

## NAVIGATE360 - ORDER FORM

<b>Customer:</b>	<b>21st Century Learning Institute</b> <b>939 E 10th St</b> <b>Beaumont, CA 92223</b> <b>Benisha Carr</b> <b>bcarr@beaumontusd.k12.ca.us</b>	<b>Proposal No:</b>	<b>Q-170199</b>
		<b>Proposal By:</b>	Brittany Kessler
		<b>Email:</b>	bkessler@navigate360.com
		<b>Opp Number:</b>	238419
		<b>Proposal Expires:</b>	10/17/2024

**Total Investment:** \$2,360.00 - Net 30

**Term:** The 12 month term for subscription services begins on **8/1/2024** and ends on **7/31/2025**. Subscription services will be billed according to the following invoice schedule: Annually

**Notes:**

### SUBSCRIPTION SERVICES

Product	Description	Quantity	Annual Price
PBIS Rewards Per Student Fee	PBIS Rewards Per Student Fee	400 Students	\$860.00
PBIS Rewards Service Base Fee	PBIS Rewards Service Base Fee	1 Building(s)	\$750.00

### ONE-TIME SERVICES AND FEES

Product	Description	Quantity	Price
PBIS Rewards Training: Live Virtual 2-Hour Session: Staff Training	PBIS Rewards Training: Live Virtual 2-Hour Session: Staff Training	1 Session(s)	\$750.00

**Subscription Total:** \$1,610.00

**One-Time Services & Fees Total:** \$750.00

**Total:** \$2,360.00

Proposal No: **Q-170199**

Accurate Sales Tax will be added when applicable.

\* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

## Terms and Conditions

Please see the Master Services Agreement and Addenda thereto for the terms and conditions that govern this Order Form. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features of the Services nor dependent on any oral or written public comments made by Company regarding future functionality or features.

By signing below, Customer agrees to the Master Service Agreement Terms and following addenda:

Master Service Agreement: [21st Century Learning Institute MSA](#)

[Software Services Addendum A](#)

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

### NAVIGATE360 SIGNATORY

Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

### CUSTOMER BILLING INFORMATION

A/P Contact Name: \_\_\_\_\_  
A/P Phone: 951-797-5371  
A/P Email: purchasing-ap@beaumontusd.k12.ca.us  
A/P Address: 350 W Brookside Ave  
City: Beaumont  
State (2 Letter Abbreviation): CA  
Zip Code: 92223  
Federal Tax ID: \_\_\_\_\_  
Purchase Order  
 Attached PO #: \_\_\_\_\_  
 PO in process to be sent separately:  
Sales Tax Exempt No. \_\_\_\_\_

### CUSTOMER SIGNATORY

Name: Carmen Ordonez  
Title: Director of Fiscal Services  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Sales Tax Exemption Certificate must be attached.**

Upload Document:

Proposal No: **Q-170199**

Accurate Sales Tax will be added when applicable.

\* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

## CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE

This agreement is made effective on September 25, 2024 (date) by and between  
Navigate360, 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]:

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<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

NAVIGATE360

**Authorized Signature:**

**Authorized Signature:**

Carmen Ordonez, Director of Fiscal Services

Brittany Kessler

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.

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



# **Entertainment Contract**



# Entertainment Contract

This Entertainment Contract is entered into and shall be effective as of September 10, 2024  
(Date)

WHEREAS the Client desires to hire the Entertainer to engage and entertain the audience at  
39139 Cherry Valley Blvd, Beaumont, CA 92223 for Hispanic Heritage Month  
(Venue/Address) (Event Name)

being held on the September 27, 2024 During Student Lunches  
(Event Date) (Detailed Information)

AND WHEREAS the Entertainer agrees to perform and deliver a performance and services of

To provide Folklorico and Singing Show

A total of 3 lunches of approximately 20 minutes each.

(Music/Dance/Singing/Any other performance type)

NOW, THEREFORE, in consideration of the mutual covenants and commitments contained herein, the Parties do hereby agree as follows.

## Terms and Conditions

### 1. Event Description

The purpose of the Performance is to Celebrate and showcase hispanic heritage through folk dance.  
(Purpose)

The Entertainer agrees to provide its services at the following venue and time:

Event Date: September 27, 2024

Event Venue: "Beaumont High School"

Estimated Start Time: 10:00 AM

Estimated End Time: 1:30 PM



## 2. Entertainer's Responsibilities

The Entertainer shall have the following responsibilities during the term of this Contract:

- The Entertainer shall arrive at the venue at least **1 - 2 hours** before the starting of the Event to prepare costumes and props for performance as well as coordinate music with DJ/Sound System.
- The Entertainer shall conduct themselves with respect and professionalism throughout the event and duration of the performance.
- Promptly after the performance the entertainer shall remove all of their personal belongings from the venue and ensure premises are left as they were prior to the performance.

## 3. Compensation

As full compensation for the Services, the Client shall pay the Entertainer an amount of \$ 1,300.00.

(Amount) Upon the

signing of this Contract, the Client shall pay a non-refundable deposit of \$ 650.00 to the Entertainer. This deposit will be deducted from the Performance Fee and will be shown in the final invoice statement provided by the Entertainer to the Client.

The remaining balance of the performance fee is expected to be paid in full anytime before the day of the event prior to the performance.

If balance is not paid in full anytime before the performance, the Entertainer shall have to consider the Client no performance and No Refund.

**\* Refunds will only be considered if a written notice of cancellation of the event/contract is received from the client at a minimum of 7 calendar days prior the day of the event.**

The Entertainer agrees that the Performance Fee is inclusive of all expenses such as accommodation, travel, meal, and any other expenses incurred by the Entertainer in connection with this Contract.

**All payments shall be made in USD through Cash or Invoice through Square.INC.**



## 4. Termination

This Contract may be terminated by:

1. Either party upon 7 days prior written notice to the other party, with or without cause;
2. Either party upon the breach of any terms mentioned herein by the other party, if the other party doesn't cure the breach within 7 days of the receipt of written notice of the breach;
3. The Client, if the Entertainer fails to comply with the reasonable directives of the Client;
4. The Entertainer, if the Client does not pay the remainder of the deposit fee upon the Entertainer's arrival after sending written notice to the Client.

The Contract shall be terminated upon the completion of the Event or upon an express cancellation by either of the parties.

## 5. Personal and technical assistance

The Client shall provide the Entertainer with the necessary personal and technical assistance required during the Event. The Entertainer requires the following requirements in order to provide Entertainment Services:

### 1. Personal Requirements

- Changing Room
- Flat surface dancing area (dance floor/stage..etc)
- Adequate space for performing

### 2. Technical Requirements

Provide at least two of the following:

- Speaker/sound system or DJ with microphone (Must be bluetooth compatible or have Aux port)

## 6. Limitation of Liability

The services to be performed during the Event under this Contract shall be performed entirely at the risk of the Client, and the Client assumes all responsibility for the condition of the Venue. The Entertainer shall not be liable for any indirect, incidental, special, and consequential damages arising out of this Contract.



## 7. Confidentiality

During the term of this Contract, the Client shall share all the information related to the Event and other confidential information to the Entertainer to conduct the performance. The Entertainer shall not disclose any of the shared information at any time to third parties or for personal benefit.

## 8. Warranties

### Warranties

1. The Entertainer warrants to render the said Entertainment Service in the most efficient and timely manner.
2. The Entertainer shall take special care that all the obligations mentioned in this contract are executed.
3. The Client acknowledges that the Entertainer shall not be held responsible for any hindrance or human error arising during or due to the performance which is out of the capacity of the Entertainer to absolutely avoid, such as hindrances from the audience, technical glitches, etc.

## 9. Grant of Rights

The Entertainer grants the following rights to the Client:

- The right to use and publish the Entertainer's name, video and photographs for advertising purposes in connection with the Event mentioned in this Contract.

## 10. Indemnification

Both parties agree to indemnify and hold each other harmless for any losses, damages, or liabilities, without limitation.



## Client Contact Information

### \*Required

Name of responsible party: Beaumont Unified School District

Primary Phone: ( 951 ) 845 - 1631      Secondary Phone: ( 951 ) 797 - 5370

Email: purchasing-ap@beaumontusd.k12.ca.us

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

## Social Media **(Not Required)**

Instagram: \_\_\_\_\_

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## Acceptance and Signature

The Parties signing this Contract represent and warrant that they are duly authorized and have the legal capacity to execute and deliver this Contract.

### **Client**

### ***Alebrijes Ballet Folklórico Entertainment***

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

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

Print Name: Carmen Ordonez, Director of Fiscal Services

Print Name: Diego De La Cruz

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

Date: 09 / 10 / 2024



Alebrijes Ballet Folklórico  
 25211 Sunnymead Blvd  
 Moreno Valley, CA 92553 United States  
 alebrijesballetfolklorico@gmail.com | (951) 472-8084

Invoice #000012

Issue date  
 Sep 10, 2024

# Beaumont High School

I have also attached our entertainment contract. If you can please fill in the yellow highlighted parts of the contract.

Once you have completed the contract please email it back to:

alebrijesballetfolklorico@gmail.com

If you are unable to access the contract, if the contract has any errors or if you should have any questions or concerns, please don't hesitate to bring this to my attention.

Thank you in advance.

## Customer

Alejandro Diaz  
 alediaz@beaumontusd.k12.ca.us  
 (909) 559-4726

## Invoice Details

PDF created September 11, 2024  
 \$1,300.00  
 Service date September 27, 2024

## Deposit

Due Sep 17, 2024  
 \$650.00

## Balance

Due September 25, 2024  
 \$650.00

Items	Quantity	Price	Amount
8 Dancers <i>Total of 8 Dancers will be present.</i>	1	\$400.00	\$400.00
1 hour folklórico show <i>Each show (3 lunches) is 20 minutes.</i>	1	\$900.00	\$900.00
Subtotal			\$1,300.00

**Total Due** **\$1,300.00**

<b>Deposit</b>	\$650.00
Unpaid • Due on Sep 17, 2024	
<b>Balance</b>	\$650.00
Unpaid • Due on Sep 25, 2024	



### Pay online

To pay your invoice go to <https://squareup.com/u/8qcc6Zww>  
 Or open the camera on your mobile device and place the QR code in the camera's view.





# Price Quote

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

**Date** 7/24/2024  
**Quote No.** Q-67155  
**Acct. No.** 12215105  
**Total** 9,875.00  
**Pricing Expires** 01/20/2025

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

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

Site	Description	End Date	Qty
Beaumont Unified School District	MyPath New Reading and Math Reusable License	07/31/2025	125
	MyPath K-12 Ren Learning STAR Integration Add-On	07/31/2025	1
	Integration IS Clever SSO	07/31/2025	1

**Subtotal** 9,875.00  
**Tax Total** 0.00  
**Total** 9,875.00

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

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

**Beaumont Unified School District**

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

**Imagine Learning Representative**

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

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

HEMET UNIFIED SCHOOL DISTRICT  
1791 W. Acacia Avenue  
Hemet, CA 92545

**AGREEMENT FOR TRANSPORTATION SERVICES**

This Agreement, made and entered into July 1, 2024 by and between Hemet Unified School District (“**HEMET**”) and Beaumont Unified School District (“**BEAUMONT**”) for transportation services. HEMET and BEAUMONT may be referred to herein individually as a “**Party**” or collectively as the “**Parties.**”

**RECITALS**

**WHEREAS,** HEMET and BEAUMONT are mutually interested in and concerned with providing adequate transportation services in their respective geographic areas; and

**WHEREAS,** it is to the mutual benefit of the parties herein and in the best public interest of the Parties to join together to establish this Agreement to accomplish the purpose hereinafter set forth; and

**WHEREAS,** there is an economic and service improvement need of the Parties for HEMET to provide a complete transportation system, including a centralized service to accomplish the purpose of this Agreement (“**Transportation Services**”); and

**WHEREAS,** this Agreement is of value on an individual and mutual basis; and

**WHEREAS,** a common transportation operation can adequately serve the needs of the Parties.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties agree as follows:

**AGREEMENT**

1. HEMET agrees to provide Transportation Services on an on-call and/or as-needed basis to BEAUMONT in exchange for the fees and charges detailed in **Attachment A**, whereas equipment and personnel is available to HEMET on a given date.
2. HEMET shall provide equipment and personnel for the Transportation Services and agrees to assign a proper credentialed staff member(s) and equipment to render the Transportation Services.
3. All trip invoices will be charged portal to portal, and include all time necessary to complete bus checkout, cleaning and completion of statutory paperwork. HEMET shall, if feasible, provide the Transportation Services from the closest based bus terminals to BEAUMONT. If the requested trips on a given day exceed the resources available due to high demand HEMET shall schedule bus(es) from the next closest facility with resources available.
4. Trips cancelled less than 24 hours prior to the scheduled trip pick up time will be charged a cancellation fee equal to base fee listed in **Attachment A**.

5. HEMET shall submit monthly invoices to BEAUMONT for BEAUMONT's use of Transportation Service. BEAUMONT shall make payment within 30 days of receipt of each invoice.
6. The term of this agreement shall be from July 1, 2024 through June 30, 2025 ("Term"), unless terminated earlier by any provision of this Agreement.
7. It is agreed that HEMET or any employee or agent of HEMET is acting as an independent and not as an agent or employee of the BEAUMONT.
8. The Parties may terminate the Agreement prior to the expiration of the Term as follows:
  - A. HEMET may terminate the Agreement with 10 days written notice if BEAUMONT's payment of an invoice for Transportation Services is more than 90 days past due.
  - B. Any Party may unilaterally terminate the Agreement by providing the other Party thirty (30) days written notice of termination stating whether the termination is in whole or in part.

All payment obligations shall survive termination of the Agreement.

9. CERTIFICATES OF INSURANCE

The Parties shall have and maintain in force during the Term of this Agreement, with the minimum indicated limits, the following insurance:

<b>Commercial General Liability</b>	\$1,000,000 each occurrence \$5,000,000 aggregate
<b>Automobile Liability, Any Auto, Combined Single Limit</b>	\$1,000,000
<b>Workers Compensation (HEMET only)</b>	Statutory limits pursuant to State law
<b>Employers' Liability (HEMET only)</b>	\$1,000,000 each incident, disease \$1,000,000 policy limit

BEAUMONT's insurance shall be secondary to HEMET's insurance. Each Party shall provide to the other certificate(s) of insurance and endorsements. The policy(ies) shall not be amended or modified, and the coverage amounts shall not be reduced without thirty (30) days written notice to the other Party prior to cancellation. The certificate(s) of insurance must provide that the insurer will not cancel or make a material change to the insured's coverage without thirty (30) days prior written notice to the other Party. Except for worker's compensation insurance, the other Party shall be named as an additional insured on all policies. In the event insurance coverage expires at any time or times during the Term, each Party agrees to provide a new certificate(s) of insurance to the other Party, which are subject to that other Party's approval. The Parties agree that no Transportation Services shall be performed prior to such approval.

10. HEMET shall comply with all applicable Worker's Compensation laws during the Term.

11. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

**HEMET**

Hemet Unified School District  
1791 W. Acacia Avenue  
Hemet, CA 92545  
ATTN: TRANSPORTATION

**DISTRICT**

Beaumont Unified School District  
350 Brookside Avenue  
Beaumont, CA 92223  
ATTN: BUSINESS SERVICES

12. The Parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys' fees for the defense thereof, arising out of, connected with, or resulting from the performance this Agreement unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified Party.
13. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by HEMET without the prior consent of BEAUMONT.
14. BEAUMONT shall be charged for all damage to HEMET buses that occur at any time when HEMET is providing BEAUMONT with Transportation Services. To the extent it is able, HEMET will assist in identifying responsible parties and cooperate with collection efforts by BEAUMONT.
15. This Agreement constitutes the entire agreement between the Parties. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto. This Agreement may not be amended or modified except by an agreement in writing signed by all Parties.
16. In the event any portion of this Agreement is found void or voidable by a court of competent jurisdiction, or arbitrator(s), such portion shall be stricken, and this Agreement reformed to as closely approximate, as the law permits, the intent of the stricken portion or portions. The remainder of said stricken provision and of the entire Agreement will remain in effect.
17. The Parties acknowledge that this Agreement is only binding once it is approved by the Parties' respective governing Boards.
18. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of each Party has been furnished and delivered to the other Party to this Agreement. Electronic copies and electronic versions of this Contract and signatures shall have the same force and effect as an original.

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

Dated: 6/20, 2024

Dated: \_\_\_\_\_, 2024

**HEMET UNIFIED SCHOOL DISTRICT**

**BEAUMONT UNIFIED SCHOOL DISTRICT**

By: 

By: \_\_\_\_\_

Print Name: Darrin Watters

Print Name: Carmen Ordonez

Print Title: Business Services

Print Title: Director of Fiscal Services

**ATTACHMENT A**  
**FEES AND CHARGES FOR TRANSPORTATION SERVICES**

BEAUMONT agrees to pay HEMET the following fees and charges for the Transportation Services:

- A. School Buses
  - a. Base rate of \$714 per bus, for 5 hours and 100 miles of usage
  - b. \$143 per bus, per each additional hour over 5 hours
  - c. \$3.00 per bus, per each additional mile over 100 miles
  
- B. Charter School Buses
  - a. Base rate of \$995 per bus, for 5 hours
  - b. \$199 per bus, per each additional hour
  
- C. Mountain Trip Destinations
  - a. Base rate of \$782 per bus, for 5 hours and 100 miles of usage
  - b. \$156 per bus, per each additional hour over 5 hours
  - c. \$3.14 per bus, per additional mile over 100 miles



# Beaumont Unified School District

## RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated September 25, 2024, to the AGREEMENT between the Beaumont Unified School District and Finished Results 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) X Contract Term: 09/25/24-06/30/25

- This amendment represents a modification to services as follows:  
Increase due to additional teams participating in meet.

**ORIGINAL CONTRACT AMOUNT** ..... \$ 5,000.00

- This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 500.00

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

**NEW CONTRACT AMOUNT** ..... \$ 5,500.00

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

Requestor's Information
School/Department: <u>Beaumont High School</u>
Contact Person <u>Kari Pepper</u> Ext. _____
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): _____

Consultant Authorized Representative
CONSULTANT'S SIGNATURE
Tom Drescher                      Account Manager
PRINT NAME                                      TITLE
26783 Rancho Serena St.
Address
Menifee, CA 92584
City/State/Zip
Phone <u>951-334-8300</u>
Email <u>TOM@FINISHEDRESULTS.COM</u>
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.

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)



## INVOICE / CONTRACT

Event: Beaumont vs Shadow Hills/ Palm Desert Tri-Meet  
Date: Wednesday 2/26/2025

Contact: Jessica Colvin  
Organization: Beaumont HS

Today's Date: 9/2/2024

Due Date: 2/26/2025

26783 Rancho Serena St  
Menifee, CA 92584  
(951) 334-8300  
billing@finishedresults.com

### Standard Services provided by Finished Results:

- Registration** -Create Online Registration for schools and athletes via MileSplit Registrations
- Meet Management** -Creation of meet management database  
-Heat Sheets provided for clerk of course  
-Score sheets provided for all field events
- Timing & Results** -*FinishLynx* photo finish camera and *IdentiLynx* full frame video system used for front and side image displays for fully automatic timing and results  
-Upload all results to Finished Results website  
-(2) Teams and (2) Divisions included
- FR Live Results App** -Includes name, time, and affiliation of athletes as they cross the finishline  
-Includes Real-time, dynamic team scoring
- Raceclock Display** -LED Raceclock Display, used at the common finishline  
-Displays running time followed by results  
-*Place, Name, and Time* shown for each athlete
- Wind Gauge** -Provided for wind readings of all sprint events  
-*Host school is responsible to provide volunteer to operate the wind gauge*
- Hip #s** -Provide Hip #s for all track events  
-*Host school is responsible to return the Hip # container to the timer*

### Additional Services provided by Finished Results:

- Additional Team** -Additional teams beyond standard (2) team dual meet

**Please make checks payable to:**

***Finished Results***  
26783 Rancho Serena  
Menifee, CA 92584

**TOTAL: \$950**

*5% Discount for CASH payments*

- Contract Terms:** - Signed contract received within 15 days to reserve your event and lock in pricing  
- Balance due on or before the date of the event  
- 10% late fee will be added to invoices not paid within 30 days after the event

**50% of this invoice is a booking fee (due and payable even in the event of cancellation)  
for setting up and securing timing services for your events**

*Total is based upon the expected scope of services and total hours of the each event being no more than (4) hours. Final total may change based on additional hours and services provided*



***The meet director, host school/organization and facility agree:***

1. FINISHED RESULTS SHALL PROVIDE THE SERVICES EXPLICITLY WRITTEN IN THIS CONTRACTUAL AGREEMENT. ANY CHANGE THAT IS BEYOND THE SCOPE OF THIS CONTRACT IS SUBJECT TO ADDITIONAL FEES
2. TO PROVIDE FUNCTIONING POWER AT EACH TIMING POINT LOCATION
3. TO PROVIDE FINISHED RESULTS WITH FULL ACCESS TO THE FACILITY LISTED ABOVE, INCLUDING BUT NOT LIMITED TO THE STADIUM, TRACK, AND FIELD FOR ALL ITS STAFF AND EQUIPMENT
4. THE HOST ORGANIZATION SHALL PAY FOR OR REIMBURSE FINISHED RESULTS FOR ALL PARKING EXPENSES INCURRED AS A RESULT OF WORK-RELATED BUSINESS
5. TO PROVIDE FINISHED RESULTS WITH PERMISSION TO DRIVE ON THE TRACK TO UNLOAD AND LOAD ALL OF OUR NECESSARY EQUIPMENT. IF PERMISSION CANNOT BE GIVEN, HOST SCHOOL/ORGANIZATION WILL PROVIDE SUFFICIENT HELPERS FOR SAID UNLOADING AND LOADING
6. TO PROVIDE FINISHED RESULTS WITH AN AREA FOR TIMING WHICH PROHIBITS ACCESS FROM ATHLETES, COACHES, AND THE GENERAL PUBLIC
7. TO ENSURE THAT ALL REGISTRATIONS WILL BE COMPLETED BY ALL SCHOOLS AND PARTICIPANTS BY THE REGISTRATION DEADLINE
8. FINISHED RESULTS TO PROVIDE CERTIFICATE OF LIABILITY INSURANCE UPON REQUEST. THERE IS AN ADDITIONAL CHARGE OF \$200 TO BE ADDED AS ADDITIONAL INSURED

**CONTRACTING AGREEMENT & DISCLAIMER**

Contracting Party agrees to protect, save and hold harmless and indemnify Finished Results, its agents and or assigns against any and all liability whatsoever for injury to or death of any person or persons, or for loss of or damage to any property, occurring in connection with or in any way incident to this agreement. If a cancellation or change of date is made by the Contracting Party **within 90 days** of the scheduled event, the full contract balance is immediately due and payable. Cancellations due to acts of God, such as weather, or any other, will still be charged fees for necessary services and costs in the amount of 50% of the contractual agreement. All accounts not paid within 30 days of date due will incur a monthly late fee of 10% of the amount of balance due.

**I have read, understand and agree to the terms and conditions of this Agreement and will comply with them:**

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_  
*Contracting party*



A PEARSON VUE BUSINESS

Prepared By Francie Stuart
Email francie.stuart@pearson.com
Phone (801) 847-3149
Created Date 8/26/2024
Expiration This quote is valid until 01/31/2025
Quote Number 00155450
Certiport ID 90026273

\*\*\* This is not an Invoice. Please do not send payment from this quote. \*\*\*

Mailing Address

Certiport, a business of NCS Pearson, Inc.
1633 W. Innovation Way, 5th Floor
Lehi, UT 84043
USA

Corporate Address

5601 Green Valley Drive
Bloomington, MN 55437
USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

Please email POs if possible. Otherwise send them to the mailing address above.

francie.stuart@pearson.com

Bill To Name Beaumont High School
Bill To 39139 Cherry Valley Blvd
Beaumont, CA 92223
CLEVELAND HEIGHTS, CA 44118
USA

Ship To Name Beaumont High School
Ship To 39139 Cherry Valley Blvd
Beaumont, CA 92223
USA

Prepared For

Sabrina Lappin

slappin@beaumontusd.k12.ca.us

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Row 1: 1102098, ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM), 1.00, \$3,894.00, \$3,894.00

\*\* All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.

Grand Total \$3,894.00

Grand Total does not include applicable taxes which may be charged.

Terms and Conditions of Sale

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement").

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties.

2. Implementation of Services. Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

3. Payment, Prices and Setoff. Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing.

Prepared By	Francie Stuart
Email	<a href="mailto:francie.stuart@pearson.com">francie.stuart@pearson.com</a>
Phone	(801) 847-3149
Created Date	8/26/2024
Expiration	This quote is valid until 01/31/2025
Quote Number	00155450
Certiport ID	90026273

**4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

**5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

**6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

**7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

**8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

**9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

**10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

**11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

**12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

**13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

**14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

**15. Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.



A PEARSON VUE BUSINESS

Prepared By	Francie Stuart
Email	<a href="mailto:francie.stuart@pearson.com">francie.stuart@pearson.com</a>
Phone	(801) 847-3149
Created Date	8/26/2024
Expiration	This quote is valid until 01/31/2025
Quote Number	00155450
Certiport ID	90026273

**16. General.** It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.

AGREEMENT BETWEEN  
BEAUMONT UNIFIED SCHOOL DISTRICT AND  
SPONHEIM MARKETING AND COMMUNICATIONS LLC FOR  
COMMUNICATION AND MARKETING SERVICES

The Beaumont Unified School District, a public educational agency, located at 350 Brookside Avenue, Beaumont, CA 92223, hereinafter referred to as “District,” and Sponheim Marketing and Communications, LLC whose mailing address is 1552 Columbia St. Redlands, CA 92374, hereinafter referred to as “CONTRACTOR,” mutually agree as follows:

1. AGREEMENT

In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment. No services and/or products can be provided without a fully executed agreement and DISTRICT approved insurance.

SCOPE OF WORK:

The following outlines a proposed agreement for marketing and communication services to be provided to Beaumont Unified School District by Sponheim Marketing & Communications LLC. The purpose of this document is to provide the terms of an agreement.

1. Communication Coordination:

- Assist with the effective means of print and electronic communication with District stakeholders.
- Assist with coordinating, preparation and development of internal and external publications, such as newspapers, brochures, reports, newsletters, etc.
- Assist with the managing use of logos, social media, emails, videos, and other communication channels.

2. Public Information Advisor:

- Serve as the public information officer’s advisor for public information.
- Keep the public information officer informed about potential public relations issues and consequences related to program and policy shifts.

3. District Website Management:

- Assist in the coordination of the content and function of the District website and its respective school websites.

4. District Marketing and Special Events:

- Assist in the planning and coordinating of the District marketing activities, programs, and special events.

5. Media Relations:

- Assist the public information officer in working with media representatives and outreach
  - Maintain cooperative and trusting working relationships with the media.
6. Community Relations:
    - Meet with community groups and staff members as the District's supporting information representative.
    - Provide consultation to the public information officer on the general interpretation of information on District plans, programs, and policies.
  7. Confidential Administrative Functions:
    - Perform highly complex and confidential administrative functions on behalf of the public information officer.
    - Consult with the public information officer to determine communication needs.
  8. Correspondence and Public Relations:
    - Answer phone calls and providing information to District employees and the general public.
    - Prepare correspondence, news articles, press releases, and speeches for the public information officer.
  9. Professional Development and Additional Duties:
    - Assist the public information officer with other duties as assigned.

a. **CONTRACTOR SERVICES and/or PRODUCTS:**

In consultation and cooperation with the DISTRICT, the CONTRACTOR shall provide the services and/or products consistent with generally acceptable industry standards or better. The Services and/or Products are described in further detail:

2. **INDEPENDENT CONTRACTOR:** The CONTRACTOR is an independent contractor and will perform the Services as an independent contractor. The CONTRACTOR is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any Services provided. Each party acknowledges that the CONTRACTOR 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 CONTRACTOR under this Agreement. CONTRACTOR must provide DISTRICT with his/her Social Security Number or Taxpayer ID number. The DISTRICT will provide the CONTRACTOR and the Internal Revenue Service ("IRS") with a statement of earnings at the conclusion of each calendar year as required by the IRS.

a. The DISTRICT will prepare and furnish to the CONTRACTOR upon request such existing information as is reasonably necessary for the performance of Services by the CONTRACTOR. The CONTRACTOR 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.

3. TERM: The term of this Agreement shall begin on September 30, 2024, and continue through June 30, 2025. This agreement may be terminated by the DISTRICT at any time, in whole or part, for the convenience of DISTRICT or for default by the CONTRACTOR by giving the CONTRACTOR a written "Notice of Termination."

Immediately upon any termination, the CONTRACTOR shall stop work and take all reasonable steps to not incur additional costs associated with this CONTRACTOR, except those costs necessary to close-out business on this Contract.

Additional costs shall be reviewed by DISTRICT and must be deemed allowable before payment is made. The rights and remedies of DISTRICT set forth in this "Termination" Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

4. COMPENSATION: For the Contractor's full and complete performance of its obligations under this Contract, DISTRICT shall pay the Contractor an amount not to exceed Twenty Thousand Dollars (\$20,000.00). Payment shall be at the rate of One Hundred Fifty Dollars (\$150.00) per hour. Contractor will be reimbursed for mileage expenses at the approved IRS rate and other preapproved travel expenses at actual cost.

Invoices. The Contractor shall e-mail invoices to Executive Assistant to the Superintendent, Carol Araujo at [caraujo@beaumontusd.k12.ca.us](mailto:caraujo@beaumontusd.k12.ca.us) for payment of work performed. The CONTRACTOR'S invoices shall specify the following: (1) dates of work performance and hours of work performed; (2) total amount due and payable; (3) itemized expenses included in the monthly fee; and (4) contract number.

#### 5. INSURANCE:

5.1 Without limiting the CONTRACTOR's, its officers', agents', employees', subcontractors', representatives' and volunteers' (collectively hereinafter in this Section referred to as Contractor's) indemnification of DISTRICT, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers (collectively hereinafter in this Section referred to as DISTRICT), and as a material condition of this Contract, the CONTRACTOR shall procure and maintain at its sole expense, and shall require and cause all of its subcontractors and independent contractors to procure and maintain without expense to DISTRICT, insurance as required below for the duration of this Contract and any extended period specified. All insurance policies shall be placed with insurers admitted in the State of California.

#### 5.2 Minimum Scope and Limits of Insurance

5.2.1 Automobile Liability Coverage with limits as required by the State of California.

5.2.2 Professional Liability Coverage for errors and omissions with a limit of liability of not less than \$1,000,000 each claim. If the policy is written on a claim made form, such insurance shall be endorsed to provide an extended reporting period of not less than one year following termination of this Contract

6. **TERMINATION:** The DISTRICT may at any time and for any reason suspend performance by the VENDOR or terminate this Agreement and compensate CONTRACTOR only for Services satisfactorily rendered to the date of such suspension or termination. The DISTRICT's termination of the Agreement shall in no way affect CONTRACTOR's obligation to hold harmless and indemnify the DISTRICT in accordance with Section 10. Written notice by the DISTRICT shall be sufficient to suspend or terminate any further performance of Services by the CONTRACTOR. 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 CONTRACTOR shall promptly provide and deliver to the DISTRICT any and 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.

7. **HOLD HARMLESS AND INDEMNIFICATION:** To the fullest extent provided by law, CONTRACTOR shall defend, indemnify and hold harmless the DISTRICT, including its Board, officers, agents, employees, and affiliates, from and against any and all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs, and expenses (including, but not limited to attorney fees and costs including fees of consultants) arising out of this Agreement, except to the extent caused by the DISTRICT's sole gross negligence or intentional misconduct.

8. **FINGERPRINTING AND MISCELLANEOUS REQUIREMENTS:** At the DISTRICT's discretion, the following will apply: During the entire term of the Contract, the Contractor, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

a. **CORPORATIONS:** CONTRACTOR certifies to the DISTRICT's Board of Trustees that CONTRACTOR, its employees, agents, representatives, guests, or invitees have been processed through the Department of Justice and the Federal Bureau of Investigation, meeting criminal background check requirements of Education Code Section 45125.1 and that employees in direct contact with DISTRICT students have not been convicted of a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section 1192.7(c).



b. **TUBERCULOSIS CLEARANCE:** The CONTRACTOR will provide proof of negative tuberculosis, or certify that CONTRACTOR, its employees, agents, representatives, guests, or invitees have tested negative prior to assignment with the DISTRICT upon request.

c. **POLICIES:** CONTRACTOR, its employees, agents, representatives, guests, or invitees shall comply with all DISTRICT policies, rules and regulations while on site; no smoking in compliance of California Health and Safety Code 104420, DISTRICT's Board Policy and appropriate behavior, including the use of offensive language as sited in California Education Code 44810, 44811, and the DISTRICT's Board Policy.

d. **NOTIFICATIONS:** CONTRACTOR certifies that if an employee providing services to DISTRICT is subsequently convicted or pleads no contest to any crime listed in this section, VENDOR will immediately notify DISTRICT and immediately terminate the employee's assignment with DISTRICT.

9. **RECORDS RETENTION:** The CONTRACTOR 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 CONTRACTOR's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the CONTRACTOR is hereby advised that every contract involving Vendor Agreement 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.

10. **COMPLIANCE WITH LAW/CONFIDENTIALITY:** The CONTRACTOR shall comply with all applicable DISTRICT, federal, state, and local laws, rules, regulations, policies, and ordinances and workers' compensation laws. All agreement provisions required by law shall be deemed incorporated into this Agreement. CONTRACTOR will not at any time or in any manner, either directly or indirectly, use for the personal benefit of CONTRACTOR, 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). CONTRACTOR will protect such information and treat it as strictly confidential. The provisions of this Section 12 shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, CONTRACTOR will return to the DISTRICT all student records, other records, notes, documentation, and other items that were used, created, or controlled by CONTRACTOR during the term of this Agreement. The CONTRACTOR represents and warrants it does not have any potential, apparent, or actual conflict of interest relating in any way to this Agreement.

11. **ANTIDISCRIMINATION:** It is the policy of the DISTRICT that in connection with all work performed under this agreement, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The CONTRACTOR agrees to comply with

applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the VENDOR agrees to require like compliance by any

12. subcontractors employed on the work by such VENDOR. In accordance with Government Code section 12990, the CONTRACTOR shall give written notice of its anti-discrimination obligations to any labor organization with which CONTRACTOR has a collective bargaining or other agreement. CONTRACTOR shall also require any sub-contractor it hires to provide written notice of its anti-discrimination obligations to any labor organizations with which the sub-contractor has a collective bargaining or other agreement.

13. CALIFORNIA LAW: This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The DISTRICT is authorized by California Public Contract Code Section 20111 and California Government Code Section 53060. The Parties further acknowledge and agree that the performance of the Agreement shall occur within Riverside County, California, and any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the DISTRICT's administration offices are located.

I thank you for the opportunity to work with Beaumont Unified School District. Please email this signed agreement to me at alex@sponheimmarketing.com and retain a copy for your records.

Sincerely,  
Alex Sponheim,  
Owner of Sponheim Marketing & Communications LLC

# CONCORD THEATRICALS MUSICAL AGREEMENT

CT Rep: **K12 Licensing**  
Request #: 573508  
Acct #: 101-009-2013556

06/25/2024

**Dear Sarah,**

Thank you for your interest in producing a Concord Theatricals musical!

**Please note, this agreement is *not* a license to perform until Concord Theatricals receives the signed agreement and payment as specified herein. This agreement must be signed and fees due on signing must be paid, processed, and acknowledged in accordance with the terms of this agreement before you may audition, cast, rehearse, advertise, publicize, or perform.** If a signed copy of this agreement along with payment of twenty-five percent (25%) of the Performance Fee total shown on the accompanying invoice has not been received **within 90 days** of the date of this agreement, this agreement will expire and shall be cancelled. If you have any questions, please contact our licensing department at (866) 979-0447.

Please read the following document carefully as it explains the necessary procedures for production of this Concord Theatricals musical. The document includes:

1. **Performance Agreement & Fees**
2. **Rental Material Information**
3. **Additional Material Order Form**
4. **Terms and Conditions**
5. **Concord Theatricals Licensing Checklist**

If you decide that you do not want to go forward with your production, please notify your Licensing Representative immediately.

Once your payment is received, your production will be listed on the Concord Theatricals NOW PLAYING map. This online production locator is a popular tool for theatre lovers across the world and can be found at [www.concordtheatricals.com/now-playing](http://www.concordtheatricals.com/now-playing).

Best wishes for a successful production!

**K12 Licensing**  
Concord Theatricals Licensing Department  
[k12@concordtheatricals.com](mailto:k12@concordtheatricals.com)

# CONCORD THEATRICALS MUSICAL AGREEMENT

CT Rep: **K12 Licensing**  
Request #: 573508  
Acct #: 101-009-2013556

## PERFORMANCE AGREEMENT & FEES (AMATEUR MUSICAL)

In order to protect both our authors' rights and our producers' interests Concord Theatricals has adopted a policy to void performance licenses where twenty-five percent (25%) of the Performance Fee has not been paid within ninety (90) days from the date this Performance Agreement was issued. If the twenty-five percent (25%) of the Performance Fee, as set forth in the agreement below, or any other unpaid invoice for performance licenses or materials has not been received within ninety (90) days from the date this Performance Agreement was issued (or sixty (60) days prior to your first performance date, if earlier), this agreement will expire and shall be cancelled. On behalf of our authors, we thank you for your cooperation. If you have any questions, please contact our licensing department at (866) 979-0447.

Your Performance Agreement was drawn up based on the information from the application that you submitted. If there is a discrepancy, or if a change is required, we must be notified in writing, via email, as soon as possible. Failure to inform us of any change may constitute a violation of your Agreement. If you have any questions, please contact our licensing department at (866) 979-0447.

## PERFORMANCE AGREEMENT

Dated as of **06/25/2024** (the "Effective Date")

This Performance Agreement ("Agreement") is entered into as of the Effective Date by and between Concord Theatricals Corp., 250 W. 57th Street, 6th Floor, New York, NY 10107-0102 ("Concord Theatricals") and **Beaumont High School** ("Licensee" or "you"):

### Producing Organization Details:

[Customer #] **101-009-2013556**  
[Address] **39139 Cherry Valley Blvd.**  
[City] **Beaumont**  
[State] **CA**  
[ZIP] **92223**  
[Country] **United States**  
[Website]

### Applicant / Contact:

[Contact] **Sarah Gray**  
[Email] **sagray@beaumontusd.k12.ca.us**  
[Phone] **9093535978**

regarding Licensee's amateur production of the following Musical (the "Property"):

**"Rodgers & Hammerstein's Oklahoma!"**

By ("Author(s)"):

**Lynn Riggs, Oscar Hammerstein II, Richard Rodgers, Agnes de Mille**

Licensee shall present the Property in accordance with the following details :

Venue: **Beaumont High School Performing Arts Theater**  
39139 Cherry Valley Blvd,  
Beaumont, CA, 92223  
Total Number of Seats Per Performance: **418**

# CONCORD THEATRICALS

## MUSICAL AGREEMENT

CT Rep: **K12 Licensing**  
Request #: 573508  
Acct #: 101-009-2013556

Expected Attendance Per Performance: **300**

Ticket Prices from: \$ **5** to \$ **15**.

Performance Dates: **11/08/2024 – 11/17/2024** for a total of **8** performances.

Restrictions:

Please note: You may not advertise, market, promote, or otherwise bill your production as any type of “premiere” version of the Play (including as a regional, state, or local premiere) unless you have received written approval from Concord Theatricals

The total period during which Licensee is authorized to present its production, including the Performance Dates given above and any additional performances that may be available under the Option set forth above (if applicable), is referred to as the “Production Dates.”

# CONCORD THEATRICALS MUSICAL AGREEMENT

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## QUOTE

The following fees will be charged for this production, and formal quotes have been emailed to you separately:

### Licensing Fees

Type	Category	Description	Fee
Amateur	Performance Fee - 1st Payment	1st Payment	USD 990.00
Amateur	Performance Fee - 2nd Payment	2nd Payment	USD 2,970.00
Rental	Rental Fee		USD 914.27
Shipping and Handling Fee	Shipping Fee		USD 125.00
Audio Tracks - Rehearsal	Rehearsal Tracks Fee		USD 300.00
Audio Tracks - Performance	Performance Tracks Fee		USD 748.00
Audio Tracks - Rental	Performance Tracks Fee		USD 290.00
Sales Tax	Tax	Sales Tax-Rental and Shipping Fees	USD 106.52
<b>You have selected the Full Package of rental materials.</b>			

<b>TOTAL</b>	<b>USD 6,443.79</b>
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**25% of the Performance Fee above shall be due upon the signing of this Agreement.**

**The remaining 75% of the Performance Fee along with any other payments due hereunder shall be due no later than sixty (60) days before the first Performance Date scheduled under this Agreement.**

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You have selected to receive the **Full Package** of rental materials. The rental fees, including shipping and taxes (if applicable), as outlined above correspond to your selection.

**Rental Fee:** Licensee agrees to pay Concord Theatricals the rental fee listed above for the use of material(s) as described in Section 4 of this Agreement (“Rental Materials”) by Licensee in connection with the production of the Property under this Agreement, as well as any shipping fees or taxes outlined above.

Rental fees, shipping, and taxes shall be due no later than sixty (60) days prior to the first scheduled Performance Date. **No Rental Materials will be shipped to Licensee until the fees above are paid in full.**

**A Purchase Order does not constitute payment for licensing fees. Until check, credit card, or ACH payment is received you do not have license to perform or advertise the show.**

### Script Fees

If the table below is empty, then scripts/librettos are included in your rental package.

This is only an estimate, a copy of the invoice, **11049750**, has been emailed to you separately.

Description	Script Fees
3 Stage Manager, 20 Acting Edition	USD 278.85
Tax (if applicable)	USD 28.58

<b>TOTAL ON INVOICE:</b> <b>11049750</b>	<b>USD 307.43</b>
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Your Requested Delivery Date:  
**08/09/2024**

- If payment is received for script fees on or before 2 weeks from the above date, scripts will be shipped to arrive as requested.
- If payment is received later than 2 weeks from the above date, delivery cannot be guaranteed earlier than 2 weeks from date of full payment.
- If you have fully paid and would like to receive your scripts earlier than the above date, email [info@concordtheatricals.com](mailto:info@concordtheatricals.com).

Please see “Methods of Payment” section below on how to proceed with this payment. Authorized purchase orders are accepted from domestic educational institutions only and will only release shipment(s) of all materials found on the script invoice only. When using a Purchase Order, the PO number must be valid to your organization, and you must select the appropriate Billing Organization in the My Organization section above. A Purchase Order does not

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constitute payment for licensing fees. Until check, credit card, or ACH payment is received you do not have license to perform or advertise the show.

## METHODS OF PAYMENT

The first step in accepting your agreement is to sign it. To sign your agreement, you must log on to the Concord Theatricals website and sign the agreement through your customer dashboard. Twenty-five percent (25%) of the Performance Fee must be paid, processed, and acknowledged in accordance with the terms of your agreement before you may audition, cast, rehearse, advertise, publicize, or perform. Your agreement is not a license to perform until Concord Theatricals receives the signed agreement and payment as specified in your agreement.

### **ACH (e-Check) or Wire Transfer:**

Concord Theatricals is happy to offer US Domestic customers a faster and safer payment method alternative to sending us a paper check: ACH (e-Check). Unlike a paper check, which may have to go through the mail, an ACH payment is paid online, cutting down on processing time. Once your bank account has been verified through micro-deposits, it's good to use on any future payment with Concord Theatricals. This type of payment can be made directly through your customer dashboard on [www.concordtheatricals.com](http://www.concordtheatricals.com). Please note failed ACH (e-Check) transactions are subject to a \$15 USD fee. For more information on this payment method please visit: <https://help.concordtheatricals.com/knowledgebase/what-is-the-ach-e-check-payment-option/>.

**For Wire Transfers (For Customers Outside the US):** Please note that wire transfers are subject to a \$35 USD fee, please include this fee in your initial transfer. Licensing Fees must be in USD.

Please make sure to include your Quote number when sending your Wire transfer.

*Bank Routing Number:* 021000021

*SWIFT Code:* CHASUS33

*General Bank Reference Address:* JPMorgan Chase New York, NY 10017

*Account Number:* 520510360

*Account Name:* Concord Theatricals Corp

**Credit Card:** We also accept Visa, MasterCard, American Express, and Discover. Credit Card Payments can be made directly through your customer dashboard on [www.concordtheatricals.com](http://www.concordtheatricals.com).

### **Check or Money Order:**

**A copy of the invoice(s) have been emailed to you separately and *must* accompany all check payments. Checks sent by standard mail take three (3) weeks to be received and processed; to ensure your payment is received on time, please send well in advance of the noted due date.**

To pay with a check or money order, make payable to Concord Theatricals Corp. in USD and mail it with a copy of your quote to:

Concord Theatricals Corp.  
c/o JPM-Chase  
P.O. Box 22824  
New York, NY 10087-2824



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Checks sent by standard mail take 3 weeks to be received and processed; to ensure your payment is received on time, please send it well in advance of the noted due date. If you are sending your check to us via an expedited shipping method, please mail it with a copy of your quote to this address:

Overnight Mailing Address:  
JPMorgan Chase – Lockbox Processing  
Attn: Concord Theatricals Corp. & 22824  
4 Chase Metrotech Center 7th floor East Brooklyn, NY 11245

Checks sent to the Overnight Mailing Address may take up to 7 business days to be received and processed.

For a copy of our W-9, please visit <https://help.concordtheatricals.com/knowledgebase/w-9/>

## RENTAL MATERIAL INFORMATION

### RECEIVING YOUR RENTAL MATERIALS

**No Rental Materials will be shipped until payment is received in full (including performance license fees, rental fees, and any shipping fees and taxes).** Rental Materials will not be shipped on partial payment.

Your Requested Delivery Date:  
**08/09/2024**

- If payment is received on or before 2 weeks from the above date, Rental Materials will be shipped to arrive as requested.
- If payment is received later than 2 weeks from the above date, delivery cannot be guaranteed earlier than 2 weeks from date of full payment.
- If you have fully paid and would like to receive your Rental Materials earlier than the above date, email your Licensing Representative.

#### **Your Rental Package:**

##### **Full Orchestration:**

**20 Vocal Book**

**1 Piano-Conductor (rehearsal & stick conductor)**

**1 Flute – doubling Piccolo**

**1 Oboe – doubling English Horn, Bass Oboe & Oboe d'amore. Bass Oboe and Oboe d'amore are double lined for English Horn**

**1 Bassoon – optional part**

**1 Clarinet 1**

**1 Clarinet 2 – doubling Bass Clarinet**

**1 Horn 1**

**1 Horn 2**

**1 Trumpet 1**

**1 Trumpet 2**

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1 Trumpet 3 – optional part  
1 Trombone 1  
1 Trombone 2 – optional part  
1 Guitar – doubling Banjo  
1 Harp  
1 Percussion – Trap Set (Snare, Tom Toms, Bass, Hi-Hat & Sus. Cym.), Oriental Drum (deep), 3 Timpani (25-26, 28-29, 32), Orchestra Bells, Xylophone, Vibraphone, Chimes (B Flat, E Flat), Wood Block, Temple Blocks, Pop Cork Gun (or similar), Slapstick (Whip), Cowbell and (optional) Tambourine  
2 Violin 1  
2 Violin 2  
2 Viola  
2 Cello  
1 Bass

1 String Synthesizer – intended to supplement a small string section (optional)

**Delivered Digitally:**  
**Logo**

**Additional Material:**  
A Full Score is available for this title for an additional fee. Please contact your licensing representative for additional information.

**Your Optional Additional Rental Materials (if Requested):**

**Your Rental Period: 08/09/2024**

**Your materials will automatically ship to the following address:**

Sarah Gray

39139 Cherry Valley Blvd

Beaumont, California, 92223

United States

9093535978

If you would like your materials to be sent to a different address, email your Licensing Representative. Please make sure that materials are shipping to a valid street address. Rental materials will be shipped out via FedEx or UPS and cannot be delivered to a P.O. Box.

### **USING YOUR RENTAL MATERIALS**

You may write in, highlight, and mark up your Concord Theatricals Rental Materials. All Rental Materials must be returned but markings do not need to be erased.

NOTE: any copying (including physical copying, scanning and/or uploading) of the Rental Materials and script/libretto is not allowed and is a violation of international copyright law.

### **ORDERING ADDITIONAL MATERIALS**

**concord**  
**theatricals**

Toll Free: (866) 979-0447  
concordtheatricals.com

250 West 57th Street  
6th Floor  
New York, NY 10107-0102

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**You may only order additional copies of materials in your selected Rental Package. We do not provide custom packages.** If you would like to order additional materials, email your Licensing Representative. Pricing rates for additional materials are available on <https://concordtheatricals.com/resources/ordering-additional-rental-materials>.

(NOTE: If the Rental Materials description doesn't include vocal/chorus books or a specific orchestra part, then those books/parts are not available for the Property.)

### **RETURNING YOUR RENTAL MATERIALS**

Once your production has ended, please return your Rental Materials to:

**Concord Theatricals  
c/o Midwest Fiber  
422 South White Oak Road  
Normal, IL 61761**

Please note: Purchased scripts (i.e. Acting Edition, Large Print, Stage Manager Edition) do not need to be returned. Only items listed in the Rental Package section above need to be returned. Items listed in the Script Fees section of this agreement do not need to be returned.

You will receive an email on or before your final performance date with additional information about returning your Rental Materials.

All Rental Materials must be returned within thirty (30) days of your final performance date. Additional charges will be incurred for Rental Materials returned to the wrong address.

### **CONTACTING YOUR LICENSING REPRESENTATIVE**

**K12 Licensing**  
k12@concordtheatricals.com

# CONCORD THEATRICALS MUSICAL AGREEMENT

CT Rep: **K12 Licensing**  
Request #: 573508  
Acct #: 101-009-2013556

## TERMS AND CONDITIONS

**1. Grant.** Concord Theatricals grants Licensee the non-exclusive and non-transferable right to present a live stage production with living actors appearing in the immediate presence of an in-person audience of the Property at the Venue and during the Production Dates stipulated above and on the other terms and conditions set forth in this Agreement. Said rights are valid only through the final performance date as indicated above. No change by Licensee in the production dates, the number of performances, the number of seats per performance, the ticket prices, and/or any other particulars of this Agreement shall be made without the prior written consent of Concord Theatricals, which may be withheld in Concord Theatricals' sole and absolute discretion. Concord Theatricals has the right to revoke this Agreement if Licensee fails to secure such consent and/or if Licensee is in breach or default of any other term or condition of this Agreement. No other rights are herein granted, and Concord Theatricals (on behalf of the Author(s) and the owner(s) of the Property) reserves any and all other rights in the Property, whether such rights are now known or shall hereafter come into existence. The reserved rights shall include, without limiting the generality of the foregoing, all motion picture rights, television and cable rights, radio rights, stage rights other than those licensed hereunder, electronic and digital rights, mechanical rights, recording rights and publication rights of all kinds.

**2. Licensee Warranties.** Licensee represents, warrants and covenants that the Property will be presented in its entirety as it appears in published form authorized by the Author(s) and that the Author(s)'s intent will be respected in the Licensee's production. No changes, interpolations, additions, or deletions will be made in the Property for the purpose of Licensee's production or otherwise. Licensee represents, warrants and covenants that Licensees shall comply with the following:

**2.1 Concord Theatricals Credit.** All programs, web pages, publicity, and advertising in connection with performances of the Property, in all media (including print and electronic), shall carry a program note as follows (unless an additional or different notice is specified in writing by Concord Theatricals) in not less than 10-point type:

**OKLAHOMA! is presented by arrangement with Concord Theatricals on behalf of The Rodgers & Hammerstein Organization.**  
www.concordtheatricals.com

**2.2 Author(s) Credit.** The Author(s)'s name (including, as applicable, composer(s), lyricist(s) and/or translator/adaptor's name) will appear in all instances in which the title of the Property appears, including all programs, web pages, house boards, and publicity and advertising in all media (including all print and electronic media) within the control of Licensee. Except as otherwise specified below, the name of the Author(s) will appear on a separate line on which no other name appears as set forth below immediately following the title of the Property and will appear in size of type not less than fifty percent (50%) of the size of the title type, as follows:

**You agree to set forth the following credits on the title page in all programs and souvenir books and on all house boards, displays, heralds, posters, fliers, theater website and on all other advertising and promotion in connection with your production of the Play:**

**Rodgers & Hammerstein's 75%**

**OKLAHOMA! 100%**

**Music by RICHARD RODGERS 75%\***

**Book and Lyrics by OSCAR HAMMERSTEIN II 75%\***

**Based on the play "Green Grow the Lilacs" by Lynn Riggs 50%**

**Original Choreography by Agnes de Mille 50% recommended but not to be smaller than the size accorded to designers**

**\*Immediately following the title and in no event less than that of the largest, most prominent credit given any other person.**

**2.3 Additional Production Credit.** The following credits will be included on the title page of all programs and playbills distributed in connection with performances of the Property. If supplied, the following bio will also be included in the program.

**2.4 Production Date Changes/Cancellation.** Licensee will PROMPTLY notify Concord Theatricals in writing of any and all proposed changes in Production Dates whatsoever, including, but not limited to, additional performances, rescheduled performances, cancellations, postponements, etc., all of which are subject to the prior written approval of Concord Theatricals. Please note that additional fees may be applied for any changes made.

The following additional guidelines will apply in cancelling a licensed production:

**2.4.1** You must notify your Licensing Representative in writing (email acceptable) within 24 hours of the first cancelled performance, stating the reason or reasons for the cancellation.

**2.4.2** If you are presenting only one performance and you timely notify your Licensing Representative of cancellation, a

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full refund or transfer of the licensing fees for the cancelled performance is granted less a cancellation processing fee of \$50.

**2.4.3** If you are presenting more than one performance and you timely notify your Licensing Representative of cancellation of the full run of performances, a full refund or transfer of the licensing fees for your production is granted less a cancellation processing fee of \$50.

**2.4.4** If you are presenting more than one performance and you timely notify your Licensing Representative of cancellation of an individual performance, a full refund or transfer of the licensing fees for the cancelled performance is granted and there is no cancellation fee.

**2.4.5** If you notify your Licensing Representative of cancellation more than 24 hours after the first cancelled performance, no refund of the licensing fees shall be granted.

**2.4.6** If Rental Materials have been processed for shipment to Licensee at the time you notify your Licensing Representative of cancellation, the rental fee and shipping fee/taxes (if any) will not be refunded. If Rental Materials have not yet been processed for shipment at the time you notify your Licensing Representative of cancellation, the rental fee and shipping fee/taxes (if any) will be refunded in full.

**3. Execution of Agreement.** This Agreement shall be effective upon receipt by Concord Theatricals of (a) this Agreement signed by the Licensee and (b) payment of twenty-five percent (25%) of the Performance Fee set forth in the "Fees" section above. Due to demand and area restrictions, Performance Agreements are time sensitive. Therefore, this Agreement shall be null and void if it is not executed as described above within ninety (90) days of the Effective Date of this Agreement. Licensee may electronically execute this Agreement by selecting "Licenses" from the dropdown menu under the "My Account" page on [www.concordtheatricals.com](http://www.concordtheatricals.com).

**4. Rental Materials.**  
**4.1a Arrangements:**

**Full Package** *see below*

**4.1b Description of Rental materials:**

**Full Orchestration:**

20 Vocal Book

1 Piano-Conductor (rehearsal & stick conductor)

1 Flute – doubling Piccolo

1 Oboe – doubling English Horn, Bass Oboe & Oboe d'amore. Bass Oboe and Oboe d'amore are double lined for English Horn

1 Bassoon – optional part

1 Clarinet 1

1 Clarinet 2 – doubling Bass Clarinet

1 Horn 1

1 Horn 2

1 Trumpet 1

1 Trumpet 2

1 Trumpet 3 – optional part

1 Trombone 1

1 Trombone 2 – optional part

1 Guitar – doubling Banjo

1 Harp

1 Percussion – Trap Set (Snare, Tom Toms, Bass, Hi-Hat & Sus. Cym.), Oriental Drum (deep), 3 Timpani (25-26, 28-29, 32), Orchestra Bells, Xylophone, Vibraphone, Chimes (B Flat, E Flat), Wood Block, Temple Blocks, Pop Cork Gun (or similar), Slapstick (Whip), Cowbell and (optional) Tambourine

2 Violin 1

2 Violin 2

2 Viola

2 Cello

1 Bass

1 String Synthesizer – intended to supplement a small string section (optional)

**Delivered Digitally:**

Logo

**Additional Material:**

A Full Score is available for this title for an additional fee. Please contact your licensing representative for additional information.

Your Optional Additional Rental Materials (if Requested):

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Please review the script fees and the rental package sections below to determine whether scripts (i.e. Acting Edition/libretto-vocal book) are included. If scripts are not included in either section, and you have not ordered scripts for this title previously, they must be purchased separately from [www.concordtheatricals.com](http://www.concordtheatricals.com)

**4.2.** The latest date by which all outstanding licensing fees, rental fees and shipping fees/taxes (if any) are due is sixty (60) days prior to the first scheduled Performance Date under this Agreement. Payment for all performances must be received in full. Payment may be made by check, credit card or echeck/ACH payment. Please refer to attached invoice for fee details.. Conditioned on the execution of this Agreement, and provided that all payments have been received by Concord Theatricals as set forth in this Agreement, Concord Theatricals agrees to ship the Rental Materials to Licensee to arrive no later than **08/09/2024** (unless a shorter period remains between the date of execution and the first performance date). Rental Materials will not be shipped until full payment has been received.

**4.3.** Upon completion of Licensee's production, Licensee shall return the Rental Materials to: **Concord Theatricals c/o Midwest Fiber, 422 South White Oak Road, Normal, IL, 61761**. All rental materials must be received within **thirty (30) days** of the final performance date.

**4.4.** Any and all Rental Materials provided to Licensee in connection with the Property may be used **ONLY** for the rehearsal and performance of the Property on the dates and at the venue specified in this Agreement and may not be used for any other production, presentation or performance. Concord Theatricals makes no representations regarding the condition or adequacy of the Rental Materials. The rights granted to Licensee are conditioned on the execution of this Agreement and the receipt by Concord Theatricals of all payments as set forth this Agreement.

### 5. General Terms and Conditions

**5.1** No auditions, casting, rehearsals, advertising, publicity or performance of the Property may commence unless and until this Agreement is executed and all monies owing to Concord Theatricals as set forth in this Agreement are paid in accordance with the payment schedule in the Agreement.

**5.2** Licensee may not create merchandise of any kind based on the Property, whether for sale, promotional use, or free distribution, without prior written permission from Concord Theatricals.

**5.3** Licensed productions of the Property are to be performed in front of a live audience only. Auditions, rehearsals, and/or performances may not be recorded, streamed, broadcast or posted at any time, in any manner or for any purpose. These restrictions apply to both audio-only and audio-visual recordings, broadcasts and postings. By way of example only, no posting or streaming of audio or audio-visual recordings to YouTube or any other social networking sites is permitted. Any such recording, broadcasting, posting or other use of a performance of the Property is a copyright infringement and will expose Licensee to serious legal consequences.

**5.4** Any announcements, advertisements, publicity, promotional materials, and marketing materials, whether on the Internet or in any other media, must be in strict compliance with the terms of this Agreement, including the number and dates of performances, the number of seats, and the ticket prices. No advertising, marketing or promotion of Licensee's production may bill such production as any type of "premiere" of the Property (e.g., regional, state, local) without prior written approval from Concord Theatricals. Please contact your Licensing Representative to request approval.

**5.5** This Agreement does not include the right to any choreography, staging, direction, costume design, scenic design, lighting design or sound design of the Property as previously presented. Licensee agrees that its production of the Property shall be a non-replica production. Neither Concord Theatricals nor the Author(s) or owners of the Property shall be obliged at any time to make any payment or offer rights participation to any person(s) whom Licensee may hire to direct, choreograph, stage, design or otherwise participate creatively in Licensee's production.

**5.6** Licenses are available only for complete performances of the Property. Performances of various scenes and/or songs apart from the Property in its entirety (e.g., in connection with recitals, contests, festivals, etc., or for promotional purposes) require special permission, which must be submitted in writing in advance of any such performances. Unless permission is granted in writing by Concord Theatricals, no such performances may take place.

**5.7** Licensee will present the Property using the Rental Materials and, if applicable, the Approved Production Script (as defined in Section 5.17 below). No abridgement or enlargement of the Property, no changes in music, lyrics, dialogue, period, setting, characters (including their gender), and/or characterizations in the Property, and no changes in running time, placement of intermission, number or order of scenes, etc., may be made without prior written permission from Concord Theatricals. In the event that any changes to the Property are approved in writing, such changes shall, upon creation, become the sole and exclusive property of Concord Theatricals, the Author(s) and the owners of the Property, as their interests may appear, and may be used by such parties free and clear of any obligation whatsoever to Licensee or any third party.

**5.8** An approved logo and other promotional and marketing materials for the Property may be available from Concord Theatricals. Please contact your Licensing Representative for further information. Please review the Riders and Exhibits in Section 12 below, as well as (if applicable) any additional Rider you may have signed in connection with your production of the Property, for further requirements regarding logos, promotion and marketing of your production.

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**5.9 This Agreement is not transferable to any other production other than the one licensed.** The rights licensed under this Agreement may not be sublicensed and/or otherwise conveyed by Licensee to any other person.

**5.10** The Property is licensed for live stage performances by living actors in front of a live audience only, and may not be recorded, broadcast or distributed at any time, in any manner, or for any purpose. In no event may any audio or audio-visual recordings of readings, rehearsals or performances of the Property be posted to the internet or distributed through any digital means, including by way of streaming, downloading or copying, including without limitation, in video or audio recordings posted to YouTube, Facebook or any similar or other social networking site, or posted to the website of the theater or any personal or public website of whatsoever kind. No audio or audio-visual footage may be used in connection with any online, mobile or digital advertising or promotion of the Property.

**5.11** You must include in prominent fashion in every program for your production of the Property the following warning in text no smaller than 12-point type, and the warning must also be posted in the lobby of the Venue:

**THE VIDEOTAPING OR MAKING OF ELECTRONIC OR OTHER AUDIO AND/OR VISUAL RECORDINGS OF THIS PRODUCTION AND DISTRIBUTING RECORDINGS OR STREAMS IN ANY MEDIUM, INCLUDING THE INTERNET, IS STRICTLY PROHIBITED, A VIOLATION OF THE AUTHOR(S)'S RIGHTS AND ACTIONABLE UNDER UNITED STATES COPYRIGHT LAW. FOR MORE INFORMATION, PLEASE VISIT:**

<https://concordtheatricals.com/resources/protecting-artists>

**5.12** The grant of rights hereunder does not include any rights to use any artwork (except to the extent otherwise expressly set forth in Section 12 below), advertising, names of actors or actresses or other personnel associated with any other production of the Property in any artwork, advertising or promotional materials for Licensee's production hereunder.

**5.13** Licensee is solely responsible for obtaining formal written permission from third-party copyright owners to use copyrighted music, images, brands, or other material in Licensee's production of the Property and is strongly cautioned to do so. If no such permission is obtained by Licensee, then Licensee must use only original music and other materials that Licensee owns and controls. Licensee is solely responsible and liable for all third-party clearances (including without limitation music clearances). To the extent permitted by law, and without waiving Licensee's preexisting state sovereign immunity, Licensee shall pay any award made by a court of competent jurisdiction in connection with any claim arising from the use of music and other third-party material by Licensee. For the avoidance of doubt, this Section 5.13: (a) shall not be deemed to constitute permission to add third-party materials to the Property, and changes to the Property shall be governed by Section 5.7 above; and (b) shall not apply to use of the music by the Author(s) that is included in the Property and for which Rental Materials are provided by Licensor.

**5.14** Licensee may not present the Property with pre-recorded or sequenced accompaniment, except to the extent that such accompaniment is provided or licensed to you by Concord Theatricals or its official affiliates. Please contact your Licensing Representative if you have questions about whether a third-party provider is an official affiliate of Concord Theatricals. Note: pre-recorded accompaniment is not available for all titles and may not be available for use by all licensee types. Please contact your Licensing Representative to discuss.

**5.15** In the event that the program for Licensee's production of the Property includes advertising, Licensee agrees to reserve program space no smaller than one-half (1/2) page for Concord Theatricals. Concord Theatricals shall notify Licensee in writing no later than thirty (30) days before the first performance hereunder if Concord Theatricals elects to use such program space, and shall provide Licensee with applicable files at the time of such notification. If Concord Theatricals does not provide Licensee with timely notice, Licensee shall have no obligation to reserve such program space.

**5.16** Licensee agrees to reserve two (2) complimentary tickets for each performance of the Property hereunder for the use of Concord Theatricals, the Author(s) and the owners of the Property. Concord Theatricals shall notify Licensee a minimum of three (3) days prior to the applicable performance whether it requires such tickets, and agrees not to resell such tickets. Licensee shall provide Concord Theatricals with two (2) copies of the program for its production of the Property upon request by Concord Theatricals.

**5.17** If scripts/librettos are not included as part of the Rental Materials, the "Approved Production Script" is defined as the version or draft of the script/libretto of the Property to be used in connection with Licensee's production. It is understood that the Approved Production Script will be made available for purchase via the licensing dashboard or [www.concordtheatricals.com](http://www.concordtheatricals.com) as the "Acting Edition." No earlier manuscript or any other versions of the Property are permitted for production without prior approval. In the event that a published Acting Edition is not available for public purchase, Licensee should contact its Licensing Representative for the most up-to-date version of the script/libretto prior to the start of pre-production and rehearsals.

**6. Representations and Warranties.** Licensee represents and warrants that (a) all of the information provided to Concord Theatricals, both orally and in writing, in connection with the production of the Property and/or otherwise is accurate and correct, (b) Licensee will present the Property in accordance with the terms and conditions set forth in this Agreement, and (c) Licensee will be fully responsible for the manner in which Licensee's production of the Property is performed. Licensee takes sole and complete responsibility for its actions under this Agreement. To the extent permitted by law, and without waiving Licensee's preexisting state sovereign immunity, Licensee shall pay any award made by a court of competent jurisdiction in connection with any claim arising out of (a) the breach or alleged breach by Licensee of any of Licensee's representations,



# CONCORD THEATRICALS

## MUSICAL AGREEMENT

CT Rep: **K12 Licensing**  
Request #: 573508  
Acct #: 101-009-2013556

warranties, obligations, or agreements under this Agreement and/or (b) Licensee's production of the Property including the performance, preparations, advertising and marketing thereof.

7. **Termination.** Failure to strictly comply with any of the terms and conditions of this Agreement, including but not limited to the provisions of Sections 2 and 5 and any Exhibits or Riders hereto, may result in the immediate termination of this Agreement and/or any such other agreements by Concord Theatricals in its sole and absolute discretion. In the event of termination, all amounts owing under this Agreement remain payable in full and shall be retained by Concord Theatricals in addition to any other rights or remedies that Concord Theatricals may be entitled to assert for breach of contract.

8. **Default.** If Licensee defaults in the performance of any of the representations, warranties, obligations, terms and/or conditions of this Agreement, then in addition to any and all other remedies which Concord Theatricals, the Author(s) and/or the other copyright-owner(s) of the Property might have at law or equity, Licensee agrees that Concord Theatricals shall have the right to seek a temporary restraining order and a preliminary injunction to enjoin any performances of the Property.

9. **Revocation.** Concord Theatricals reserves the right to revoke any and all licenses for any reason upon written notice to Licensee. In the event that Licensee has paid for the license, either partially or in full, prior to such revocation, a full refund of such sums paid will be given to Licensee within forty-five (45) business days of written notice of license termination.

10. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns and may not be altered, modified or cancelled (except as herein specifically provided), except by written instrument signed by both parties hereto. This Agreement supersedes all prior or contemporaneous agreements, undertakings, warranties, representations and negotiations between the parties with respect to the subject matter hereof, except in the event that Licensee has previously executed a Rider specifically relating to its production of the Property under this Agreement, such Rider shall remain in full force and effect and shall be a part of this Agreement. Nothing in this Agreement shall supersede, substitute, or diminish any other agreement or understanding, nor any additional terms and conditions connected therewith, regarding any supplemental materials or services relating to the subject matter hereof, notwithstanding any reference herein to such agreement, understanding, or supplemental material(s)/services (or, if applicable, any third-party provider thereof). No waiver shall be deemed a continuing waiver or deemed a waiver of any assignment or similar breach. In entering into this Agreement, Licensee and Concord Theatricals will each have the status of an independent contractor and nothing contained herein will constitute the parties as partners, fiduciaries, agents or employees of each other.

11. **Riders and Exhibits.** In addition to all provisions set forth above, this Agreement includes any Riders previously executed by Licensee specifically relating to its production of the Property hereunder, as well as the following additional Exhibits and Riders (if any):

#### Additional Riders

**In this show, the race of the characters is not pivotal to the plot. We encourage you to consider diversity and inclusion in your casting choices.**

**Please notify your Licensing Representative if you intend to post or otherwise circulate any content advisories or trigger warnings related to the Property (other than standard warnings regarding strobe lights, smoke, gunshots, etc.). Concord Theatricals reserves the right to require minor changes to the wording of such advisories or warnings.**

#### ACCEPTED AND AGREED TO:

**This Agreement and all conditions and terms contained herein are wholly binding upon the execution by Licensee hereof and the remittance of payment in accordance with the terms contained herein.**



# CONCORD THEATRICALS MUSICAL AGREEMENT

CT Rep: K12 Licensing  
Request #: 573508  
Acct #: 101-009-2013556

## LICENSING CHECKLIST

**Before you start rehearsals,  
make sure you've taken care of these steps!**

### *Don't Forget to...*

- Sign your Performance Agreement through the "Licenses" section, in the drop-down menu under your name in the top right corner of [concordtheatricals.com](http://concordtheatricals.com).
- Pay 25% of your Performance Fee shown in your Quote.
- Check the delivery address for your rental materials.
- Order additional rental materials (if needed).
- Communicate any changes (dates, venue, etc.) to your licensing rep via email.
- Purchase supplemental materials from [concordtheatricals.com](http://concordtheatricals.com).

### *And...*

- Set yourself a reminder to pay any outstanding fees at least **60 days** before your first performance. Musical Rental items will not ship, and rehearsals may not begin until all invoices are paid in full.

Break a leg on your production!

Sincerely,  
*Concord Theatricals*

EXHIBIT D –  
PROJECT ASSIGNMENT NO. 5

This Project Assignment 2024-25-01 GVHS New Classroom Building is entered into between BEAUMONT UNIFIED SCHOOL DISTRICT (“District”) and LEDESMA & MEYER CONSTRUCTION COMPANY INC. (“Construction Manager”) pursuant to the Construction Management Services Agreement (“Agreement”) between the District and Construction Manager dated November 16, 2022. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

Perform Construction Management Services per our master agreement for the Beaumont Glen View High School New Classroom Building.

2. Services to be Provided.

Construction Management Services Based on Exhibit A of Basic Services provide with a, Executive Director, Project Manager, Superintendents, and Project Coordinator.

3. Project Schedule and Project Term.

September 16<sup>th</sup>, 2024 – Project completion anticipated within 346 calendar days from Districts Notice of Award to the responsive low bidders.

4. Project Budget.

Sum of Total Low Bids \$5,041,163.00

5. Schedule of Fees (Compensation and Payment).

Payment for the Basic Services shall be in accordance with the rates and/or fixed fee amount set forth in Exhibit B to the Agreement, or as specifically set forth herein.

CM Fee 3% of sum of total low bids \$140,135.00.

General Conditions Budget based off Exhibit B of the Master Agreement the project schedule completion August 28, 2025. Establishing the reimbursable hours per the attached worksheet for total General Conditions Not to Exceed \$538,890.00.

Payment for the Additional Services shall be as follows:

- This Project does not include any Additional Services.
- This Project includes Additional Services, the Fee Schedule for which is the same as that Fee Schedule set forth in Exhibit B.
- This Project includes Additional Services, the Fee Schedule for which is set forth below.

6. Special Conditions and/or Miscellaneous Provisions.

IN WITNESS WHEREOF, the Parties hereto have executed this Project Assignment as of the Effective Date.

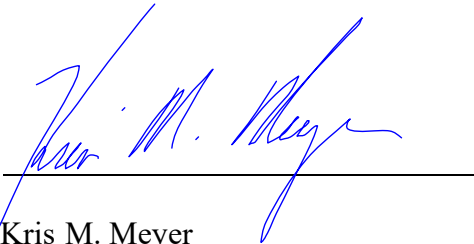
CONSTRUCTION MANAGER:

DISTRICT:

Ledesma & Meyer Construction Company Inc.

Beaumont Unified School District

By:



By:

\_\_\_\_\_

Name: Kris M. Meyer

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

Title: President

Title: Chief Business Official

510-5/6477875.1

GVHS Classroom Addition

Position:	Work Days	22	22	20	23	19	20	22	20	21	22	21	21	22	21	21	1097	Estimated Total
	Hourly Rate	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25		
Executive Director:	\$190.00	35	30	20	23	19	20	22	20	21	22	21	21	22	21	0	317	\$60,230
		\$6,650.00	\$5,700.00	\$3,800.00	\$4,370.00	\$3,610.00	\$3,800.00	\$4,180.00	\$3,800.00	\$3,990.00	\$4,180.00	\$3,990.00	\$3,990.00	\$4,180.00	\$3,990.00	\$0.00		
Superintendent	\$160.00	0	88	160	184	152	160	176	160	168	176	168	168	176	168	0	2104	\$336,640
		\$0	\$14,080	\$25,600	\$29,440	\$24,320	\$25,600	\$28,160	\$25,600	\$26,880	\$28,160	\$26,880	\$26,880	\$28,160	\$26,880	\$0		
Project Coordinator:	\$135.00	22	22	80	92	76	80	88	80	84	88	84	84	88	84	0	1052	\$142,020
		\$2,970	\$2,970	\$10,800	\$12,420	\$10,260	\$10,800	\$11,880	\$10,800	\$11,340	\$11,880	\$11,340	\$11,340	\$11,880	\$11,340	\$0		
Internet Service																		\$0

Estimated budget for General Conditions: \$538,890

Estimated Monthly G.C.'s: \$9,620 \$22,750 \$40,200 \$46,230 \$38,190 \$40,200 \$44,220 \$40,200 \$42,210 \$44,220 \$42,210 \$42,210 \$44,220 \$42,210 \$0 \$538,890

Estimated Monthly Aggregate G.C.'s: \$9,620 \$32,370 \$72,570 \$118,800 \$156,990 \$197,190 \$241,410 \$281,610 \$323,820 \$368,040 \$410,250 \$452,460 \$496,680 \$538,890 \$538,890

Sum of Low Bids \$5,041,163  
 Allowances \$370,000  
 Total less allowances \$4,671,163

COLOR KEY	
Bidding & Contracting	\$72,570
Construction Phase	\$466,320
TOTAL	\$538,890
CM FEE @ 3%	\$140,135
CM GCs	\$538,890
Total CM Fee & GCs	\$679,025





**BEAUMONT UNIFIED SCHOOL DISTRICT**

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FORM  
(OVER \$5,000)**

**INSTRUCTIONS**

1. **FORM:** Fill out agreement (“Agreement”) form completely, with dates, times, fees, the consultant’s (“Consultant”) signature, and the Site Administrator (and fund administrator, if necessary). The Chief Business Official (“CBO”) and Director of Fiscal Services of the Beaumont Unified School District (“District”), who has Board of Trustees (“Board”) authorization to sign agreements, in accordance with Board Policy 3312. Consultant may not commence work prior to an executed contract and an authorized signed PO (PO). The signed documents will be returned to Consultant after approval by the Director of Fiscal Services, with a copy of the **PO authorizing Consultant to commence work.**
2. **CONSULTANT QUALIFICATIONS:** Please provide a brief summary of Consultant’s qualifications below both in credentials, education, and experience. Attach certifications, if any, and the budget code to be charged.
3. **REQUISITION:** Please submit a requisition for payment of Consultant. Please write the requisition number for processing. The Consultant must submit a Certificate of Insurance (naming the **Beaumont Unified School District, its Board, Officers, Agents, Employees, and Volunteers** as additional insured). Each approver must review the Agreement to approve the requisition prior to sending to the Director of Fiscal Services and the Purchasing Department. The Purchasing Department will review and prepare for the CBO or Director of Fiscal Services’ signature. If you have any concerns about obtaining any insurance documentation, please contact the Director of Risk & Safety Management – at (951) 845-1631, BEFORE submitting the requisition. The requisition and Agreement must both be received in the Purchasing Department to issue a PO for billing purposes.
4. **CONSULTANT REQUEST FOR PAYMENT:** Consultant must submit invoice(s) to Accounts Payable after services are rendered, including the PO Number. Accounts Payable will send an invoice to the proper administrator to verify that services have been rendered before payment is approved.
5. **IMPORTANT:** According to Board Policy, all agreements for consultant services must have an executed contract before board approval, and a District PO prior to services rendered.
6. **PLEASE NOTE:** This form is for outside consultants ONLY. The Consultant cannot be an employee of the District.
7. **FOOD SERVICES:** Food Vendors for schools, during school hours must be approved by Child Nutrition Services.

Budget Code:

<u>Fund</u>	<u>School</u>	<u>Resource</u>	<u>PY</u>	<u>Goal</u>	<u>Function</u>	<u>Object</u>

- Consultant
- Will** be working individually with students unsupervised. (Attach criminal records check form.)
  - Will** be working individually with students under direct site staff supervision.
  - Will not** be working individually with students.

**Consultant Qualifications and Reason for Services:**



**BEAUMONT UNIFIED SCHOOL DISTRICT**

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

**THIS AGREEMENT** (“Agreement”) is made effective on September 25, 2024 (date) by and between Leighton Consulting, 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 September 25, 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 \$ \_\_\_\_\_ per hour, for a total cost not to exceed **ONE HUNDRED NINE THOUSAND FOUR HUNDRED DOLLARS (\$109,400.00) -- or--** for a lump sum of \$ \_\_\_\_\_ --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice.(A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile,

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

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

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

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

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

8. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, "Indemnitees") from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:
- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's 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, \_\_\_\_\_ (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



# BEAUMONT UNIFIED SCHOOL DISTRICT

## BOARD OF TRUSTEES

**Mrs. Susie Lara** President  
**Mrs. Melissa Williamson** Vice President  
**Mr. Jeff Brown** Clerk  
**Mr. Shawn Mitchell** Member  
**Mr. David Sanchez** Member

## ADMINISTRATION

**Mrs. Mays Kakish** Superintendent  
**Mrs. Jennifer Castillo** Assistant Superintendent Human Resources  
**Dr. Ebon Brown** Assistant Superintendent Instruction & Support Services  
**Mr. Sergio San Martin** Chief Business Officer

### **HOLD HARMLESS AND INDEMNIFICATION**

CONSULTANT/VENDOR shall comply with all DISTRICT policies, rules, and regulations while on site; no smoking in compliance of California Health and Safety Code 104420, DISTRICT's Board Policy, BP3513.3, and appropriate behavior, including the use of offensive language as sited in California Education Code 44810, 44811 and DISTRICT's Board Policy AR3515.2 (a). The DISTRICT assumes no liability or responsibility for any personal property of CONSULTANT/VENDOR or of its employees, agents, representatives, guests, or invitees of CONSULTANT/VENDOR, brought on to the premise during the term of this Agreement. In addition, CONSULTANT/VENDOR its employees, agents, representatives, guests, or invitees accepts premises and adjoining areas as is and releases, discharges and shall indemnify, defend and hold harmless the DISTRICT, the DISTRICT's Board, and their agents, employees and representatives from any and all liability, claims, judgments or demands, including reasonable attorney's fees and costs, which may arise from all injuries, deaths (CONSULTANTS/VENDORS, agents, employees, representatives, guests and invitees included) and damage to property arising directly or indirectly out of this Agreement including but not limited to CONSULTANT's/VENDOR's use of the premises, the adjoining areas, including the parking lots, including but not limited to DISTRICT's, the DISTRICT's Board's own active negligence or acts other than fraud, willful misconduct or violation of the law. In addition, if CONSULTANT/VENDOR has access to or will be receiving and personal or private information about the DISTRICT its students, personnel, students or parents or any other third party, the DISTRICT assumes no liability or responsibility. CONSULTANT/VENDOR assumes any and all liability for claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from invasion of privacy violations, breach of privacy, information theft, financial theft/information, damage to or destruction of electronic data or information release of private information, alteration of electronic information, and/or extortion and network security.

### INSURANCE REQUIREMENTS

CONSULTANT/VENDOR shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement, and issue the DISTRICT the certificate(s) and endorsement(s) (**see marked box(s) for requested insurance**), naming the Beaumont Unified School District as the Certificate Holder, using the DISTRICT address of 350 W. Brookside Avenue, Beaumont, CA 92223. *No services shall commence until all insurance documents are received and approved by the DISTRICT's Business Services Division. Please note the DISTRICT may require increased coverage due to nature of event and/or services.*

- General Liability (GL):** A minimum of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate using an occurrence form; the Beaumont Unified School District, its Board, officers, agents and employees shall be included as Additional Insured either by specific endorsement naming these parties or a blanket additional insured endorsement.
- Proof of Coverage for Cyber Liability:** A minimum of \$2,000,000.00, \$2,000,000.00 aggregate.

*DISTRICT/Site staff will fill out the table below:*

DETAILED DESCRIPTION OF EVENT/ACTIVITY: <b>Photographer for Student Photos</b>
SCHOOL SITE/LOCATION OF EVENT: <b>Palm Innovation Academy, 751 Palm Avenue, Beaumont, CA 92223</b>
DATE & TIME: <b>TBD</b>
CONSULTANT/VENDOR NAME AND CONTACT INFORMATION: <b>Darcy Walls Photography - memoriesbydarcy@yahoo.com / 951-830-3908</b>
EVENT/ACTIVITY SPONSOR (District, Club, etc.) <b>Student Photos</b>
CIVIC PERMITS ID#

  
 \_\_\_\_\_  
**CONSULTANT/VENDOR SIGNATURE (PRESIDENT/AUTHORIZED SIGNER)**

Darcy Walls, Photographer

\_\_\_\_\_  
**PRINTED NAME & TITLE**

**9-10-24**

\_\_\_\_\_  
**DATE**



# Palm Innovation Elementary 2024 Fall Pictures!



\*Grades 3-5

Tuesday

September

\*Grades TK-2

Wednesday

September

Mak-up Picture Day

Wednesday

October

## A. Package

2 8x10  
2 5x7  
4 4x5  
8 wallets

GROUP PHOTO

IND. DIGITAL DOWNLOAD  
WITH PRINT RELEASE

\$58

## B. Package

1 8x10  
2 5x7  
4 4x5  
8 wallets

GROUP PHOTO

\$40

## C. Package

1 5x7  
2 4x5  
8 wallets

GROUP PHOTO

\$35

## D. Package

1 5x7  
4 wallets

GROUP PHOTO

\$20

## E. Package

GROUP PHOTO

(GROUP PHOTO  
ARE 8x10 SIZE)

\$15

## F. Package

IND. DIGITAL DOWNLOAD

~ MUST PROVIDE EMAIL

ON ORDER FORM ~

\$25

Additions can only be ordered with a purchase of any package

### Addition #1

1 - 10x13

\$25

### Addition #2

1 - 8x10

\$15

### Addition #3

2 - 5x7

\$15

### Addition #4

8 WALLETS

\$15

### Addition #5

2 PHOTO  
MAGNETS

\$15

### Addition #6

DOUBLE SIDED  
METAL PHOTO  
ORNAMENT

\$15

### Addition #7

METAL KEYCHAIN  
WITH PHOTO

\$15

### Addition #8

BASIC FACIAL  
RETOUCH

\$8

### Addition #9

STUDENT NAME  
ON WALLETS

\$5

### Addition #10

STUDENT NAME  
ON ALL PRINTS

\$10

PLEASE USE THE ORDER ENVELOPE PROVIDED FOR CASH AND CHECK PAYMENTS

VISIT PARENT SQUARE TO ORDER ONLINE WITH DEBIT/CREDIT @EVENT URL:

[HTTPS://MYPROIMAGES.COM/DARCY-WALLS-PHOTOGRAPHY/CODE/](https://myproimages.com/darcy-walls-photography/code/)



**BEAUMONT UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**  
**(UNDER \$5,000.00)**

**THIS AGREEMENT** (“Agreement”) is made effective on September 25, 2024 (date) by and between Susan Turley, The Art Barn hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

**RECITALS**

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

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

**AGREEMENT**

- 1. In consultation and cooperation with the District, the Consultant shall provide the professional services described herein (the “Services”) consistent with acceptable industry standards or better.  
The Services are described in further detail:
  - In the 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 25, 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 \$ N/A per hour, for a total cost not to exceed \$2,160.00 --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.  
 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.





**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

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# THE ART BARN

## SUSAN HEINRICH

37225 Goodie Lane  
Cherry Valley CA 92223  
909-633-0417



---

School, Private, & Birthday Parties  
WE WOULD LOVE TO COME TO YOU!

We go to schools all around the inland empire and desert areas. The class includes step-by-step instruction and we bring all the supplies to complete each painting. Class sizes can range from 50-150 painters.

We offer 3 types of events for your private party:

Adult/staff team building

- 11x14 canvas
- 2 to 2.5 hours
- \$25 each
- 25 painter minimum

Student daytime session

- 50 or more painters
- 11x14 canvas
- 1 to 1.5 hours
- \$12 for each painter

After School Family Paint session

- 50 or more painters
- 11x14 canvas
- 1 to 1.5 hours
- \$12 for each painter
- ages 4 and up

Information for paint kits available with step-by-step video link and all supplies are included...  
(special schools only pricing)

\$17  
Predrawn Canvas  
Brushes  
Paint  
Plate  
Napkin  
Disposable apron  
Reference photo  
Color mixing chart  
Step-by-step video link  
Adult Private Paint Parties  
12x16 Canvas  
\$35 per person prepaid  
10 painter minimum

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**BEAUMONT UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**  
**(UNDER \$5,000.00)**

**THIS AGREEMENT** (“Agreement”) is made effective on September 25, 2024 (date) by and between Dairy Council of California 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 25, 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 \$ N/A per hour, for a total cost not to exceed N/A --or-- for a lump sum of \$ 0.00 --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.





**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

Join the World School Milk Day celebration on September 25th. Learn more today! → X

Home | Products + Activities | Programs + Services | Farm-to-School | Mobile Dairy Classroom | What To Expect

## What to Expect

Find out what to expect when the Mobile Dairy Classroom visits your whole school.



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### Check Availability for FREE Assembly

If your elementary school is in California and you would like a **FREE** visit from the Mobile Dairy Classroom, please visit our [online scheduler](#).

## Request the Mobile Dairy Classroom

If your school is located out of our regular travel zones, **virtual assembly options** are available for you.

### What should you and your students expect to see?

- The Mobile Dairy Classroom Assembly brings agriculture right to your school teaching students new vocabulary, the anatomy of a cow, how milk goes from the cow to the table, and the importance of healthy eating and physical activity.
- There will be two 45-minute assemblies:
  - 45 minutes for lower elementary grades, K-3, focusing on vocabulary, life cycles and anatomy concepts
  - 45 minutes for upper elementary grades, 4-6, explaining the ruminant digestive system, lactation cycle, agriculture technology and milk processing with proper vocabulary
- The cow stays in her classroom trailer for the whole assembly.
- The assembly is an outdoor event and will take place in the morning, so make sure your students bring jackets if the weather is cool.
- Chairs are not recommended.
- This assembly is intended for **whole school** participation.



To help your students get the most out of the assembly, **download activities for your students to do before and after the assembly.** Enjoy!



## Requirements

The assembly must be held in the morning and in an outdoor area that can accommodate a 35-foot truck and trailer combination. No electricity is needed.

**Please note the Mobile Dairy Classroom assembly is only available in California.**

If you have any questions, please contact [MDC@HealthyEating.org](mailto:MDC@HealthyEating.org).



## Learn About the History of the Mobile Dairy Classroom

The free assembly has been in operation for over 100 years.

[Watch here](#) →

“ Thank you so much for the opportunity for our students to experience “a real cow” as they said!  
... It was a wonderful experience for all! ”

Kelly Freitas, Santa Cruz

---



**Mobile Dairy  
Classroom**  
brought to you by



## Connect Agriculture and Healthy Choices for Students

Our instructors combine their passion for nutrition education and love of agriculture in their work.

**Request Free Assembly**



**BEAUMONT UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**  
**(UNDER \$5,000.00)**

**THIS AGREEMENT** (“Agreement”) is made effective on September 25, 2024 (date) by and between Family Time Treats 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 25, 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 \$ N/A per hour, for a total cost not to exceed \$1,500.00 --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

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  - c. Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of Consultant, or any person, firm or corporation employed by Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including Indemnitees, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of Indemnitees.
  - d. Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against Indemnitees on account of or founded upon any of the causes, damages or injuries identified in this Section 9 and shall pay or satisfy any judgment that may be rendered against Indemnitees in any action, suit or other proceedings as a result thereof.
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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.



**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

Family Time Treats  
11231 Vardon Street  
Beaumont, CA 92223  
(951)306-7036

# Quote

Quote 090624  
Date: September 6, 2024

Company: Summerwind  
Project / Work: DJ, lights, music, etc...

Contact Name: Gary Williams  
Contact Number: 951-306-7036

Description of Work	Qty / Hrs	Unit Price	
DJ services flat rate (includes DJ, music, lights, and speakers) per event		\$350	\$350
Grand Total			\$350.00

## Payment Terms

**Make payable to  
Gary Williams**

Approved by: \_\_\_\_\_

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

For: \_\_\_\_\_

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



**BEAUMONT UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**  
**(UNDER \$5,000.00)**

**THIS AGREEMENT** (“Agreement”) is made effective on September 25, 2024 (date) by and between Kona Ice of Moreno Valley 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 25, 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 \$ N/A per hour, for a total cost not to exceed \$2,500 --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.
    - 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.



**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

KONA ICE OF MORENO VALLEY  
Steve & Cheryl Gneckow  
([sc.gneckow@gmail.com](mailto:sc.gneckow@gmail.com)): OR ([sc.gneckow@kona-ice.com](mailto:sc.gneckow@kona-ice.com))  
(951-525-KONA) 5662



DISCOUNTED KONA PKGS FOR SCHOOLS (for Incentives & Rewards:  
Academic Goals, PBIS, Good Attendance, etc.)

(Effective July 1, 2024 - June 30, 2025)

**We are 'Smart Snack Approved'!**

**NOTE:** Event Dates are NOT considered Confirmed until we Receive a Purchase Order to Guarantee Payment in a timely manner.

Classic Konas ('shaved ice') are \$5/ea, but are Discounted by Volume by 20% Or More for Schools, & based on 1 HR Serving Time. Add'l HRs of Labor (Over 1 HR) may be Added to the Total.

\$400 FLAT RATE = UP TO 100 Konas (20%);	(+\$3.50/Add'l Cups OVER 100) = 30%
\$800 FLAT RATE = UP TO 200 Konas (20%);	(+\$3.50/Add'l; Cups OVER 200) = 30%
\$1,200 FLAT RATE = UP TO 300 Konas (20%);	(+\$3.50/Add'l Cups OVER 300) = 30%
\$1,600 FLAT RATE = UP TO 400 Konas (20%);	(\$3.50/Add'l Cups OVER 400) = 30%
\$2,000 FLAT RATE = UP TO 500 Konas (20%);	(+\$3.00/Add'l Cups OVER 500) = 40%





# KONA ICE<sup>®</sup>

# FRUIT FIRST

# KONA ICE<sup>®</sup>

# FRUIT FIRST

## Nutrition Facts

Cup Size 8 oz (Based on 1 oz of Fruit First)

Amount Per Serving

Calories 15

Calories of Fat 0

% Daily Value\*

Total Fat (g) 0g

Cholesterol 0mg

Sodium 10mg

Total Carbohydrates 4g

Dietary Fiber 0g

Sugars (g) 3g

Vitamin C 5mg

6%

\*Percent daily values based on a 2,000 calorie diet  
Sugar-free and dye-free flavors are available by request.

WE ARE  
**SMART  
SNACK**

**APPROVED**

## Nutrition Facts

Cup Size 8 oz (Based on 1 oz of Fruit First)

Amount Per Serving

Calories 15

Calories of Fat 0

% Daily Value\*

Total Fat (g) 0g

Cholesterol 0mg

Sodium 10mg

Total Carbohydrates 4g

Dietary Fiber 0g

Sugars (g) 3g

Vitamin C 5mg

6%

\*Percent daily values based on a 2,000 calorie diet  
Sugar-free and dye-free flavors are available by request.

WE ARE  
**SMART  
SNACK**

**APPROVED**



With fruit as our first ingredient, we are Smart Snack compliant according to the USDA's "All Foods Sold in Schools" Standards. In fact, we far exceed the expectations. For more information, check out the Nutrition Facts above.

With fruit as our first ingredient, we are Smart Snack compliant according to the USDA's "All Foods Sold in Schools" Standards. In fact, we far exceed the expectations. For more information, check out the Nutrition Facts above.

Calories & Nutrition Facts are based on 1 oz FLAVORING. A typical serving Averages 3 oz. FLAVORING/Cup.

We ALWAYS serve 'Fruit First' blends During School (for Special Events) or Within 1 HR After Dismissal.

Calories & Nutrition Facts are based on 1 oz FLAVORING. A typical serving Averages 3 oz. FLAVORING/Cup.

We ALWAYS serve 'Fruit First' blends During School (for Special Events) or Within 1 HR After Dismissal.



**KONA ICE OF MORENO VALLEY**

951.525.KONA | [sc.gneckow@kona-ice.com](mailto:sc.gneckow@kona-ice.com)  
[www.kona-ice.com](http://www.kona-ice.com)

**KONA ICE OF MORENO VALLEY**

951.525.KONA | [sc.gneckow@kona-ice.com](mailto:sc.gneckow@kona-ice.com)  
[www.kona-ice.com](http://www.kona-ice.com)



# SUMMIT K12

## Summit K12 Quotation Form

Quotes are valid 90 days from Creation Date

(If purchase request is dated on or before the above date, then quote price is valid and honored)

Created Date	8/20/2024	Quote Number	00010480
Subscription End Date	6/30/2025	Account Name	Beaumont Unified School District
		Contact Name	Benisha Carr
		Email	bcarr@beaumontusd.k12.ca.us

Summit K12  
 PO Box 26841, Austin, TX 78755  
 P: 844-331-4737 | Fax: 866-490-8158 | orders@summitk12.com

Prepared By      Andrea Madrid  
 Email              andrea.madrid@summitk12.com

Product	Product Code	Sales Price	Quantity	Total Price
CA ELD Mastery C2L LS RW Language Foundation Skills - 30-149	9781433408243	\$39.95	45	\$1,797.75
CA ELPAC C2L District Admin - Connect to Literacy English Language Development	9781616184124	\$50.00	3	\$150.00
CA ELPAC C2L Teacher - Connect to Literacy English Language Development	9781616184117	\$30.00	3	\$90.00
Professional Development - C2L ELPAC Custom PD - 3 Hours/Single Session - Online	PD1319	\$995.00	1	\$995.00
Professional Development - C2L ELPAC Parent Orientation - Online	PD1337	\$395.00	1	\$395.00
Professional Development - C2L ELPAC School-based Follow-up - Online	PD1334	\$395.00	1	\$395.00
	<b>Total Price</b>	<b>\$3,822.75</b>		

### Professional Development

Up to 30 participants for online and 50 participants for on-site PD sessions.

Online PD - a minimum of 5 days in advance of PD date is required if you wish to reschedule, otherwise the full PD fee will be charged.

On-site PD - a minimum of 14 days in advance of PD date is required if you wish to reschedule, otherwise the full PD fee will be charged.

PD dates must be scheduled & delivered prior to the Subscription End Date. There will be no refunds for unused PD sessions.

### TERMS and CONDITIONS

#### How to Order

- Via email at orders@summitk12.com

#### [Privacy Policy](https://www.summitk12.com/privacy-policy)

<https://www.summitk12.com/privacy-policy>

Summit K12 Holdings, Inc: Federal Tax ID # 47-2584101.

#### [Guarantee Information](https://www.summitk12.com/guarantee-information)

<https://www.summitk12.com/guarantee-information>

#### Prices

- Prices applicable only within the US, its possessions, & its outlying areas.
- All prices are in US funds.
- Payment must be in US funds only.

#### Terms

- Net 30 days, subject to credit approval

## Field Placement Affiliation Agreement Between GCU and Beaumont Unified School District

1. **PARTIES:** This Agreement (the “Agreement”) is entered into on this 9/25/2024 day by and between Grand Canyon University (“GCU”) and Beaumont Unified School District located at 350 Brookside Ave., Beaumont, CA 92223 hereafter referred to as the (the “District”).
2. **PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which candidates of GCU may participate in College of Education (“COE”) Practicum/Field Experience, Student Teaching, Educational Administration Internships, or College of Humanities and Social Sciences (“CHSS”) School Counseling (SC) Practicum/Internships at the schools located in the District.
3. **TERM:** The term of this Agreement begins 9/25/2024 and ends 9/25/2027.
4. **Roles & Definitions:**
  - **Candidate:** The Candidate is defined as the student who is actively enrolled in a COE or CHSS program of study who works to fulfill all Practicum/Field experience, Student Teaching, Educational Administration Internships, or SC Practicum/Internships.
  - **Mentor:** The Mentor is defined as the teacher/educator hosting the COE or CHSS candidate in practicum/field experiences or educational administration internships.
  - **Cooperating Teacher:** The COE Cooperating Teacher (the “CT”) is defined as the teacher in whose classroom the candidate is placed in to complete the student teaching experience. The CT must be certified, endorsed, and/or licensed as a teacher.
  - **School Counseling (“SC”) Site Supervisor:** The SC Site Supervisor is defined as the clinical site supervisor in whose supervision the Candidate is placed to complete the practicum/internship field experience expectations for school counselors in training (“SCITs”). The SC Site Supervisor must meet the requirements as outlined in the Graduate Field Experience Manual.
  - **GCU Faculty Supervisor:** The GCU Faculty Supervisor is defined as the GCU approved supervisor who has oversight responsibility for the evaluation of the candidate during Student Teaching or SC Practicum/Internships.
  - **Practicum/Field Experience:** Practicum/field experiences are field-based learning opportunities that focus on observation, application, and reflection. Practicum/field experiences require the candidate to observe and interact in diverse, real-life educational settings, and to apply the theories and concepts learned in program coursework.
  - **Student Teaching:** Student teaching is the capstone experience at the end of the initial teacher licensure program that provides candidates with the opportunity to demonstrate mastery of knowledge and skills in a classroom setting. During the 15/16-week experience, dependent on program of study.
  - **Educational Administration Internships:** Educational Administration Internships are field-based learning opportunities for candidates enrolled in an Educational Administration program leading to principal licensure under the direct supervision of a certified school administrator.
  - **School Counseling (“SC”) Practicum/Internships:** SC Practicum/Internships are field-based learning opportunities for candidates enrolled in school counseling programs leading to initial licensure under the direct supervision of a certified school counselor.
5. **RESPONSIBILITIES OF THE DISTRICT:**
  - 5a. The District shall provide participating candidates with field placement experiences in a school of the District under direct supervision of a host teacher (“Cooperating Teacher”), host mentor

("Mentor"), or SC Site Supervisor that meets the minimum GCU qualification requirements as outlined in the applicable program manual (See Appendices).

**5b.** The District shall ensure that the Cooperating Teacher/Mentor/SC Site Supervisor provides oversight, feedback and mentoring to GCU's participating candidates. Cooperating Teacher/Mentor/SC Site Supervisor expectations are outlined in the applicable program manual. (See Appendices.)

**5c.** The District shall provide the participating candidate prior to the start of the field placement with any District policies and procedures to which the candidate is expected to adhere to during the candidate's field placement while on District premises.

**5d.** The District shall allow a GCU faculty supervisor (the "GCU Faculty Supervisor") virtual and/or in-person access to the host school and classroom for the specific purpose of observing the participating candidate or consulting with the SC Site Supervisor.

**5e.** The District shall through the involvement of the Cooperating Teacher/Mentor/SC Site Supervisor, communicate with the GCU Faculty Supervisor and candidate to provide feedback on the candidate's performance which will be used by the GCU Faculty Supervisor for completion of the candidate's formal evaluation.

**5f.** Both parties agree that if the candidate should fail to meet either the University's competencies or the District's performance criteria during the course of the program, the candidate may be dismissed by either party upon written notification to the other party and the candidate. Retention and dismissal decisions will be collaborative between the University and the District at a meeting prior to grades being determined. The final decision on retention or dismissal will be at the discretion of the District. A determination regarding the candidate's continuation in the University's teacher preparation program will be at the discretion of the University.

**5g.** The District shall provide participating candidates with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.

**5h.** The District shall promptly and thoroughly investigate any complaint by any participating candidate or GCU regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify GCU of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

**5i.** The District shall support the candidate in compliance with all policies of GCU that pertain to this Agreement as outlined in the University Policy Handbook and applicable program manuals. Please refer to the program manuals regarding recording, virtual services, and informed consent requirements(see Appendices).

**5j.** The District shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

**6. RESPONSIBILITIES OF GCU:**

**6a.** GCU shall not provide compensation to Mentors or SC Site Supervisors hosting candidates for Practicum/Field Experiences, Educational Administration Internships, SC Practicum/Internships, or Student Teaching in the instance where the candidate is employed as a full-time teacher of record.

**6b.** GCU shall pay a \$500 stipend to Cooperating Teachers hosting student teaching candidates per each 15/16-week session of full-time service. Longer or shorter sessions will be paid on a pro-rated basis.

**6c.** GCU shall pay the stipend upon the completion of the student teaching semester provided all paperwork has been submitted.

**6d.** GCU shall provide a GCU Faculty Supervisor for candidates completing the student teaching, SC practicum/internships or educational administration internships to evaluate a candidate's performance through virtual and/or in-person observations. The GCU Faculty Supervisor will meet requirements and expectations as outlined in the applicable program's handbook.

**6e.** GCU certifies pursuant to Education Code, Section 45125.1, that a criminal FBI & DOJ fingerprint clearance check has been conducted on all candidates prior to assignment with the District and that no candidates have been convicted of a serious or violent felony, as specified in Education Code, Section 45122.1 and Penal Code Sections 1192.7(c) and 667.5(c), or any other prohibited offense. GCU certifies that if a candidate providing services to the District is subsequently convicted or pleads no contest to any crime listed in this section, GCU will immediately notify the District and immediately terminate the candidate's assignment with the District. The District reserves the right to request for all candidates placed within the District to complete at their sole expense an additional FBI & DOJ Fingerprint Clearance for the District.

**6f.** GCU certifies that all students have provided proof of negative tuberculosis to GCU prior to assignment with the District.

**6g.** GCU shall promptly and thoroughly investigate any complaint by any participating candidate or the District regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

**6h.** GCU shall support the candidate in compliance with all policies of District that pertain to this Agreement as outlined in policy handbook and applicable program manuals.

**6i.** GCU shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

**7. CANDIDATE COMPLIANCE WITH GCU AND DISTRICT POLICIES and PROGRAMMATIC HANDBOOKS:**

Candidates accepted to the District for field placement shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of candidates to the District, GCU will advise candidates of any specific requirements that must be met to participate in the applicable field placement. These specific requirements are outlined in the applicable program manual. (See Appendices.) Failure to complete the requirements will result in non-placement of candidates. GCU shall also comply with all District policies, rules, and regulations while on site; no smoking in compliance of California Health and Safety Code 104420, DISTRICT's Board Policy, BP3513.3, and appropriate behavior, including the use of offensive language as cited in California Education Code 44810, 44811, and the DISTRICT's Board Policy AR3515.2 (a).

- 8. PAID POSITIONS/EMPLOYMENT:** GCU does not solicit, source, or guarantee paid opportunities or employment for candidates. GCU may allow a candidate to maintain a paid position during Student Teaching or SC Practicum/Internship if deemed appropriate by the District and the role is in alignment to the candidate's university program of study, setting and coursework requirements and desired certification. The candidate must have an appropriately certified mentor/Cooperating Teacher/SC Site Supervisor available at the school site. Candidates requesting to hold a paid position must complete additional documentation that requires written approval from the District. Requests to student teach or SC practicum/internship in a paid position are reviewed by the applicable College on a case-by-case basis and are not guaranteed.

**9. INSURANCE AND LIABILITY**

**9a. College of Education (Practicum/Field Experience, Student Teaching, Educational Administration Internships):** GCU shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement (see marked box(s) for requested insurance), and issue the Beaumont Unified School District the certificate(s) and endorsement(s), naming the Beaumont Unified School District as the Certificate Holder, using the address of 350 W. Brookside Avenue, Beaumont, CA 92223. No services shall commence until all insurance documents are received and approved by the District's Business Services

Division. Please note the District may require increased coverage due to nature of event and/or services:

- Commercial General Liability (Minimum Requirements):  
Limits of Liability:  
\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury/Advertising Injury  
\$5,000 Medical Payments  
Coverage:  
Premises/Operation Liability  
Medical Payments Liability  
Contractual Liability  
Personal Injury Liability  
Independent Contractors
- Professional Liability, as related to Educational Services:  
Limits of Liability:  
\$1,000,000 Each wrongful act  
\$2,000,000 Aggregate
- Automobile Liability:  
Limits of Liability:  
\$1,000,000 Combined Single Limit
- Sexual Abuse or Molestation Liability:  
Limits of Liability:  
\$1,000,000 Each  
\$2,000,000 Aggregate
- Proof of Coverage for Worker's Compensation:
- Workers' Compensation including statutory coverage as required by the State of California and including Employers' Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.

**9b. College of Humanities and Social Sciences (CHSS) School Counseling:** Each candidate will be required to provide proof of his/her own professional liability insurance in the amounts of \$1,000,000 per claim/\$3,000,000 aggregate to the GCU field experience office.

- Commercial General Liability (Minimum Requirements):  
Limits of Liability:  
\$1,000,000 Combined Single Limit  
\$2,000,000 General Aggregate  
\$1,000,000 Products Aggregate  
\$1,000,000 Personal Injury  
\$5,000 Medical Payments  
Coverage:  
Premises/Operation Liability  
Medical Payments Liability  
Contractual Liability  
Personal Injury Liability



**10. FERPA:** GCU and the District agree to protect the candidate's and/or student's educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g ("FERPA") and any applicable policy of GCU and the District. To the extent permitted by law, GCU and the District may share information from a candidate's and/or student's educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share educational records with any third party without the candidate's and/or student's prior written consent.

**11. CONFIDENTIALITY:** GCU shall inform each participating candidate of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating candidate of any applicable State law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher, Mentor, or SC Site Supervisor that they are bound to maintain in confidence, any documents or other confidential information about the participating candidate and GCU to which they might have access. Any breach of confidentiality by a participating candidate, Cooperating Teacher, Mentor, or SC Site Supervisor shall be grounds for immediate termination of the field placement.

**12. INDEMNIFICATION AND HOLD HARMLESS:** GCU agrees to indemnify, hold harmless, and defend the District, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the District because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the University, its agents or employees.

The District agrees to indemnify, hold harmless, and at the University's request, defend the University, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents or employees.

**13. USE OF MARKS AND LOGOS; RIGHT OF PUBLICITY:** The District hereby grants GCU the right and license to publish and/or use District's logos or trademarks for all purposes connected with the promotion of the Agreement. Notwithstanding the foregoing license, District shall retain all right, title, and interest in and to

District's logos and trademarks. District shall allow GCU to publicize District, the Agreement and the related programs in all advertising, publicity, and promotion, including GCU websites, and social media. GCU's right to utilize District's logos and trademarks and right of publicity will survive the termination or expiration of this Agreement for a reasonable period of time until GCU is able to revise and update such materials, websites, and social media.

**14. ASSIGNMENT:** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors of the parties hereto. Neither this Agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.

**15. NOTICES:** Notices under this Agreement shall be in writing and mailed electronically, or delivered to the parties as follows:

**Grand Canyon University**

COE/CHSS Affiliations

[COEAffiliations@gcu.edu](mailto:COEAffiliations@gcu.edu)

Subject: Beaumont Unified School District Affiliation Agreement Notification

**School/District Information**

Beaumont Unified School District

350 Brookside Ave.,

Beaumont, CA 92223

**16. MODIFICATION OF AGREEMENT:** This Agreement may be modified only by written amendment executed by both parties.

**17. TERMINATION:** Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement.

**18. PARTNERSHIP/JOINT VENTURE/EMPLOYMENT:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. Candidates are not employees, independent contractors, or agents of GCU. The relationship between candidates and the District shall be determined by the District according to its policies and agreements with the candidates.

**19. INDEPENDENT CONTRACTOR:** The relationship between Cooperating Teachers (hosting College of Education student teachers) and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of their own state and federal income tax and self-employment tax as applicable.

**20. NONDISCRIMINATION:** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or candidates because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

**21. GOVERNING LAW:** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Arizona, without giving effect to its conflict of laws rules. Any dispute, controversy, or claim arising out of or in connection with this Agreement shall be settled by confidential arbitration under the Rules for Commercial Arbitration of the American Arbitration Association, by one arbitrator reasonably familiar with the business pertaining to the services covered by the Agreement, appointed in accordance with such Rules. The arbitrator shall apply the laws of the State of Arizona to the merits of any dispute or claim. Judgment on the award entered by the arbitrator may be entered in any court having jurisdiction thereof.



In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

**Grand Canyon University**

By:   
Signature

Name: Dr. Meredith Critchfield

Title: Dean, College of Education

Date: 8/29/2024

By: *Dr. Anna Edgeston*  
Signature

Name: Dr. Anna Edgeston

Title: Assistant Dean of College of Humanities and Social Sciences

Date: 8/29/2024

**Beaumont Unified School District**

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

Name: Carmen Ordonez

Title: Director of Fiscal Services

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

## Appendices

### GCU University Policy Handbook (UPH)

[University Policy Handbook](#)

### College of Education (COE) Appendix

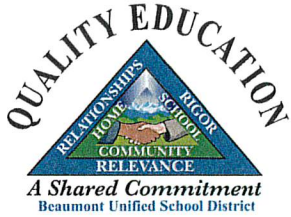
[clinical-field-experience-handbook-all-programs.pdf \(gcu.edu\)](#)

[student-teaching-manual-all-programs.pdf \(gcu.edu\)](#)

[master-education-admin-internship-manual \(1\).pdf \(gcu.edu\)](#)

### College of Humanities and Social Sciences (CHSS) Appendix

[College-of-Humanities-and-Social-Sciences-Graduate-Field-Experience-Manual\\_9.1.2023.pdf \(gcu.edu\)](#)



Beaumont Unified School District  
350 Brookside Ave  
Beaumont, California 92223

**SPECIAL EDUCATION VOCATIONAL EDUCATION PROGRAM  
AGREEMENT FOR AFFILIATION**

This Agreement, made and entered into this 21 day of August, 2024, by and between DISTRICT, Beaumont Unified School District, hereinafter referred to as the "DISTRICT," and the Beaumont Unified School District's, hereinafter referred to as BUSD, and Do It Best Hardware hereinafter referred to as the "VENDOR";

**WITNESSETH:**

WHEREAS, the VENDOR has facilities located at 1538 E. 6th Street  
Beaumont CA 92223 which it is willing to make available to the BUSD at no cost, for use in the work training of BUSD participants, for the period beginning September, 2024, through July 3, 2025.

WHEREAS, the DISTRICT is authorized by law to maintain and does maintain the BUSD Work Experience Program,

NOW, THEREFORE, it is agreed by and between the parties hereto that in consideration of the learning experience obtained by the participants, the VENDOR does hereby agree to provide facilities for work training experience for Work Experience participants from the DISTRICT.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties hereto that:

1. VENDOR hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance therewith.
2. The participants will be subject to the rules and regulations of the VENDOR during the hours they are in their facilities.
3. The VENDOR is responsible for ensuring that the duties given to the work experience participant are safe and within the limits of their abilities and knowledge.
4. The DISTRICT agrees to provide each participant with insurance coverage for Workers' Compensation.
5. Either party may discontinue this affiliation by giving written notice thirty (30) days in advance of the final date for termination of the affiliation.
6. INDEPENDENT CONTRACTOR: The VENDOR, while engaged in the performance of this contract, is an independent contractor, and is not an officer, agent or employee of the Beaumont Unified School District.
7. ASSIGNMENT OF CONTRACT: The VENDOR shall not assign the whole or any part of this agreement or any payment due or to become due hereunder, without the written consent of the

DISTRICT and all sureties who have executed bonds on behalf of the VENDOR in connection with this contract.

8. EQUAL EMPLOYMENT OPPORTUNITY The Beaumont Unified School District is an Equal Opportunity employer. We have developed and adopted a program to assure positive results, which means that discrimination in employment on the basis of race, creed, color, marital status, medical condition (cancer related), age, sex, or physical handicap is prohibited. This program applies to this contract.

9. HOLD HARMLESS: The VENDOR shall save, defend, hold harmless and indemnify the DISTRICT against any and all liability, claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the VENDOR, and subcontractor, or any employee, agent, or representative of the VENDOR or subcontractor

10. CHANGES: This Agreement may only be amended in writing by the mutual consent of the parties hereto, except that the DISTRICT may amend the contract to accomplish the below-listed changes:

- a. Administrative changes.
- b. Changes as required by law.

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

Beaumont Unified  
School District

Signed \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Date \_\_\_\_\_

Do It Best

VENDOR  
Signed \_\_\_\_\_  
Authorized Signature

THOMAS S KANTZAK  
\_\_\_\_\_  
Printed Name

Date 8/22/21





Beaumont Unified School District  
350 Brookside Ave  
Beaumont, California 92223

**SPECIAL EDUCATION VOCATIONAL EDUCATION PROGRAM  
AGREEMENT FOR AFFILIATION**

This Agreement, made and entered into this 21 day of August, 2024, by and between DISTRICT, Beaumont Unified School District, hereinafter referred to as the "DISTRICT," and the Beaumont Unified School District's, hereinafter referred to as BUSD, and Grocery Outlet hereinafter referred to as the "VENDOR";

WITNESSETH:

WHEREAS, the VENDOR has facilities located at 1575 E. Second St.  
Beaumont CA 92223 which it is willing to make available to the BUSD at no cost, for use in the work training of BUSD participants, for the period beginning September 1, 2024, through July 3, 2025.

WHEREAS, the DISTRICT is authorized by law to maintain and does maintain the BUSD Work Experience Program,

NOW, THEREFORE, it is agreed by and between the parties hereto that in consideration of the learning experience obtained by the participants, the VENDOR does hereby agree to provide facilities for work training experience for Work Experience participants from the DISTRICT.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties hereto that:

1. VENDOR hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance therewith.
2. The participants will be subject to the rules and regulations of the VENDOR during the hours they are in their facilities.
3. The VENDOR is responsible for ensuring that the duties given to the work experience participant are safe and within the limits of their abilities and knowledge.
4. The DISTRICT agrees to provide each participant with insurance coverage for Workers' Compensation.
5. Either party may discontinue this affiliation by giving written notice thirty (30) days in advance of the final date for termination of the affiliation.
6. INDEPENDENT CONTRACTOR: The VENDOR, while engaged in the performance of this contract, is an independent contractor, and is not an officer, agent or employee of the Beaumont Unified School District.
7. ASSIGNMENT OF CONTRACT: The VENDOR shall not assign the whole or any part of this agreement or any payment due or to become due hereunder, without the written consent of the

DISTRICT and all sureties who have executed bonds on behalf of the VENDOR in connection with this contract.

8. EQUAL EMPLOYMENT OPPORTUNITY The Beaumont Unified School District is an Equal Opportunity employer. We have developed and adopted a program to assure positive results, which means that discrimination in employment on the basis of race, creed, color, marital status, medical condition (cancer related), age, sex, or physical handicap is prohibited. This program applies to this contract.

9. HOLD HARMLESS: The VENDOR shall save, defend, hold harmless and indemnify the DISTRICT against any and all liability, claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the VENDOR, and subcontractor, or any employee, agent, or representative of the VENDOR or subcontractor

10. CHANGES: This Agreement may only be amended in writing by the mutual consent of the parties hereto, except that the DISTRICT may amend the contract to accomplish the below-listed changes:

- a. Administrative changes.
- b. Changes as required by law.

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

Beaumont Unified  
School District

Signed \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Date \_\_\_\_\_

Grocery Outlet  
VENDOR

Signed \_\_\_\_\_  
Authorized Signature

Ajia Schweigl  
Printed Name

Date 08/21/24



Spring 24  Fall 24

# STEP IT UP AGREEMENT

Running as ES/MS  ES # Students 900 SIU Ambassador: Michelle Riegsecker

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

▶    
State registered name FEIN

## School/Group

**School/Group Name:** Starlight Elementary School  
 New  Returning  Please include grade level of school as in: ES, MS, HS, Intermediate, K-8, etc.)

Address: 1510 Cougar Way City: Beaumont St. Ca Zip 92223

School Phone: (951) 456-1776 Principal: Yesenia Casillas Email: ycasillas@beaumontusd.k12.c

Sponsor: Saribel Hernandez Email: shernandez@beaumontusd.k12.ca.us Phone: \_\_\_\_\_

*\* If Parent Group, a 2nd name and email are required as well as Signature required at bottom of Contract agreement*

2nd Name \_\_\_\_\_ 2nd Email (not same as sponsor) \_\_\_\_\_

## Fundraising Program

**Program Choice:** Choose one **Notes** New SIU PLUS program (Beaumont Appr previous program

**STEP IT UP PROGRAM**

- Day of Awesomeness Celebration, with inflatables
- Day of Awesomeness Celebration, non-inflatables
- Step It Up Plus/Kidchella Celebration- Our field day with live DJ, Live entertainment +
- Massive Giveaway- No celebration, but lots of big ticket giveaways instead!
- Mighty Minds- No celebration, but an extra 10% in Steam Products for your school instead!
- Dream Team- No celebration, but an extra 10% in Sports Products for your school instead!

**Kick Off Date:** 9/23/24 **Time(s):** 7:45 - 10:00 - Exact times TBD

Kick off Format:  Assembly  Video  Other \_\_\_\_\_

**Golden Ticket** Turn in Days: 9/24 & 9/25 Grand Prize Drawing date: \_\_\_\_\_

GT prizes distributed at:  GT collections  Other: \_\_\_\_\_

Level prizing to be packed by (MGA, MM,GO only) Class  Alpha

**Event/Prize Date:** 11/12/24 **Times/Notes:** 7:45 - 12:00 - Exact times TBD

## Administrative

**Turn in Date (TID)** (End of Fundraiser, final date for collecting Cash/Checks at school: 10/8/24 last day of fundraiser, avoid Mondays) **Not accepting Cash/Cks**

Goals for this fundraiser?  Choose the **default** (Field Trips, student activities, innovative learning tools and more!)

Or (recommended!) list 2-3 specific goals by completing this sentence: We are raising funds for...

**Deadline for recording cash/checks into Admin site 3 school days after TID:** 10/11

**Profit Check Payable to:** Starlight Elementary  Parent Group  School/Organization  
This is your official registered name and the name that checks should be made payable to

Collecting donations by: **Elementary:**  Teacher  Other \_\_\_\_\_  
**Middle School:**  Homeroom  First Period  Other \_\_\_\_\_

**Notes:**



Reserved KO: 9/23/24

Reserved Event: 11/12/24



School/Group Name: Starlight Elementary



Michelle Riegsecker

SIU Ambassador

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

PROFIT PERCENTAGES BASED ON TOTAL DONATIONS RECEIVED

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

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

Step It Up Plus \$1 - \$29,999 = 50% profit; \$30,000 - \$49,999 = 55% profit; \$50,000+ = 60% profit

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

Please confirm that you agree to all checked boxes below

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

SIGNATURE \_\_\_\_\_ TITLE Director of Fiscal Services Email purchasing-ap@beaumontusd.k12.ca.us

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

Registered Parent Group Name \_\_\_\_\_  
Name Exactly as submitted to the state

FEIN \_\_\_\_\_  
Federal Employee ID Number

Sponsor 1: \_\_\_\_\_ Email: \_\_\_\_\_ Signature 1 \_\_\_\_\_

Step It Up Received

Date Signed:





**BEAUMONT UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**  
**(UNDER \$5,000.00)**

**THIS AGREEMENT** (“Agreement”) is made effective on September 25, 2024 (date) by and between Kona Ice Riverside hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

**RECITALS**

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

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

**AGREEMENT**

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

- In the 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 25, 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 \$ N/A per hour, for a total cost not to exceed N/A --or-- for a lump sum of \$ N/A --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum

amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile, workers’ compensation (as required by law), professional negligence, and general liability insurance, etc., materials, supplies, and taxes.

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

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

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

completed to date including any reports, drafts, electronic information, or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block on the last page of this Agreement. Facsimile or electronic mail notices shall be accepted.

8. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, "Indemnitees") from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:
- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's 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.
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:**

Kona Ice Riverside  
Name

\_\_\_\_\_  
Address, City, State and Zip

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

951-400-5662  
Phone

\_\_\_\_\_  
Fax

konaiceofhemet@gmail.com  
Email

**DISTRICT:**

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

\_\_\_\_\_  
CBO or Director of Fiscal Services

\_\_\_\_\_  
Date

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

To the 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



# IS COMING!

Beaumont Unified Cross Country Tourney  
Raising funds for Summerwind ASB!

**10/24/24 @ Beaumont HS**  
**9:00am-1:00pm**

**1**

**STEP 1: Choose Your Size**

\$6.00 Klassic, \$7.00 King, \$8.00 Color Changing, \$8.00 Kowabunga \$5 Refills

**2**

**STEP 2: Choose Your Flavor**

Tiger's Blood, Blue Raspberry, Groovy Grape, Island Rush, Monster Mango, Lucky Lime, Watermelon Wave, Strawberry'd Treasure, Ninja Cherry, Piña Colada



KLASSIC  
\$6.00

KING  
\$7.00

COLOR  
CHANGING  
\$8.00

KOWABUNGA  
\$8.00



follow us

**KONA ICE RIVERSIDE**

951.290.7428 | [twood@kona-ice.com](mailto:twood@kona-ice.com) | [www.kona-ice.com](http://www.kona-ice.com)

Kona Ice® is the most unique, fun, creative & community driven experience in the country. Check us out. Seriously. Go to [www.kona-ice.com](http://www.kona-ice.com).



**IS COMING!**

# 2024-2025 SCHOOL YEAR: FUNDRAISING WITH KONA ICE HAS NEVER BEEN EASIER!

For Elementary, Middle and High Schools, we show up to your event, sell our delicious shaved ice; as long as we hit a minimum, we'll cut you a check for 20% of our TOTAL sales (in 4-8 weeks)!

If for some reason we don't hit our minimum, we don't charge a fee or anything, so there's no risk to you. Qualifying minimums for givebacks are: 1-3 hours \$450, 4-5 hours \$550 and 6 hours \$650. We'd love to partner with your school!



**KLASSIC**

\$6.00



**KING**

\$7.00



**COLOR  
CHANGING**

\$8.00



**KOWABUNGA**

\$8.00

**FLAVORWAVE**



**KONA ICE RIVERSIDE**

951.290.7428 | [twood@kona-ice.com](mailto:twood@kona-ice.com) | [www.kona-ice.com](http://www.kona-ice.com)

# KONA ICE<sup>®</sup>

# FRUIT FIRST

# KONA ICE<sup>®</sup>

# FRUIT FIRST

## Nutrition Facts

Cup Size 8 oz (Based on 1 oz of Fruit First)

Amount Per Serving

Calories 15

Calories of Fat 0

% Daily Value\*

Total Fat (g) 0g

Cholesterol 0mg

Sodium 10mg

Total Carbohydrates 4g

Dietary Fiber 0g

Sugars (g) 3g

Vitamin C 5mg

6%

\*Percent daily values based on a 2,000 calorie diet  
Sugar-free and dye-free flavors are available by request.

WE ARE  
**SMART  
SNACK**

**APPROVED**

## Nutrition Facts

Cup Size 8 oz (Based on 1 oz of Fruit First)

Amount Per Serving

Calories 15

Calories of Fat 0

% Daily Value\*

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Sugars (g) 3g

Vitamin C 5mg

6%

\*Percent daily values based on a 2,000 calorie diet  
Sugar-free and dye-free flavors are available by request.

WE ARE  
**SMART  
SNACK**

**APPROVED**



With fruit as our first ingredient, we are Smart Snack compliant according to the USDA's "All Foods Sold in Schools" Standards. In fact, we far exceed the expectations. For more information, check out the Nutrition Facts above.

With fruit as our first ingredient, we are Smart Snack compliant according to the USDA's "All Foods Sold in Schools" Standards. In fact, we far exceed the expectations. For more information, check out the Nutrition Facts above.

Calories & Nutrition Facts are based on 1 oz FLAVORING. A typical serving Averages 3 oz. FLAVORING/Cup.

We ALWAYS serve 'Fruit First' blends During School (for Special Events) or Within 1 HR After Dismissal.

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We ALWAYS serve 'Fruit First' blends During School (for Special Events) or Within 1 HR After Dismissal.



**KONA ICE OF MORENO VALLEY**

951.525.KONA | [sc.gneckow@kona-ice.com](mailto:sc.gneckow@kona-ice.com)  
[www.kona-ice.com](http://www.kona-ice.com)

**KONA ICE OF MORENO VALLEY**

951.525.KONA | [sc.gneckow@kona-ice.com](mailto:sc.gneckow@kona-ice.com)  
[www.kona-ice.com](http://www.kona-ice.com)

# CIMI Toyon Bay Agreement

GUIDED DISCOVERIES, INC.

Agreement #100-30445

This Contract was created August 23, 2024

## PROGRAM AGREEMENT

This CIMI Toyon Bay Agreement (this "Agreement"), dated as of 25th day, September, 2024 (the "Agreement Date") is entered into by and between San Gorgonio Middle ("Group") and Guided Discoveries, Inc. ("GDI").

WHEREAS, GDI operates CIMI Toyon Bay ("CAMP Program") at the camp site located at Catalina Island ("Site"); and

WHEREAS, Group desires to participate in the CIMI Toyon Bay Program on the dates set forth herein and upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. PROGRAM DATES:** The program dates for Group's participation in the CIMI Toyon Bay Program (the "Program Dates") shall be Friday, May 16, 2025 (the "Arrival Date") through Sunday, May 18, 2025 (the "Departure Date").

### **2. SCHOOL PARTICIPANTS:**

- i. Minimum Enrollment. Group must enroll at least sixteen (16) students and two (2) adult chaperones ("Chaperones"), of which one may be the Group Leader, to participate in the CAMP Program ("Minimum Enrollment"). If Group does not enroll to Minimum Enrollment, Group will be responsible for the full minimum tuition of the minimum enrollment (i.e. the applicable price for 16 students and 2 chaperones).
- ii. Activity Groups. GDI will assign students to CAMP Program Groups ("Program Groups") of no more than sixteen (16) students per Program Group, with at least one (1) designated Chaperone per Program Group. Additional Chaperones may be enrolled if space provides, and/or adult to student ratio is required beyond the limits of this Agreement. Group must ensure that Chaperones are able to supervise any and all genders.
- iii. Group Leader. In addition to the Chaperones designated to Program Groups, Group must designate one (1) additional Chaperone for the CAMP Program as the Group leader ("Group Leader") who will be available to supervise students but will not be assigned to any Program Group. Group Leader will not be charged tuition.
- iv. Estimated Participants. As of the Effective Date (as defined below), the number of estimated students and Chaperones that Group will enroll for the Program Dates is: 33 students and 4 Chaperones (collectively, the "Estimated Participants.")

### **3. PROGRAM COSTS:**

- i. Program Fees. Group shall pay GDI the following rates for the CIMI Toyon Bay Program (the "Program Fees"): (i) \$375.00 per student participant; (ii) \$0 for the Group Leader; (iii) \$187.50 for the Chaperone assigned to each Program Group; and (iv) for any additional Chaperones.

ii. Other Fees. Group shall pay GDI for additional fees incurred in connection with hosting the Camp Program, such as (but not limited to) commercially reasonable fees for: (i) Night Dive; (ii) Lunch on Arrival; (iii) loss of Deposit (i.e. the deposit amount applicable to the reduced participants); (iv) Cancellation Fees; (v) Any other incurred fees outside the scope of this Agreement, that may result in GDI incurring costs (boat transfer to/from Avalon, etc.). These fees will be included on the Final Invoice (as defined below).

#### 4. **HOLD PERIOD; DEPOSIT; EFFECTIVE DATE:**

i. Deposit Due Date. Group shall deliver to GDI a signed copy of this Agreement (including confirmation of the number of Estimated Participants) along with the Deposit (as defined below), no later than Tuesday, October 15, 2024 (“Deposit Due Date”).

ii. Hold Period. GDI shall hold space in the CAMP Program for the Estimated Participants of Group during the Program Dates for thirty (30) days after the Deposit Due Date (the “Hold Period”). If Group does not deliver to GDI a signed copy of this Agreement (including confirmation of the number of Estimated Participants) together with the full Deposit (as defined below) within the Hold Period, then GDI shall have the right to terminate this Agreement upon written notice to Group, at which point this Agreement shall have no further force or effect.

iii. Payments. To secure Group’s enrollment in the CIMI Toyon Bay Program, Group shall pay GDI a Deposit as follows by check or ACH/Wire transfer of immediately available funds. Credit Card payments are available, but Group will be assessed a 3.5% transaction fee. GDI will not accept prepayment for Final Balance.

Deposit: \$2,340.00.

Final Payment: Within 30 days following the Departure Date, GDI shall deliver to Group a Final Invoice (“Final Invoice”) for the balance of Program Fees and Other Fees due under this Agreement (“Final Payment”). The Final Payment shall be due, in immediately available funds, no later than thirty (30) days after the Departure Date. It is the signatory’s obligation to submit this invoice to the department, district, or administrator who is responsible for releasing funds. Delayed payment of your final balance may impact your ability to reserve dates in the future.

Late Fees: If the Final Payment, in immediately available funds, is not received by GDI within thirty (30) days after the Departure Date, GDI shall have the right to charge a ten percent (10%) late fee on the Final Payment amount, which fee may be compounded monthly until the outstanding balance is paid in full.

iv. Effective Date. The date on which GDI has received both (i) a copy of this Agreement signed by an authorized representative of Group; and (ii) the Deposit in full, shall be the effective date of this Agreement (the “Effective Date”).

#### 5. **ADJUSTMENT PERIOD, CANCELLATION; CHANGES AFTER ADJUSTMENT DATE:** Any changes that Group desires to make to the number of Estimated Participants after the Effective Date must be communicated to GDI promptly, in writing (letter or email), with confirmation of receipt.

i. Adjustment Period. Group shall have the ability to increase or decrease the Estimated Participants, with GDI written confirmation, on, or before Saturday, February 15, 2025 (“Adjustment Date”). Any additional Deposit amounts will be due along with a signed copy of the Adjustment Addendum (as hereinafter defined). Any Deposit amounts credited to Group will be shown on Final Invoice.

ii. Cancellation. Group shall be permitted to cancel this Agreement and Group’s participation in the CAMP Program only if (i) it notifies GDI of such cancellation prior to Arrival Date, and (ii) the Cancellation Addendum is fully

executed by Group and GDI. In the event of cancellation within thirty (30) days of the Deposit Due Date ("Free Adjustment Period"), GDI shall refund or rollover all the Deposit in full and Group shall have no further payment obligations under this Agreement. In the event of cancellation any time after the Free Adjustment Period, the entire Deposit shall be forfeited to GDI, subject to extension of the Free Adjustment Period for force majeure events. In the event of cancellation within thirty (30) days and up to the day before the Departure Date, Group shall incur an additional cancellation fee of \$50 per Participant, in addition to the loss of Deposit.

- iii. Reductions. If Group notifies GDI of a request to reduce the number of Group participants before the Adjustment Date, Group shall be permitted to request that GDI reduce the number of Estimated Participants without penalty and the total Program Fees shall be reduced accordingly. Any reductions of Estimated Participants (communicated to GDI after the Adjustment Date and up to thirty-one (31) days prior to Departure Date (regardless of the size of the reduction), shall be subject to loss of Deposit. Any reductions of Estimated Participants (communicated to GDI between thirty (30) days prior to and up to the day before Departure Date, shall incur an additional \$50 fee per Participant, in addition to loss of Deposit. Upon arrival to camp, any reduction in Estimated Participants shall incur an additional \$100 fee per reduced Participant, in addition to loss of Deposit.
- iv. Increases. Group may request increases to the number of Estimated Participants which may or may not be granted by GDI in its sole discretion. Any such increases shall be billed at the full rate for the applicable Program Fees and Other Fees. Additional Deposit amounts will be due at the time of increasing the number of Estimated Participants.

**6. TRANSPORTATION**: GDI contracts with Catalina Classic Cruises, a third party independent contractor, for transportation to and from our Catalina Island locations. Unless otherwise agreed to in writing, the cost of Group transportation between the Catalina Classic boat terminal and Site shall be paid for by GDI out of the Group's Program Fees. Any special transportation arrangements for Group on Catalina Island may result in additional charges, all at Group's sole cost and expense. Group shall be responsible, at its sole cost and expense independent from the Program Fees, for all transportation to/from the Catalina Classic Cruises boat terminal. Group assumes the risk of any liability resulting from transportation to or from Catalina Classic Cruises Terminal.

## **7. ADDITIONAL OBLIGATIONS OF GROUP:**

- i. Supervision. GDI shall provide Group with the "Chaperone Information" in the planning packet guide which contains program policies, guidelines, liability disclaimers, and suggestions for safety and fun. Prior to the Arrival Date, the Group Leader shall be responsible for (i) providing a copy and reviewing the Chaperone Information materials with the Chaperones and all other leaders from the Group and (ii) reviewing all guidelines contained in the Chaperone Information materials with all students participating in the CIMI Toyon Bay Program. Group agrees that all Chaperones (including the Group Leader) will be responsible for enforcing all guidelines and policies applicable to the CIMI Toyon Bay Program. Students who are not actively and directly involved in CIMI Toyon Bay Program activities for health, personal, behavior or other reasons, must be supervised by a Chaperone. GDI shall not be responsible for supervision of any student who is not part of a CIMI Toyon Bay Program group or activity. Students may not be left unattended or unsupervised by Chaperones regardless of why the student is not participating in the CIMI Toyon Bay Program. Group assumes the risk of any liability resulting from failing to supervise its Students.
- ii. Medications. Group and its Chaperones shall be solely responsible for storing and dispensing any medications needed by Group participants during the Program Dates. GDI will provide storage for all medications at school's request. All medication must be managed and dispensed by Chaperones. Group assumes the risk of any liability resulting from storing and dispensing any such medications during the Program Dates.



- iii. Condition of Camp Facilities and Equipment. Group agrees to leave the Camp facilities and equipment as clean and orderly upon departure as they were upon arrival. Group participants will sleep within the buildings/dorms/cabins as assigned by GDI. Non-assigned buildings shall not be used by Group. No tents or camping are allowed on the beach or outside the designated areas. In order to determine the condition of the Camp facilities and equipment, representatives of Group and GDI shall conduct a walk-through inspection prior to the Departure Date to identify any damage, graffiti, vandalism, or breakage (beyond normal wear and tear). Following the walk-through inspection, GDI shall provide Group with a statement listing any charges for such damage and Group agrees to pay GDI for all such charges upon written demand therefor.
- iv. Special Requirements. Group shall notify GDI at least ninety (90) days prior to the Arrival Date if Group has any participants with special requirements (e.g., mobility, unusual transportation arrangements, etc.) to determine whether GDI believes it is feasible to accommodate the special requirement. GDI will endeavor to accommodate the Group's requests; however, some circumstances may not lend themselves to a rustic camping environment, and GDI makes no guarantee that requested accommodations will be possible.
- v. Personal Equipment. GDI provides all necessary equipment for the CIMI Toyon Bay Program; participants should not bring any personal equipment to Camp, outside of those items listed on the Packing List in the Teacher Planning Packet, which is typically delivered within six weeks of the trip. If any Group participants bring personal equipment to Camp, such personal equipment may only be used in accordance with GDI policies. Group hereby assumes all risk of loss or damage to, or injury or death resulting from, any personal equipment which any of its participants bring to Camp.
- vi. Photo Release. Group agrees to allow the benefit of GDI to use a participant's voice, image, appearance, and/or photograph for any lawful purpose, including publicity, illustration, advertising, social media, and Website content. Group understands that no royalty, fee or other compensation shall become payable to participant or Group for such use.
- vii. Compliance with CIMI Toyon Bay Program Terms and Conditions. Group shall comply, and shall ensure that all Group participants comply, with all the terms and conditions set forth on Exhibit A attached hereto (the "CIMI Toyon Bay Program Terms and Conditions"), which may be amended by GDI by delivery to Group of an amended Exhibit A prior to the Arrival Date. The CIMI Toyon Bay Program Terms and Conditions are hereby incorporated into this Agreement.

**8. DISMISSAL:** GDI reserves the right to remove any student or Chaperone from the CIMI Toyon Bay Program with or without Group's consent at any time. Reasons may include, but are not limited to, behavior or health issues. Students who are removed from CIMI Toyon Bay Program may also be required to leave Camp and return to the mainland and must be accompanied by parent or Chaperone of the Group. Removal of a student or Chaperone will be dealt with on a case-by-case basis in GDI's sole discretion, and any costs incurred by CIMI Toyon Bay in connection with such dismissal shall be reimbursed by Group within thirty (30) days' of receiving a written invoice for such costs.

**9. COMMUNICABLE DISEASES:** Any participant of the CAMP Program that shows symptoms of chicken pox, measles, or any other communicable disease, including COVID-19, may, in GDI's sole discretion, be restricted from Camp Program participation and sent home at the earliest opportunity. Please do not bring any sick students or chaperones to the Camp Program. Fevers, flu, and colds are just an example. This policy is in consideration of the affected person's comfort and the health and well-being of the remaining students and Camp Program staff. If a student or Chaperone is to be removed from the Site, GDI may prorate Program Fees for such affected participant(s), as GDI deems appropriate.

**10. INSURANCE REQUIREMENTS:** GDI agrees to maintain a policy of comprehensive general liability insurance covering the CIMI Toyon Bay Program operations during the Program Dates with policy limits of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate.

Group shall procure and maintain, for the duration of the Program Dates, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of the "Group", their guests, agents, representatives, employees, or subcontractors.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence, with no exclusion or sublimit for abuse or participant liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. GDI will be named as Additional Insured and endorsements evidencing primary coverage from the Group shall be provided along with a waiver of subrogation.

#### Accident Insurance

All participants other than employees shall be covered by accident insurance with a minimum of \$25,000 for accidental medical expense.

#### Workers Compensation

Group shall also maintain a Workers Compensation policy, including a waiver of subrogation.

Group shall provide GDI a certificate of such insurance no later than thirty (30) business days prior to arrival. Further, any such policy maintained by Group shall include a provision requiring no less than thirty (30) days' notice prior to any modification, cancellation, or expiration of such policy.

Waiver of Subrogation. GDI and Group agree to have their respective insurance companies issuing insurance waive any rights of subrogation that such companies may have against GDI or Group, as the case may be. As long as such waivers of subrogation are contained in their respective insurance policies, or would have been contained in such insurance policies had the responsible party used commercially reasonable efforts to obtain such waivers and such waivers are routinely and customarily available, GDI and Group hereby waive any right that either may have against the other on account of policies of insurance required to be carried or maintained pursuant to this Agreement. If either party fails to carry the amounts and types of insurance required to be carried by it, such failure shall be deemed to be a covenant and agreement by such party to self-insure with respect to the type and amount of insurance which such party so failed to carry, with full waiver of subrogation with respect thereto.

**11. INDEMNIFICATION:** Group shall indemnify, defend and hold harmless GDI and its affiliates, and their respective employees, officers, directors, representatives, agents, successors and assigns from and against any and all damages, liabilities, claims, costs, expenses and attorney fees (collectively, "Losses") if such Losses directly or indirectly arise from or relate to the breach of any obligation of Group, its students, affiliates, invitees, licensees, agents, contractors, or Chaperones (collectively, "Group Parties") under this Agreement or any negligent or willful acts or omissions of the Group Parties while participating in, or in connection with, the CAMP Program.

**12. FORCE MAJEURE:** Neither party shall be liable to the other for failure to perform any of its non-monetary obligations under this Agreement during any time in which such performance is prevented by severe weather, fire, flood, or other natural disaster, pandemic, public health emergency, quarantine, communicable disease outbreak, war, embargo, riot, civil disobedience, or the intervention, requirements or order of any government authority, or any other cause outside of the reasonable control of the party so prevented, provided that such party uses its commercially reasonable best efforts to perform under this Agreement and provided further, that such party provides reasonable

notice to the other party of such inability to perform. If a force majeure event prevents the CAMP Program from proceeding as scheduled, GDI will exercise its commercially reasonable efforts to reschedule the Group. If alternative dates are provided and agreed upon, an addendum to this Agreement, with new Program Dates will be executed. If Group cannot agree upon provided alternate dates, all other cancelation clauses will take effect. Information regarding payment and monetary obligations can be found in Section 4.

**13. AMENDMENT; WAIVER:** This Agreement sets forth the final and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous courses of dealing, trade usage, agreements, understandings, and representations, whether oral or written, with respect thereto. This Agreement may only be modified by a written instrument duly executed by the parties. The failure or delay of any party to exercise any right, power or privilege under this Agreement or the failure to strictly enforce any breach or default, shall not constitute a waiver with respect to it. No waiver of any breach or default of the terms hereof shall (i) be effective unless in writing and signed by the waiving party or (ii) constitute a waiver of any other or future breach or default hereof.

**14. ASSIGNMENT; SUCCESSORS:** Group may not assign this Agreement or any of its rights or obligations hereunder to a third party without the prior written consent of GDI. The terms and provisions of this Agreement and the respective rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties, their respective legal heirs, successors, permitted assigns, licensees, and legal representatives.

**15. GOVERNING LAW; ATTORNEYS' FEES:** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any lawsuit brought in connection with this Agreement shall be brought exclusively in the state or federal courts sitting in California, the parties hereto waiving any claim or defense that such forum is not convenient or proper. In the event of any legal action or other proceeding arising in connection with this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' costs and fees incurred by such party in such action or proceeding from the non-prevailing party, including any post-trial or appellate proceeding relating thereto.


**16. NOTICES:** All notices, requests and other communications hereunder shall be in writing and shall be delivered by courier or other means of personal service or sent by email or mailed by certified or registered mail. Such communications shall be deemed given on the date of actual receipt or delivery as evidenced by written receipt, acknowledgment or other evidence of actual receipt or delivery to the address and must be sent to the respective parties at the addresses set forth opposite their signatures to this Agreement (or at such other address for a party as shall be specified in a notice given in accordance with this Section).

**17. CHANGES:** If Group wishes to make any changes to the terms and definitions in this Agreement, Group may be responsible for any fees incurred by GDI counsel for reviewing and/or accepting changes. GDI reserves the right to change any items in this Agreement at any time, with notice to Group.

**18. ADDITIONAL AGREEMENTS:** If Group shall require any additional agreements to be made, outside of this Agreement, Group shall notify GDI on or before the Adjustment Date. This Agreement shall serve as the primary agreement between GDI and Group. If a conflict or inconsistency exists between the terms and provisions of this Agreement and the terms and provisions any additional agreements to be made outside of this Agreement, the terms and provisions of this Agreement shall control to the extent of any such conflict or inconsistency.

*[The Remainder of this Page is Intentionally Left Blank]*

*IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by an authorized representative as of the Effective Date.*

By:   
Name: Craig Turner  
Title: CEO

By: \_\_\_\_\_  
Name: Carmen Ordonez, Director of Fiscal Services  
Date: \_\_\_\_\_

Guided Discoveries, Inc.  
302 N. El Camino Real, #206  
San Clemente, CA 92672  
Email: schools@gdi.org  
Phone: (909) 625-6194  
Fax: (909) 625-7305

## Exhibit A

### CIMI Toyon Bay Program Terms & Conditions

1. General Safety. A CIMI Toyon Bay staff member will provide a safety orientation upon arrival. All requested Participants are required to attend this orientation and to comply with all safety requirements.
2. Background Checks and Adult to Youth Interactions: GDI recommends strongly to all Groups that adult leaders with access to youth undergo appropriate screening. Groups are advised to provide training to all adult leaders to minimize the potential of one-on-one camper-adult situations when out of sight of others. Groups shall indemnify GDI from and against any claims, losses, or liabilities resulting from Group's selection of its adult leaders.
3. Fire Safety. Group participants shall not bring fireworks, flammable materials, or hand or power tools. The camp is in a high fire danger area and strict adherence to all fire and safety regulations shall always be observed. Fire drill procedures will be reviewed with Group upon arrival.
4. Smoking. Camp has designated smoking areas. Group will be provided information upon arrival.
5. Controlled Substances. The possession or use of alcohol, narcotics (including marijuana) or illegal substances of any kind is prohibited. Should such possession or use occur, the Group Leader will need to make immediate arrangements for transporting and returning the offender(s) from camp at the offender(s)' own expense. No refund of any kind will be given if such a situation should occur.
6. Weapons. No weapons of any kind (including, without limitation, firearms, ammunition, knives of any kind, and spear guns) are allowed at Camp at any time for any reason. If any weapons are discovered, the Group Leader will need to make immediate arrangements for transporting the offender(s) from camp at the offender(s)' own expense. No refund of any kind will be given if such a situation should occur.
7. Medical Facilities. CIMI Toyon Bay has a first aid station for the storage and dispensing of medications (provided that Group is responsible for storing and dispensing medications for all Group participants), and for the administering of First Aid. All emergency care and transportation will be arranged by a CIMI Toyon Bay director with emergency services.
8. Boundaries. Group shall have access to the facilities at CIMI Toyon Bay, as agreed between the parties in writing. A site map will be provided for Group.
9. Water Conservation. California is under strict water conservation regulations. So that Camp will stay within the water allocation, showering and water usage is limited. Please be aware of any leaks or water waste and advise the CIMI Toyon Bay personnel of any repairs that may be necessary.
10. Pets/Animals. Group participants may not bring pets or any animals of any kind to Camp.
11. Communication. There are no public phone lines at CIMI Toyon Bay. Cell phone service is limited or nonexistent. GDI does have a link available in emergency situations for communication with a school representative not at camp. Group will not be able to receive incoming calls at CIMI Toyon Bay but will be given an emergency contact number. CIMI Toyon Bay also has limited internet and details will be given to Group Leader upon arrival.
12. A \$30 fee will be assessed on all returned checks.
13. Group will be given the opportunity to rebook available dates for the following year, upon checkout. Rebooking is not guaranteed until a new Agreement is executed.

**Exhibit B**

**Summary of Agreement and Important Information**

San Geronio Middle at CIMI Toyon Bay  
1591 Cherry Ave.  
Beaumont, CA 92223

Primary Contact: Mary Elhazin  
Email: melhazin@beaumontusd.k12.ca.us

**INVOICE and AGREEMENT #100-30445**

**Trip Logistics**

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**Arrival Date: Friday, May 16, 2025**  
**Departure Date: Sunday, May 18, 2025**

Please arrive no later than **8:30AM** for check-in at:

Catalina Classic Cruises  
1046 Queens Highway  
Long Beach, CA 90802

Please bring a sack lunch for each participant on arrival day.

The boat returns to the above address in Long Beach approximately between **2:30-3:30pm** on the Departure Date. GDI does its utmost to adhere to the boat schedule but is subject to change due to weather and sea conditions and other factors beyond our control.

**Program Costs**

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	Amount	Tuition	Total
Total Reserved Students	33	\$375.00	\$12,375.00
Total Reserved 1/2 Tuition Chaperones	3	\$187.50	\$562.50
Total Reserved Full Tuition Chaperones		\$375.00	\$.00
Group Leader	1		\$.00

**TOTAL DEPOSIT DUE on or before Tuesday, October 15, 2024: \$2,340.00**

**Expected Balance Due: \$10,597.50**

Final balance will be confirmed upon checkout on Departure Date.

**Adjustment Date (90 Days Prior): Saturday, February 15, 2025**

You may adjust your estimated participants on or before this date without loss of deposits or additional charge.

**Guided Discoveries, Inc.**

302 North El Camino Real #206, San Clemente, CA 92672.