift card will complete an agreement indicating allowable items, type of card received, and that the receipt is required, like the sample form in Appendix 1. Or an employee must go with them to insure only allowable items are purchased.
- District will submit an electronic copy of all receipts to the program in a shared Google Folder no later than December 15, 2024.
- Gas gift cards will NOT be purchased. RCOE will **not** reimburse for gas cards.

**In addition, please note:**

- LEAs and Title I, Part A programs can opt not to allow these methods due to elevated concerns about fraud, waste, or abuse.
- As transportation is a service the district is required to fund, only **the excess cost of school of origin transportation** may be defrayed. Options may include providing mileage reimbursement or providing gift cards for rideshare to a parent/guardian or youth experiencing homelessness.

If any members of your team have questions about how to spend these ARP I funds, if you are in need of any training relating to McKinney Vento Homeless services and laws, or how to appropriately serve your homeless students, please do not hesitate to contact me at (951) 826-4823.

***Your signature below indicates that your district is accepting these funds under the parameters outlined in this letter and attached documents.***

Print Name: Carmen Ordonez Job Title: Director, Fiscal  
Signature:  Carmen Ordonez (Sep 13, 2024 14:30 PDT) Date: 09/13/2024

Sincerely,



Neha Shahpatel  
Administrator, Pupil and Administrative Services



Elizabeth Bartholomew  
Director I, Pupil and Administrative Services

**PAYMENT INSTRUCTIONS FOR ARP-HCY I  
ALLOWABLE USES/EXPENDITURES**

Steps	Process
1	Review allowable uses listed above (pages 1-2 of this document)
2	Create, maintain, and save all documentation for allowable uses and expenditure(s) for your records and reporting purposes
3	<p><b>To receive payment reimbursement, submit the following documents via e-mail:</b></p> <p><b>Billing Invoice, Form W-9, Pages 3 and 4 completed, and return to:</b>  <b>Subject Line: ARP-HCY I</b>  <b>To: <a href="mailto:LMichel@rcoe.us">LMichel@rcoe.us</a> (Leonel Michel)</b>  <b>Cc: <a href="mailto:NShahpatel@rcoe.us">NShahpatel@rcoe.us</a> (Neha Shahpatel)</b></p>
<b>Please Include the following Information in the Email</b>	
District/Charter	
District/Charter Code (Page 1)	
Contact Liaison Name	
Contact E-mail Address	
Contact Phone Number	
Requested Reimbursement Amount	
District/Charter Invoice Number	

**Complete ALL data below for EXPENSES and TOTAL STUDENTS SERVED**  
(Mark N/A for Expenses and Total Students Served for items that do not apply)

EXPENSES			
<b>Certificate Personnel Salaries: (1000-1999)</b>			\$
<b>Classified Personnel Salaries: (2000-2999)</b>			\$
<b>Employee Benefits: (3000-3999)</b>			\$
<b>Books and Supplies: (4000-4999)</b>			\$
<b>Services and Other Operating Expenses: (5000-5999, excluding 5100)</b>			\$
<b>Direct Support/Indirect Costs: (7300-7399)</b>			\$
<b>Capital Outlay: (6000-6599)</b>			\$
<b>Tuition and Other Transfers: (7000-7299)</b>			\$
<b>TOTAL EXPENSES</b>			\$
NUMBER OF STUDENTS SERVED			
<b>Birth through Age 2</b>	<b>Ages 3-5 years old</b>	<b>Kindergarten – 12<sup>th</sup> grade</b>	<b>TOTAL STUDENTS SERVED</b>

Check **ALL** boxes below that apply if the service was funded with the ARP-HCY I Funds:

Allowable Expenses	
Tutoring or other instructional support	Obtaining or transferring records necessary for enrollment
Expedited evaluations	Parent education related to rights and resources for children
Staff professional development and awareness	Coordination between schools and agencies
Referrals for medical, dental, and other health services	Addressing needs related to domestic violence
Transportation	Counseling
Early childhood programs	Clothing to meet a school requirement
Assistance with participation in school programs	School supplies including [e.g., personal protective equipment (PPE), eyeglasses, school supplies, personal care items
Before-, after-school, mentoring, summer programs	
Emergency assistance related to school attendance	The purchase of cell phones or other technological devices for unaccompanied youth to enable the youth to attend and fully participate in school activities
Wraparound services with and/or through community-based organizations	The provision of access to reliable, high-speed internet for students through the purchase of internet connected devices/equipment, mobile hotspots, wireless service plans, or installation of Community Wi-Fi Hotspots (e.g., at homeless shelters), especially in underserved communities
Paying for short-term, temporary housing (e.g., a few days in a motel) when such emergency housing is the only reasonable option for COVID-safe temporary housing and when necessary to enable the homeless child or youth to attend school and participate fully in school activities (including summer school	
The provision of store cards/prepaid debit cards to purchase materials necessary for students to participate in school activities	Referral to other programs and services

**REMINDER**

**SUBMIT REIMBURSEMENT VIA E-MAIL, no later than December 15, 2024: Billing Invoice, Form W9 and COMPLETED PAGES 3 and 4**

**Subject Line: ARP-HCY I**

**To: [LMichel@rcoe.us](mailto:LMichel@rcoe.us) (Leonel Michel)**

**Cc: [NShahpatel@rcoe.us](mailto:NShahpatel@rcoe.us) (Neha Shahpatel)**

## APPENDIX 1

**American Rescue Plan (ARP) Homeless Children and Youth (HCY) I Funds are intended to support the immediate needs of homeless children and youth. Below are guidelines on allowable expenses:**

- Providing wraparound services (which could be provided in collaboration with and/or through contracts with community-based organizations, and could include academic supports, trauma informed care, social-emotional support, and mental health services);
- Purchasing needed supplies (e.g., personal protective equipment, eyeglasses, school supplies, personal care items);
- Providing transportation to enable children and youth to attend classes and participate fully in school activities;
- Purchasing cell phones or other technological devices for unaccompanied youth to enable the youth to attend and fully participate in school activities;
- Providing access to reliable, high-speed internet for students through the purchase of internet-connected devices/equipment, mobile hotspots, wireless service plans, or installation of Community Wi-Fi Hotspots (e.g., at homeless shelters), especially in underserved communities;
- Paying for short-term, temporary housing (e.g., a few days in a motel) when such emergency housing is the only reasonable option for COVID-safe temporary housing and when necessary to enable the homeless child or youth to attend school and participate fully in school activities (including summer school);
- Tutoring, supplemental services, and enriched educational services, including before school, after school, and summer programs;
- Services to attract, engage, and retain students in programs;
- Student referral and services, including the costs of expedited evaluations;
- Professional development;
- Assistance to defray the cost of transportation;
- Early childhood education programs;
- Fees for tracking, obtaining, and transferring records
- Parent education and training;
- Coordination between school and outside agencies;
- Activities to address issues related to domestic violence;



- Adaption of space and purchase of supplies for any non-school facility; and
- Other extraordinary or emergency assistance to attend school.

**In addition, please note:**

- The use of gift cards, store cards, or prepaid debit cards for a parent/guardian or youth experiencing homelessness to purchase school, clothing, or hygiene supplies is allowable, however the parent/guardian or youth must complete form attached and submit receipts **or** an employee must go with them to insure only allowable items are purchased. ***RCOE will not reimburse for the purchase of gas cards.***
- LEAs and Title I, Part A programs can opt not to allow these methods due to elevated concerns about fraud, waste, or abuse.
- LEAs that allow the use of prepaid debit cards should have procedures to reduce the likelihood of fraud, waste, or abuse, for example, by asking for receipts of items purchased with the gift card.
- As transportation is a service the district is required to fund, only **the excess cost of school of origin transportation** may be defrayed. Options may include providing mileage reimbursement or providing gift cards for rideshare to a parent/guardian or youth experiencing homelessness.

## Store or Prepaid Debit Card Agreement

Based on the information you provided, it has been determined that your family is eligible to receive assistance in the form of store or prepaid debit cards.

These cards may be used to purchase the following items:

Essential Clothing	Essential Food	Miscellaneous
Pants, shirts, skirts, dresses	Milk, egg, cheese, yogurt	School supplies
Underwear, socks	Fruits, vegetables, juice	Shampoo, conditioner
Shoes, snow boots	Bread, tortillas, starches	Deodorant
Jackets	Meats	Soap, toothpaste, tooth brush
Uniforms, PE clothes	Prepared meals	Other hygiene supplies

These cards may **NOT** be used to purchase the following items:

Alcohol	Lottery tickets	Tobacco products	Candy, sweets
---------	-----------------	------------------	---------------

### Student Information:

Name: \_\_\_\_\_

School: \_\_\_\_\_

Grade: \_\_\_\_\_

Contact information: \_\_\_\_\_

### Card(s) Received:

<b>Name/Type of Gift Card:</b> _____	<b>Name/Type of Gift Card:</b> _____	<b>Name/Type of Gift Card:</b> _____
<b>Amount:</b> _____	<b>Amount:</b> _____	<b>Amount:</b> _____

### Card Identifiers

### Parents/Caregiver/Guardian/Unaccompanied Youth Information and Consent:

I agree to return the itemized receipt(s) to Student Services within a week of using the store or prepaid debit card. I understand that this help is to provide assistance so that my child/ren may attend school and be prepared to learn.

Please note that you will not be eligible to receive additional cards if receipts are not returned. Store or prepaid debit cards cannot be replaced if lost or stolen. No prohibited products are to be purchased.

Parent Name	Parent Signature	Date







# Beaumont USD\_ ARP Funds Allocation

Final Audit Report

2024-09-13

Created:	2024-09-13
By:	Jessica Romo (jromo@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZNhKtDnncsQQPNFJS50EX51Lnvwla-K2

## "Beaumont USD\_ ARP Funds Allocation" History

-  Document created by Jessica Romo (jromo@beaumontusd.k12.ca.us)  
2024-09-13 - 9:25:58 PM GMT- IP address: 204.100.121.1
-  Document emailed to cordonez@beaumontusd.k12.ca.us for signature  
2024-09-13 - 9:28:42 PM GMT
-  Email viewed by cordonez@beaumontusd.k12.ca.us  
2024-09-13 - 9:29:46 PM GMT- IP address: 74.125.209.38
-  Signer cordonez@beaumontusd.k12.ca.us entered name at signing as Carmen Ordonez  
2024-09-13 - 9:30:56 PM GMT- IP address: 174.205.224.106
-  Document e-signed by Carmen Ordonez (cordonez@beaumontusd.k12.ca.us)  
Signature Date: 2024-09-13 - 9:30:58 PM GMT - Time Source: server- IP address: 174.205.224.106
-  Agreement completed.  
2024-09-13 - 9:30:58 PM GMT





# Beaumont Unified School District

## RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated October 9, 2024, to the AGREEMENT between the Beaumont Unified School District and Handle With Care 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: 10/08/24 - 06/30/25

This amendment represents a modification to services as follows:

Additional training day being added for PD day on 10/11/24.

**ORIGINAL CONTRACT AMOUNT** ..... \$ 27,400.00

This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 6,200.00

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

**NEW CONTRACT AMOUNT** ..... \$ 33,600.00

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

Requestor's Information
School/Department: <u>Risk &amp; Safety Management</u>
Contact Person <u>Albert Nolasco</u> Ext. <u>005368</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): _____
Required Updated Forms
<b>Check off any items that are applicable to the contract:</b>
<input checked="" type="checkbox"/> Fee Schedule
<input type="checkbox"/> Business/Professional License (if expired)
<input type="checkbox"/> Insurance: General Liability/Professional Liability/E&O
<input type="checkbox"/> Insurance: Business Auto Liability
<input type="checkbox"/> Insurance: Workers' Compensation or Certification
<input type="checkbox"/> Other - Professional Service Certificate if expired)

Consultant Authorized Representative	
 _____ CONSULTANT'S SIGNATURE Bruce Chapman, President	
PRINT NAME	TITLE
<u>184 McKinstry Rd.</u>	
Address	
<u>Gardiner, NY 12525</u>	
City/State/Zip	
Phone <u>845-255-4031</u>	
Email <u>teresa@handlewithcare.com</u>	
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.	



## **SITE & EQUIPMENT REQUIREMENTS (please read carefully)**

### Verbal Training

- Sign in table.
- Tables/desks and chairs for the number of participants
- Desk/Table and chair for Instructor
- Flip chart or white board and a projector on instructor request
- Space to accommodate the number of persons attending

### Physical (and Instructor) Training

- Sign in table.
- Flip chart, whiteboard or blackboard and projector
- Chairs for participants stacked or around perimeter
- Space to accommodate the number of persons attending
- Flat training area appropriate for the number of participants.
- Any relevant equipment normally used by Entity
- SOFT kneepads (soft e.g. volleyball) for each participant provided by the Entity
- Entity is responsible for the reproduction of HWC Materials per Contractual Terms

Participants should be advised to wear loose comfortable clothing e.g. sweats, t-shirts and sneakers.

Note: Participants who cannot move down to or up from the floor comfortably may not be able to complete parts of this program. Instructor candidates must be able to complete the entire program, and should be comfortable going down to and up from the floor.

## **RECERTIFICATION/RETRAINING**

Annual training is required to ensure the quality of training and to update Participants/Instructors on any refinements or changes in the technology. Annual training is required for the entity to maintain its license to use and copy Handle With Care's program and materials. Entities that are not current in their certification, and that do not have a training and licensing extension, will be responsible for discontinuing the use (and training) of HWC's program and materials.

Entities or instructors whose license term expired or requesting extensions over 30 days will be charged a pro rated licensing fee beginning after the 30 day grace period.

## **HWC CONTRACTUAL TERMS**

In consideration of participating, attending or receiving access, certification or license to view, evaluate, use, teach or copy HWC's training or materials, entities and participants agree as follows:

**Assumption of Risk.** Each entity and participant represents and acknowledges that it is aware that there are inherent risks associated with physical training in behavior management, self-defense & physical restraint and understands that participation in this program entails risks which may result in physical injury, as well as complications arising therefrom, including death. Each entity and participant has had the opportunity to be informed of the content of the training provided by HWC and hereby voluntarily agrees to accept the inherent risks involved.

For purposes of this Contract, 'Handle With Care Behavior Management System, Inc.' includes its owners, directors, officers, independent contractors, and employees (hereinafter collectively referred to herein as 'HWC').

This is a one-year limited use non-exclusive, not-for-resale license and services agreement, not a contract of sale.

#### ENTITY OF RECORD.

Beaumont Unified School District (hereinafter "Entity" or "Entity of Record") is the entity contracting for HWC's Program.

The Entity may only use, teach or copy HWC's Programming or Materials to Entity employees pursuant to the terms of this contract unless otherwise authorized in writing by HWC.

If Entity contracts with independent contractors to provide employee-type services only on a contractor or casual basis, the Entity may consider those independent contractors as Entity Employees (hereinafter collectively 'Entity Employees') provided such staff are subject to these contractual terms and have insurance coverage comparable to that provided by Entity for Entity's employees. Entity and all Participants agree that Entity's Worker's Compensation coverage shall be primary and that Entity and Participants waive their right to sue HWC for any training or program related injury or cause of action. The Entity contracting for an on-site training may not invite outside entities i.e. agencies, facilities, partnerships, businesses, organizations, persons or schools without HWC's prior consent.

#### OWNERSHIP OF PROGRAM AND TRAINING.

Entity agrees that all intellectual and property rights (including, but not limited to, the written manual, video, and performance of the verbal and physical components, techniques, team strategies, teaching methods, presentation methods and exercises, demonstrations, performances, workshops and seminars) in the manual and training program provided to Entity by HWC are owned by HWC and are protected by United States Contract, Copyright, Trademark and Patent laws (International Rights Reserved), other applicable property laws, state and common laws and international treaty provisions. HWC retains all rights not expressly granted to Entity. Nothing in this agreement shall grant to Entity or Employee any rights, title or ownership interests in or to the Program, Training, Performance or Materials. Entity and Participant(s) agree that they will not remove, alter or otherwise obstruct any notice of Copyright, Trademark, Patent or other proprietary right.

Entity agrees to ensure that any and all copies permitted under this Agreement shall contain the same copyright and other proprietary notices.

#### OWNERSHIP OF DERIVATIVE WORKS.

The creation of derivative works is not permitted except with prior written approval by HWC. Derivative works include but are not limited to video, including cell phone, and audio taping of any training session. If a derivative work is made, then to the extent Entity or its Employee/s created such derivative work(s) of HWC Materials, Program or training, it is agreed that such derivative work(s) shall be the sole and exclusive property of HWC and agree that such derivative work(s) shall be denoted with appropriate HWC Copyright and Trademark notices. Entity further agrees to notify HWC of the existence, discovery or creation of any such derivative work, as soon as practicable, and further agrees to provide a copy of said work immediately upon HWC's request.

#### LICENSING AND CERTIFICATION

HWC- Verbal Training. HWC authorizes the Entity Employee(s) to use and teach HWC's Verbal program at Entity. HWC hereby grants Entity permission to use and reprint (copy) the Verbal Manual for each Employee receiving Verbal Training. If Entity is ONLY contracting for HWC's Verbal Program, there is no re-/certification requirement; however there is an annual licensing fee.

Basic Verbal or Physical Training. Basic Training licensing and certification authorizes the Entity Employee to use HWC's Verbal and/or Physical program. Entity Employee must be retrained in the Basic Physical at least annually either by HWC or by one of the Entity's in-house certified Instructors. Verbal refresher training can be provided as needed or as required by law or Entity policy.

A 30-day extension is automatically granted. Entities and/or Employees requesting extensions over 30 days will be charged a pro-rated licensing fee beginning after the 30-day grace period.

## MATERIALS

HWC's Materials may only be distributed to Entity Employees receiving HWC training pursuant to this Agreement. All HWC materials, including manuals, video, and training must contain a Notice of Copyright and Trademark. HWC materials must be kept and maintained separate and distinct from all other materials. Entity agrees that it will ensure that HWC materials, and program will only be used and/or taught by Entity Employees and further agrees that it will take all reasonable steps to ensure that said materials will not be shared with, or disclosed to person's outside Entity, except as permitted pursuant to this Agreement.

Entity agrees to keep up with HWC's currency requirements for In-house Basic and Instructor certifications and, as applicable, recertifications, and updates. If Entity fails to maintain its contractual requirements, HWC retains the right, upon written notice, to revoke any licenses, certification, authorities, rights or permissions granted by HWC.

## PROTECTION OF PROPRIETARY RIGHTS.

Entity and/or Entity Employee acknowledge that HWC training and materials are proprietary and confidential and contain trade secrets. Entity is responsible for ensuring that all Entity Employees receiving HWC training or materials, comply with the terms and conditions of this Agreement. Entity agrees to take all reasonable steps to prevent all parties under its control or contract from using, copying, altering, incorporating, modifying, marketing, capitalizing, defaming, re-selling, lending, leasing, renting, assigning or distributing the HWC Program, goodwill and/or training other than as expressly authorized by this agreement (including but not limited to reverse engineering, taking components of the program and marketing them under a different name or title, or aiding or abetting anyone else in doing so). Entity and Entity Employee further agree that they will not aid or assist any other person or entity in the use, teaching or reproduction of said training and materials except as authorized under this agreement. Entity or Entity Employee shall promptly notify HWC of any unauthorized use discovered and agree to cooperate with HWC in any action taken by HWC or request by HWC to Entity to terminate any such unlawful or illegal conduct or actions.

## INFORMATION AND MATERIAL REQUESTS.

Requests for HWC training or program information or copies of HWC Materials by outside entities (including attorneys), governmental organizations, non-profits or press, shall be referred to HWC.

## POLICY AND COMPLIANCE.

Entity of Record and Entity Employees are responsible for knowing and complying with all applicable federal, state and local laws and regulations (hereinafter "Law") including those regarding the use (and



reporting) of physical restraint. In the event there are variances between HWC and the Law, the Entity of Record and/or Employee shall follow the Law.

#### PROGRAM ADHERENCE.

In no instance shall HWC's techniques or holding methods be used unlawfully or for punishment. Entity agrees to take all steps reasonably necessary to ensure that any Entity staff who restrains another person using HWC's program fully understands and will abide by all of the safety precautions, safety protocols, advisories, and warnings in HWC's Training Program and Materials.

#### INDEMNITY.

HWC and/or their directors, officers, volunteers, representatives, independent contractors and employees are NOT responsible for the errors, omissions, acts, negligence or failure to act of any party, participant or entity using or conducting HWC training on behalf of themselves or the Entity. The Entity agrees to hold HWC harmless from and against damages, liabilities, losses, judgments, attorneys' fees, costs, and expenses caused by the negligent acts, culpable acts, errors or omissions of Entity and/or Entity Employees.

#### CHOICE OF LAW.

Unless otherwise agreed to in writing, this agreement is governed by New York law and venued in Ulster County, New York or the Northern District of New York.

#### CANCELLATION POLICY.

**GENERAL.** Entity and/or Employee are required to give HWC 30-days advance notice if they need to reschedule or cancel scheduled dates, unless otherwise agreed to in writing. If HWC has booked travel arrangements, i.e, airline, hotel, car rental, etc. in reliance on a contract or scheduled training dates and the Entity cancels the training, Entity is responsible for unrefunded travel fees.

**WEATHER OR UNFORESEEABLE CIRCUMSTANCE.** Scheduled trainings sometimes need to be cancelled due to weather conditions. If inclement weather will likely prohibit the registrants and/or the trainers from attending, HWC shall have the right to reschedule. HWC will make reasonable efforts to phone or email all registrants to inform of the cancellation. Once the training is underway, it is most likely that it will continue to completion as scheduled. HWC will allow registrants to attend an alternate training if s/he cannot attend due to inclement weather or other good cause. HWC shall not be responsible for travel expenses of the Entity of Record, registrants or Employees, for any reason.

HWC reserves the right to cancel or reschedule trainings at any time. If HWC cancels or reschedules the training for any reason, including, but not limited to weather, injury or illness of HWC's staff, or other circumstances, HWC will credit or refund the full amount of training. HWC is not responsible for non-HWC travel arrangements, travel fees, or any expenses incurred by the Entity or Employees.

#### TERMINATION.

In the event Entity or Entity Employees do not maintain their license or certification(s) according to the provisions in this Agreement, then this Agreement terminates and Entity and/or Entity Employee shall discontinue all use of HWC's Program or Materials.

In the event ENTITY is overdue on any fees, charges, disbursements or expenses as set forth in this agreement, and fails to cure within 15 days of written notice, HWC shall have the right to terminate this agreement, at its sole discretion.

In the event one party materially breaches the terms of this agreement, the other party may terminate this agreement after giving a written notice to the breaching party informing them of the breach; breaching party shall be entitled to cure the breach within 30 days of receipt of notification.

HWC retains the right to immediately terminate this agreement if Entity engages in an act or acts which bring HWC or its principles into public disrepute, contempt, scandal or ridicule, or fails to comply with quality assurance and training requirements or uses excessive or unlawful force.

In the event of termination, all copies of HWC's Materials must be destroyed or immediately returned to HWC, at HWC's option.

The rights and obligations under the section entitled "Protection of Proprietary Rights" shall survive any termination and continue to bind the parties to the agreements contained therein.

#### PAYMENT.

The Entity agrees to supply any information, documents and/or purchase orders needed to process payment. If a purchase order or other documentation is required, Entity is responsible to supply said documentation. in a form acceptable to HWC. If documents or purchase orders are required but not provided, the Entity hereby agrees to pay for services received (and/or costs incurred by HWC) according to HWC's terms then in effect. The Entity agrees to supply any information needed to process payment in a timely manner.

Payment is late if not received 30 days from the time training is delivered. Late fees of 1.5% per month shall be imposed after 30 days; Entity agrees to pay any costs or expenses incurred by HWC in collecting same, including reasonable attorney's fees and expenses.

#### RIGHTS AND REMEDIES

The rights and remedies provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

#### SERVERABILITY

In the event that one or more of any portion of the provisions contained in this agreement shall be invalid or unenforceable for any reason, the legality and enforceability of the remaining provisions shall not be affected thereby.

#### NO REPRESENTATIONS

This Agreement constitutes the entire Agreement and supersedes all prior agreements between the HWC and Entity in respect to the subject matter herein. HWC has made no representations or promises in respect to the Training which is the subject of this agreement except those contained herein, and those, if any, contained in some written communication to Entity, signed by an officer of HWC.

Respectfully submitted;

A handwritten signature in dark ink, appearing to read 'Bruce Chapman', with a long horizontal stroke extending to the right.

Bruce Chapman  
President  
BC:ha



# Beaumont Unified School District

## RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated October 9, 2024, to the AGREEMENT between the Beaumont Unified School District and Professional Crisis Management Association (PCMA) 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: 10/09/24 - 06/30/25

This amendment represents a modification to services as follows:  
Increase to contract to add 6 additional Instructor Certifications. Add digital content.

**ORIGINAL CONTRACT AMOUNT** ..... \$ 17,578.20

This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 15,217.50

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

**NEW CONTRACT AMOUNT** ..... \$ 32,795.70

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

Requestor's Information
School/Department: <u>Student Services</u>
Contact Person <u>Jessica Zavala</u> Ext. <u>005386</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): _____
Required Updated Forms
<b>Check off any items that are applicable to the contract:</b>
<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)

Consultant Authorized Representative
CONSULTANT'S SIGNATURE
<u>Jennifer Webb - Account Manager</u>
PRINT NAME TITLE
<u>10269 NW 46 Street</u>
Address
<u>Sunrise, FL 33351</u>
City/State/Zip
Phone <u>954-746-0165</u>
Email <u>webb@pcma.com</u>
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.



# QUOTE

QUOTE # 308766  
 DATE: SEPTEMBER 10, 2024

10269 NW 46 Street, Sunrise, FL 33351  
 Phone 954-746-0165 Fax 941-981-1894  
 pcma@pcma.com

EXPIRATION DATE 60 DAYS FROM DATE ABOVE

TO Beaumont Unified School District

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
6	PCM Instructor Certifications	1895.00	11370.00
<b>SUBTOTAL</b>			11370.00
S/H			N/A
<b>TOTAL</b>			<b>11,370.00</b>

Quotation prepared by: Jennifer Webb  
 PCMA, Inc. is the sole source for all PCM and EDBT training materials and certifications.

If you have any questions, please contact our office at (954) 746-0165



# QUOTE

QUOTE # 308752  
 DATE: SEPTEMBER 10, 2024

10269 NW 46 Street, Sunrise, FL 33351  
 Phone 954-746-0165 Fax 941-981-1894  
 pcma@pcma.com

EXPIRATION DATE 60 DAYS FROM DATE ABOVE

TO Beaumont Unified School District

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
50	PCM Digital Retrains	17.50	875.00
50	EDBT Digital Certifications	41.95	2097.50
50	EDBT Digital Retrains	17.50	875.00
<b>SUBTOTAL</b>			3847.50
S/H			N/A
<b>TOTAL</b>			<b>3,847.50</b>

Quotation prepared by: Jennifer Webb  
 PCMA, Inc. is the sole source for all PCM and EDBT training materials and certifications.

If you have any questions, please contact our office at (954) 746-0165



**BEAUMONT UNIFIED SCHOOL DISTRICT**

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

**THIS AGREEMENT** (“Agreement”) is made effective on October 9, 2024 (date) by and between Carreras Tours, LLC hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

**RECITALS**

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

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

**AGREEMENT**

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

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

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

- 2. **TERM:** The term of this Agreement shall begin on October 9, 2024 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ attached per hour, for a total cost not to exceed \$25,000.00 --or-- for a lump sum of \$ N/A --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile,

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

4. **WORK PRODUCT OWNERSHIP:** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (collectively, the "Work Product") produced by Consultant under this Agreement shall be the sole and exclusive property of District. No Work Product produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, or patent by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer, and use copyright or patent any Work Product produced by Consultant under this Agreement. Upon request, the Consultant shall sign all documents necessary to confirm or perfect the exclusive ownership of the District to the Work Product. No consultant, firm, or corporation may use the District logo without pre-approval from the Superintendent.
5. **AGREEMENT AMENDMENT/MODIFICATION:** Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes and may require additional Board approval:
  - a. Increase dollar amounts;
  - b. Effect administrative changes;
  - c. Effect other changes as required by law; and
  - d. Term of agreement.

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

6. **INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and will perform the Services as an independent contractor and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any Services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees, including but not limited to, permanent status, health insurance benefits, sick leave, paid vacation, or any other employee benefit. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes and that the District will not withhold federal or state income tax deductions from payments made to Consultant under this Agreement. Consultant must provide District with his/her Social Security Number or Taxpayer ID number. District will provide Consultant and the Internal Revenue Service ("IRS") with a statement of earnings at the conclusion of each calendar year as required by the IRS.
7. **TERMINATION:**
  - a. The District may terminate this Agreement for cause upon seven (7) days' written notice in the event of substantial failure of performance or material breach by Consultant including bankruptcy, insolvency, or the filing of a general assignment for the benefit of creditors by Consultant. In the event a termination for cause under this paragraph is determined to have been made wrongfully by the District or without cause, then the termination shall be treated as a termination for convenience in accordance with the paragraph below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.
  - b. The District may, at any time and for any reason, suspend performance by the Consultant or terminate this Agreement for the District convenience upon ten (10) days' written notice to Consultant, and compensate Consultant only for Services satisfactorily rendered to the date of such suspension or termination for convenience. In addition, and notwithstanding anything to the contrary contained in this Agreement, due to the current budget crisis and the fiscal constraints under which the District operates, the District may terminate the Agreement at any time without penalty, cost, or damages of any kind. The District's termination of the Agreement shall in no way affect Consultant's obligation to hold harmless and indemnify the District in accordance with Section 9. Written notice by the District shall be sufficient to suspend or terminate any further performance of Services by the Consultant under this paragraph. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three (3) days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District all Work Product in progress or completed to date including any reports, drafts, electronic information, or the like to the District. Unless otherwise identified, notice will be provided



to the address shown at the signature block on the last page of this Agreement. Facsimile or electronic mail notices shall be accepted.

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

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

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

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

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

- 10. **COMPLIANCE WITH LAW/CONFIDENTIALITY:** The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies, ordinances, and workers' compensation laws. All agreement provisions required by law shall be deemed incorporated into this Agreement. Consultant will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Consultant, or divulge, disclose, or communicate in any manner any information that is proprietary to the District or protected from disclosure by law (such as student records). Consultant will protect such information and treat it as strictly confidential. The provisions of this Section 13 shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Consultant will return to the District all student records, other records, notes, documentation, and other items that were used, created, or controlled by Consultant during the term of this Agreement. The Consultant represents and warrants it does not have any potential, apparent, or actual conflict of interest relating in any way to this Agreement.
- 11. **RECORD RETENTION:** The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect, and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the Government Code.
- 12. **DELEGATEABILITY:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
- 13. **INTEGRATION:** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.
- 14. **JURISDICTION:** This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Riverside County, California.



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

To the Governing Board of Beaumont Unified School District:

I, \_\_\_\_\_ (Consultant) certify that:  
Name of Consultant

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

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

Executed at \_\_\_\_\_, California on \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**EXHIBIT "B"**

List of Individuals Who May Come in Contact with Pupils

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

**Insert W-9**

## **BEAUMONT UNIFIED SCHOOL DISTRICT**

### **INSURANCE REQUIREMENTS**

- Only required if driving is part of services or driving student(s) and or employee(s)**  
*Then automobile Liability Insurance, Including Hired & Non-Owned Auto Coverage, \$1,000,000 Accident for bodily injury and property damage.*
  
- (Check if Required) General Liability Insurance**  
*\$1,000,000 per incident for bodily injury and property damage.*
  
- (Check if Required) Professional Liability** Only if providing specialty License: Doctor, Nurse  
*Insurance \$1,000,000 per incident for bodily injury and property damage. If you have a specialty license, a copy of the license is required.*

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

**PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT**

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





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

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

Pricing is as follows for SPAB buses:

**Hourly or by the mile based on which is greater.**

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

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

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

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

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

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

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

### CANCELATION POLICY

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



**BEAUMONT UNIFIED SCHOOL DISTRICT**

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

**THIS AGREEMENT** (“Agreement”) is made effective on October 9, 2024 (date) by and between Inland Empire Stages, LTD hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

**RECITALS**

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

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

**AGREEMENT**

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

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

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

- 2. **TERM:** The term of this Agreement shall begin on October 9, 2024 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ attached per hour, for a total cost not to exceed \$25,000.00 --or-- for a lump sum of \$ N/A --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile,

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

4. **WORK PRODUCT OWNERSHIP:** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (collectively, the "Work Product") produced by Consultant under this Agreement shall be the sole and exclusive property of District. No Work Product produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, or patent by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer, and use copyright or patent any Work Product produced by Consultant under this Agreement. Upon request, the Consultant shall sign all documents necessary to confirm or perfect the exclusive ownership of the District to the Work Product. No consultant, firm, or corporation may use the District logo without pre-approval from the Superintendent.
5. **AGREEMENT AMENDMENT/MODIFICATION:** Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes and may require additional Board approval:
  - a. Increase dollar amounts;
  - b. Effect administrative changes;
  - c. Effect other changes as required by law; and
  - d. Term of agreement.

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

6. **INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and will perform the Services as an independent contractor and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any Services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees, including but not limited to, permanent status, health insurance benefits, sick leave, paid vacation, or any other employee benefit. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes and that the District will not withhold federal or state income tax deductions from payments made to Consultant under this Agreement. Consultant must provide District with his/her Social Security Number or Taxpayer ID number. District will provide Consultant and the Internal Revenue Service ("IRS") with a statement of earnings at the conclusion of each calendar year as required by the IRS.
7. **TERMINATION:**
  - a. The District may terminate this Agreement for cause upon seven (7) days' written notice in the event of substantial failure of performance or material breach by Consultant including bankruptcy, insolvency, or the filing of a general assignment for the benefit of creditors by Consultant. In the event a termination for cause under this paragraph is determined to have been made wrongfully by the District or without cause, then the termination shall be treated as a termination for convenience in accordance with the paragraph below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.
  - b. The District may, at any time and for any reason, suspend performance by the Consultant or terminate this Agreement for the District convenience upon ten (10) days' written notice to Consultant, and compensate Consultant only for Services satisfactorily rendered to the date of such suspension or termination for convenience. In addition, and notwithstanding anything to the contrary contained in this Agreement, due to the current budget crisis and the fiscal constraints under which the District operates, the District may terminate the Agreement at any time without penalty, cost, or damages of any kind. The District's termination of the Agreement shall in no way affect Consultant's obligation to hold harmless and indemnify the District in accordance with Section 9. Written notice by the District shall be sufficient to suspend or terminate any further performance of Services by the Consultant under this paragraph. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three (3) days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District all Work Product in progress or completed to date including any reports, drafts, electronic information, or the like to the District. Unless otherwise identified, notice will be provided

to the address shown at the signature block on the last page of this Agreement. Facsimile or electronic mail notices shall be accepted.

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

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

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

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

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

- 10. **COMPLIANCE WITH LAW/CONFIDENTIALITY:** The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies, ordinances, and workers' compensation laws. All agreement provisions required by law shall be deemed incorporated into this Agreement. Consultant will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Consultant, or divulge, disclose, or communicate in any manner any information that is proprietary to the District or protected from disclosure by law (such as student records). Consultant will protect such information and treat it as strictly confidential. The provisions of this Section 13 shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Consultant will return to the District all student records, other records, notes, documentation, and other items that were used, created, or controlled by Consultant during the term of this Agreement. The Consultant represents and warrants it does not have any potential, apparent, or actual conflict of interest relating in any way to this Agreement.
- 11. **RECORD RETENTION:** The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect, and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the Government Code.
- 12. **DELEGATEABILITY:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
- 13. **INTEGRATION:** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.
- 14. **JURISDICTION:** This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Riverside County, California.



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

To the Governing Board of Beaumont Unified School District:

I, \_\_\_\_\_ (Consultant) certify that:  
Name of Consultant

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

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

Executed at \_\_\_\_\_, California on \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**EXHIBIT "B"**

List of Individuals Who May Come in Contact with Pupils

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



**Insert W-9**

## **BEAUMONT UNIFIED SCHOOL DISTRICT**

### **INSURANCE REQUIREMENTS**

- Only required if driving is part of services or driving student(s) and or employee(s)**  
*Then automobile Liability Insurance, Including Hired & Non-Owned Auto Coverage, \$1,000,000 Accident for bodily injury and property damage.*
  
- (Check if Required) General Liability Insurance**  
*\$1,000,000 per incident for bodily injury and property damage.*
  
- (Check if Required) Professional Liability** Only if providing specialty License: Doctor, Nurse  
*Insurance \$1,000,000 per incident for bodily injury and property damage. If you have a specialty license, a copy of the license is required.*

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

**PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT**

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

Effective September 1, 2024

**Beaumont USD 2024 / 2025 Bus Tariff**

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

**47 passenger coach**

\$990.00 5 hour minimum

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

**56 passenger coach & 52+1 ADA coach**

\$1,095.00 5 hour minimum

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

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

Holiday rate is an additional \$300.00

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

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

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



**BEAUMONT UNIFIED SCHOOL DISTRICT**

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

**THIS AGREEMENT** (“Agreement”) is made effective on October 9, 2024 (date) by and between Intermex, 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.

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

- 2. **TERM:** The term of this Agreement shall begin on October , 2024 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ attached per hour, for a total cost not to exceed \$25,000.00 --or-- for a lump sum of \$ N/A --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile,

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

4. **WORK PRODUCT OWNERSHIP:** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (collectively, the "Work Product") produced by Consultant under this Agreement shall be the sole and exclusive property of District. No Work Product produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, or patent by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer, and use copyright or patent any Work Product produced by Consultant under this Agreement. Upon request, the Consultant shall sign all documents necessary to confirm or perfect the exclusive ownership of the District to the Work Product. No consultant, firm, or corporation may use the District logo without pre-approval from the Superintendent.
5. **AGREEMENT AMENDMENT/MODIFICATION:** Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes and may require additional Board approval:
  - a. Increase dollar amounts;
  - b. Effect administrative changes;
  - c. Effect other changes as required by law; and
  - d. Term of agreement.

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

6. **INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and will perform the Services as an independent contractor and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any Services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees, including but not limited to, permanent status, health insurance benefits, sick leave, paid vacation, or any other employee benefit. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes and that the District will not withhold federal or state income tax deductions from payments made to Consultant under this Agreement. Consultant must provide District with his/her Social Security Number or Taxpayer ID number. District will provide Consultant and the Internal Revenue Service ("IRS") with a statement of earnings at the conclusion of each calendar year as required by the IRS.
7. **TERMINATION:**
  - a. The District may terminate this Agreement for cause upon seven (7) days' written notice in the event of substantial failure of performance or material breach by Consultant including bankruptcy, insolvency, or the filing of a general assignment for the benefit of creditors by Consultant. In the event a termination for cause under this paragraph is determined to have been made wrongfully by the District or without cause, then the termination shall be treated as a termination for convenience in accordance with the paragraph below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.
  - b. The District may, at any time and for any reason, suspend performance by the Consultant or terminate this Agreement for the District convenience upon ten (10) days' written notice to Consultant, and compensate Consultant only for Services satisfactorily rendered to the date of such suspension or termination for convenience. In addition, and notwithstanding anything to the contrary contained in this Agreement, due to the current budget crisis and the fiscal constraints under which the District operates, the District may terminate the Agreement at any time without penalty, cost, or damages of any kind. The District's termination of the Agreement shall in no way affect Consultant's obligation to hold harmless and indemnify the District in accordance with Section 9. Written notice by the District shall be sufficient to suspend or terminate any further performance of Services by the Consultant under this paragraph. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three (3) days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District all Work Product in progress or completed to date including any reports, drafts, electronic information, or the like to the District. Unless otherwise identified, notice will be provided

to the address shown at the signature block on the last page of this Agreement. Facsimile or electronic mail notices shall be accepted.

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

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

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

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

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

- 10. **COMPLIANCE WITH LAW/CONFIDENTIALITY:** The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies, ordinances, and workers' compensation laws. All agreement provisions required by law shall be deemed incorporated into this Agreement. Consultant will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Consultant, or divulge, disclose, or communicate in any manner any information that is proprietary to the District or protected from disclosure by law (such as student records). Consultant will protect such information and treat it as strictly confidential. The provisions of this Section 13 shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Consultant will return to the District all student records, other records, notes, documentation, and other items that were used, created, or controlled by Consultant during the term of this Agreement. The Consultant represents and warrants it does not have any potential, apparent, or actual conflict of interest relating in any way to this Agreement.
- 11. **RECORD RETENTION:** The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect, and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the Government Code.
- 12. **DELEGATEABILITY:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
- 13. **INTEGRATION:** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.
- 14. **JURISDICTION:** This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Riverside County, California.





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

To the Governing Board of Beaumont Unified School District:

I, \_\_\_\_\_ (Consultant) certify that:  
Name of Consultant

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

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

Executed at \_\_\_\_\_, California on \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**EXHIBIT "B"**

List of Individuals Who May Come in Contact with Pupils

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

**Insert W-9**

## **BEAUMONT UNIFIED SCHOOL DISTRICT**

### **INSURANCE REQUIREMENTS**

- Only required if driving is part of services or driving student(s) and or employee(s)**  
*Then automobile Liability Insurance, Including Hired & Non-Owned Auto Coverage, \$1,000,000 Accident for bodily injury and property damage.*
  
- (Check if Required) General Liability Insurance**  
*\$1,000,000 per incident for bodily injury and property damage.*
  
- (Check if Required) Professional Liability** Only if providing specialty License: Doctor, Nurse  
*Insurance \$1,000,000 per incident for bodily injury and property damage. If you have a specialty license, a copy of the license is required.*

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

**PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT**

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



2024-2025 school year rates:

**56 passenger buses:** \$180/hr (5 hrs minimum) yard to yard  
**14 passenger sprinter van** \$130/hr (5 hrs minimum) yard to yard

Any trips over the road are quoted per itinerary

Feel free to reach out if you have additional questions

Edgar Casillas  
[Edgar@intermexinc.com](mailto:Edgar@intermexinc.com)  
626 426 4057



**BEAUMONT UNIFIED SCHOOL DISTRICT**

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

**THIS AGREEMENT** (“Agreement”) is made effective on October 9, 2024 (date) by and between Visser Bus Services, 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.

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

- 2. **TERM:** The term of this Agreement shall begin on October 9, 2024 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ attached per hour, for a total cost not to exceed \$25,000.00 --or-- for a lump sum of \$ N/A --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile,



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

4. **WORK PRODUCT OWNERSHIP:** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (collectively, the "Work Product") produced by Consultant under this Agreement shall be the sole and exclusive property of District. No Work Product produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, or patent by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer, and use copyright or patent any Work Product produced by Consultant under this Agreement. Upon request, the Consultant shall sign all documents necessary to confirm or perfect the exclusive ownership of the District to the Work Product. No consultant, firm, or corporation may use the District logo without pre-approval from the Superintendent.
5. **AGREEMENT AMENDMENT/MODIFICATION:** Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes and may require additional Board approval:
  - a. Increase dollar amounts;
  - b. Effect administrative changes;
  - c. Effect other changes as required by law; and
  - d. Term of agreement.

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

6. **INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and will perform the Services as an independent contractor and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any Services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees, including but not limited to, permanent status, health insurance benefits, sick leave, paid vacation, or any other employee benefit. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes and that the District will not withhold federal or state income tax deductions from payments made to Consultant under this Agreement. Consultant must provide District with his/her Social Security Number or Taxpayer ID number. District will provide Consultant and the Internal Revenue Service ("IRS") with a statement of earnings at the conclusion of each calendar year as required by the IRS.
7. **TERMINATION:**
  - a. The District may terminate this Agreement for cause upon seven (7) days' written notice in the event of substantial failure of performance or material breach by Consultant including bankruptcy, insolvency, or the filing of a general assignment for the benefit of creditors by Consultant. In the event a termination for cause under this paragraph is determined to have been made wrongfully by the District or without cause, then the termination shall be treated as a termination for convenience in accordance with the paragraph below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.
  - b. The District may, at any time and for any reason, suspend performance by the Consultant or terminate this Agreement for the District convenience upon ten (10) days' written notice to Consultant, and compensate Consultant only for Services satisfactorily rendered to the date of such suspension or termination for convenience. In addition, and notwithstanding anything to the contrary contained in this Agreement, due to the current budget crisis and the fiscal constraints under which the District operates, the District may terminate the Agreement at any time without penalty, cost, or damages of any kind. The District's termination of the Agreement shall in no way affect Consultant's obligation to hold harmless and indemnify the District in accordance with Section 9. Written notice by the District shall be sufficient to suspend or terminate any further performance of Services by the Consultant under this paragraph. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three (3) days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District all Work Product in progress or completed to date including any reports, drafts, electronic information, or the like to the District. Unless otherwise identified, notice will be provided

to the address shown at the signature block on the last page of this Agreement. Facsimile or electronic mail notices shall be accepted.

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

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

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

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

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

- 10. **COMPLIANCE WITH LAW/CONFIDENTIALITY:** The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies, ordinances, and workers' compensation laws. All agreement provisions required by law shall be deemed incorporated into this Agreement. Consultant will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Consultant, or divulge, disclose, or communicate in any manner any information that is proprietary to the District or protected from disclosure by law (such as student records). Consultant will protect such information and treat it as strictly confidential. The provisions of this Section 13 shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Consultant will return to the District all student records, other records, notes, documentation, and other items that were used, created, or controlled by Consultant during the term of this Agreement. The Consultant represents and warrants it does not have any potential, apparent, or actual conflict of interest relating in any way to this Agreement.
- 11. **RECORD RETENTION:** The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect, and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the Government Code.
- 12. **DELEGATEABILITY:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
- 13. **INTEGRATION:** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.
- 14. **JURISDICTION:** This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Riverside County, California.



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

To the Governing Board of Beaumont Unified School District:

I, \_\_\_\_\_ (Consultant) certify that:  
Name of Consultant

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

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

Executed at \_\_\_\_\_, California on \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**EXHIBIT "B"**

List of Individuals Who May Come in Contact with Pupils

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

**Insert W-9**

## **BEAUMONT UNIFIED SCHOOL DISTRICT**

### **INSURANCE REQUIREMENTS**

- Only required if driving is part of services or driving student(s) and or employee(s)**  
*Then automobile Liability Insurance, Including Hired & Non-Owned Auto Coverage, \$1,000,000 Accident for bodily injury and property damage.*
  
- (Check if Required) General Liability Insurance**  
*\$1,000,000 per incident for bodily injury and property damage.*
  
- (Check if Required) Professional Liability** Only if providing specialty License: Doctor, Nurse  
*Insurance \$1,000,000 per incident for bodily injury and property damage. If you have a specialty license, a copy of the license is required.*

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



**PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT**

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



April 17, 2024

Beaumont Unified School District  
 350 Brookside Ave.  
 Beaumont CA 92223

1469 W. 9<sup>th</sup> Street  
 Upland CA 91786  
 (909)944-7300 office

[www.visserbus.com](http://www.visserbus.com)

Re: Bus Rates 2024-25

Below you will find our field/charter trip rates for 2024-25. Our trip buses are all 69-81 passenger, with full under bus storage. We also have 15 passenger buses wheelchair lifts available.

Type of Service	Effective 7/1/2024
Base Rate for trip (5 hour minimum)	\$590.00
Excess hourly rate	\$95.00
Maximum 30 minutes dead head time each way	
Tolls and Parking responsibility of customer	
Any trip over 50 miles total will include a \$2.50 per mile fuel surcharge.	
Mountain, grad nights and overnight trips are negotiated on a trip-by-trip basis.	
Any trips cancelled within 72 hours or less will be charged a \$590 cancellation fee.	

We look forward to providing service to the Beaumont Unified School District. If you have any questions, please contact Jim or Brad Visser directly at (909) 944-7300.

Respectfully,

Brad Visser  
 Visser Bus Services

# CONSULTANT SERVICES AGREEMENT

(SPECIAL INSPECTION AND/OR TESTING SERVICES)

This AGREEMENT is made and entered into this 9<sup>th</sup> day of October in the year 2024 (“EFFECTIVE DATE”), by and between the BEAUMONT UNIFIED SCHOOL DISTRICT, hereinafter referred to as (the “DISTRICT”), and All-American Inspection, Inc., hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

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

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

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

**NOW, THEREFORE**, the PARTIES hereto agree as follows:

## ARTICLE I

### **SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT**

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

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

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

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

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

## **ARTICLE II**

### **CONSULTANT'S SERVICES AND RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE III** **TERMINATION**

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

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

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

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

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

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

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

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

**ARTICLE IV**  
**REPORTS AND/OR OTHER DOCUMENTS**

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

**ARTICLE V**  
**ACCOUNTING RECORDS OF THE CONSULTANT**

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

**ARTICLE VI**  
**COMPENSATION TO THE CONSULTANT**

1. The DISTRICT shall compensate the CONSULTANT as follows:
  - a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in EXHIBIT "A", inclusive of reimbursable expenses, for performing the basic services required by this AGREEMENT subject to the limitations set forth herein this Article VI, Section 1(a). In no event shall the CONSULTANT's compensation exceed EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY Dollars (\$18,750.00) for performing all the basic services detailed in Article II and EXHIBIT "A". CONSULTANT shall invoice costs monthly for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation.
  - b. Invoices requesting payment for Additional Services performed in accordance with Article VII below must reflect the compensation approved by the DISTRICT and include a copy of the DISTRICT's written authorization. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services and no claim by the CONSULTANT for additional compensation related to Additional Services shall



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

**ARTICLE VII**  
**ADDITIONAL CONSULTANT SERVICES**

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

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

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

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

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

**ARTICLE VIII**  
**MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

**CONSULTANT:**

All-American Inspection, Inc.

By:   
Stacy Douglas

**DISTRICT:**

Beaumont Unified School District

By: \_\_\_\_\_  
Carmen Ordonez-Director of Fiscal Services

**EXHIBIT “A”**

*(INSERT CONSULTANT’S PROPOSAL)*



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

---

## ***PROPOSAL***

### ***DSA INSPECTION SERVICES***

---

September 13 2024

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

Attention: Ms. Ana Gonzalez, Director of Facilities Planning  
RE: DSA In-Plant Inspection Proposal  
Project: Beaumont Maintenance and Operation Yard Extension

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

<b>DSA IN-PLANT INSPECTION SERVICE</b>		
<b>PLANT MANUFACTURE: SCM #TBD</b>		
<b><u>No. &amp; Size of Buildings</u></b>	<b><u>Inspection Fee per Building-Flat Rate</u></b>	
DSA In-plant Inspector of Record Service		
4 – 24 x 40 Modular Classroom Buildings	\$2,500.00 per building x 4	\$10,000.00
1 – 36 x 40 Modular Classroom Building	\$3,750.00 per building x 1	\$ 3,750.00
1 – 12 x 40 Modular Restroom Building	\$5,000.00 per building x 1	\$ 5,000.00
<b>Total Cost Not to Exceed:</b>		<b>\$18,750.00</b>

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

Respectfully Submitting,

Stacey Douglas

Accepted by:

Date: / /



## CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE

This agreement is made effective on October 1, 2024 (date) by and between  
K12 Insight, LLC, hereafter called "VENDOR," and Beaumont Unified School DISTRICT,  
hereafter called "DISTRICT."

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

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

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

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

**NOW, THEREFORE**, the Parties agree as follows:

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

---

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

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

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

BEAUMONT UNIFIED SCHOOL DISTRICT

K12 INSIGHT, LLC

**Authorized Signature:**

**Authorized Signature:**

Carmen Ordonez, Director of Fiscal Services

Printed Name and Title:

Printed Name and Title:

Date:

Date:

## California AB 1584 Compliance Checklist for Technology Services

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

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

---

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

# Terms of Service

Welcome to K12 Insight, LLC (“K12 Insight”, “Company”, or “we”). K12 Insight is a Virginia limited liability company that provides a range of solutions and services to organizations directly or indirectly affiliated with education as further described in these Terms of Service (the “Agreement”). This Agreement governs your use of our website (the “Site”), our online platform and services (the “Platform”), our mobile service (the “App”), the Site, any other online service which links to this Agreement and any software and technology provided on or in connection with the Platform, the Site or the App (collectively, the “Service”).

This Agreement applies to all users. Users of the Service include (a) companies, organizations or other legal entities who purchase the Service in order to facilitate communication efforts (“Clients,” and to the extent that any such Client is a school, school district or other educational institution customer, “School Clients”) and (b) parents, students, Authorized Users (defined below) and any other visitor, user and other individual who accesses or otherwise uses the Service whether or not they have an account (collectively, (a) and (b) are referred to as “Users” or “you”).

This is a contract between you and K12 Insight. By (a) executing a Sales Order Form (“SOF”); (b) accessing or using the Service; or (c) by clicking a button or checking a box marked “I Agree” (or something similar), you signify that you have read, understood and agree to be bound by this Agreement, and to the collection and use of your information as set forth in our Privacy Policy, whether or not you are a registered user of our Service. If you do not agree, you may not use the



Certain services may be subject to additional terms and conditions specified by us from time to time, and your use of such services is subject to those additional terms and conditions, including but not limited to a SOF and any addenda attached thereto, which are hereby incorporated into this Agreement by reference.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

## 1. USE OF THE SERVICE

**1.1. Eligibility.** You may use the Service only if you can form a binding contract with K12 Insight, and only in compliance with this Agreement and all applicable laws, rules, and regulations.

**1.2. Limited License.** Subject to the terms of this Agreement, K12 Insight hereby grants you a nonexclusive, limited, non-transferable and freely revocable license to use the Service as permitted by this Agreement and the features of the Service. K12 Insight reserves all rights not expressly granted herein in the Service.

### 1.3. User Accounts.

We may maintain different types of accounts for different types of users. If you open an account on behalf of a Client, then (i) "you" and "your" includes you, that Client, and any and all Authorized Users and (ii) you represent and warrant that you are an authorized representative of the Client with the authority to bind the Client to this Agreement, and that you agree to this Agreement on the Client's behalf. You acknowledge and agree that if you are opening an account or otherwise using the Service as or on behalf of a Client, your employees, consultants, contractors, customers, agents and any other user authorized to use the Service in connection with your or your Client's account (collectively, "**Authorized Users**") must create their own accounts and must separately agree to be bound by this Agreement.



account, and you must keep your account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers, and symbols) with your account. You must notify K12 Insight immediately of any breach of security or unauthorized use of your account. K12 Insight will not be liable for any losses caused by any unauthorized use of your account.

## 2. TERM

If you are a Client and have entered into a Sales Order Form (“SOF”), then you are entitled to use the Service only for the applicable duration stated in the SOF and subject to the Payment Obligations in Section 7 (Payment Obligations), below.

## 3. PRIVACY POLICY

We respect your privacy and are committed to protecting it. You understand that by using the Service you consent to the collection, use and disclosure of your personally identifiable information and aggregate and anonymized data as set forth in our Privacy Policy and to have your personal information collected, used, transferred to and processed in the United States.

## 4. USER CONTENT

Some areas of the Service allow Users to submit, post, transmit, display, provide, or otherwise make available content such as videos, images, music, comments, questions, survey questions and other content or information, independently developed by Customers, Authorized Users, or Users without consultation from K12 Insight (any such materials a User submits, posts, displays, provides, transmits, or otherwise makes available on the Service are referred to as “User Content”).

WE CLAIM NO OWNERSHIP RIGHTS OVER USER CONTENT CREATED BY YOU. THE USER CONTENT YOU CREATE REMAINS YOURS. You shall be solely responsible for the accuracy, quality, integrity, and legality of User Content, the means by which you acquired it, and the consequences of posting, transmitting, sharing, or otherwise making it available on or through the



By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Service, you hereby expressly grant, and you represent and warrant that you have all rights necessary to grant, to K12 Insight a worldwide, royalty-free, sublicensable, transferable, non-exclusive license to use, reproduce, modify, adapt, create derivative works, and otherwise use your User Content for the purpose of providing the Service to you and as otherwise permitted by this Agreement and K12 Insight's Privacy Policy.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm represent and warrant the following:

- You have the written consent of each and every identifiable natural person in the User Content, if any, to use such person's name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.
- You have obtained and are solely responsible for obtaining all consents as may be required by law to submit any User Content relating to third parties.
- Your User Content and K12 Insight's use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.
- K12 Insight may exercise the rights to your User Content granted under these Terms without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.

To the best of your knowledge, all User Content and other information that you provide to us is truthful and accurate.

## 5. USER DATA



Users that a Client permits to use the Service (collectively, "User Data"). This may include survey responses, messages, Communications (defined below) and user contact details. Our Privacy Policy explains how K12 Insight collects, maintains, uses, discloses and deletes User Data collected or generated by the Service.

**5.2. Ownership and License.** As between a Client and K12 Insight, the Client owns and shall retain all right, title and interest (including all Intellectual Property Rights) in and to User Data; however, by submitting or causing to be submitted User Data to K12 Insight, the Client hereby grants, and represents and warrants that the Client has all rights necessary to grant, all rights and licenses to the User Data required for K12 Insight and its subcontractors and service providers to provide the Service.

**5.3. User Data Restrictions.** A Client may not submit, or cause to be submitted, any User Data that includes a social security number, passport number, driver's license number, or similar identifier, credit card or debit card number, employment, financial or health information, or any other information which may be subject to specific data privacy and security laws including, but not limited to, the Gramm-LeachBliley Act ("GLBA"), or the Health Insurance Portability and Accountability Act ("HIPAA"), or which could give rise to notification obligations under data breach notification laws, without K12 Insight's prior written approval.

**5.4. Responsibility for User Data.** You (not K12 Insight) bear sole responsibility for adequate security and protection of User Data when in your or your Authorized Users' possession or control. Except for as expressly set forth in this Agreement, K12 Insight will not be responsible for any backup, recovery or other steps required to ensure that User Data is recoverable in the case of data loss. The Client is solely responsible for backing up User Data on a regular basis and taking appropriate steps to safeguard and ensure the integrity of User Data. In addition to the foregoing, as between you and K12 Insight, you are solely responsible for any and all User Data you or your Authorized Users provide and/or cause to be provided to the Service, and the consequences of providing, posting or transmitting such User Data, including responsibility for compliance with breach notification laws. K12 Insight's commercially reasonable efforts to restore lost or corrupted User Data pursuant to this section shall constitute our sole liability and your sole and exclusive remedy in the event of any loss or corruption of User Data.

## 6. STUDENT DATA





for an educational purpose, K12 Insight may collect or have access to User Data provided by the School or by a student, parent or guardian that contains Student Data. "Student Data" is personal information that is directly related to an identifiable student and may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA").

**6.2. Ownership and Control.** The School Client, and not K12 Insight, owns and controls the Student Data. You authorize K12 Insight to access, collect, transmit, modify, display, and store Student Data for the purpose of providing the Service and as described in this Agreement and in our Privacy Policy. You may provide Student Data manually or permit K12 Insight to access Student Data automatically, for example, if you chose to integrate your Student Information System ("SIS") with the Service. You additionally authorize K12 Insight to collect Student Data directly from students, parents, guardians, and Authorized Users of the Service. You represent and warrant that you have the authority to provide Student Data to the Service and that you have provided all necessary disclosures to individuals regarding your sharing of Student Data with K12 Insight for this purpose.

**6.3. Compliance with Laws.** K12 Insight shall access and process Student Data as a "school official" with a legitimate educational interest, as that term is defined by FERPA. Individually and collectively with our School Clients and Authorized Users, K12 Insight agrees to uphold our obligations under FERPA, the Protection of Pupil Rights Amendment ("PPRA"), the Children's Online Privacy Protection Act ("COPPA"), applicable state laws relating to student data privacy, and with all other laws and regulations governing the protection of personal information. To the extent a School Client uses the Service to collect personal information from children under the age of 13 or sends communications through the Service to children under the age of 13, you represent and warrant that you have the authority to provide the requisite consent for K12 Insight to collect and use such personal information from students under 13 for the purpose of providing the Service and as otherwise described in this Agreement, as permitted by COPPA. We recommend that School Clients provide appropriate disclosures to students and parents regarding the School Client's use of service providers such as K12 Insight.

**6.4. Use of Student Data.** By submitting or providing K12 Insight access to Student Data, you agree that K12 Insight may use the Student Data solely for the purposes of (a) providing the Service, (b) improving and developing our Service, (c) enforcing our rights under this Agreement, and (d) as permitted with a School Client's or User's consent. You agree that both before and after the term of this Agreement, K12 Insight may collect, analyze and use data derived from Student Data as well as data about Users' access and use of the Service, for the purpose of operating, analyzing, improving



reasonably identify a specific individual.

**6.5. Restrictions on the Use of Student Data.** K12 Insight will not sell, disclose, transfer, share or rent any Student Data obtained under the Agreement in a manner that could identify an individual student to any entity other than the School Client or Authorized Users except to the extent set forth in the Agreement, and as otherwise directed by a School Client or User or permitted by law.

**6.6. Restrictions on the Use of Student Data for Advertising.** K12 Insight is prohibited from using Student Data to: (i) advertise or market to students or to direct targeted online advertising to students, and (ii) develop a profile of a student, parent/guardian or group, other than for the purpose of providing the Services or as authorized by a School Client or by a parent/guardian. Nothing shall prohibit K12 Insight from engaging in other types of advertising and promotional activity, such as advertising educational products on third party websites and online services or recommending additional services to school employees, so long as K12 Insight does not use Student Data to direct such advertisements.

**6.7. Disclosure of Student Data to Third Parties.** You acknowledge and agree that K12 Insight may provide access to Student Data to our employees and service providers that have a legitimate need to access such information in order to provide their services to us. K12 Insight and our employees, affiliates, service providers, or agents involved in the handling, transmittal, and processing of Student Data will be required to maintain the confidentiality of such data. K12 Insight may share Student Data with third parties through the Service as directed by a School Client or an Authorized User with authority over such Student Data, which includes sharing Student Data with Authorized Users who are authorized to access messages and content sent through the Service. You acknowledge that K12 Insight is not responsible for the data practices of third parties authorized or directed by you or your Authorized Users to receive or access Student Data through the Service, and that you are solely responsible for the consequences of providing or transmitting Student Data to such third parties, or authorizing those third parties to access Student Data through the Service.

**6.8. Student Data Access and Deletion Requests.** K12 Insight shall delete Student Data upon request from a School Client or an Authorized User with authority over such Student Data, except that K12 Insight shall not be required to delete content or data a User shared to public areas of the Service. A parent or student over the age of 18 seeking to access, modify, correct, or delete Student Data will be instructed to contact the School Client or an Authorized User to discuss data



Client and provide K12 Insight with a written request to delete such data prior to the ninety (90) days. If you are a School Client, you may also delete, download, or retrieve the Student Data at any time during the Term and for up to thirty (30) days thereafter within your account on the Service. The School Client is responsible for maintaining Student Data that is provided by the School Client to K12 Insight and deleting Student Data which the School Client no longer needs for an educational purpose

**6.9. Data Security and Breach Notification.** K12 Insight has implemented administrative, physical, and technical safeguards designed to secure the Student Data in K12 Insight's possession and control from unauthorized access, disclosure, and use. In the event that an unauthorized party gains access to or has been disclosed personal information (a "Security Incident"), K12 Insight shall promptly notify the School Client. If, due to a Security Incident which is caused by the acts or omissions of K12 Insight or its agents, a notification to an individual, organization or government agency is required under applicable privacy laws, the School Client shall be responsible for the timing, content, and method of any such legally required notice and compliance with such laws and K12 Insight shall indemnify the School Client for the reasonable costs related to legally-required notifications. With respect to any Security Incident which is not caused by the acts or omissions of K12 Insight or its agents, K12 Insight shall reasonably cooperate with your investigation of the Security Incident, at the School Client's request and at your reasonable expense, but K12 Insight shall not indemnify the School Client for costs associated with the Security Incident.

**6.10. Terms of Service Changes with Respect to Student Data.** K12 Insight shall use its best efforts to provide School Clients at least thirty (30) days' notice of a change that may involve collecting, using, storing, or sharing Student Data in a materially different way than was disclosed in the previous Agreement, so that you have sufficient time to evaluate the change in practice. If you do not choose to accept the changes, you may opt-out by discontinuing your use of the Service and deleting your accounts and Student Data before the changes take effect.

## 6. PAYMENT OBLIGATIONS

**7.1. Subscriptions.** If you are a Client paying for the Service, some of our Services are billed on a subscription basis ("Subscriptions"). This means that you will be billed in advance on a recurring, periodic basis (each period is called a "Billing Cycle"). Billing Cycles commence on the Contract



On date.

**7.2. Fees for Services.** If you are paying for the Subscription, you shall pay all fees stated in the applicable SOF on the dates specified in the SOF.

**7.3. Refunds.** Fees associated with the Service are non-cancellable and non-refundable.

**7.4. Nonpayment.** K12 Insight may charge a late fee of one and a half percent (1.5%) per month on any balance that remains unpaid after the Due By date. Failure to pay any invoice within sixty (60) days of the Due By date is a material breach of this Agreement that entitles K12 Insight to immediately suspend or terminate the Service without further notice and demand payment in full for all outstanding amounts, including payments owed through the duration of the final Contract End Date and accrued late fees.

**7.5. Price Changes.** The fees associated with the Service shall remain as indicated in the SOF

**7.6. California Residents.** The provider of services is set forth herein. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

## 8. THE SERVICES

**8.1. Services.** If you are a Client, K12 Insight will provide one or more of the following Services to you and other Users on your behalf, as set forth in the applicable SOF:

- Let's Talk!™ Customer Experience Platform
- Engage Survey Platform

Professional Services in connection with a managed survey project, training in customer service or other consulting or professional services as described and set forth in an applicable SOF (collectively, the "**Professional Services**")



- You shall not misuse our Service by interfering with its normal operation or attempting to access it using a method other than through the interfaces and instructions that we provide.
- You shall not circumvent or attempt to circumvent any limitations that K12 Insight imposes on your account.
- You may not probe, scan, or test the vulnerability of the Service, including any K12 Insight system or network
- Unless permitted by applicable law, you may not deny others access to, or reverse engineer, the Service, or attempt to do so.
- You shall not transmit or upload any viruses, worms, malware, or other types of malicious software, or links to such software, through the Service.
- You shall not transmit obscene, threatening, harassing, hate-oriented, defamatory, racist, illegal, or otherwise objectionable messages or material through the Service.
- You shall not engage in abusive or excessive usage of the Service, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Service for other Users. K12 Insight will endeavor to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to K12 Insight.
- You shall not use the Service to infringe on any third party right, including any the Intellectual Property Rights, privacy rights or publicity rights of others, or to commit an unlawful activity.
- You shall not engage in any activity that violates any law, including, but not limited to the Health Insurance Portability and Accountability Act, COPPA, FERPA, Or which would result in K12 Insight violating any law due to your use or misuse of the Service.
- You shall not promote or condone the sending of unsolicited email, calls or SMS/MMS text messages to individuals not affiliated with you, nor use the Service to engage in spamming or other unsolicited advertising, marketing or other commercial or non-commercial activities, including, without limitation, any activities that violate the Calling Laws (defined below).



You may not impersonate another person or otherwise misrepresent your affiliation with a person or entity or conduct fraud.

**8.3. Appropriate Content and Communications.** Users have the ability to send Communications (defined below) to certain other Users as a feature of the Service. You acknowledge and agree that K12 Insight is not obligated to monitor, or filter Communications or data transmitted through the Service and that we shall not be responsible for the content of any such Communications or transmissions. You shall not use the Service to send any Communications that disparage any individual or group. You shall not use the Service to bully, harass, intimidate, or otherwise offend any individual or group and you agree not to engage in any behavior or to instigate or participate in any communication via the Service that violates the law. If you believe someone may have sent an offensive or illegal communication via the Service, please notify us immediately at [privacy@k12insight.com](mailto:privacy@k12insight.com).

**8.4. Additional Obligations for Engage Survey Platform.** If you are a Client and have purchased a Subscription to the Engage Survey Platform service under an applicable SOF, then the following additional terms apply:

- If using anonymous or semi-anonymous surveys or intake methods, you shall take all necessary steps to prevent linking a survey response to the identity of that survey User.
- You shall place K12 Insight mail server details on a list of "safe" senders (i.e., a whitelist) to ensure delivery of high volumes of emails from K12 Insight
- When requesting data from survey projects, you shall waive the right to data that may directly or indirectly reveal the identity of survey User.

If survey feedback includes language that includes threats, safety concerns, or harassment, the identity of the survey User may be revealed (i) by K12 Insight, at its sole discretion, as we deem reasonably necessary to protect K12 Insight, our users or others, or as required by law or pursuant to a legal request, or (ii) by an administrative user of the Client, provided that such user warrants and affirms to have a reasonable basis to believe that identification is necessary to protect the life, health or safety of an individual.

**8.5. Additional Obligations for Let's Talk! Customer Experience Platform.** If you are a Client and have purchased a Subscription to the Let's Talk! Customer Experience Platform under an applicable



prevent linking that feedback to the identity of that User.

- If a User dialogue includes language that includes threats, safety concerns, or harassment, the identity of the User may be revealed (i) by K12 Insight, at its sole discretion, as we deem reasonably necessary to protect K12 Insight, our users or others, or as required by law or pursuant to a legal request, or (ii) by an administrative user of the Client, provided that such user warrants and affirms to have a reasonable basis to believe that identification is necessary to protect the life, health or safety of an individual.

**8.6. Additional Obligations for Calls and Messaging.** If you are a Client that uses the Service to transmit, send, receive, or facilitate email, calls, SMS/MMS messages or other communications (“Communications”) or causes or induces such Communications to be sent through the Service, then the following additional terms apply:

- You shall at all times comply with the CAN SPAM Act of 2003, the Telephone Consumer Protection Act (47 U.S.C. §227), the Do-Not-Call Implementation Act and the Do-Not-Call list registry rules (<http://www.donotcall.gov>), the Telemarketing Sales Rule, 47 C.F.R. § 64.1200 et seq, and all other state or local laws, rules, regulations, and guidelines relating to calling or texting, including without limitation, rules, regulations and guidelines set forth by the Federal Trade Commission and the Federal Communications Commission (collectively, the “Calling Laws”).
- You agree that, as between you and K12 Insight, you are the initiator and sender of any call, SMS/MMS message, email or other Communication transmitted through the Service and for all content relating to, inducing, or encouraging Communications to take place.
- You are responsible for all activity occurring under your, the Client’s and Authorized User’s accounts, including any unauthorized use of such accounts by any third party.
- You agree to familiarize yourself with and abide by all applicable local, state, national and international laws and regulations that place restrictions on certain types of phone calls and/or SMS or MMS messages and you are solely responsible compliance with such laws for all Communications and content sent, initiated or transmitted through the Service. K12 Insight is not responsible for reviewing the contents of any Communication transmitted through the Service or transmitted by you related to your use of the Service, nor is it responsible for obtaining any necessary consents or permissions from the recipients of such Communications.



of receiving Communications from you or your Authorized Users.

**8.7. Additional Obligations for Professional Services.** If you are a Client and have purchased Professional Services under an applicable SOF, then the following additional terms apply:

- You shall appoint one member of your staff to serve as K12 Insight's Point of Contact ("POC").
- You shall provide reasonable timeline for all projects.
- You shall attend and actively participate in meetings with K12 Insight staff or representatives.
- You shall provide feedback in a timely manner for all content where K12 Insight staff explicitly request your feedback.
- You shall participate in Service specific training conducted by K12 Insight

## 9. CHANGES TO OUR SERVICES

**9.1. Service Modifications.** K12 Insight may from time to time make modifications to the Service, including without limitation in the form of software upgrades and software releases. Because K12 Insight must use substantial resources to make and support such changes, and because such changes are derived from K12 Insight's existing Intellectual Property Rights, K12 Insight owns all right, title, and interest in and to such changes.

**9.2. Service Retirement.** K12 Insight may add, alter, or remove functionality from a Service at any time without prior notice. K12 Insight may also limit, suspend, or discontinue a Service at its discretion.

**9.3. New Services.** K12 Insight may introduce new products and services to complement our existing Service. If such services are not included in your existing Subscription or in your SOF, K12 Insight reserves the right and sole discretion to decide whether or not the new services will be made available you. Such services may come at an additional cost or may be included within your Subscription license at no cost.





**10.1. K12 Insight Intellectual Property.** Except for User Content and User Data, K12 Insight owns all right, title, and interest in and to the Service, and all software and materials and all Intellectual Property Rights related thereto, including, registered and unregistered, domestic and foreign, trademarks, service marks, trademark applications, service mark applications, trade names, patents, patent applications, copyrights, copyright applications, discoveries, know-how, trade secrets, algorithms, user interfaces of and relating to the Service, including any and all surveys created by K12 Insight, (collectively “K12 Insight Intellectual Property”).

**10.2. Maintaining K12 Insight Intellectual Property.** Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such K12 Insight Intellectual Property, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any K12 Insight Intellectual Property. Use of K12 Insight Intellectual Property for any purpose not expressly permitted by this Agreement is strictly prohibited without K12 Insight’s prior written consent.

**10.3. Feedback.** You may choose to, or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place K12 Insight under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, K12 Insight does not waive any rights to use similar or related ideas previously known to K12 Insight, or developed by its employees, or obtained from sources other than you.

## 11. COPYRIGHT COMPLAINTS

It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (“DMCA”).

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify K12 Insight’s copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:



- Identification of the copyrighted work that you claim has been infringed;
- Identification of the material that is claimed to be infringing and where it is located on the Service;
- Information reasonably sufficient to permit K12 Insight to contact you, such as your address, telephone number, and, email address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and

A statement made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice K12 Insight

Address: 2291 Wood Oak Drive, Suite 300 Herndon, VA 20171

Telephone: (703) 542-9600

Fax: (703) 935-1403

Email: [privacy@k12insight.com](mailto:privacy@k12insight.com)

**UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.**

Please note that this procedure is exclusively for notifying K12 Insight and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with K12 Insight's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, K12 Insight has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. K12 Insight may also at its sole discretion limit access to the Service and/or terminate the accounts

## 12. SECURITY

K12 Insight cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk. We do not control what third parties may do with your personal information transmitted, posted, or otherwise shared with others through the Service. We urge you to use caution in transmitting, sharing, or posting sensitive personal information in public areas of the Service like message boards or in Communications.

## 13. DISCLAIMERS AND LIMITATIONS OF LIABILITY

**13.1. Limited Warranty.** K12 Insight represents and warrants that any Professional Services shall be provided in a workmanlike manner that conform to the relevant, prevailing industry standards.

**13.2. WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTY ABOVE, K12 INSIGHT PROVIDES THE SERVICE AS IS AND ON AN AS AVAILABLE BASIS AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, DATA ACCURACY AND QUIET ENJOYMENT. YOU UNDERSTAND THAT K12 INSIGHT IS DEPENDENT ON CERTAIN THIRD-PARTIES AND ON MATTERS OUTSIDE ITS CONTROL FOR DELIVERING THE SERVICE. K12 INSIGHT EXPRESSLY DISCLAIMS THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE, ERROR-FREE, ACCURATE OR RELIABLE. ANY MATERIAL OR DATA OBTAINED OR DOWNLOADED THROUGH THE SERVICE, INCLUDING USER RESPONSES, CUSTOMER FEEDBACK, MOBILE APPLICATIONS, REPORTS, DASHBOARDS, AND SAMPLE SURVEYS, IS DONE AT YOUR OWN RISK AND YOU SHALL REMAIN SOLELY RESPONSIBLE FOR ANY DAMAGE CAUSED BY SUCH MATERIAL, INCLUDING ANY LOSS OF DATA OR DAMAGE TO YOUR COMPUTER SYSTEMS. K12 INSIGHT SHALL NOT BE RESPONSIBLE FOR YOUR FAILURE TO STORE, DOWNLOAD, OR BACKUP ITS DATA. YOU SHALL REMAIN RESPONSIBLE TO EVALUATE THE ACCURACY, RELIABILITY, COMPLETENESS AND USEFULNESS OF ANY AND ALL CONTENT DELIVERED THROUGH THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM K12 INSIGHT OR

**13.3. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) K12 INSIGHT'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT ARE LIMITED TO DIRECT MONETARY DAMAGES, AND IN NO EVENT WILL THE AMOUNT OF SUCH DAMAGES EXCEED \$100 OR THE AGGREGATE FEES PAID BY YOU WITHIN THE PAST YEAR OF SERVICE UP TO A MAXIMUM OF \$5,000, WHICHEVER IS GREATER, AND (B) IN NO EVENT WILL K12 INSIGHT BE LIABLE FOR PROVIDING SUBSTITUTE SERVICES OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM, LOST PROFITS, LOST REVENUE, LOST DATA, INABILITY TO USE THE SERVICES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF K12 INSIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. YOU ACKNOWLEDGE THAT K12 INSIGHT HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE ON THE DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY AND THE SAME FORM AN ESSENTIAL BASIS FOR THE BARGAIN BETWEEN THE PARTIES.

**13.4. EXCLUSIONS AND LIMITATIONS.** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN CLAIMS OR DAMAGES SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## 14. INDEMNITY

**14.1. Your Indemnification Obligations.** To the fullest extent permitted by applicable law, you agree to indemnify and hold harmless K12 Insight and its directors, officers, employees, and agents from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (a) content you submit, post, transmit or make available through the Service, including without limitation, User Content and User Data, (b) your use, misuse or access to the Service, (c) your connection to the Service, (d) your violation of the Agreement, including without limitation your breach of any representations and warranties, (e) your violation of any applicable law or the rights of another person or entity, (f) your willful misconduct, or (g) any other party's access and use of the Service with your unique username, password, or other appropriate security



**14.2. K12 Insight's Indemnification Obligations.** K12 Insight agrees to indemnify, defend and hold harmless you and your directors, officers, employees, and agents against third party claims (a) that the Service (in the form provided and when used in accordance with the terms of this Agreement) infringes any U.S. patent or trademark or (b) caused by K12 Insight's gross negligence. However, K12 Insight's obligation to indemnify shall not apply to any claims resulting from your willful misconduct or negligence. As a condition to K12 Insight's defense and indemnification, you shall provide K12 Insight with prompt written notice of any claims and permit K12 Insight to control the defense, settlement, adjustment, or compromise of any such claim.

**14.3. Infringing Services.** If any Service becomes, or in K12 Insight's opinion is likely to become, subject of a claim of infringement, K12 Insight will provide you with notice and the right to continue to use that Service or replace or modify the Service so it is no longer infringing. If neither of the foregoing is commercially and reasonably available to K12 Insight, you shall immediately stop using the Service and return all materials relating to the Service to K12 Insight, and, if applicable, K12 Insight will refund any pro-rated unused fees paid for the infringing Service based on the remaining contracted period under a SOF. K12 Insight shall have no obligation or liability hereunder for any claim resulting from: (a) modification of the Services by any party other than K12 Insight, (b) modification of the Service by K12 Insight in accordance with your designs, specifications, or instructions; (c) use other than as granted in this Agreement; (d) use of a superseded version of the Services if the infringement claim could have been avoided by using a current version available to you.

## 15. CONFIDENTIAL INFORMATION

**15.1. Defining Confidential Information.** The provision of the Service may require the use and disclosure of certain confidential information. Unless required by local, state, or federal laws, you shall hold in confidence and shall not use or disclose to any third party, or use for any purpose other than as expressly authorized in this Agreement, the terms and pricing of the Service under this Agreement, any software or documentation related to the Service, K12 Insight sample questions and templates, trade secrets, technical know-how, inventions, materials, product development plans, pricing, marketing plans, client lists and email addresses, whether disclosed orally or in writing, or other information understood to be K12 Insight's confidential information (collectively, "Confidential Information"). Confidential Information does not include information



receipt by you in the public domain or subsequently enters the public domain other than by reason of acts or omissions of your employees or agents, which acts or omissions have not been consented to by K12 Insight, and can be so proven by written records; (d) becomes publicly available through no fault of your own; (e) or is independently developed by or on behalf of you without resort to K12 Insight's Confidential Information as can be shown by reasonable documentary evidence.

## 16. TERMINATION

**16.1. Termination.** If you are a Client and have an existing SOF, you may terminate this Agreement before the expiration of the Term as set forth in the applicable SOF only for a material breach by K12 Insight that is not cured for thirty (30) days following written notice of such material breach. K12 Insight may terminate this Agreement for any reason or no reason.

**16.2. Ceasing Services.** Upon expiration or termination of this Agreement, you shall cease using the Service and related materials immediately.

**16.3. End of the Term or Subscription.** If you have a Subscription and it expires or terminates (e.g., at the end of the term if the account has not been renewed or has been canceled), the account no longer permits access to the Service. However, K12 Insight may, at its sole discretion, permit continued, limited access for Authorized Users of the account for a limited time after the conclusion of the term. The Service includes built-in capabilities to download and export information relating to the account. If you wish to save or maintain any data, you must download such data before the conclusion of the term. Once the Subscription ends, K12 Insight may delete Customer Content and Customer Data relating to an account in accordance with this Agreement and the Privacy Policy. It is your responsibility to request renewal of accounts that do not automatically renew to maintain continued access to the account and its associated data.

## 17. ADDITIONAL TERMS FOR MOBILE APPLICATIONS



warrant that the App will be compatible with your mobile device. You may use mobile data in connection with the App and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. Subject to the terms of this Agreement, K12 Insight hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the App for your personal use. You may not: (a) modify, disassemble, decompile or reverse engineer the App, except to the extent that such restriction is expressly prohibited by law; (b) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the App to any third party or use the App to provide time sharing or similar services for any third party; (c) make any copies of the App; (d) remove, circumvent, disable, damage or otherwise interfere with security-related features of the App, features that prevent or restrict use or copying of any content accessible through the App, or features that enforce limitations on use of the App; or (e) delete the copyright and other proprietary rights notices on the App. You acknowledge that K12 Insight may from time to time issue upgraded versions of the App and may automatically electronically upgrade the version of the App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the App is covered by the applicable open source or third-party license end user license agreement, if any, authorizing use of such code. The foregoing license grant is not a sale of the App or any copy thereof, and K12 Insight or its third-party partners or suppliers retain all right, title, and interest in the App (and any copy thereof). Any attempt by you to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in this Agreement, is void. K12 Insight reserves all rights not expressly granted under this Agreement. If the App is being acquired on behalf of the United States Government, then the following provision applies. The App will be deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement. The App originates in the United States and is subject to United States export laws and regulations. The App may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the App may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the App and the Service.



responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to K12 Insight as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (a) product liability claims; (b) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to K12 Insight as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, K12 Insight, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and K12 Insight acknowledge and agree that Apple, and Apple's subsidiaries, are thirdparty beneficiaries of these Terms as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the AppleSourced Software against you as a third-party beneficiary thereof.

**17.3. Mobile Applications from Google Play Store.** The following applies to any Mobile Applications you acquire from the Google Play Store ("GoogleSourced Software"): (i) You acknowledge that these Terms are between you and K12 Insight only, and not with Google, Inc. ("Google"); (ii) Your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) K12 Insight, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to GoogleSourced Software or these Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to these Terms as it relates to K12 Insight's Google-Sourced Software.



The Service may provide, or third parties may provide, links to other Internet websites or resources. Because K12 Insight has no control over such sites and resources, you acknowledge and agree that K12 Insight is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that K12 Insight shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

## 19. GENERAL PROVISIONS

**19.1. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its own or other conflict of law principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 116). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Fairfax County, Virginia for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Fairfax County, Virginia is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

**19.2. Arbitration.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM K12 INSIGHT. For any dispute with K12 Insight, you agree to first contact us [privacy@k12insight.com](mailto:privacy@k12insight.com) and attempt to resolve the dispute with us informally. In the unlikely event that K12 Insight has not been able to resolve a dispute it has with you after sixty (60) days,



by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The arbitration will be conducted in Fairfax County, Virginia, unless you and K12 Insight agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (a) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (b) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (c) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing K12 Insight from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights, or other proprietary rights.

**19.3. Class Action/Jury Trial Waiver.** WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND K12 INISGHT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

**19.4. Entire Agreement.** This Agreement, any applicable SOF and any additional agreements referenced herein or that you may enter into with K12 Insight in connection with the Service, represents the entire final Agreement between the parties and supersedes all prior agreements relating to the use of the Service, whether written or oral, unless otherwise expressly permitted in this Agreement. Any terms and conditions appearing on a purchase order or similar document



written and signed addendum, which shall be incorporate by reference upon acceptance by K12 Insight.

### **19.5. Changes to Terms.**

- K12 Insight may provide notifications, whether required or provided by law or otherwise, to you via e-mail notice, written or hard copy notice, or through posting of such notice on our website, as determined by K12 Insight in our sole discretion.
- K12 Insight may, in its sole discretion, modify or update this Agreement from time to time to reflect changes in applicable law or updates to the Service and to account for new Service features or functionality. If we change this Agreement in a material manner, we will update the `Effective Date` at the bottom of this page and notify you that material changes have been made to this Agreement. Your continued use of the Services following such update constitutes your acceptance of the revised Terms. If you do not agree to any of the terms in this Agreement or to any future terms in a future revision of this Agreement, do not use or access (or continue to access) the Service.
- Notwithstanding the foregoing, K12 Insight shall not make any material change to these Terms that relate to the collection or use of Student Data without first giving notice to the School Client and providing a choice before the Student Data is used in a materially different manner than was disclosed when the information was collected. For further details, see the section entitled "Student Data."
- You will not be permitted to continue using the Service and K12 Insight reserves the right to cancel your account without notice if you refuse or otherwise fail to accept changes made by K12 Insight to this Agreement.

**19.6. Waiver.** The failure by K12 Insight to enforce any right or provision of the Agreement shall not constitute a waiver of that provision or any other provision of the Agreement.

**19.7. Force Majeure.** The parties understand that there may be an occurrence of an event or effect that cannot be reasonably anticipated or controlled, which even by the exercise of reasonable diligence cannot prevent non-performance. These occurrences and events include, but are not limited to: acts of God; acts of war; acts of public enemies; strikes; fires; explosions; outages; general Internet brown-outs or black-outs or shortage of bandwidth; hacking; actions of the



performance under this Agreement, provided, however that no force majeure event will relieve you of payment obligations. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages.

**19.8. Transfer of Rights.** You shall not assign or otherwise transfer this Agreement, or the rights and licenses granted under this Agreement by operation of law or otherwise, without K12 Insight's prior written consent. Any attempted transfer or assignment in violation hereof shall be null and void. Any entity that acquires, merges with, or otherwise combines in any manner with you shall not acquire any rights or licenses to the Service under this Agreement, without K12 Insight's prior written consent. K12 Insight reserves the right to assign this Agreement and the Services provided herein.

**19.9. Severability.** If any provision of the Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

**19.10. Contact.** Please contact us at [privacy@k12insight.com](mailto:privacy@k12insight.com) with any questions regarding this Agreement.

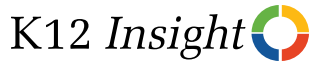
Last Updated: December 15, 2019

Effective Date: January 1, 2020

## Ready to transform communication in your district?

K12 Insight helps school districts deliver superior customer service to their communities through a powerful customer service platform and chatbot, research, and professional development.

[Request a demo](#)



For Communications Leaders

For IT Leaders

Bonds, Levies, & Rezoning

Communication Complexity

Community Engagement

Data Breaches & Security

Employee Engagement & Retention

Enrollment & Student Attrition

Equity & Multilingual Families

School Choice

School Safety & Bullying

## Products

Let's Talk Customer Service Platform

Professional Development

Managed Research

Engage Survey Platform

## About K12 Insight

Who We Are

Join Our Team

Contact Us

Security

News

Events

Gerald Dawkins Award

K12 Learning Center



Copyright © K12 Insight 2023. Let's Talk is a registered trademark of K12 Insight.

[Terms of Service](#)

[Privacy Policy](#)

[Cookie Notice](#)




**K12 INSIGHT**

**Sales Order Form for**

**BEAUMONT UNIFIED SCHOOL DISTRICT**



by K12 Insight 

**K12 Insight, LLC**

2291 Wood Oak Drive Suite 300 | Herndon, Virginia | 20171

**Eric Toms**

Account Executive

[etoms@k12insight.com](mailto:etoms@k12insight.com) | 626-201-8153

[k12insight.com](http://k12insight.com)

Client Information			
<b>Name</b>	Beaumont Unified School District		
<b>Address</b>	350 Brookside Ave		
<b>City   State   Zip</b>	Beaumont, CA 92223		
<b>Proposal Date</b>	9/19/2024	<b>Enrollment</b>	12,534

Dates and Term of Initial Contract			
<b>Term</b>	<b>Start Date</b>	<b>End Date</b>	<b>Total</b>
<b>Partial Year 1</b>	<b>10/15/2024</b>	<b>6/30/2025</b>	<b>\$8,866</b>
<b>Year 2</b>	<b>7/1/2025</b>	<b>6/30/2026</b>	<b>\$12,534</b>

*The pricing and terms of this proposal are valid for 30 days from the proposal date.*

### How it works: Engage

You'll be able to create your school surveys from more than 50 pre-built, customizable survey templates that can be translated into more than 38 languages — ensuring every stakeholder in your community has the opportunity to be heard.

You can easily segment, filter, and aggregate data with our analytic tools and dynamic reports to gather greater insights. You can also view current and longitudinal data to guide the development of action plans to improve student success.

### Proven value: Real ROI from Engage clients

“We use Engage throughout the year to check the pulse on our community’s needs. The customizable surveys have helped us understand trending issues and create data-driven action plans to help our district thrive.” — **Denver Public Schools**

**Engage Services: Partial Year 1 (8.5 months)  
10/15/2024 – 6/30/2025**

Quantity	Service	Cost	Unit	Prorated Total
1	Subscription to Engage	\$1.00	Per student, per year	\$8,866
<b>Total Cost of Services</b>				<b>\$8,866</b>

**Engage Services: Year 2  
7/1/2025 – 6/30/2026**

Quantity	Service	Cost	Unit	Total
1	Subscription to Engage	\$1.00	Per student, per year	\$12,534
<b>Total Cost of Services</b>				<b>\$12,534</b>



## Billing Contact

Name			
Title			
Email Address			
Phone Number		Fax Number	

## Order Confirmation

This Sales Order Form is subject to and governed by the Terms of Service (v1.20) located here: [www.k12insight.com/terms-of-service/1.20](http://www.k12insight.com/terms-of-service/1.20), and any addenda attached. No other terms apply to K12 Insight's services, unless attached herein and agreed to. Client has received, read, and understood all terms applicable to K12 Insight's services, attached. Where applicable, Client has pre-audited this Order in the manner required by all applicable state and local laws. Client representative below hereby represents to have the authority to engage these services on behalf of Client.

## Executed for and on behalf of the Client by:

Name		Date	
Title		Email Address	
Phone Number		Fax Number	
Signature			

## Executed for and on behalf of K12 Insight by:

Name	Adam Dean	Date	
Title	Vice President of Finance	Email Address	adean@k12insight.com
Phone Number	703-542-9617	Fax Number	703-935-1403
Signature			

## K12 Insight Internal Use Only

Prepared by:	Tory Schulte 9/19/2024	Reviewed by:	Eric Toms 9/19/2024	Approved by:	Jenna Gawronski 9/19/2024
--------------	---------------------------	--------------	------------------------	--------------	------------------------------



**BEAUMONT UNIFIED SCHOOL DISTRICT**

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

**THIS AGREEMENT** (“Agreement”) is made effective on October 21, 2024 (date) by and between Elevo dba Coast 2 Coast Coaching, 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.

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

- 2. **TERM:** The term of this Agreement shall begin on October 21, 2024 and terminate automatically on June 30, 2026, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ N/A per hour, for a total cost not to exceed N/A --or-- for a lump sum of \$ 640,000.00 --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile,

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

4. **WORK PRODUCT OWNERSHIP:** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (collectively, the "Work Product") produced by Consultant under this Agreement shall be the sole and exclusive property of District. No Work Product produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, or patent by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer, and use copyright or patent any Work Product produced by Consultant under this Agreement. Upon request, the Consultant shall sign all documents necessary to confirm or perfect the exclusive ownership of the District to the Work Product. No consultant, firm, or corporation may use the District logo without pre-approval from the Superintendent.
5. **AGREEMENT AMENDMENT/MODIFICATION:** Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes and may require additional Board approval:
  - a. Increase dollar amounts;
  - b. Effect administrative changes;
  - c. Effect other changes as required by law; and
  - d. Term of agreement.

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

6. **INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and will perform the Services as an independent contractor and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any Services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees, including but not limited to, permanent status, health insurance benefits, sick leave, paid vacation, or any other employee benefit. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes and that the District will not withhold federal or state income tax deductions from payments made to Consultant under this Agreement. Consultant must provide District with his/her Social Security Number or Taxpayer ID number. District will provide Consultant and the Internal Revenue Service ("IRS") with a statement of earnings at the conclusion of each calendar year as required by the IRS.
7. **TERMINATION:**
  - a. The District may terminate this Agreement for cause upon seven (7) days' written notice in the event of substantial failure of performance or material breach by Consultant including bankruptcy, insolvency, or the filing of a general assignment for the benefit of creditors by Consultant. In the event a termination for cause under this paragraph is determined to have been made wrongfully by the District or without cause, then the termination shall be treated as a termination for convenience in accordance with the paragraph below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.
  - b. The District may, at any time and for any reason, suspend performance by the Consultant or terminate this Agreement for the District convenience upon ten (10) days' written notice to Consultant, and compensate Consultant only for Services satisfactorily rendered to the date of such suspension or termination for convenience. In addition, and notwithstanding anything to the contrary contained in this Agreement, due to the current budget crisis and the fiscal constraints under which the District operates, the District may terminate the Agreement at any time without penalty, cost, or damages of any kind. The District's termination of the Agreement shall in no way affect Consultant's obligation to hold harmless and indemnify the District in accordance with Section 9. Written notice by the District shall be sufficient to suspend or terminate any further performance of Services by the Consultant under this paragraph. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three (3) days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District all Work Product in progress or completed to date including any reports, drafts, electronic information, or the like to the District. Unless otherwise identified, notice will be provided

to the address shown at the signature block on the last page of this Agreement. Facsimile or electronic mail notices shall be accepted.

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

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

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

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

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

- 10. **COMPLIANCE WITH LAW/CONFIDENTIALITY:** The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies, ordinances, and workers' compensation laws. All agreement provisions required by law shall be deemed incorporated into this Agreement. Consultant will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Consultant, or divulge, disclose, or communicate in any manner any information that is proprietary to the District or protected from disclosure by law (such as student records). Consultant will protect such information and treat it as strictly confidential. The provisions of this Section 13 shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Consultant will return to the District all student records, other records, notes, documentation, and other items that were used, created, or controlled by Consultant during the term of this Agreement. The Consultant represents and warrants it does not have any potential, apparent, or actual conflict of interest relating in any way to this Agreement.
- 11. **RECORD RETENTION:** The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect, and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the Government Code.
- 12. **DELEGATEABILITY:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
- 13. **INTEGRATION:** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.
- 14. **JURISDICTION:** This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Riverside County, California.



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

To the Governing Board of Beaumont Unified School District:

I Elevo (Consultant) certify that:  
Name of Consultant

1. I have carefully read and understand the provisions and requirements set forth in Education Code Section 45125.1.
2. Due to the nature of the work, I will be performing for the District, my employees may have contact with students of the District.
3. Pursuant to Education Code section 45125.1, Consultant has conducted criminal background checks by submitting fingerprints of Consultant and all its employees (which includes any sole proprietor as used in this form) providing services to the Beaumont Unified School District pursuant to the Agreement dated 09/30/2024 to the California Department of Justice, and certifies that none have been convicted of any felony specified in Education Code section 45122.1. Consultant shall immediately provide any subsequent arrest and conviction information to the District. Consultant shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of any felony specified in Education Code section 45122.1. Attached hereto, as Exhibit "B", is a list of employees of the undersigned who may come in contact with pupils.

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

Executed at Irvine, California on 09/30/2024

Date



Signature

Maxime Thellier / Elevo

Typed or printed name

Director of District Partnerships

Title

4666 Cass Street, Suite # 200, San Diego, CA 92109

Address

(619) 343-5619

Telephone

**EXHIBIT "B"**

List of Individuals Who May Come in Contact with Pupils

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

Isabel Solis

Oscar Solano

Refka Elshabasy



**Insert W-9**

## **BEAUMONT UNIFIED SCHOOL DISTRICT**

### **INSURANCE REQUIREMENTS**

- Only required if driving is part of services or driving student(s) and or employee(s)**  
*Then automobile Liability Insurance, Including Hired & Non-Owned Auto Coverage, \$1,000,000  
Accident for bodily injury and property damage.*
  
- (Check if Required) General Liability Insurance**  
*\$1,000,000 per incident for bodily injury and property damage.*
  
- (Check if Required) Professional Liability** Only if providing specialty License: Doctor, Nurse  
*Insurance \$1,000,000 per incident for bodily injury and property damage. If you have a specialty  
license, a copy of the license is required.*

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

**PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT**

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

# Elevo Proposal for Beaumont USD

---

This proposal contains all details relevant to scope of work, pricing, and terms as requested by Mathew Barnett for the 24/25 & 25/26 Program Years.

PREPARED BY:  
Maxime Thellier  
Elevo

## Company Background

Elevo provides a range of in-school and out-of-school-time programs and services designed to support the physical, mental, and academic well-being of all students. For almost two decades we've partnered with districts across California to meet their unique programming and staffing needs. We impact more than **360,000 students per year** through our programs.

## Our Mission

Our mission is to transform the well-being of students, so they look forward to coming to school.

## Our Programs

### EXPANDED LEARNING

Expanded Learning Options for Every District

Our Expanded Learning solution brings educational, academic and physical enrichment components together into one program. Our programs are designed to expand on what students are doing in school, while offering new ways to learn, create relationships, be active, build skills, and have fun.

- Full Service ELO-P: Enrollment & attendance management, marketing, family engagement, compliance support, and more.
- Personalized Options: Districts can opt for our program as designed, or we can co-design a program to meet their specific needs.
- Comprehensive Support: Industry-leading model of centralized and local district support teams, ongoing communication, professional development, and continuous quality improvement.

### SCHOOL DAY

Supporting Students and Teachers During the School Day

We provide staffing and structured activities during lunch/recess or for, Prop 28, PLC and Professional Development release time. Elevo School Day leverages our EQ (SEL-infused physical activities) and our Sport (Rotational Sports) curriculum modules to provide structured activities that engage students and support their physical and mental well-being.

## Proposed Program Goal and Description

Elevo will provide 5 VAPA specialized staff members to support the needs of Beaumont USD to provide a structured Prop 28 program at all of their 7 elementary and 1 K-8 school sites. These staff will be running engaging VAPA activities, once per week at all sites of each cohorts, and on a rotation basis, as described in our program calendar/weekly schedule in the appendixes.

## Recommended Scope of Services for Beaumont USD

Elevo will hire, train and provide coaches for:

Rotational Instruction Arts Program -24/26 school years	
Number of VAPA coaches	5
Number of School Sites	8
Contract Start Date: <b>10/21/2024</b>	Contract End Date: <b>06/30/2026</b>
Curriculum Modules Elevo will provide	Elevo in-house Prop 28 curriculum (Dance, Visual and Performing Arts, Music, Instruments, Choral, etc)
# of hours for coaches & time of activities	All Elevo staff will be working 6.25 hours per day, (M, Tu, Th, F) or 5 hours per day on Wednesday (early release) and minimum days.

A detailed breakdown of our staffing allocation, weekly schedule, and program calendar can be found in appendixes.

## Our Promise To You

Elevo’s mission is to transform the well-being of students, so they look forward to coming to school. By participating in Elevo’s programs, students are building skills, interests, relationships, and mindsets that support their physical, mental, and academic well-being. We believe students who attend our programs feel better about school and about themselves, which impacts school attendance, behaviors, and academic outcomes.

The Elevo approach to whole child well-being is embedded in every element of our programs and services. From classroom support, to recess coverage, to full-service before and after school programming, Elevo’s Coaches are trained and equipped to ensure that we meet each child where they are and foster their strengths and talents.

We will collaborate with your schools, families, and community to lift your students up, prepare them for success, and cheer them on together.

## Proposed Program Costs

Below you will find the proposed cost, and timeline needed to implement this program within your district. Upon agreement to this proposal, we will work together to ensure you have all necessary documents to send to review by your School Board.

Beaumont Unified - Prop 28 - 2024/25						
Prop 28 Plan	# of Schools	Total Staff Needed	# of Weeks	Total Hours	Total Cost per year	Total cost over two years
24/25 SY	8	5	24.00	3,270.00	\$297,406.50	<b>\$689,214.00</b>
25/26 SY			32.00	4,390.00	\$391,807.50	

## Save by selecting a multi-year contract!

Total cost over two years	Total cost over two years with multi-year contract	Savings with multi-year option
<b>\$689,214.00</b>	<b>\$640,000.00</b>	<b>-\$49,214.00</b>

### Purchase Terms

Our pricing includes the following services:

- Recruitment, hiring and training of all staff needed for this project
- A dedicated full-time team (Operations Manager, Regional Program Manager, Training Manager, and Site Success Manager) that will directly oversee and manage the program
- The support of all of our in-hour departments (Recruitment, Curriculum and Training, Marketing, and Operations)
- Continuous training for all our staff involved in this project per our standard training schedule
- Hiring of "floater staff members" to sub-in when needed
- Our weekly themed curriculum \*if Enrichment was selected
- Marketing Support \*if selected for increasing enrollment
- Our insurance coverage among other administrative costs associated with the delivery of this service
- All necessary materials for effective execution of curriculum selected

### Payment Terms:

The total amount for the program will be billed in installments over its duration. Each installment will be due net 30 days from receipt.

# Mutual Action Plan

In order to roll out the Elevo program successfully on 10/21/2024, we'll need to confirm a few details together to give our Operations team the time and information needed to hire the best coaches for your program.

If this information is not provided by the District by the aforementioned dates, the proposed Program Start Date is subject to change.

DISTRICT DUE DATE	INFORMATION NEEDED
<b>6 Weeks prior to start date</b>	District-specific hiring requirements for coaches
<b>4 Weeks prior to start date</b>	Confirm Elevo Curriculum Needed Proposed: Sport/EQ/Enrichment
<b>3 Weeks prior to start date</b>	Send Elevo all school names, and contact information for school site representatives
<b>At least 2 weeks prior to start date</b>	Introductions to site leads for site onboarding meetings



## Implementation Timeline

DEADLINES	DESCRIPTION	DISTRICT/ELEVO ACTIVITY
DEADLINE 1	District provides any specific hiring requirements needed for role outside of Elevo standards	District
DEADLINE 2	Elevo team posts JD on all our channels for this specific role and begins sourcing & interviewing candidates	Elevo
DEADLINE 3	Elevo team onboards and trains coaches for specific program requirements	Elevo
DEADLINE 4	Elevo team ships all necessary materials for programs and curriculum selected to individual school sites to be stored in agreed-upon space for the program duration	Elevo - with school lead support
DEADLINE 5	Elevo team onboards school site leads to overview program goals, emergency procedures, and support	Elevo & school leads

## Implementation Needs

- A designated classroom/multi-purpose room with storage space for classroom activities and safe storage of Elevo materials during off-hours.
- Access to adult/staff restrooms for Elevo coaches
- Dedicated meal breaks as required by California state employment code for staff working over 4 hours. The Elevo management team will schedule and facilitate these breaks.
- If curriculum is determined to change at an individual site(s), we will need several weeks to prepare coaches, train and ship necessary materials to school sites. In the meantime, we will continue running and delivering the programs and scope set up at the onset of the contract.

# Appendix A

## Program Times & Hours for all Elevo Staff

Program Times & Hours for all Elevo Staff							
Logistical details		☑	☑	☑	☑	☑	☑
		Mon	Tue	Wed	Thur	Fri	Minimum Day
Elevo Staff	Times	8:50 AM to 3:05 PM	8:50 AM to 3:05 PM	8:50 AM - 1:50 PM	8:50 AM to 3:05 PM	8:50 AM to 3:05 PM	8:50 AM - 1:50 PM
	Hours	5.75	5.75	5.00	5.75	5.75	5.00
	# of Coaches	5	5	5	5	5	5
	Total Hours	28.75	28.75	25.00	28.75	28.75	25.00

## Prop 28 – VAPA Daily Schedule Samples

Regular Day VAPA Sample Schedule		
6.25 hrs	8:50 - 9:05 AM	Coaches check-in and Prep time
	9:05 - 10:05 AM	VAPA block # 1
	10:05 - 10:15 AM	Transition
	10:15 - 11:15 AM	VAPA block # 2
	11:15 - 11:25 AM	Transition / Coaches break
	11:25 AM - 12:25 PM	VAPA block # 3
	12:25 - 12:55 PM	Transition / Coaches Lunch Break
	12:55 - 1:55 PM	VAPA block # 4
	1:55 - 2:05 PM	Transition
	2:05 - 3:05 PM	VAPA block # 5
	3:05 PM	Coaches clean up & check out

Early Release & Minimum Days VAPA Sample Schedule		
5 hrs	8:50 - 9:05 AM	Coaches check-in and Prep time
	9:05 - 10:05 AM	VAPA block # 1
	10:05 - 10:15 AM	Transition
	10:15 - 11:15 AM	VAPA block # 2
	11:15 - 11:25 AM	Transition / Coaches break
	11:25 AM - 12:25 PM	VAPA block # 3
	12:25 - 12:35 PM	Transition
	12:35 - 1:35 PM	VAPA block # 4
	1:35 - 1:50 PM	Coaches clean up & check out

## Schools' classrooms & teachers # breakdown

School Breakdown Info			
School site	Total # teachers	Current total students #	Max enrollment
Palm Innovation	24	568	631
Summerwind	27.00	699	773
Anna Hause	29	641	783.00
Brookside	29	695.00	787
Sundance	28	716.00	818
Three Rings Ranch	33	783	899
Tournament Hills	33	808	900.00
Starlight	36	866	1002
<b>Total # of classrooms</b>	239		
<b>Total # of classrooms green cohort</b>	119	<b>Total # of classrooms Yellow cohort</b>	120

# Appendix B

## Elevo Staff Weekly Sessions # Breakdown

VAPA Weekly Schedule Blocks per Elevo staff member					
# of Vapa block per staff & per day	Monday	Tuesday	Wednesday	Thursday	Friday
	5	5	4	5	5
Total # of VAPA blocks per staff & per week					24

## Weekly Schedule Samples for all Elevo staff & sites

Yellow cohort					
Weekly Schedule Sample	Monday	Tuesday	Wednesday	Thursday	Friday
Coach # 1	Palm Innovation *5	Palm Innovation *5	Palm Innovation *4	Palm Innovation *5	Palm Innovation *5
Coach # 2	Summerwind *5	Summerwind *5	Summerwind *4	Summerwind *5	Summerwind *5
Coach # 3	Tournament Hills *5	Tournament Hills *5	Tournament Hills *4	Tournament Hills *5	Tournament Hills *5
Coach # 4	Starlight *5	Starlight *5	Starlight *4	Starlight *5	Starlight *5
Coach # 5	Summerwind *3 & Starlight *2	Tournament Hills *5	Tournament Hills *4	Starlight *5	Starlight *5

Yellow cohort					
Total # of session per staff	Coach # 1	24	Total # of session per school	Palm Innovation	24
	Coach # 2	24		Summerwind	27
	Coach # 3	24		Tournament Hills	33
	Coach # 4	24		Starlight	36
	Coach # 5	24		Total # of sessions Yellow cohort	120

Green cohort					
Weekly Schedule Sample	Monday	Tuesday	Wednesday	Thursday	Friday
Coach # 1	Anna Hause *5	Anna Hause *5	Anna Hause *4	Anna Hause *5	Anna Hause *5
Coach # 2	Brookside *5	Brookside *5	Brookside *4	Brookside *5	Brookside *5
Coach # 3	Sundance *5	Sundance *5	Sundance *4	Sundance *5	Sundance *5
Coach # 4	Three Rings Ranch *5	Three Rings Ranch *5	Three Rings Ranch *4	Three Rings Ranch *5	Three Rings Ranch *5
Coach # 5	Three Rings Ranch *4	Three Rings Ranch *5	Sundance *4	Brookside *5	Anna Hause *5

Green cohort					
Total # of session per staff	Coach # 1	24	Total # of session per school	Anna Hause	29
	Coach # 2	24		Brookside	29
	Coach # 3	24		Sundance	28
	Coach # 4	24		Three Rings Ranch	33
	Coach # 5	23		Total # of sessions green cohort	119

# Appendix C

## Elevo Prop 28 Program Calendar – 24/25 school year

Total Weekly Hours Summary for All Elevo Staff							
Total # of Schools	Total # of Staff	Mon	Tue	Wed	Thur	Fri	Minimum Day
8	5	28.75	28.75	25.00	28.75	28.75	25.00

Elevo & Beaumont Program Calendar – Prop 28 Support Services							
Calendar	VAPA Activities Rotational Schedule	Weeks	Monday	Tuesday	Wednesday	Thursday	Friday
August 5	<b>Beginning of school year &amp; Elevo implementation preparation</b>						
August 12							
August 19							
August 26							
September 2							
September 9							
September 16							
September 23							
September 30							
October 7							
October 14							
October 21	<b>VAPA Session 1</b> Schools 1 -4	1	28.75	28.75	25.00	28.75	28.75
October 28		2	28.75	28.75	25.00	28.75	28.75
November 4		3	28.75	28.75	25.00	28.75	28.75
November 11		4	<b>Veterans Day</b>	28.75	25.00	28.75	28.75
November 18	<b>VAPA session 1</b> Schools 5 -8	Parent conference Week					
November 25		Thanksgiving					
December 2		5	28.75	28.75	25.00	28.75	28.75
December 9	6	28.75	28.75	25.00	28.75	28.75	
December 16	7	28.75	28.75	25.00	28.75	25.00	
December 23	<b>VAPA Session 2</b> Schools 1 -4	Winter Break					
December 30		Winter Break					
January 6		8	28.75	28.75	25.00	28.75	28.75
January 13		9	<b>MLK Day</b>	28.75	25.00	28.75	28.75
January 20	10	28.75	28.75	25.00	28.75	28.75	
January 27	<b>VAPA Session 2</b> Schools 5 -8	11	28.75	28.75	25.00	28.75	28.75
February 3		12	28.75	28.75	25.00	28.75	28.75
February 10		President's week					
February 17	13	28.75	28.75	25.00	28.75	28.75	
February 24	<b>VAPA Session 3</b> Schools 1 -4	14	28.75	28.75	25.00	28.75	28.75
March 3		Parent conference Week					
March 10		15	28.75	28.75	25.00	28.75	28.75
March 17	16	28.75	28.75	25.00	28.75	28.75	
March 24	<b>VAPA Session 3</b> Schools 5 -8	Spring Break					
March 31		Spring Break					
April 7		17	28.75	28.75	25.00	28.75	28.75
April 14		18	28.75	28.75	25.00	28.75	28.75
April 21	<b>VAPA Session 4</b> Schools 1 -4	19	28.75	28.75	25.00	28.75	28.75
April 28		20	28.75	28.75	25.00	28.75	28.75
May 5		21	28.75	28.75	25.00	28.75	28.75
May 12	<b>VAPA Session 4</b> Schools 5 -8	22	28.75	28.75	25.00	28.75	28.75
May 19		23	28.75	28.75	25.00	28.75	28.75
May 26		24	<b>Memorial Day</b>	28.75	25.00	28.75	28.75
June 2		No Vapa activities					

Calendar Key		
Holiday	Early Release	Minimum Day

Total Hours
3,270.00







# Elevo, Coast2Coast Coaching (TK12) 10-08-24

Final Audit Report

2024-10-01

Created:	2024-10-01
By:	Bianca Montes (bmontes@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAY4F8Dsk6DOtPpTjtTloZL08v7UK4Sh1w

## "Elevo, Coast2Coast Coaching (TK12) 10-08-24" History

-  Document created by Bianca Montes (bmontes@beaumontusd.k12.ca.us)  
2024-10-01 - 2:36:38 PM GMT- IP address: 204.100.121.1
-  Document emailed to cordonez@beaumontusd.k12.ca.us for signature  
2024-10-01 - 2:38:03 PM GMT
-  Email viewed by cordonez@beaumontusd.k12.ca.us  
2024-10-01 - 2:38:52 PM GMT- IP address: 66.249.84.67
-  Signer cordonez@beaumontusd.k12.ca.us entered name at signing as Carmen Ordonez  
2024-10-01 - 2:39:07 PM GMT- IP address: 76.89.66.214
-  Document e-signed by Carmen Ordonez (cordonez@beaumontusd.k12.ca.us)  
Signature Date: 2024-10-01 - 2:39:09 PM GMT - Time Source: server- IP address: 76.89.66.214
-  Agreement completed.  
2024-10-01 - 2:39:09 PM GMT

School Name: Anna Hause (3-day Science)	Mailing Address: 1015 Carnation Ln., Beaumont CA 92223	
Contact Person: Michelle Anderson	Business Phone: (951) 769-1674	Cell Phone:
Fax Number: (951) 845-8538	Email: <a href="mailto:manderson@beaumontusd.k12.ca.us">manderson@beaumontusd.k12.ca.us</a>	Grade: 5
Dates Beginning: October 23, 2024	Dates Ending: October 25, 2024	
Camp Type: 3-day Science Camp	School agrees to provide Chaperones	<b>Location: MILE HIGH</b>

**FINANCIAL GUARANTEE:**

- A. We guarantee a minimum number of **70** students, and understand that the final number of students cannot exceed **90** without communication and consent from Mile High Ministries (MHM or Camp). Adults are not included in the number of contracted guests.
- B. We agree to pay **\$330.00** per student for a MINIMUM GUARANTEE of **\$23,100.00**. A non-refundable DEPOSIT of **\$2,310.00** is enclosed, which will be used to reserve our stay. Teachers, Chaperones, and school representatives may receive a discounted rate.
- C. If our group count falls below the minimum for part or all of the program duration, we WILL meet our entire financial obligation to MHM for the full amount of the MINIMUM GUARANTEE.
- D. Failure to request an increase in the maximum number of students less than one (1) month prior to camp arrival may incur a 10% penalty charge per additional student.
- E. 25% of the MINIMUM GUARANTEE amount: **\$5,775.00** is **waived due to a request by the school**. The final bill, including program variations (added activities, meals, etc.) and damages incurred by students or adults will be rectified before departure.
- F. Schools will receive one (1) teacher for every 25 students, up to three (3) teachers, at no additional cost. Schools providing their own Chaperones or those who wish to bring additional teachers/administrative staff must arrange this with Camp no later than one (1) month prior to arrival. Additional adults in camp will be subject to an additional fee whether they attend for the full or partial duration of the program.

**CANCELLATION POLICY:**

Unless Camp is forced to close (e.g. due to forest closure, highway access closure, etc.) ALL cancellations by the school, regardless of advanced notification or the cause for cancellation (including weather) **will result in total forfeit of the 10% DEPOSIT**. We understand that we are obligated to meet the full MINIMUM GUARANTEE amount of this contract. Requests for full/partial refunds (with the exception of the DEPOSIT) must be submitted, in writing, 120 days prior to the reserved date by the contract signee. We understand that this policy has been clearly stated and will be enforced by MHM. \_\_\_\_\_ (initial here)

**RESPONSIBILITY GUIDELINES:**

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



# SCHOOL CONTRACT

[www.codesschool.com](http://www.codesschool.com)

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

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

I have read and agree to the terms of this contract.

Signature: \_\_\_\_\_

Title: Director of Fiscal Services

Date: \_\_\_\_\_

Phone: 951-845-1631

Organization Address: 350 W. Brookside Ave., Beaumont, CA 92223

## OFFICE USE ONLY

Date Rec'd: \_\_\_\_\_ Rec'd By: \_\_\_\_\_ Deposit Amount: \_\_\_\_\_ Check #: \_\_\_\_\_



60 W Ramsey St  
Banning CA 92220  
Tel 951.849.8770

Group Event Contact Info	
Group Name: <u>Mountain View Middle School</u>	Contact Name: <u>Deborah Testa</u>
Address: <u>200 Cougar Way</u> <u>Beaumont CA 92223</u>	
Phone: <u>(951) 845 1627 ext 140116</u>	Cell: _____
Email: <u>dtesta@beaumontusd.k12.ca.us</u>	<u>TAHillard@beaumontusd.k</u>

Booked by \_\_\_\_\_ Theater Location \_\_\_\_\_ Corp Off

Invoice No: BA101824-1U Initial Contact: Damon Rubio Date: 8/28/2024  
Ph number / Email 442 333 1331

Group Event Reservation

Please review this agreement. If you would like to proceed, please sign, scan and return via email. Your event is not confirmed as a booking until we have received a signed copy of the FINAL agreement. Once received, your signature will hold your reservation on our event calendar.

Estimated head counts and final film selection should be communicated & confirmed with the theater by the date listed below. D'Place Entertainment makes no guarantees to the availability of specific auditoriums, movies or available event dates at any of its locations.

Qty	Description	Unit Price	TOTAL
250	Group Admission to Movie (Per Person)	\$11.50	\$2,875.00
250	Kid Packs - Pre Order Pricing (Tray Includes Drink, Popcorn and Snack)	INC	
	All other concession items at normal price - Available for individual purchase not charge to school (Call in head count 2 day prior)		
	WILL BE CHARGED ON DAY OF BASED ON FINAL HEAD COUNT - PAY BY CASH / CREDIT		
		SUB TOTAL	\$2,875.00
		CREDITS	0
		TAX	0
		TOTAL	<b>\$2,875.00</b>

REQUESTED FILM	WILD ROBOT
AUDITORIUM	TBD
EXPTD / ESTM ATTENDANCE	EST 250
DAY & DATE	THU 10/17
EVENT TIME	10 AM Open 10:30 movie Start

EVENT NOTES:

Additional Office Contact
Nataly Ramirez
Pre Paid Concession will be prepared and ready for pick up as they enter Stand will also be open for sell of additional Candy items



**Specific Event Terms**

At this time, some information is still TO BE DETERMINED (TBD) Please reconfirm this by: 10/11/2024

Film availability subject to change. Please verify movie / event and show time / head count 2 days prior to arrival.

**On Site Contact Info:** Matt Christensen Phone # (951) 849 8770

All Sales Final. No refunds for unused minimum seats will be issued.

Payment must be made in one lump sum on day of the event. Prior Approval required if by Check or PO.

Renter agrees to pay for Concession Package on day of event.

Group will be allowed 1 Free Chaperone admission per every 10 Child tickets purchased.

**Group Event Private / Or EARLY SHOW**  
\* For private screenings (not scheduled for public) a minimum seat count must be purchased. Minimum: 35  
\* Failure to re-confirm and pay minimum deposit of \$0 8 days prior to the date of the reservation will result in cancellation.  
\* Because staff is being brought in early - Group will be charge Min of \$150 for any cancelation with less than 24hr notice.

**Group Event Public**  
\* We will reserve a maximum seat count on the day of. Please arrive early for best seating. Maximum: \_\_\_\_\_  
\* Public will be admitted to show / unused seats will be release 15 min before show time.  
\* Group will be charged for actual attendance & concession sales on day of event.

**Birthday Party**  
\* We will reserve a maximum seat count on the day of. Please arrive early for best seating. Maximum: \_\_\_\_\_  
\* Public will be admitted to show / unused seats will be release 15 min before show time.  
\* Group will be charged for actual attendance & concession sales on day of event.

**Standard Event Terms**

- D'Place Entertainment reserves the right to move or place Renters event into any of the locations auditoriums at the,
- 1) discretion of the locations management team. Seat counts may vary from auditorium to auditorium. D'Place Entertainment make no promises to the exact amount of seats that renter will have available for the event.
  - 2) D'Place Entertainment must be notified in advance of any on-site give always of merchandise or product that may be associated with the event. D'Place reserves the right to regulate or deny all giveaways, with in its facility, for any reason
  - 3) Renter shall not exceed the seating capacity of the theater, nor admit thereto a larger number of persons than can safely and freely move about therein. The decision of the theater manager in this respect is final.
  - 4) Renter acknowledges that the theater will be open for normal business during the hours of the rental and that the rental must not interfere with D'Place Entertainment normal business practices.
  - 5) Tickets may not be resold for more than listed price.
  - 6) Group will hold D'Place Entertainment harmless for unforeseen equipment failure.
  - 7) The school or group is responsible for supervising all minors while on site.
  - 8) Group will be responsible for any excessive damage or vandalism.

**Onsite Contact Info**

**Manager:** Matt Christensen **Ph#** (951) 849 8770 **Email** BA3@DPlaceEntertainment.com

Please Make Payment to:  
Fox Cineplex is D'Place 354 Rimhurst Ct Oceanside, CA. 92058  
Amount = TDB

Please sign that you accept the terms for your group and that you agree to pay all listed charges.  
Your signature will lock in the date of your event.

Beaumont Unified School District  
Renters Name

Director of Fiscal Services  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

FOR: Mountain View Middle School BA101824- As of 8/28/2024



60 W Ramsey St  
Banning CA 92220  
Tel 951.849.8770

Group Event Contact Info	
Group Name: <u>Mountain View Middle School</u>	Contact Name: <u>Deborah Testa</u>
Address: <u>200 Cougar Way</u> <u>Beaumont CA 92223</u>	
Phone: <u>(951) 845 1627 ext 140116</u>	Cell: <u>TAHillard@beaumontusd.k</u>
Email: <u>dtesta@beaumontusd.k12.ca.us</u>	

Booked by \_\_\_\_\_ Theater Location \_\_\_\_\_ Corp Off

Invoice No: BA011725-1U Initial Contact: Damon Rubio Date: 8/26/2024  
Ph number / Email 442 333 1331

Group Event Reservation

Please review this agreement. If you would like to proceed, please sign, scan and return via email. Your event is not confirmed as a booking until we have received a signed copy of the FINAL agreement. Once received, your signature will hold your reservation on our event calendar.

Estimated head counts and final film selection should be communicated & confirmed with the theater by the date listed below. D'Place Entertainment makes no guarantees to the availability of specific auditoriums, movies or available event dates at any of its locations.

Qty	Description	Unit Price	TOTAL
250	Group Admission to Movie (Per Person)	\$11.50	\$2,875.00
250	Kid Packs - Pre Order Pricing (Tray Includes Drink, Popcorn and Snack)	INC	
	All other concession items at normal price - Available for individual purchase not charge to school (Call in head count 2 day prior)		
	WILL BE CHARGED ON DAY OF BASED ON FINAL HEAD COUNT - PAY BY CASH / CREDIT		
		SUB TOTAL	\$2,875.00
		CREDITS	0
		TAX	0
		TOTAL	<b>\$2,875.00</b>

REQUESTED FILM	TBD
AUDITORIUM	TBD
EXPTD / ESTM ATTENDANCE	EST 250
DAY & DATE	THUR 1/16/2025
EVENT TIME	10 AM Open 10:30 movie Start

EVENT NOTES:

Additional Office Contact  
Nataly Ramirez

Pre Paid Concession will be prepared and ready for pick up as they enter Stand will also be open for sell of additional Candy items

**Specific Event Terms**

At this time, some information is still TO BE DETERMINED (TBD) Please reconfirm this by: 1/10/2025

Film availability subject to change. Please verify movie / event and show time / head count 2 days prior to arrival.

**On Site Contact Info:** Matt Christensen Phone # (951) 849 8770

All Sales Final. No refunds for unused minimum seats will be issued.

Payment must be made in one lump sum on day of the event. Prior Approval required if by Check or PO.

Renter agrees to pay for Concession Package on day of event.

Group will be allowed 1 Free Chaperone admission per every 10 Child tickets purchased.

**Group Event Private / Or EARLY SHOW**  
\* For private screenings (not scheduled for public) a minimum seat count must be purchased. Minimum: 35  
\* Failure to re-confirm and pay minimum deposit of \$0 8 days prior to the date of the reservation will result in cancellation.  
\* Because staff is being brought in early - Group will be charge Min of \$150 for any cancellation with less than 24hr notice.

**Group Event Public**  
\* We will reserve a maximum seat count on the day of. Please arrive early for best seating. Maximum: \_\_\_\_\_  
\* Public will be admitted to show / unused seats will be release 15 min before show time.  
\* Group will be charged for actual attendance & concession sales on day of event.

**Birthday Party**  
\* We will reserve a maximum seat count on the day of. Please arrive early for best seating. Maximum: \_\_\_\_\_  
\* Public will be admitted to show / unused seats will be release 15 min before show time.  
\* Group will be charged for actual attendance & concession sales on day of event.

**Standard Event Terms**

- D'Place Entertainment reserves the right to move or place Renters event into any of the locations auditoriums at the,
- 1) discretion of the locations management team. Seat counts may vary from auditorium to auditorium. D'Place Entertainment make no promises to the exact amount of seats that renter will have available for the event.
- 2) D'Place Entertainment must be notified in advance of any on-site give aways of merchandise or product that may be associated with the event. D'Place reserves the right to regulate or deny all giveaways, with in its facility, for any reason
- 3) Renter shall not exceed the seating capacity of the theater, nor admit thereto a larger number of persons than can safely and freely move about therein. The decision of the theater manager in this respect is final.
- 4) Renter acknowledges that the theater will be open for normal business during the hours of the rental and that the rental must not interfere with D'Place Entertainment normal business practices.
- 5) Tickets may not be resold for more than listed price.
- 6) Group will hold D'Place Entertainment harmless for unforeseen equipment failure.
- 7) The school or group is responsible for supervising all minors while on site.
- 8) Group will be responsible for any excessive damage or vandalism.

**Onsite Contact Info**

**Manager:** Matt Christensen **Ph#** (951) 849 8770 **Email** BA3@DPlaceEntertainment.com

Please Make Payment to:  
Fox Cineplex is D'Place 354 Rimhurst Ct Oceanside, CA. 92058  
Amount = TDB

Please sign that you accept the terms for your group and that you agree to pay all listed charges.  
Your signature will lock in the date of your event.

Beaumont Unified School District  
Renters Name

Director of Fiscal Services  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

FOR: Mountain View Middle School BA011725- As of 8/26/2024



60 W Ramsey St  
Banning CA 92220  
Tel 951.849.8770

Group Event Contact Info	
Group Name: <u>Mountain View Middle School</u>	Contact Name: <u>Deborah Testa</u>
Address: <u>200 Cougar Way</u> <u>Beaumont CA 92223</u>	
Phone: <u>(951) 845 1627 ext 140116</u>	Cell: _____
Email: <u>dtesta@beaumontusd.k12.ca.us</u>	<u>TAHillard@beaumontusd.k</u>

Booked by \_\_\_\_\_ Theater Location \_\_\_\_\_ Corp Off

Invoice No: BA032825-1U Initial Contact: Damon Rubio Date: 8/30/2024  
Ph number / Email 442 333 1331

Group Event Reservation

Please review this agreement. If you would like to proceed, please sign, scan and return via email. Your event is not confirmed as a booking until we have received a signed copy of the FINAL agreement. Once received, your signature will hold your reservation on our event calendar.

Estimated head counts and final film selection should be communicated & confirmed with the theater by the date listed below. D'Place Entertainment makes no guarantees to the availability of specific auditoriums, movies or available event dates at any of its locations.

Qty	Description	Unit Price	TOTAL
250	Group Admission to Movie (Per Person)	\$11.50	\$2,875.00
250	Kid Packs - Pre Order Pricing (Tray Includes Drink, Popcorn and Snack)	INC	
	All other concession items at normal price - Available for individual purchase not charge to school (Call in head count 2 day prior)		
	WILL BE CHARGED ON DAY OF BASED ON FINAL HEAD COUNT - PAY BY CASH / CREDIT		
		SUB TOTAL	\$2,875.00
		CREDITS	0
		TAX	0
		TOTAL	<b>\$2,875.00</b>

REQUESTED FILM	TBD
AUDITORIUM	TBD
EXPTD / ESTM ATTENDANCE	EST 250
DAY & DATE	THUR 4/17
EVENT TIME	10 AM Open 10:30 movie Start

EVENT NOTES:

Additional Office Contact  
Nataly Ramirez  
Pre Paid Concession will be prepared and ready for pick up as they enter Stand will also be open for sell of additional Candy items

**Specific Event Terms**

At this time, some information is still TO BE DETERMINED (TBD) Please reconfirm this by: 4/10/2025

Film availability subject to change. Please verify movie / event and show time / head count 2 days prior to arrival.

**On Site Contact Info:** Matt Christensen Phone # (951) 849 8770

All Sales Final. No refunds for unused minimum seats will be issued.

Payment must be made in one lump sum on day of the event. Prior Approval required if by Check or PO.

Renter agrees to pay for Concession Package on day of event.

Group will be allowed 1 Free Chaperone admission per every 10 Child tickets purchased.

**Group Event Private / Or EARLY SHOW**  
\* For private screenings (not scheduled for public) a minimum seat count must be purchased. Minimum: 35  
\* Failure to re-confirm and pay minimum deposit of \$0 8 days prior to the date of the reservation will result in cancelation.  
\* Because staff is being brought in early - Group will be charge Min of \$150 for any cancelation with less than 24hr notice.

**Group Event Public**  
\* We will reserve a maximum seat count on the day of. Please arrive early for best seating. Maximum: \_\_\_\_\_  
\* Public will be admitted to show / unused seats will be release 15 min before show time.  
\* Group will be charged for actual attendance & concession sales on day of event.

**Birthday Party**  
\* We will reserve a maximum seat count on the day of. Please arrive early for best seating. Maximum: \_\_\_\_\_  
\* Public will be admitted to show / unused seats will be release 15 min before show time.  
\* Group will be charged for actual attendance & concession sales on day of event.

**Standard Event Terms**

- D'Place Entertainment reserves the right to move or place Renters event into any of the locations auditoriums at the,
- 1) discretion of the locations management team. Seat counts may vary from auditorium to auditorium. D'Place Entertainment make no promises to the exact amount of seats that renter will have available for the event.
  - 2) D'Place Entertainment must be notified in advance of any on-site give always of merchandise or product that may be associated with the event. D'Place reserves the right to regulate or deny all giveaways, with in its facility, for any reason
  - 3) Renter shall not exceed the seating capacity of the theater, nor admit thereto a larger number of persons than can safely and freely move about therein. The decision of the theater manager in this respect is final.
  - 4) Renter acknowledges that the theater will be open for normal business during the hours of the rental and that the rental must not interfere with D'Place Entertainment normal business practices.
  - 5) Tickets may not be resold for more than listed price.
  - 6) Group will hold D'Place Entertainment harmless for unforeseen equipment failure.
  - 7) The school or group is responsible for supervising all minors while on site.
  - 8) Group will be responsible for any excessive damage or vandalism.

**Onsite Contact Info**

**Manager:** Matt Christensen **Ph#** (951) 849 8770 **Email** BA3@DPlaceEntertainment.com

Please Make Payment to:  
Fox Cineplex is D'Place 354 Rimhurst Ct Oceanside, CA. 92058  
Amount = TDB

Please sign that you accept the terms for your group and that you agree to pay all listed charges.  
Your signature will lock in the date of your event.

Beaumont Unified School District  
Renters Name

Director of Fiscal Services  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

FOR: Mountain View Middle School BA032825- As of 8/30/2024

# School Field Trip -- CONTRACT --



Thank you for choosing Colonial Chesterfield at Riley's Farm for your school's field trip. We hope you will enjoy your visit. This agreement will help ensure the success of your event. Please complete, sign and return one copy of this form with your deposit (Check or Money Order Only.) **All checks should be made payable to "Colonial Chesterfield at Riley's Farm."**

Contact Name Kim Pope  
 School/Group Name Tournament Hills Elementary  
 Address 36611 Champions Drive  
 City, State, Zip Beaumont, CA 92223  
 Day Phone 951-769-0711 Evening Phone \_\_\_\_\_  
 E-Mail Kpope@beaumontusd.k12.ca.us  
 Age Range/Grade 7yrs-8yrs Number of Classes 5  
 Date of Visit 11/7/24 Arrival Time 9:50 am  
 Departure Time 1:00 pm  
 Apx. Number of Autos 12 Number of Buses 2  
 Are you interested in costume rental information? NO  
 Field Trip (Check One): American Revolution \_\_\_\_\_ Civil War \_\_\_\_\_ Colonial Farm Life Adventure \_\_\_\_\_ Other  Old Jobs  
 Number of Students 125 Number of Adults 12  
 Day Time Field Trip Price per person \$ 17.00 \* (1 adult free for every 15 students; price includes lunch)  
 Overnight Field Trip Price per person \$ \_\_\_\_\_ (All Participants, 3 meals, day time field trip included)  
 Colonial Farm Life Adventure \$ \_\_\_\_\_ (2 Hours, Fall Season only)  
 Total Field Trip Price \$ 2,125.00 Each Price this Field Trip \_\_\_\_\_  
 Deposit (15%) \$ 318.75 (Non Refundable. Required to reserve date.)  
 50% Bal Due \_\_\_\_\_ (Due Two (2) Weeks Prior to Event)  
 Final Balance \$ 1,806.25 (Due on arrival)  
 Purchase Order # \_\_\_\_\_ (Please Attach)

### Terms and Conditions

1. Colonial Chesterfield at Riley's Farm (hereafter "CCRF") hosts many public as well as private events. The undersigned understands that Riley's Farm may not be exclusively occupied by named organization and that other schools and/or groups may participate in this field trip.
2. The undersigned agrees to the following farm rules:
  - A. **Animals:** Do not feed or touch any of the animals on the farm, wild or domestic, unless directed otherwise by farm staff.
  - B. **Wandering:** When outside, please remain on the well-defined roads or pathways.
  - C. **Equipment:** Various farm implements, antique and modern, are employed by farm staff. Please do not touch or handle these machines, as serious injury may result.
  - D. **Common Sense:** Walk. Don't run. Please don't throw objects such as rocks and sticks. Please don't sit or lean on fences. Please stay clear of ponds and streams. Please don't climb on the trees.
3. **Payment Terms:** Your reservation date is not considered confirmed without receipt of your 15% deposit. The field trip balance must be paid on or before the date of your visit. If payment is made in full by \_\_\_\_\_ [date], a discount of \_\_\_\_\_% will apply, resulting in an adjusted price of \$ \_\_\_\_\_.
4. **Cancellation:** Casting and staffing our living history programs requires significant advance investment of time, financial resources, and limited Farm capacity. No portion of the visit price, or any pre-payments, will be refunded, unless (a) CCRF, in its sole discretion, cancels your visit on the scheduled date because of inclement weather, road closures, wildfire, or other emergency conditions or force majeure events, in which case you may elect to have the visit price either applied to the price of a replacement visit or refunded in full; or (b) in the event of a cancellation requested by you, CCRF is able to re-book the visit slot, in which case your visit price will be refunded to the extent of the price received by CCRF for the replacement visit. Subject to the above, cancellation within 2 weeks of the scheduled date will require payment of the full visit price, and payment within 8 weeks will require payment of 50% of the visit price.
5. **Living History Impersonators:** CCRF reserves the right to vary the number of costumed interpreters in proportion to the number of students.
6. Unless pre-approved by CCRF, the tour begins promptly at 10:00 AM. No portion of the tour will be repeated for late arrivals.
7. This contract is the entire agreement between you and CCRF with respect to your visit and supersedes all prior agreements and communications, if any, oral or written, between you and CCRF. Any modifications to this contract must be executed in writing by you and CCRF.

I, the undersigned, agree to all of the terms and conditions of this contract. I have read this agreement and have retained a copy of it. I have authority to sign for the above named organization.

Date: \_\_\_\_\_ Approved: \_\_\_\_\_  
(Authorized Signature)

Colonial Chesterfield at Riley's Farm • 12261 S. Oak Glen Road • Oak Glen, CA 92399 • 909-797-7534  
 FAX 909-790-2552 (call voice line first) • fieldtrips@rileysfarm.com • www.rileysfarm.com