

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

3939 Thirteenth Street
Riverside, CA 92501

**MASTER SERVICES AGREEMENT
SPECIAL EDUCATION**

This MASTER AGREEMENT, hereinafter referred to as “Agreement”, by and between the **Riverside County Superintendent of Schools** hereinafter referred to as “SUPERINTENDENT” and **Beaumont Unified School District**, hereinafter referred to as “DISTRICT”, and collectively referred to as the “Parties”.

RECITALS

SUPERINTENDENT shall provide Special Education and/or related services to individuals with exceptional needs hereinafter referred to as “EDUCATIONAL SERVICES”. This Agreement is entered into pursuant to the provisions of PART 30 of the Education code of the State of California (commencing with Section 56000 et seq.) concerning the statewide operation of the Master Plan for Special Education, and in accordance with the provisions of the Individuals with Disabilities Education Act and Section 504 of Public Law 93-1152, as amended, and federal and state regulations relating thereto. It is understood that this Agreement does not commit DISTRICT to payment for EDUCATIONAL SERVICES unless, and until, an approved Referral/Interim Placement is submitted to SUPERINTENDENT.

AGREEMENTS

In consideration of mutual promises contained herein, it is mutually agreed between the Parties, as follows:

I. GENERAL PROVISIONS

- A. TERM:** This Agreement is effective on **July 1, 2024** to **June 30, 2025**. This Agreement may be renewed annually, upon mutual written agreement of the Parties.
- B. MODIFICATION AND AMENDMENTS:** This Agreement may be modified or amended in writing by consent of the Parties.
- C. GOVERNING LAW:** The terms and conditions of this Agreement shall be governed by federal and state law. The venue of all legal proceedings shall be in Riverside County, California.
- D. TERMINATION:** The Parties agree to process any termination of EDUCATIONAL SERVICES matters in accordance with Riverside County SELPA Governance Council program transfer language for Students with Moderate/Severe and Low Incidence.

II. ADMINISTRATION OF MASTER AGREEMENT

- A. NOTICES:** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below. Each notice shall be deemed to have been given or served only upon actual receipt by the addressee, and notices may be delivered by one of the following methods: (i) registered or certified United States Mail, postage prepaid by sender and return receipt requested; (ii) FedEx, U.P.S. or other reliable private delivery service, delivery charge paid by sender and signature on delivery receipt required/ or (iii) personal delivery, delivery charge paid by sender and signature on delivery receipt required.

SUPERINTENDENT:
Riverside County Superintendent of Schools
Contracts and Acquisition Administrator I
Contracts and Purchasing Services
3939 Thirteenth Street
Riverside, CA 92501

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

The effective date of the notice shall be the date shown on the return receipt received by addressee, or if delivered by hand, the date received by addressee or addressee's agent. All other notices shall be given in the manner determined by the Party giving notice, or as specified in a specific section of this Agreement.

- B. MUTUAL HOLD HARMLESS:** DISTRICT shall defend, hold harmless and indemnify SUPERINTENDENT, its governing board, officers, administrators, agents and employees from and against any and all liabilities, claims, demands, suits, actions, and causes of action, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, or extra expense from any cause whatsoever arising from or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts of omissions of DISTRICT, its governing boards, officers, administrators, agents and employees.

SUPERINTENDENT shall defend, hold harmless and indemnify DISTRICT, its governing board, officers, administrators, agents and employees from and against any and all liabilities, claims, demands, suits, actions, and causes of action, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, or extra expense from any cause whatsoever arising from or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts of omissions of SUPERINTENDENT, its governing board, officers, administrators, agents and employees.

This indemnity shall survive the termination of this Agreement and/or final payment and is in addition to any other rights or remedies that the Parties may have under law and/or this Agreement.

- C. ENTIRE AGREEMENT:** This Agreement and subsequent Interim/Administrative Placement and/or Referral forms shall constitute the entire Agreement between SUPERINTENDENT and DISTRICT and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. This Agreement binds the successors, and assignees of both SUPERINTENDENT and DISTRICT. The procedures for executing the Interim/Administrative Placement and Referral processes are described in **Exhibit 1**.
- D. SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- E. FINGERPRINTING:** Education Code sections 45125.1 and 45125.2 require SUPERINTENDENT to verify that its employees and subcontractor who may have contact with pupils during the performance of this Agreement have not been convicted of serious or violent felonies as defined by statute. Compliance with the statute, including the fingerprinting requirements, is a condition of this Agreement, and DISTRICT reserves the right to terminate this Agreement at any time for noncompliance.
- F. INSURANCE:** SUPERINTENDENT shall provide and maintain, for the duration of this Master Agreement, insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with performance under this Master Agreement by SUPERINTENDENT, its agents, representatives, or employees.

1. Insurance coverage shall be at least as broad as:
 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the state in which services are performed and Employer's Liability Insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000.
2. SUPERINTENDENT shall maintain limits of insurance no less than:
 1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
 2. Automobile Liability: \$1,000,000 combined single limit.
 3. Professional Liability and Errors and Omissions coverages, including sexual molestation and abuse: \$1,000,000 per occurrence/\$1,000,000 aggregate.
3. For all insurance coverages procured by the SUPERINTENDENT, the following terms apply:

Any deductibles or self-insured retentions above \$25,000 must be declared to and approved by the DISTRICT. At its option, DISTRICT may require the SUPERINTENDENT, at SUPERINTENDENT'S sole cost, to: (a) cause its insurer to reduce to levels specified by the DISTRICT or eliminate such deductibles or self-insured retentions as respects to the DISTRICT, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

III. EDUCATIONAL PROGRAMS

A. EDUCATIONAL AND RELATED SERVICES:

1. **Educational Services:** SUPERINTENDENT shall provide to DISTRICT Educational and/or related services, which are consistent with each pupil's Individual Education Plan (IEP). **Appendix I** is a listing of EDUCATIONAL SERVICES currently being offered by SUPERINTENDENT.
2. **Purchase of Equipment and Services:** DISTRICT shall be responsible for the purchase of equipment and services for students with the following low incidence disabilities: Deaf/Hard of Hearing (DHH) and Orthopedically Impaired (OI) who are served in SUPERINTENDENT'S Special Day class, and DHH and OI Itinerant programs. Supplies and/or equipment purchased and/or provided by DISTRICT remain the property of DISTRICT and/or provided by SUPERINTENDENT remain the property of SUPERINTENDENT.
3. **Billing:** SUPERINTENDENT shall be responsible for billing those districts requesting Extended School Year (ESY) services **ONLY** at the established rate for appropriate disability/disability cluster. The annual rate will be converted to a daily rate by dividing the annual rate by the number of instructional days in the school year and then adjusted to the appropriate percentage of a standard school day that is utilized during the ESY schedule. No additional rate or bill is charged to DISTRICT for students enrolled in the standard year program.

4. **All Call Alert System:** DISTRICT agrees to add SUPERINTENDENT'S emergency reporting number, (951) 826-7775, to both DISTRICT'S staff and student all call alert system(s). Additionally, DISTRICT agrees to add SUPERINTENDENT'S assigned Principal to DISTRICT'S all call alert system(s) and ensure that all relevant site security information is forwarded to SUPERINTENDENT'S Principal in a timely manner.
5. **Safety Drill Participation:** SUPERINTENDENT operated special education classes will be provided advance notification by DISTRICT and participate in all school site safety drills including but not limited to fire, earthquake, and active shooter drills.
6. **Student Records:** DISTRICT will be responsible for providing SUPERINTENDENT'S personnel with access to student records in Special Education Information System (SEIS), so that SUPERINTENDENT can have access to student's records. DISTRICT will create user accounts at the request of SUPERINTENDENT for specialists and service providers within the County of Riverside.
7. **Data Exchange:** DISTRICT shall provide SUPERINTENDENT access to student information to include, but not limited to, English language learner information, low income status, medical alerts, and living situations (homeless/foster care).
8. **Data Reporting and Student Data:** SUPERINTENDENT shall agree to provide all data related to student information and billing information with DISTRICT. California local educational agencies, such as SUPERINTENDENT, and third party providers, are required by federal and state laws to protect certain student data, including but not limited to; financial, health, and educational records. SUPERINTENDENT must implement procedures and protective measures to ensure compliance with current federal and state privacy requirements, including but not limited to; California Education Code 49073.1, the Student Online Personal Information Protection Act (SOPIPA), the federal Family Educational Rights and Privacy Act (FERPA), the federal Children's Online Privacy Protection Act (COPPA), and the Children's Internet Protection Act (CIPA). Attachment A, Privacy of Student Records Protocol, is attached hereto and made a part of the Agreement by this reference.

B. TRANSPORTATION: DISTRICT shall be responsible for transportation services for DISTRICT pupils attending SUPERINTENDENT'S educational program, unless otherwise mutually agreed to in writing by the Parties.

C. PROGRAM OF INSTRUCTION:

Special Circumstances:

1. Special Circumstance Assistant is one-to-one intensive personnel support as determined by the child's Individualized Educational Program (IEP) due to an instructional need, following a DISTRICT'S completed Special Circumstance Assessment (RISA). Special Circumstance Assistant services will be billed to the pupil's district of residence at the following rate:
 - a. Instructional Assistant **\$57.00** per hour
 - b. Licensed Vocational Nurse **\$61.00** per hour
2. Upon commencing home/hospital services, student is no longer included in SD verified count as student reverts to DISTRICT. Should DISTRICT require home/hospital services to be provided by SUPERINTENDENT'S employee, said services will be billed to pupil's district of residence based on the actual cost of salary, benefits and actual expenses of personnel providing the service.

If an IEP Team specifies additional and/or extraordinary services for a pupil covered by this Agreement, and if these services require an expenditure of funds greater than normally required by other students in the program provided by SUPERINTENDENT, a separate MOU between SUPERINTENDENT and DISTRICT shall be drawn accordingly within ten (10) working days of the IEP Team meeting.

Exhibit 2	Special Circumstances Assistant MOU Template
Exhibit 3	Home/Hospital MOU Template

Coordination of Curriculum:

1. The Parties agree that it is in the best interests of the pupils served under this Agreement to provide a coordinated system of curriculum development, implementation and monitoring, and they agree to cooperate in this regard.
2. EDUCATIONAL SERVICES shall occur at various locations within Riverside County. Changes in the educational program may only be made based on revisions to the pupil’s IEP, a mediated agreement, an order from the California Special Education Hearing Office and/or an order rendered by a court of competent jurisdiction. At any time during the term of this Agreement, the parent, SUPERINTENDENT or DISTRICT may request a review of the pupil’s IEP, subject to all procedural safeguards required by state and federal law. The specific program of instruction shall be described in writing in the IEP.

IV. PAYMENT SECTION

A. SPECIAL CIRCUMSTANCE AND HOME/HOSPITAL SERVICES:

Special Circumstance Assistants and Home/Hospital teachers will be billed quarterly. Contracted LVNS providing Special Circumstances Assistant services will be billed in January and in July as part of year-end process.

B. ANNUAL SDC/ITINERANT BUDGET COST ESTIMATE:

This Agreement will be based on the Severely Disabled (SD) Annual Budget and will include the following:

1. Estimated number of students
2. Estimated total cost per pupil based on disability/disability cluster

C. DISTRICT PAYMENTS AND REVENUE SOURCES:

SUPERINTENDENT rate per disability cluster calculation will be applied to the average verified monthly Severely Disabled (SD) Student Program pupil counts (Sep - Jun data).

1. SELPA will transfer AB602 State Aid revenue monthly from the DISTRICT allocations to the SUPERINTENDENT to fund the SD Student Programs.
2. LCFF revenue generated by the attendance of a district student in the SD program will be automatically transferred through CDE’s Principal Apportionment (PA) process to the SUPERINTENDENT.
3. SUPERINTENDENT will provide a reconciliation, identifying the final SD cost per district, less any funding source received to include AB602 State Aid from the SELPA, property taxes, and LCFF revenue generated. Balances owed/credited will be processed through a multi-district transfer as part of the year-end process.

Please see the chart identified below to encumber the estimated total (billed/credited to district) cost.

D. CHART:

<u>DISABILITY CLUSTER</u>	PROGRAM COST (PER STUDENT)	AB 602 STATE AID AND PROPERTY TAX (85%)	PROJECTED ENROLLMENT	ESTIMATED DISTRICT COST = C * D
Deaf and Hard of Hearing	\$ 68,425	\$ 58,161	9	\$ 523,449
Autism	\$ 72,897	\$ 61,962	0	\$ -
Intellectually Disabled - Severe	\$ 68,537	\$ 58,256	0	\$ -
Emotionally Disturbed	\$ 74,315	\$ 63,168	22	\$ 1,389,696
Intellectually Disabled-Moderate	\$ 64,424	\$ 54,760	0	\$ -
Visually Impaired-Itinerant	\$ 11,233	\$ 9,548	3	\$ 28,644
Deaf and Hard of Hearing-Itinerant	\$ 5,005	\$ 4,254	46	\$ 195,684
Orthopedically Impaired-Itinerant	\$ 4,298	\$ 3,653	9	\$ 32,877
Occupational Therapy-Itinerant	\$ 4,878	\$ 4,146	0	\$ -
		85% OF THE COST:	\$ 2,170,350	\$ 2,170,350
		Estimated Excess Cost		\$ 382,160
		Total Program Cost		\$ 2,552,510
		Less: AB 602 Transfer Based on Utilization		\$ (2,170,350)
DEDUCTION OF ESTIMATED LCFF ADA/STUDENT FOR SDC ENROLLMENT			26.35	\$ (337,084)
		ESTIMATED TOTAL (BILL TO DISTRICT):		\$ 45,076

By signing this Agreement, DISTRICT acknowledges and agrees to the terms and conditions including the following exhibits:

- A. **APPENDIX I-Special Education Program Description**
- B. **EXHIBIT 1-Initial Referral Process**
- C. **EXHIBIT 2-Special Circumstance Assistant**
- D. **EXHIBIT 3-Instruction in Home or Hospital Teacher Services**
- E. **ATTACHMENT A-SUPERINTENDENT Data Security Practices and Procedures**

The Parties hereto have executed this Agreement by and through their duly authorized agents and representatives, below:

Riverside County Superintendent of Schools

Beaumont Unified School District

Authorized Signature

Authorized Signature

Printed Name and Title

Carmen Ordonez - Director of Fiscal Services

Printed Name and Title

Date _____

Date _____

APPENDIX I SPECIAL EDUCATION PROGRAM DESCRIPTION

SUPERINTENDENT provides a wide range of special education program options to meet the unique needs of individuals with disabilities. For specific information on personnel assignments and site locations, refer to the SUPERINTENDENT'S Directory or Program Listing or call (951) 826-6547. The following is a brief description of the programs SUPERINTENDENT offers and the referral process procedures.

Infant Circle Program

Concern for Infants in Riverside County Learning Enrichment (CIRCLE): Services provided to infants with disabilities, birth to three years of age, which may include assessment, individualized instruction in the home, consultation with parents, parent-child sessions in a classroom environment, and/or interagency linkage.

Preschool GRASP Program

Giving Real Advantage to Special Preschoolers (GRASP): Special education services are provided to children, ages three to five, who demonstrate delays in speech/language development, fine motor skills, or pre-academic readiness skills. These classes meet one time a week for 3 hours.

Related Services (RS)

Adapted Physical Education (APE): A physical education program designed and taught by a credentialed APE specialist to meet the individual developmental and physical needs of students with disabilities. Services may include assessment, direct instruction, and/or consultation/collaboration with special education personnel.

Audiological Services: Services provided by a certified audiologist, which may include an annual audiological evaluation, monitoring of hearing aids and assistive listening devices, consultation with parents, and consultation with regular and special education personnel.

Deaf and Hard of Hearing (DHH) Itinerant: Itinerant teacher services provided to students who exhibit mild to severe hearing loss. Services may include assessment, direct instruction, monitoring of specialized instructional materials and adaptive equipment, consultation with regular and special education personnel and parents.

Braille Transcriber: Transcription of regular education curriculum, individualized curriculum and instructional materials into Braille for students who are legally blind.

Interpretation: Individualized support for core curriculum areas provided to students who are severely hard of hearing to profoundly deaf, and who require oral language to be interpreted into sign language to facilitate and enhance their learning.

Nursing Services: May include assessment; consultation with parents, teachers and other staff members; training of support personnel (e.g., instructional aids) and certified staff in specialized physical health care needs and procedures; monitoring medications and health status of individual students; consultation regarding adaptations/modifications to the regular or special education program; and/or direct services to students with disabilities; consultation with physicians.

Orientation and Mobility: Individualized instruction in basic travel techniques which may include pre-cane skills and use of the long cane for students who are visually impaired. These services are provided in a variety of environments, including the classroom, school site, residential and commercial areas.

Psychological Services: Include assessment; development and monitoring of positive behavioral intervention plans; individual and/or small group counseling; monitoring of students' emotional and behavioral status; consultation with regular and special education teachers and/or mental health professionals.

Speech/Language Services: Part-time instruction and services provided to students with disabilities to enhance development of speech and/or language skills. Services may include assessment, direct individual and/or small group instruction, monitoring of and instruction on the use of assistive communication devices, consultation and collaboration with special education personnel, and communication with parents.

Visually Impaired (VI) Itinerant: Itinerant teaching services which may include direct instruction to students who are visually impaired, adaptations to regular and/or individualized curriculum materials into large print or Braille, monitoring of low incidence materials and equipment, consultation and collaboration with regular and special education personnel.

Transition Partnership Program (TPP): The TPP provides transition services for students in DISTRICT special education programs, SUPERINTENDENT'S special education, and community school programs. These services include a team of professionals who offer whatever assistance as necessary toward this transition, from career counseling to transportation, finding employment and locating a place to live. The students participate in a two-semester life skills course, which includes decision-making career assessment, job preparation and life skills for living independently; a formal Individual Transition Plan is developed for each student to determine the appropriate vocational goal and action plan; assisting students to obtain training and employment upon completion of high school. This program provides follow-up for two years after completion of high school. For more information on TPP call (951) 681-4533.

Special Day Class (SDC)

Auditory Oral Program: The Auditory Oral Program offers options for students who are pre-school through 6th grade where students are taught using spoken language, with an emphasis on developing listening skills, and oral language within an academic setting.

Total Communication: The Total Communication Program offers options for students who are pre-school through 12th grade. The TC approach aims to make use of a number of modes of communication such as sign, oral, auditory, written and visual aide depending on the particular needs and abilities of the student.

Visually Impaired: Students with a visual impairment require extensive adaptation to the learning environment, specifically to print medium. The VI class provides students specific planning and support in areas of instruction in Braille and Orientation & Mobility, including the nine (9) Expanded Core Curriculum (such as independent, living, social, career education or technology skills). Typically the students' needs cannot be met with VI Itinerant Services and necessitate small class setting for most of the day.

Autism (REACH): SUPERINTENDENT'S Reach Autism program provides comprehensive, evidence-based school services that address the social, behavioral, communication, sensory and academic needs of children preschool through high school with autism spectrum disorders. The Reach team includes a speech/language pathologist, ABA specialist and an occupational therapist. Services are provided in a collaborative manner within the classroom setting.

ID Severe (MOVE): SUPERINTENDENT'S program for students having severe intellectual disabilities offer a standards based education to students with a focus on every students' individual needs which support health needs and specialized services based on students' individual needs.

ID Moderate (ALIVE): SUPERINTENDENT’S program for students whose intellectual and adaptive levels/skills are in the moderate range. The curriculum is functional academics, adaptive living skills and self-care.

ED (ABLE): Classes designed to support students identified with emotional/mental health needs. A highly structured class setting utilizing research based positive behavior supports with an emphasis on developing social and emotional skills. Curriculum is aligned with California common core and may be accommodated and/or modified based on individual student need. Educationally Related Mental Health Services (ERMS) are provided to students with identified needs by the district of residence.

EXHIBIT 1 INITIAL REFERRAL PROCESS

When a school site Individualized Education Program (IEP) team determines that the nature and/or severity of a student's disabilities are such that their needs cannot be met within a district operated program, they should discuss the potential referral with the appropriate special education administrator/designee responsible for processing referrals to SUPERINTENDENT.

There are two ways to complete the initial referral:

- A. The administrator/designee may choose to hold a school site IEP team meeting to discuss a referral to SUPERINTENDENT prior to involving SUPERINTENDENT personnel. Depending on the individual case, the IEP team may write an IEP or an IEP Addendum when making the initial referral to SUPERINTENDENT.
 1. A recommendation to refer to SUPERINTENDENT programs does not constitute a change in placement into a SUPERINTENDENT program; the student remains in his/her present placement until an intake IEP team meeting is held with SUPERINTENDENT personnel.
- B. The DISTRICT administrator/designee may choose to involve SUPERINTENDENT personnel in the initial consideration of a change in placement IEP team meeting if the parent/guardian has been informed of this option and a Referral Form has been sent to SUPERINTENDENT.

The attached SUPERINTENDENT Referral Form must be completed with all demographic information on the top of the page, reason for referral, request indicated, enclosures checked, along with a signed Authorization to Request/Release Information, and signature of DISTRICT Administrator/Designee.

The following documentation must be included with the Referral Form:

1. Current IEP.
2. Current Multidisciplinary Report (Preferably less than one year old, However, IQ test results may be two years old at the time of the referral unless a recent significant precipitating event has occurred that might alter the student's cognitive functioning).
3. Immunization Record.
4. Home Language Survey.
5. Support Documents (e.g., Mental Health evaluation, Regional Center reports, Positive Behavioral Intervention Plan and medical reports).

The original Referral Form and supporting documents should be sent to SUPERINTENDENT'S Principal in their area. DISTRICT should maintain a copy of all records.

SUPERINTENDENT Receipt of Referral Form and IEP Process

Upon receipt of a Referral Form, the receiving Principal and secretary will log the referral and assign a case carrier. The case carrier will review all pertinent assessments and supportive data.

When the Referral Form requests county consultation or a joint LE/count IEP team meeting, the LEA administrator/designee and SUPERINTENDENT'S case carrier are responsible for coordinating the IEP team meeting with SUPERINTENDENT and DISTRICT personnel. DISTRICT case carrier will make arrangements to have a Notice of Meeting sent to all participants at least ten days (whenever possible) prior to the meeting.

SUPERINTENDENT'S principal or designee will participate in the IEP team meeting and request complete cumulative records if the student is placed into a SUPERINTENDENT program. SUPERINTENDENT'S case carrier will assist in implementation of the IEP, and assure case completion of the initial referral.

Referral for Related Services Only

SUPERINTENDENT operates stand-alone Related Services (RS) in the areas of Audiological Services, Deaf and Hard of Hearing (DHH) Itinerant Services, Visual Impaired (VI) Itinerant Services, Orthopedically Impaired Services (OI) and Adaptive Physical Education Services (APE) for DISTRICTS within the Riverside County SELPA.

Audiological Referrals: Referrals should be submitted on the Audiological Referral Form and forwarded directly to the DHH Clerk at David Long Regional Learning Center (JET mail). Referrals for DHH itinerant services should be sent to the DHH Principal, Division of Student Programs and Services, SUPERINTENDENT, and must include SUPERINTENDENT'S Referral Form, signed Assessment Plan, recent audiological evaluation, and Authorization to Request/Release Information.

Referrals for VI Itinerant Services: Referrals should be sent to SUPERINTENDENT VI Principal, Division of Student Programs and Services, and SUPERINTENDENT, and must include the SUPERINTENDENT'S Referral Form, complete eye report or letter from a doctor indicating visual impairment, and Authorization for Request/Release of Information.

EXHIBIT 2

Division of Student Programs and Services
Special Education



**Special Circumstance Assistant
Memorandum of Understanding Addendum**

School Year: _____ - _____

The Individualized Education Program for the student identified below requires specialized intensive support beyond the full range of instruction and services available to all students enrolled in the special schools programs. The signatures of the special education director and authorized district representative indicate approval for Riverside County Office of Education (RCOE) to employ the additional staff and agreement by the student's district of residence to assume fiscal responsibility for the service(s) specified in the student's IEP.

Approval Must Be Obtained Before Initiating Service

Student ID: _____	Date of Birth: _____
Student Name: _____	SELPA: _____
Home Address: _____	
Parent/Guardian: _____	Home Telephone: _____
Attending School: _____	Resident District: _____

Program:

- The pupil's IEP specifies that the following instruction and/or services beyond those offered to all pupils in special schools programs are needed for this pupil to benefit from his/her special education program:
- Individual Pupil Requirement of _____ hours per day

The staff support or services described above will be provided from: _____ to _____
month/year month/year

Payment Options: District provides the assistant LCI student, SELPA makes arrangements
 RCOE to provide the assistant and invoices the district: _____
Authorized District Representative

Signatures:		
_____ <i>Authorized District Representative</i>	_____ Name	_____ Date
_____ <i>Special Schools Principal</i>	_____ Name	_____ Date
_____ <i>Director/ Administrator</i>	_____ Name	_____ Date

EXHIBIT 3

**Instruction in Home or Hospital Teacher Services
 Memorandum of Understanding Addendum**

School Year: _____ - _____

The Individualized Education Program (IEP) for the student identified below requires Home or Hospital teaching. The signatures of the SELPA Director and District Director of Special Education indicate approval for Riverside County Office of Education to employ certificated staff to provide Home or Hospital teaching services as specified in the student's IEP. The student's district of residence agrees to reimburse Riverside County Office of Education for the costs associated with Home or Hospital teaching services. The number of hours that Home or Hospital teaching services are provided will be documented on the Home or Hospital documentation form. The form requires a parent/guardian's signature verifying that the Home or Hospital services were provided. A parent/guardian or other appropriate adult must be present in the home when the services are provided.

Approval Must Be Obtained Before Initiation of Services

Student ID Number: _____	Date of Birth: _____
Student Name: _____	SELPA: _____
Home Address: _____	
Parent/Guardian: _____	Home Telephone: _____
Attending School: _____	Resident District: _____

Individual Pupil Requirement of _____ hours per week

The staff home teacher services described above will be provided from: _____ to _____
month/year month/year

In order to allow immediate program implementation with home teacher in place, telephone approval was obtained from _____ on _____ by _____.

Signatures		
_____ SELPA Director	_____ SELPA	_____ Date
_____ District Director or Designee	_____ District	_____ Date
_____ Special Schools Principal	_____ School	_____ Date
_____ Director/Administrator	_____ Special Education Services	_____ Date

ATTACHMENT A
SUPERINTENDENT Data Security Practices and Procedures

Introduction: SUPERINTENDENT has established an Information Security (InfoSec) Program based on industry best practices and the needs of California K12 systems. The InfoSec program involves several departments, including Operational Support Services, Personnel Services, and Information Technology Services. The departments are primary functional units that will engage with legal counsel and security service/solution providers to develop and execute improvement plans. This plan may be periodically updated to take into account improving practices and technologies and to respond to a changing threat environment. LEA's will be provided with annual updates where there have been material modifications to the practices and procedures stated below.

As of July 20, 2018, the Program has identified the following areas to be part of the continual improvement of the RCOE InfoSec practices.

1. Anti-Virus/Malware Administration and Configuration
 - a. Regularly review and examine the policies and procedures related to Anti-virus/Malware controls and the configuration of Anti-virus/Malware software and appliances.
 - b. Continual improvement of Anti-virus/Malware software configuration, operation and security
 - c. Provide Anti-virus/Malware training and awareness.
 - d. Practice in depth Anti-virus/Malware defense for server and end user computers.

2. Continuity of Operations Plan (COOP) and Disaster Recovery Plan (DRP)

COOP is the collection of sets of processes and procedures carried out by an organization to ensure that essential business functions continue to operate during and after a disaster. As part of the COOP there is a DRP. These are the technical plans developed for specific groups within an organization to allow them to recover a particular business application. RCOE addresses these plans by:

 - a. Performing annual Business Impact Analysis with various departments to identify mission critical processes and/or departments and prioritize the recovery processes and/or departments in accordance with their level of criticality.
 - b. Secure Executive Oversight and Support for the COOP
 - c. Continual updates of documentation, content, sufficiency, testing and documentation of test results of the plans.

3. Firewall Administration and Configuration
 - a. Examine and document the policies and procedures related to the administration of the organizations firewall(s)
 - b. Examine and document configuration files and access control lists for the devices and/or applications and operating systems
 - c. Implement least privilege access
 - d. Documentation, content and sufficiency of firewall policies and procedures
 - e. Logical placement of firewalls
 - f. Restricted access to management interfaces
 - g. Continual evaluation of applied rule sets
 - h. Backup, recovery, and storage of configuration files
 - i. Firewall event log review and sufficient storage for retention policy

4. Network Systems and Database Vulnerability Scanning
 - a. Perform scheduled simulations of attacks on the network and database systems by utilizing industry best of breed tools, which identify the vulnerabilities in the systems and provide recommendations for remediation.

5. Network Monitoring & Intrusion Detection
 - a. Regularly review the event logs to identify and correlate unauthorized, unusual, and sensitive access activity, such as:
 1. Attempted unauthorized logical and physical access;

2. Access trends and deviations from those trends;
 3. Access to sensitive data and resources;
 4. Highly-sensitive privileged access, such as the ability to override security controls;
 5. Access modifications made by security personnel; and
 6. Unsuccessful attempts to logon to a system.
 - b. Improve documentation, content and sufficiency of network monitoring and intrusion detection policies and procedures
6. Patch Management
 - a. Regularly review and update systems, configuration, and applications for required systems
 - b. Sufficient testing of systems before and after patching
 - c. Maintain documentation of patch history of required systems
7. Physical Security
 - a. To prevent unauthorized personnel from gaining direct access to SUPERINTENDENT facilities that house sensitive information, the following areas are under regular review and improvement process:
 1. Documentation, content and sufficiency of physical security policies and procedures
 2. External: facility perimeter, perimeter lighting, parking areas, parking area lighting, landscaping, exterior building lighting, exterior doors and locks and other entry points
 3. Internal: doors, windows, ceilings, raised floors, wiring and utility closets, ceilings, attics, basements, crawlspaces, public areas
 4. Lock and Key control
 5. Access control including identification systems in use and access points
 6. Intrusion alarms
 7. Fire detection, suppression and prevention
 8. CCTV/digital imaging technologies
 9. Power system and utility control points
 10. Documentation, retired network storage, and refuse disposal
 11. Mail Handling
 12. Hard copy record storage
 13. Network Operations Center
8. Server (Data Center Systems) Administration and Configuration
 - a. Continual improvement of the following areas:
 1. Documentation of server implementations, policies, and procedures
 2. Hardware, operating system, and application security
 3. User account policy and rights assignments
 4. Auditing policies, system changes, user rights, and access to sensitive data
 5. Event and security log retention and regular review
 6. Critical file and folder permissions
 7. Remote access and security
9. Network Switch and Router Administration and Configuration
 - a. Continual improvement of the following areas:
 1. Develop clear documentation, content and sufficiency of policies and procedures
 2. Streamline installation, operation and security
 3. Regular review of configuration
10. Workstation Administration and Configuration
 - a. Continual improvement of the following:
 1. Documentation of workstation policies and procedures
 2. Hardware security
 3. Operating System installation, configuration and maintenance (patching)
 4. User account policies and rights assignments

5. Event and security log settings and retention
 6. Critical file and folder permissions
 7. Remote access and security
11. Mobile Devices
- a. Regularly examine SUPERINTENDENT’S policies and procedures related to administration of the mobile devices assigned to staff and students. The mobile devices include laptops, tablets and smartphones for both RCOE owned devices and personal devices brought onto SUPERINTENDENT’S network.
12. Application Security Assessment and Mitigation
- a. The primary objective is to assess how effectively and efficiently SUPERINTENDENT ensures that no single trusted IT system user, administrator, or vendor is able to exploit vulnerabilities in SUPERINTENDENT’S IT systems to accomplish and/or conceal an unauthorized diversion of SUPERINTENDENT’S assets. Identify where the risk exists and evaluate the controls designed to mitigate this risk. Regularly review, evaluate, and update, if necessary, of the following IT controls:
 1. Database administration practices.
 2. Production control practices.
13. Users Awareness Training
- a. Develop and update timely and relevant training material to raise the level of cybersecurity awareness of users throughout the organization.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH
AND
BEAUMONT UNIFIED SCHOOL DISTRICT
FOR
SUBSTANCE ABUSE PREVENTION, INTERVENTION, EDUCATION, AND
REHABILITATION SERVICES**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") entered into by and between **RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH** (hereinafter "RUHS-BH") and **BEAUMONT UNIFIED SCHOOL DISTRICT** (hereinafter "BUSD") to facilitate the provision of on-site services as described in Section III. "DUTIES AND RESPONSIBILITIES," to pupils who attend approved school sites.

WHEREAS, all services are offered to school and/or parent/guardian referred students at no cost to the school and/or family. The goal of these services is to provide alcohol and other drug (AOD) prevention, intervention, education, and rehabilitation services to adolescents.

WHEREAS, the services provided under this MOU are intended to decrease negative use and/or abuse of prescription drugs, alcohol, tobacco, illicit and other harmful drugs among adolescents and their families; improve family functioning; improve the mental and physical health of the adolescents and their families; decrease truancy and drop-out rates; and decrease involvement in and exposure to crime.

NOW, THEREFORE, the RUHS-BH and BUSD mutually agree as follows:

I. **DEFINITIONS**

Below is a list of common terms incorporated in this MOU. When referenced, they shall have the following meaning:

- A. "AOD" shall mean alcohol and other drugs.
- B. "ASAM" shall refer to the American Society of Addiction Medicine.
- C. "BRRIM" shall refer to the Brief Risk Reduction Interview and Intervention Model used during the Family Conference.
- D. "BUSD" shall mean Beaumont Unified School District.
- E. "Counselor" shall refer to an individual certified and/or registered by a certifying agency within the State of California as an AOD Counselor and who has also been specially trained to perform prevention screening.
- F. "County" shall mean the County of Riverside including Riverside University Health System-Behavioral Health (RUHS-BH).

- G. "Diagnostic Assessment" shall refer to the process of determining extent of involvement in AOD use level of care for students who are found to be beyond scope where Prevention Services may be effective.
- H. "Family Conference" shall refer to the initial engagement involving a student and their significant family members to complete a screening process to determine services needed utilizing the BRRIM instrument.
- I. "Prevention Services" shall mean alcohol and other drug prevention services that seek to prevent/reduce AOD-associated risk factors in individuals and communities by implementing Evidence Based strategies.
- J. "RUHS-BH" shall mean Riverside University Health System-Behavioral Health. For purposes of this MOU, RUHS-BH and County are used interchangeably.
- K. "SAPT" shall refer to Substance Abuse Prevention and Treatment.

II. TERM OF MOU

This MOU shall be effective July 1, 2024 through June 30, 2025. This MOU may be terminated with or without cause, by either party, upon thirty (30) days prior written notice, or due to unavailability of State or Federal funding.

III. DUTIES AND RESPONSIBILITIES

As part of the Substance Abuse Prevention and Treatment Program, RUHS-BH will provide services using certified AOD Counselors to conduct assessments, groups, and individual consultations with the pupil, parent/guardian, and/or teacher.

BUSD will benefit by offering these services on-site as a resource to pupils, parent/guardians, and teachers. These highly monitored program(s) as well as classroom training and individual and small group counseling, have demonstrated results in pupils being able to concentrate and participate in class, increase attendance rates, and decrease behavioral problems.

A. RUHS-BH RESPONSIBILITIES

1. Provide Proof of Professional Liability Insurance for the duration of services rendered, and will indemnify and hold harmless BUSD, its officers, agents, and employees from any claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever as it pertains to Professional Liability, which may be incurred by reason of use of LEA facilities.
2. Assign a single point of contact from the agency for questions, concerns, referrals, etc.
3. Follow BUSD policy with regard to obtaining parent/guardian permission for pupil to participate in the in the RUHS-BH program.
4. Begin the individual and/or group services as requested, and as RUHS-BH resources permit.
5. Provide one counselor who will coordinate the provision of all services at the selected school sites within the district.

B. BUSD RESPONSIBILITIES

1. Provide RUHS-BH with proof of General Liability insurance.
2. Provide RUHS-BH with a single point of contact and liaison.
3. Provide free of charge, an appropriate and confidential space to conduct weekly group sessions.
4. Notify RUHS-BH before any changes in available group space.
5. Responsible for identifying a single individual who will serve as a point of contact and liaison between the BUSD and RUHS-BH. This individual will serve as a conduit of information between the BUSD and RUHS-BH as well as a source of referrals.
6. Provide one private room at each site to be used for confidential interviewing. Room should be equipped with at minimum one desk and three (3) chairs. Alternatively, if virtual telehealth services need to be provided as an alternate measure; both BUSD and RUHS-BH will coordinate and facilitate these alternate means.
7. Provide separate room to be used as a group room at each site. Room should be of sufficient size to accommodate twelve (12) participants and one counselor and have seating accordingly. Room must be able to secure and maintain group confidentiality (e.g. no air walls, windows with curtains or blinds, etc.). Alternatively, if virtual telehealth services need to be provided as an alternate measure; both BUSD and RUHS-BH will coordinate and facilitate these alternate means.
8. Responsible for working with RUHS-BH to create a referral system that is workable with both parties and subsequently making all referrals to RUHS-BH for student participation in the program.
9. Shall make effort to encourage the family of students to participate in the engagement and referral process.
10. Shall allow students to self-refer for the services without going through the BUSD referral process.
11. Maintain confidential records of students and families participating in program services in accordance with applicable Federal and State laws.
12. Meet with RUHS-BH program staff on a quarterly basis to evaluate the progress of the implementation, and to resolve any challenges to the implementation as they arise.

IV. NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

COUNTY:

Riverside University Health System
Behavioral Health
Attention: Program Support
4095 County Circle Drive
Riverside, Ca 92503

SCHOOL DISTRICT:

Beaumont Unified School District
Attn: Student Services – Christina Lynch
P.O. Box 187
Beaumont, CA 92223

V. COMPENSATION

There shall be no monetary exchange between RUHS-BH and BUSD under the terms of this MOU.

VI. CONFIDENTIALITY

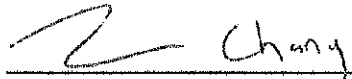
BUSD agrees to maintain the confidentiality of all mental health/substance abuse client information in accordance with all applicable Federal, State and local laws and regulations. BUSD will ensure that names, addresses, phone numbers, and any other individually identifiable information concerning mental health and/or substance abuse clients and the services they may be receiving are kept confidential. Applicable Confidentiality Laws include but may not be limited to, California Welfare & Institutions Code, Sections 5328 through 5330, inclusive, 45 CFR Section 205.50, 42 CFR-Chapter 1-Part 2.

VII. SIGNATORIES

RUHS-BH and BUSD mutually agree to fully and faithfully perform all applications set forth in this MOU.

IN WITNESS WHEREOF, this MOU for FY 2024/2025 has been executed by and on behalf of RUHS-BH and BUSD by the signature of its duly authorized respective agent the day and year written herein below.

**RIVERSIDE UNIVERSITY HEALTH
SYSTEM-BEHAVIORAL HEALTH**



Matthew Chang, MD, MMM
Director of Behavioral Health

12/12/2024
Date

**BEAUMONT UNIFIED SCHOOL
DISTRICT**

Signature

Carmen Ordonez - Director of Fiscal Services

Name & Title:

Date

COUNTY COUNSEL:
Approved as to form

By: 

Deputy County Counsel



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated February 12, 2025, to the AGREEMENT between the Beaumont Unified School District and Carreras Tours LLC is as follows:
(Consultant Name as shown on the agreement and W-9)

SECTION A – RENEWAL:

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

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

Amendment No (i.e. 1, 2, or 3) 1 Contract Term: 10/09/24 - 06/30/25

This amendment represents a modification to services as follows:

Increase the current contract (C0012667) for outsourcing field trips that the District is unable to complete in-house during the 2024-2025 fiscal year.

ORIGINAL CONTRACT AMOUNT \$ \$25,000.00

This amendment represents an **increase** in the contract amount or fee schedule attached: \$ \$40,000.00

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

NEW CONTRACT AMOUNT \$ \$65,000.00

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

Requestor's Information
School/Department: <u>Maintenance, Operations & Transportation</u>
Contact Person <u>James Hickman</u> Ext. <u>005397</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012667</u>

Required Updated Forms
Check off any items that are applicable to the contract:
<input checked="" type="checkbox"/> Fee Schedule
<input type="checkbox"/> Business/Professional License (if expired)
<input checked="" type="checkbox"/> Insurance: General Liability/Professional Liability/E&O
<input checked="" type="checkbox"/> Insurance: Business Auto Liability
<input checked="" type="checkbox"/> Insurance: Workers' Compensation or Certification
<input type="checkbox"/> Other - Professional Service Certificate if expired)

Consultant Authorized Representative
 CONSULTANT'S SIGNATURE
Tobias Mangabat -- Senior Vice President Operations PRINT NAME TITLE
<u>6939 Schaefer Ave., Suite D135</u> Address
<u>Chino, CA 91710</u> City/State/Zip
Phone <u>(909) 939-4316</u>
Email <u>info@carrerastours.com</u>
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.



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

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

Pricing is as follows for SPAB buses:

Hourly or by the mile based on which is greater.

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

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

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

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

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

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

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

CANCELATION POLICY

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

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



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated February 12, 2025, to the AGREEMENT between the Beaumont Unified School District and Everdriven Technologies LLC is as follows:
(Consultant Name as shown on the agreement and W-9)

SECTION A – RENEWAL:

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

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

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

This amendment represents a modification to services as follows:
Increase the contract amount for outsourcing field trips that the District is unable to complete in-house during the 2024-2025 fiscal year.

ORIGINAL CONTRACT AMOUNT \$ 60,000.00

This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 60,000.00

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

NEW CONTRACT AMOUNT \$ 120,000.00

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

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

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

AGREEMENT FOR THE PROVISION OF ALTERNATIVE TRANSPORTATION SOLUTIONS

THIS AGREEMENT (“Agreement”) is entered into as of 04/17/2024 between EverDriven Technologies, LLC. (“Contractor”) and Beaumont Unified School District (the “District”), with the following facts:

- A. Certain student(s) of the District require transportation to and from school and/or other transportation services as requested by the District.
- B. Contractor will coordinate such transportation services. The District will reimburse Contractor for the provision of these services in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contractor Services

District may request, from time to time, that Contractor coordinate transportation services, which Contractor may agree to coordinate. To the extent accepted by Contractor, Contractor agrees to coordinate such transportation services and District agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor’s coordination of such transportation services pursuant to this Agreement are sometimes referred to herein as the “Services.”

For as long as this agreement is in effect, Contractor shall be the exclusive provider of alternative transportation for the District. In the event Contractor is unable to guarantee service, District may contract with other providers to fulfill alternative transportation needs.

2. Term

The initial term of this Agreement shall commence on 04/17/2024 and end on 06/30/2025. Either party can terminate with or without cause at any time with thirty (30) days prior written notice. At the end of the initial term, this Agreement may be renewed upon mutual agreement by both parties.

3. Fees for Service

Contractor shall be paid the agreed sum based on fees outlined on Attachment 1, which is attached hereto and incorporated herein by this reference. Contractor shall invoice the District for the provision of the Services on a weekly basis and shall be paid within thirty (30) days after Contractor submits invoice to the District for the provision of the Services for the relevant week. Any payment not received by Contractor within thirty (30) days of Contractor submitting invoice to District shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is actually received by Contractor. All

payments due and owing under this Agreement shall be made through automated clearing house (“ACH”) transfers.

4. Adjustment of Rates

The rates established in this Agreement shall be subject to a three (3) percent increase once each year.

5. Trigger to Renegotiate

In the event of forces outside the control of Contractor, this Agreement may be renegotiated. Such events include, but are not limited to, new local, state and/or federal mandates (e.g., vaccination mandates), increase in a cost of doing business, new vehicle equipment requirements, wages, labor shortage, inflation/economic recession (CPI).

6. Force Majeure

In the event of circumstances beyond the control of Contractor or the District including acts of God, natural disaster, epidemic, pandemic, government shutdown, and the like, that reduce or eliminate the need for Contractor’s Services, in order to maintain adequate readiness to serve the District, Contractor shall be excused from servicing District.

Contractor will submit for payment an invoice for each month in which regular transportation services would have taken place had the Force Majeure event not occurred. District will only be obligated to make such payment to Contractor if local, state and/or federal funds are provided to the District to mitigate financial losses to it and its contractors. The invoice will be calculated by the cost of the District’s final day of regular transportation service before such event occurred multiplied by the number of school days in that particular month and subtracting 15%. If District elects not to agree to these terms, Contractor cannot assure resources will be available to the District when Force Majeure event ends.

7. Vehicles

As part of its Services and for the compensation set forth in this Agreement, Contractor agrees to coordinate the supply of such vehicles (the “Vehicles”) as may be necessary to lawfully address the transportation requirements of the District. The District requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.

8. Student Damage to Vehicles

District shall be responsible for any damage to vehicle(s) caused by District student not to exceed Seven Hundred Fifty Dollars (\$750) per incident. For any amounts above \$750, District shall assist Contractor in seeking restitution from student’s guardian(s). Contractor shall be required to furnish to the District documentation of the event (i.e. incident report, police report, etc.) within seventy-two (72) business hours of the incident.

9. Contractor Personnel and Subcontracted Service Providers

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services. While Contractor may subcontract with service providers who will supply drivers (“subcontracted drivers”) to provide student transportation services for the District, Contractor shall at all times remain responsible for the coordination of the Services under this Agreement. Contractor expressly represents and warrants to the District that it will only utilize subcontracted drivers that have obtained the necessary training and are properly licensed to perform the Services.

10. Contractor Insurance

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and at no cost to District, general liability and automobile (common carrier) insurance issued by insurance companies authorized to do business in the state with minimum limits of One Million Dollars (\$1,000,000), Combined Single Limit. The District shall be named as an additional insured of the policy or policies and shall be furnished with a certificate of insurance (COI). The District shall be notified at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment of premium).

11. Background Checks

Because Contractor will be providing transportation services for school children, it is a requirement of Contractor’s insurance that Contractor require and Contractor shall require each Contractor personnel or subcontracted driver in a position requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child.

12. Drug and Alcohol Testing

Contractor only contracts with transportation service providers who enroll their drivers in a drug and alcohol testing consortium that provide for pre-employment testing, as well as random, reasonable suspicion and post-accident drug and alcohol testing. Each consortium reports to Contractor when a driver tests positive for a prohibited substance as well as when a driver is enrolled and removed from the consortium pool.

13. Marketing

Subject to applicable laws regarding privacy of student information, District grants Contractor the right to publish true and verifiable results of the Services for purposes of marketing material, case studies, responses to requests for proposals, or other promotional and informational material developed by Contractor. “True and verifiable results” include but are not limited to cost savings realized by District, the number of students transported, and the number of trips conducted. True and verifiable results do not include personal information about students or families. District consents to Contractor’s use of District’s name, logo and/or trademark for any marketing materials that Contractor may disseminate to the public in

promotion of Contractor's Services, provided that such use of the District's name, logo and/or trademark is solely for purposes of identifying District as a user of Contractor's Services.

14. Assignment of Contractor's Rights

Except as it relates to the entering into subcontracts as referred to in this Agreement, Contractor shall have no right to assign its rights or obligations under this Agreement; provided, however, Contractor shall have the right to assign this Agreement either to an affiliate of Contractor or as part of a transaction wherein it transfers substantially all of its assets.

15. Indemnification

Contractor hereby agrees to indemnify and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of any injury to any person or property sustained by the District and/or Contractor and/or any student(s), in connection with the gross negligence of Contractor or its subcontracted service provider or the subcontracted drivers pursuant to this Agreement.

District hereby agrees to indemnify and hold the Contractor, its directors, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of any injury to any person or property sustained by the Contractor and/or District and/or any student(s), in connection with the gross negligence of the District pursuant to this Agreement.

16. Independent Contractor

In providing the management and logistical support necessary to coordinate the Services, Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

17. Non-Solicitation

District agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, District will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, subcontracted service provider, subcontracted drivers or other person who has performed services or commenced actions to become a provider of services for Contractor or any subcontractor at any time during the term of this Agreement.

18. Notices

All notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a “hard” copy, and shall be deemed received upon the date of receipt thereof.

To District: Beaumont Unified School District
350 W. Brookside Avenue
Beaumont, CA 92223
Phone: 951-845-1631
Email: contracts@beaumontusd.k12.ca.us

To Contractor: Megan Carey, Chief Development Officer
EverDriven Technologies, LLC.
5680 Greenwood Plaza Blvd., Suite 550S
Greenwood Village, CO 80111
Phone: 877-225-7750; Fax: 888-252-4342
Email: everdriven@everdriven.com

Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

19. Entire Agreement

This Agreement, and its Attachments which are incorporated herein by this reference, and if applicable the attached proposal, constitutes the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

20. Waivers

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

21. Attorney Fees

In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.

22. Severability

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.


23. Further Acts

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.


24. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, facsimile or PDF signatures shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

DISTRICT

By: Carmen Ordonez
Title: Director of Fiscal Services
Signed: 
Carmen Ordonez (Apr 18, 2024 09:07 PDT)
Date: 04/18/2024

CONTRACTOR

By: Megan Carey
Title: Chief Development Officer
Signed: 
Date: 4/19/2024

ATTACHMENT 1 - Fees for Service

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

The pricing matrix below outlines all associated fees:

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

Definitions:

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

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

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

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

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

1. Mileage Charges

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

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

2. Fuel Surcharges

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

3. Invoicing

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

4. When Routes Change or Students are Added or Removed

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

ATTACHMENT 2 – The District agrees that the following policies shall be followed related to Student No-Shows and Late Canceled trips for trips serviced by the Contractor

No-Shows & Late Cancels

A No-Show occurs when no previous notice is provided to the Contractor by the District/guardian that a student will not be transported and a driver attempts to pick-up a student but the student is not there or is not ready. A Late Cancel occurs when less than 2-hour notice is provided to the Contractor by the District/guardian that a student will not need transportation.

Trips where a No-Show or Late Cancel occurs are billed at full trip charge.

Protocols for No-Shows:

If the driver attempts to pick-up a student on a scheduled trip in the AM but the student is not there or not ready, then the following scenarios apply:

- a. If an AM rider No-Show occurs, the District will be billed for the AM trip and the afternoon trip will remain scheduled unless the Contractor is notified by the parent or the District to cancel the trip.
- b. The District may set up a protocol to automatically cancel afternoon trips in the event of an AM Rider No-Show.
- c. If the afternoon trip is cancelled within 2 hours of the scheduled pick-up time, the District will not be billed for the afternoon trip.

No-Show Reports

Each morning an email is sent from the Contractor's School Dispatch team to the District. This email is sent by 11 AM and alerts the District of the following circumstances:

- Which students were no-shows that morning
- How many consecutive days/trips they have been a no-show

The daily No-Show Report provides the District time to inform the Contractor's School Dispatch if one of the students on the No-Show Report is attending school that day and will still need a ride home in the PM.

The District is responsible for alerting the Contractor of any change requests based on the data provided in the No-Show Report, such as removing a student from a route due to multiple no-shows.

Student Removal / Student Cancellation:

Permanent Removal of Student from Route:

Permanent removal of a student from a route requires District notification/approval

- The District sends an email stating that a student needs to be removed from a route until further notice.

Impact:

Once the student is removed from the route, the student's spot is now gone and may be replaced with a different student, if available, to consolidate routes. If the student was the only one on that route, the route will be removed entirely and the driver then becomes available to service other routes.

Billing:

Will only be affected if:

- Trip is above the minimum and there is a reduction in the mileage as a result of removing the student.
- The student was the only one on the route, therefore the route is cancelled.

Cancellations/Temporary Removal:

Cancellation of a student from a route requires District notification/approval.

- A student is sick one day or will be going on vacation for a few days.

Impact:

Because this is a temporary change, the student is not replaced on the route and their space on the route is reserved for their return.

Billing:

If the student is a single rider and the student is cancelled or temporarily removed, no charges will be assessed. When cancelling or temporarily removing the pick-up/drop-off for a student who is part of a multiple rider trip, the District will be charged the normal trip rate.

ATTACHMENT 3 – Multi-District Billing: An Explanation

Should the District choose to share trips with a neighboring school district that is also under contract with EverDriven the shared trip will be prorated and billed according to the following explanation:

Proration of Trip Fees – EverDriven’s Three Step Process

1. Stand Alone District Trips:

Each districts’ students are routed as stand-alone trips, district specific pricing is applied.

2. Multi-District Trips

All of the students from the participating districts are combined into the most cost-effective trips, yielding new “Multi-District trips” and subsequent trip costs.

3. Proration of Costs for Multi-District Trips

The total cost of the multi-district trips is then allocated to each district based upon the percentage of the districts stand-alone trip costs as compared to the multi-district trip costs.

4. No Shows and Cancellations:

For the purpose of all Multi-District Trips, No Shows and Cancellations are applied to each District invoice as if the student had boarded the vehicle on schedule even if District notifies EverDriven with advanced notice of cancellation.

5. Invoicing

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

6. When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor’s School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

ATTACHMENT 4 – The District requires the following from all Subcontracted Driver(s) working with the Contractor.

As required by the District, prior to beginning services transporting students for the District, subcontracted drivers shall:

- Pass criminal history record checks, administered by third-party vendor, at both the county and national levels, confirming 7 years of recent history free of convicted felony offenses.
- Pass an official Department of Justice Sexual Offender Registry Check.
- Utilize identification badges during trip service.
- Obtain and maintain appropriate licensure for the state of operation and class of vehicle used for transportation efforts.

Consortium Consent Requirements are as follows:

- Contractor requires each subcontracted driver to enroll in a drug and alcohol consortium prior to servicing trips on behalf of Contractor.
- Contractor requires proof of entry into that consortium, with a consortium consent form, where the consortium and subcontracted driver both agree to provide Contractor with testing results and information for that subcontracted driver prior to servicing trips on behalf of Contractor.
- Contractor requires subcontracted drivers to provide proof of a negative pre-service drug and alcohol screening prior to servicing trips for Contractor, and will request proof of a post-accident/incident/reasonable suspicion drug and alcohol screening. The consortium will provide positive results from a random drug screening for subcontracted drivers, at which point Contractor will remove the subcontracted driver from servicing Contractor trips.

ATTACHMENT 5 – The District requires the following DRIVER TRAINING modules for all Subcontracted Driver(s) working with the Contractor.

As required by the District, prior to beginning services transporting students for the District:

Subcontracted drivers shall complete a CTAA-Certified Passenger Service and Safety (PASS) basic training program or equivalent. Subject areas include:

- Customer Service, Communication, Stress Management, and De-Escalation skills.
- Compliance with the Americans with Disabilities Act (ADA).
- Familiarity with Service Animals.
- Disability Awareness: Assisting the Visually Impaired; Hidden Disabilities; Stroke; Epilepsy and Seizure Disorders.
- Education pertaining to Bloodborne Pathogens (Hepatitis A, B, C; HIV, Dialysis).
- Securing Wheelchairs and acquaintance with common adaptive equipment, if the subcontracted driver services trips for EverDriven in a wheelchair accessible vehicle.
- Emergency and Evacuation Procedures.
- Driver/Passenger Sexual Improprieties.

ATTACHMENT 6 – The District requires the following from all Vehicle(s) providing service through the Contractor.

As required by the District, prior to beginning services transporting students for the District:

- Vehicles operated by subcontracted drivers will be maintained according to manufactured specifications with records, and/or inspection report(s) made available upon request.
Contractor performs an annual 50+ point inspection of subcontractor vehicles to ensure the vehicle is SafeRide Certified.
- Vehicles operated by subcontracted drivers will be inspected annually by a certified 3rd party mechanic.
- Vehicles operated by subcontracted drivers will remain clean at all times during service.
- Vehicles operated by subcontracted drivers shall be marked with an EverDriven Window Decal
- Subcontractor vehicles must be appropriately registered in the state of operation and maintain active Personal Automobile Liability Insurance.

District Name: Beaumont Unified School District

To whom should contract notices be sent?

Name & Title: Beaumont USD - Contracts
Address: 350 W. Brookside Avenue
City: Beaumont State: CA Zip: 92223
Email: contracts@beaumontusd.k12.ca.us

Who should our accounting personnel contact regarding accounts payable matters?

Name & Title: Beaumont USD - Accounts Payable
Email: Purchasing-ap@beaumontusd.k12.ca.us Phone: 951-845-1631

Who should our dispatchers contact regarding routine transportation matters?

Name & Title: Beaumont USD - Transportation
Email: aenglish@beaumontusd.k12.ca.us cclausman@beaumontusd.k12.ca.us Phone: 951-845-3010

Who should our dispatchers contact regarding emergencies, accidents or student behavior?

Name & Title: Beaumont USD - Transportation - Amanda English/Cassandra Clausman
Email: aenglish@beaumontusd.k12.ca.us cclausman@beaumontusd.k12.ca.us Phone: 951-845-3010

Who should our dispatchers contact regarding after-hours emergencies or accidents?

Name & Title: Beaumont USD - Transportation - Amanda English/Cassandra Clausman
Email: aenglish@beaumontusd.k12.ca.us cclausman@beaumontusd.k12.ca.us Phone: Cassandra Clausman: 909-633-2693

Who should we email the No-Show Report to each morning?

Name & Title: Beaumont USD - Transportation - Amanda English
Email: aenglish@beaumontusd.k12.ca.us

Who should we email with EverDriven Technology Notices/Updates?

Name & Title: Beaumont USD - Transportation - Amanda English
Email: aenglish@beaumontusd.k12.ca.us



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated February 12, 2025, to the AGREEMENT between the Beaumont Unified School District and Inland Empire Stages, LTD is as follows:
(Consultant Name as shown on the agreement and W-9)

SECTION A – RENEWAL:

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

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

Amendment No (i.e. 1, 2, or 3) 1 Contract Term: 10/09/24 - 06/30/25

This amendment represents a modification to services as follows:
Increase the current contract (C0012668) for outsourcing field trips that the District is unable to complete in-house during the 2024-2025 fiscal year.

ORIGINAL CONTRACT AMOUNT \$ 25,000.00

This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 40,000.00

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

NEW CONTRACT AMOUNT \$ \$65,000.00

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

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

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

Effective September 1, 2024

Beaumont USD 2024 / 2025 Bus Tariff

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

47 passenger coach

\$990.00 5 hour minimum

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

56 passenger coach & 52+1 ADA coach

\$1,095.00 5 hour minimum

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

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

Holiday rate is an additional \$300.00

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

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

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



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated February 12, 2025, to the AGREEMENT between the Beaumont Unified School District and Visser Bus Services, Inc. is as follows:
(Consultant Name as shown on the agreement and W-9)

SECTION A – RENEWAL:

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

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

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

This amendment represents a modification to services as follows:
Increase the contract amount for outsourcing field trips that the District is unable to complete in-house during the 2024-2025 fiscal year.

ORIGINAL CONTRACT AMOUNT \$ 25,000.00

This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 40,000.00

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

NEW CONTRACT AMOUNT \$ 65,000.00

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

Requestor's Information
School/Department: <u>Maintenance, Operations & Transportation</u>
Contact Person <u>James Hickman</u> Ext. <u>005397</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012666</u>

Consultant Authorized Representative	
CONSULTANT'S SIGNATURE	
Brad Visser	Vice-President
<small>PRINT NAME</small>	<small>TITLE</small>
1469 W. 9th Street	
<small>Address</small>	
Upland, CA 91786	
<small>City/State/Zip</small>	
Phone (909) 944-7300	
Email brad@visserbus.com	
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.	

Required Updated Forms
Check off any items that are applicable to the contract:
<input checked="" type="checkbox"/> Fee Schedule
<input type="checkbox"/> Business/Professional License (if expired)
<input checked="" type="checkbox"/> Insurance: General Liability/Professional Liability/E&O
<input checked="" type="checkbox"/> Insurance: Business Auto Liability
<input checked="" type="checkbox"/> Insurance: Workers' Compensation or Certification
<input type="checkbox"/> Other - Professional Service Certificate if expired)



April 17, 2024

Beaumont Unified School District
 350 Brookside Ave.
 Beaumont CA 92223

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

www.visserbus.com

Re: Bus Rates 2024-25

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

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

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

Respectfully,

Brad Visser
 Visser Bus Services



BEAUMONT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made effective on February 12, 2025 (date) by and between Any Beat Entertainment hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

RECITALS

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

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

AGREEMENT

- 1. In consultation and cooperation with the District, the Consultant shall provide the professional services described herein (the “Services”) consistent with acceptable industry standards or better.
The Services are described in further detail:
 - In the 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 February 12, 2025 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ N/A per hour, for a total cost not to exceed \$1,300.00 --or-- for a lump sum of \$ N/A --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile,

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

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

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

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

8. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, "Indemnitees") from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:
- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's 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**
\$5,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.
 Certificate of Auto Liability for \$1,000,000 per occurrence is attached. Consultant certifies it will NOT be transporting anyone on behalf of the District. **OR**
 Certificate of Auto Liability for \$5,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.
 - c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer); \$2,000,000 aggregate**
 Certificate of Professional Insurance is attached.
 - d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;
 Certificate of Educators' Legal Liability is attached.
 - e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.
 Workers' Compensation Insurance Certificate is attached, **OR**
 Sole Proprietor / NO Workers' Compensation Insurance is required. **BUT** must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.
 - f. Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of

electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and network security. Coverage is required only if (1) products or services related to information technology for hardware or software are provided to the District and (2) if Consultant has access to personally identifiable information of the District through the provision of such technology-related products or services.

_____ Certificate of Cyber Liability is attached.

- g. Sexual Abuse and Molestation (SAM) Insurance with limits of not less than \$2,000,000 for each occurrence and an annual aggregate of at least \$4,000,000.

_____ Certificate of SAM Liability is attached.

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

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

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

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

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

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

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

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

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

CONSULTANT:

DISTRICT:

Any Beat Entertainment

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

Name

85 Billings Ave., Beaumont, CA 92223

Address, City, State and Zip

Signature

Date

1/27/2024

CBO or Director of Fiscal Services

Date

(626) 840-4585

Phone

Fax

anybeatentertainment@yahoo.com

Email

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

To the Governing Board of Beaumont Unified School District:

Juan Flores (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 02/12/2025 to the California Department of Justice, and certifies that none have been convicted of any felony specified in Education Code section 45122.1. Consultant shall immediately provide any subsequent arrest and conviction information to the District. Consultant shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of any felony specified in Education Code section 45122.1. Attached hereto, as Exhibit "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 Beaumont, California on 1/27/2024
Date

Signature

JUAN FLORES

Typed or printed name

OWNER

Title

85 Billings Ave, Beaumont, CA 92223

Address

(626) 890-4585

Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

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

Jessica Flores

Jorge Flores

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



Any Beat Entertainment

www.anybeatentertainment.com

Beaumont California

626 840 4585

anybeatentertainment@yahoo.com

ESTIMATE

EST0035

DATE

Jan 27, 2025

TOTAL

USD \$700.00

TO

02/28/2025-Palm Innovation-Family Dance



kmayfield@beaumontusd.k12.ca.us

DESCRIPTION	RATE	QTY	AMOUNT
Bronze package	\$750.00	1	\$750.00
5 Hours of service			
Lit up DJ booth			
2 Speaker set up			
1 Wireless microphone			
T bar light set up			
2 LED wash lights			
Venue uplighting	\$300.00	1	\$300.00
Up to 20 wireless uplights			
2 Hour Traditional Photobooth	\$600.00	1	\$600.00
2 Hours of photo booth service			
Unlimited 4x6 size during the event			
Your choice of backdrop color			
Digital copies/PW protected link of all images			
Custom background color scheme			

SUBTOTAL \$1,650.00

DISCOUNT -\$950.00

TAX (0%) \$0.00

TOTAL USD \$700.00



Any Beat Entertainment

www.anybeatentertainment.com

Beaumont California

626 840 4585

anybeatentertainment@yahoo.com

ESTIMATE

EST0036

DATE

Jan 28, 2025

TOTAL

USD \$600.00

TO

06/04/2025-Palm Innovation-5th Grade Promotion Celebration



kmayfield@beaumontusd.k12.ca.us

DESCRIPTION	RATE	QTY	AMOUNT
Bronze package	\$750.00	1	\$750.00
5 Hours of service			
Lit up DJ booth			
2 Speaker set up			
1 Wireless microphone			
T bar light set up			
2 LED wash lights			
Venue uplighting	\$300.00	1	\$300.00
Up to 20 wireless uplights			
2 Hour Roamer Booth	\$400.00	1	\$400.00
Chose from multiple backdrops			
Custom overlay template			
Digital copy of all images			
Variety of props			
On-site attendant			

SUBTOTAL \$1,450.00

DISCOUNT -\$850.00

TAX (0%) \$0.00

TOTAL USD \$600.00



BEAUMONT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made effective on February 12, 2025 (date) by and between 5th Kind Creations 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 February 12, 2025 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ N/A per hour, for a total cost not to exceed N/A --or-- for a lump sum of \$ \$4,999.99 --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**
\$5,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.
 Certificate of Auto Liability for \$1,000,000 per occurrence is attached. Consultant certifies it will NOT be transporting anyone on behalf of the District. **OR**
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 Sole Proprietor / NO Workers' Compensation Insurance is required. **BUT** must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.
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electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and network security. Coverage is required only if (1) products or services related to information technology for hardware or software are provided to the District and (2) if Consultant has access to personally identifiable information of the District through the provision of such technology-related products or services.

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

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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.

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

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

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

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

CONSULTANT:

DISTRICT:

5th Kind Creations

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

Name

10156 Cherry Ave., Beaumont CA 92223

Address, City, State and Zip

Valerie zagaceta 01/27/2025

Signature

Date

CBO or Director of Fiscal Services

Date

909-557-8251

Phone

Fax

5thkindcreations@gmail.com

Email

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

To the Governing Board of Beaumont Unified School District:

I, 5th Kind Creations (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 February 12, 2025 to the California Department of Justice, and certifies that none have been convicted of any felony specified in Education Code section 45122.1. Consultant shall immediately provide any subsequent arrest and conviction information to the District. Consultant shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of any felony specified in Education Code section 45122.1. Attached hereto, as Exhibit "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 10156 Cherry Ave, California on 1/24/25
Date

Valerie Zagaceta
Signature

Valerie Zagaceta
Typed or printed name

Co-Owner
Title

10156 Cherry Ave., Beaumont CA 92223
Address

909-557-8251
Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

Name of Individual(s)

State if Employee or Sub-Contractor

Ambree Cooper Volunteer

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

ESTIMATE

5th Kind Creations
10156 cherry ave
Beaumont, CA 92223

5thkindcreations@gmail.com
+1 (909) 557-8251



Bill to
Beaumont High School
39139 Cherry Valley Blvd
Beaumont, CA 92223

Ship to
Beaumont High School
39139 Cherry Valley Blvd
Beaumont, CA 92223

Estimate details

Estimate no.: 1005
Estimate date: 01/01/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	01/01/2025	Media Day 2024 -2025	Fall, Winter, Spring- Pictures of each varsity Athlete including 3 poses and a behind the scene video of each sport.	1	\$4,999.99	\$4,999.99
					Total	\$4,999.99

Accepted date

Accepted by



INSPECTOR SERVICES AGREEMENT

This AGREEMENT is made and entered into this 12 day of February 2025, by and between the BEAUMONT UNIFIED SCHOOL DISTRICT (“DISTRICT”), and Stephen Payte DSA Inspections, Inc. (“INSPECTOR”). The DISTRICT and the INSPECTOR are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. The INSPECTOR and the DISTRICT do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect (“DSA”), Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services. The INSPECTOR shall be properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT.

(B) Services to be Provided by the INSPECTOR. The INSPECTOR shall provide to the DISTRICT on the terms set forth herein all the services articulated in Section (C) of this AGREEMENT and as set forth in the INSPECTOR’s Proposal which shall be attached hereto and incorporated herein as EXHIBIT “A” (the “INSPECTOR’s PROPOSAL”). The PARTIES agree that the terms of this AGREEMENT shall be controlling over any of the terms contained within the INSPECTOR’s PROPOSAL.

(C) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 17309 and 17311 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

- (1) **General.** The INSPECTOR shall act under the direction of the architect and registered engineer. The Inspector shall attend all planning, pre-construction conferences, project meetings, and/or meetings as required by the DISTRICT.
- (2) **Duties.** The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:
 - (a) **Continuous Inspection Requirement.** The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress, as set forth in California Education Code Section 17309, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have or assume any duties which will prevent him/her from providing continuous inspection.

(b) Relations with Architect and Engineer. The INSPECTOR shall work under the general direction of the architect or registered engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the architect or registered engineer for his interpretation and instructions. In no case, however, shall the instruction of the architect or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File.

(i) The INSPECTOR shall keep a Job File on the PROJECT jobsite at all times in an organized manner (along with a back-up of the files on some other media such as a hard drive or back-up electronic file service). The INSPECTOR's Job File shall be readily accessible to the DSA, the DISTRICT, Project Architect/Engineer upon site visits and upon request. The INSPECTOR's Job File shall include all documents required to be maintained on a school construction site in accordance with Title 24 including, but not limited to, the following:

- (A) Form DSA 152 – Project Inspection Card(s)
- (B) DSA approved plans and specifications;
- (C) DSA approved Form DSA 103 – Statement of Structural Tests and Special Inspections
- (D) Deferred submittals as required by the DSA approved plans;
- (E) DSA approved addenda and revisions;
- (F) DSA approved Construction Change Documents;
- (G) Contractor submittals (construction schedule, shop drawings, material certificates, products labels, concrete trip tickets, etc.) as required by the DSA approved Construction Documents;
- (H) Communication log; all communications and project related meeting minutes/notes;
- (I) Deviation Notices (Form DSA 154), as delivered to the DSA, Project Architect/Engineer and Contractor with log listing all notices with resolution status;
- (J) Notices of Deviations/Resolution of Deviations (Form DSA 154);
- (K) Inspector Daily Reports;
- (L) Laboratory tests and inspection reports (Form DSA 291);
- (M) Special inspection reports (Form DSA 292);
- (N) Geotechnical reports (Form DSA 293);
- (O) Records of concrete placing operations;
- (P) Records of welding operations;
- (Q) Records of pile driving operations;
- (R) Verified reports from all parties required to file verified reports;
- (S) Completed semi-monthly reports;
- (T) DSA Field Trip Notes;
- (U) Project Inspector Notifications (Form DSA 151);
- (V) Contractor Notification to Project Inspector Commencement/Completion of Work (Form DSA 156);
- (W) Certificate of Compliance – Approved Bleacher/Grandstand Fabricator (Form DSA 130);

- (X) Applicable codes and referenced standards;
- (Y) Any other documents required to provide a complete record of construction.

The INSPECTOR shall notify the DISTRICT immediately when the Architect, Engineer, Contractor, Laboratory of Record, Special Inspector, or any other party involved in the construction of the PROJECT, has failed to timely prepare and submit any of the above documents to the DSA and/or the INSPECTOR as required by Title 24 and PR 13-01. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

(ii) The INSPECTOR shall provide the DISTRICT with a copy of the entire Job File with the exception of the building codes and standards at the completion of the PROJECT.

(iii) Notwithstanding any other requirements in this AGREEMENT or Title 24, the INSPECTOR shall ensure that copies of the following documents are submitted to the DSA from the INSPECTOR's Job File which shall hereinafter be collectively referred to as the "DSA Document Submittal":

- (A) All completed Form DSA 152 documents required for the completion of the PROJECT;
- (B) All completed Form DSA 6PI documents including interim and final verified reports;
- (C) All completed Form DSA 6AE documents including interim and final verified reports;
- (D) The completed Form DSA 6C documents from each contractor having a contract with the SCHOOL;
- (E) All completed Form DSA 292 documents including interim and final reports prepared by the Special Inspectors;
- (F) All completed Form DSA 291 documents including interim and final reports prepared by the Engineering Manager of the Laboratory of Record;
- (G) All completed Form DSA 293 documents including interim and final reports prepared by the Geotechnical Engineer;
- (H) The completed Form DSA 130 Certificate of Compliance for Bleachers and Grandstand Fabricator as applicable.

(iv) The documents making up the DSA Document Submittal shall be submitted to the DSA upon any of the following events:

- (A) The services of the INSPECTOR are terminated for any reason prior to the completion of the PROJECT;
- (B) The PROJECT is substantially complete in accordance with DSA requirements;
- (C) The work on the PROJECT is suspended for a period of more than one (1) year; or
- (D) Upon the request of the DSA.

(v) The INSPECTOR shall immediately return any unapproved documents to the Architect for proper action and notify the DSA if the Contractor proceeds with construction activities in accordance with such unapproved documents.

(vi) All documents required to be submitted to the DSA by the INSPECTOR in accordance with Title 24, PR 13-01 and this AGREEMENT shall also be submitted electronically in accordance with the DSA's approved procedures for the submittal of such documents.

(d) Project Inspection Cards.

(i) The INSPECTOR shall obtain the Project Inspection Cards ("PIC") (Form DSA 152) necessary for the inspection of the PROJECT from the Project Architect/Engineer for the INSPECTOR's use in approving and signing off work as it is completed on the PROJECT. The Inspector shall notify the DSA Regional Office with the construction oversight authority over the PROJECT, by phone and electronically, if construction commences without the INSPECTOR having received the PIC's necessary for the inspection and completion of the PROJECT.

(ii) The INSPECTOR shall complete each PIC as the work progresses pursuant to Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The INSPECTOR shall not approve and sign off a block or section on a PIC unless the INSPECTOR has verified that: (1) the identified work is in compliance with the DSA approved Construction Documents; (2) all required testing and special inspections have been completed; (3) any and all deviations from the DSA approved Construction Documents have been resolved; (4) all DSA field trip note issues have been resolved; and (5) all required documentation has been received by the INSPECTOR.

(iii) The INSPECTOR shall post all PIC's in the INSPECTOR's Project File and shall electronically post the PIC's with the DSA as work is being completed on the PROJECT. Electronic posting of the PIC's shall be performed by emailing the PIC's to the DSA Regional Office with the construction oversight authority over the PROJECT. The INSPECTOR shall consistently update the PIC's as work on the PROJECT is being completed. Each time the INSPECTOR updates the PIC's in the INSPECTOR's Project File, the INSPECTOR shall simultaneously update the corresponding PIC posted electronically with the DSA to ensure the PIC's in the INSPECTOR's Project File are current and consistent with the PIC's that are posted electronically with the DSA. The INSPECTOR shall allow any party involved in the construction of the PROJECT to review any PIC at the INSPECTOR's office upon request. The INSPECTOR shall provide a current copy of any PIC to the DSA, the DISTRICT, Project Architect/Engineer or any other state agency upon request.

(iv) The INSPECTOR shall collect copies of the Interim Verified Reports prepared by the Project Architect/Engineer (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the following sections of the PIC's as applicable:

- (A) Initial Site Work and Foundation Preparation;
- (B) Vertical and Horizontal Framing;
- (C) Appurtenances;
- (D) Finish Site Work and Other Work; and
- (E) Final

If the Project Architect/Engineer has delegated responsibility for any portion of the PROJECT's design to other engineers, the INSPECTOR shall likewise obtain copies of the Interim Verified Reports prepared by such engineers (Form DSA 6-AE) prior to the

INSPECTOR's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to the other engineers. In the case of a Geotechnical engineer, the INSPECTOR shall collect a copy of the Interim Verified Report (Form DSA 293) prepared by such Geotechnical engineer as applicable before the INSPECTOR can approve and sign off any of the above sections that relate to the portions of the PROJECT that were delegated to the Geotechnical engineer.

(v) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 291) prepared by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require testing or special inspections by the employees of the Laboratory of Record as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work and Foundation Preparation;
- (B) Vertical and Horizontal Framing;
- (C) Appurtenances;
- (D) Finish Site Work and Other Work; and
- (E) Final

(vi) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 292) prepared by any Special Inspector not employed by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require special inspections by such Special Inspectors as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work and Foundation Preparation;
- (B) Vertical and Horizontal Framing;
- (C) Appurtenances;
- (D) Finish Site Work and Other Work; and
- (E) Final

(vii) The INSPECTOR shall obtain the original PIC's for the in-plant construction of any relocatable building being placed on the PROJECT site as part of the PROJECT at the time such relocatable building is delivered to the PROJECT site. The INSPECTOR shall post such PIC's in the INSPECTOR's Project File and with the DSA. The INSPECTOR shall also provide the DISTRICT and the Project Architect/Engineer with copies of the PIC's from the in-plant construction of the relocatable buildings that were prepared by the in-plant project inspector.

(viii) The INSPECTOR shall immediately notify the DSA Regional Office with construction oversight authority over the PROJECT, by phone and electronically, if applicable blocks/sections of any PIC have not been signed off by the INSPECTOR and the Contractor on the PROJECT is proceeding with construction activities that are covering the unapproved work.

(e) Testing and Special Inspections.

(i) The INSPECTOR shall obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the Project Architect/Engineer prior to the commencement of construction and maintain a copy of the approved DSA 103 form in the INSPECTOR's Project File for the duration of the PROJECT. The INSPECTOR

shall thoroughly review and evaluate the approved Form DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

(ii) The INSPECTOR shall meet with the Project Architect/Engineer, DISTRICT and Contractor as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

(iii) The INSPECTOR shall meet with the Laboratory of Record and all Special Inspectors that are not employed by the Laboratory of Record to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents. The INSPECTOR shall ensure that the Laboratory of Record and all Special Inspectors obtain copies of the DSA approved Construction Documents and a copy of the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of construction on the PROJECT.

(iv) The INSPECTOR shall verify that each laboratory providing materials/structural testing is approved by the DSA to provide the services being performed by such laboratory in connection with the completion of the PROJECT. The INSPECTOR shall verify that all Special Inspectors employed by the Laboratory of Record are performing under the supervision of the Engineering Manager of the Laboratory of Record. The INSPECTOR shall verify the current certification of all Special Inspectors working on the PROJECT who are not employed by the Laboratory of Record prior to the commencement of any construction work that requires special inspection as required by the DSA approved Construction Documents.

(v) INSPECTOR shall monitor the work of the Laboratory of Record and all Special Inspectors who are not employed by the Laboratory of Record to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The INSPECTOR shall verify that all necessary tests and special inspections are completed and that all necessary reports are collected by the INSPECTOR and posted in the INSPECTOR's Project File and posted electronically with the DSA prior to the start of the construction work requiring such test and/or special inspections and prior to the INSPECTOR signing off or otherwise approving any block/section of a PIC that requires testing and/or special inspection according to the DSA approved Construction Documents.

(vi) Copies of all daily inspection reports, special daily inspection reports, Interim Verified Reports, Verified Reports and any other reports related to the testing and special inspections performed on the PROJECT, pursuant to the DSA approved Construction Documents, shall be maintained and posted in the INSPECTOR's Project File throughout the duration of the PROJECT. All testing and special inspection related reports obtained by the INSPECTOR pursuant to this Section (C)(2)(e) shall also be posted electronically with the DSA.

(f) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.

- (g) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT. Such reports shall include, but not be limited to, the following information:
- (i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.
 - (ii) Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.
 - (iii) Weather conditions.
 - (iv) Equipment and materials delivered to the site.
 - (v) Construction equipment and vehicles utilized and duration on PROJECT.
 - (vi) Nature and location of the work being performed (starting and completion dates for various portions of the work).
 - (vii) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.
 - (viii) Inspection by representatives of regulatory agencies.
 - (ix) Occurrences or conditions that might affect Contract Sum or Contract Time.
 - (x) Visitors to the site, titles, and employers of visitors, and reasons for visit.
 - (xi) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the DISTRICT.
 - (xii) Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
 - (xiii) Times of day INSPECTOR was present on site.
- (h) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:
- (i) When work is started on the PROJECT.
 - (ii) At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.
 - (iii) At least 48 hours in advance of the first pour of concrete.
 - (iv) When work is suspended for a period of more than two weeks.

- (i) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:
 - (i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.
 - (ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
 - (iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT. At the end of each individual PROJECT, the INSPECTOR shall provide to the DISTRICT with all PROJECT documentation in a professional format, both in binders and on a computer CD.

A complete and accurate copy of all records kept or created by the INSPECTOR arising under or connected in any way to the PROJECT shall be furnished by the INSPECTOR to the DISTRICT immediately upon written demand by the DISTRICT.

- (j) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

- (k) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.
- (l) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the school board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

(D) Insurance. The INSPECTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect the INSPECTOR and DISTRICT from claims which may arise out of or result from the INSPECTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by

themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- (1) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, in no event shall such policy limit be less than \$1,000,000.00.
- (2) Comprehensive general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage liability per occurrence, including:
 - a. Owned, non-owned and hired vehicles at cash value;
 - b. Blanket contractual;
 - c. Broad form property damage;
 - d. Products/completed operations; and
 - e. Personal injury.
- (3) Professional liability insurance, including contractual liability, with limits of One Million Dollars (\$1,000,000), per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that INSPECTOR subcontracts any portion of INSPECTOR's duties, INSPECTOR shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
- (4) Each policy of insurance required in Section D(2) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the INSPECTOR, and in such event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

(E) The DISTRICT agrees to pay the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A". This AGREEMENT is based on estimated Time and Material expense. In no event shall the total payment to INSPECTOR under this AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of Four Thousand Two Hundred Dollars (\$4,200.00), inclusive of all Reimbursable Expenses, for all services performed and expenses incurred pursuant to this AGREEMENT.

(F) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT. The INSPECTOR shall devote each working day to the inspection of Starlight Elementary Library Overhang Project (hereinafter referred to as the "PROJECT(S)").

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

- (1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.
- (2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (G)(3) below, and INSPECTOR 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 INSPECTOR.
- (3) This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.
- (4) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the INSPECTOR's termination, the INSPECTOR shall provide copies of all current PIC's in the INSPECTOR's Project File to the DISTRICT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT.
- (5) In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

(6) THE DISTRICT AND INSPECTOR UNDERSTAND AND AGREE THAT SECTION (G) OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

- (1) Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and
- (2) 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 the INSPECTOR or any person, firm or corporation employed by the INSPECTOR related to, founded upon or in connection with this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;
- (3) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the 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 the DISTRICT.
- (4) Business Automobile Liability. Liability for bodily injury or property damage claims arising out of the use of owned, hired, or non-owned automobiles operated by the INSPECTOR, its officers, agents, employees or anyone employed by the INSPECTOR, in connection with work performed under this AGREEMENT.
- (5) INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees on account of or founded upon any of the causes, damages or injuries identified herein Section (H) and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
- (6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT OR OTHERWISE INCLUDED IN THE CONSULTANT'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(7) ANY ATTEMPT TO LIMIT THE INSPECTOR'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE INSPECTOR.

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

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

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

(L) This AGREEMENT shall be governed by the laws of the State of California.

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

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

(O) Time is of the essence with respect to all provisions of this AGREEMENT.

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

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

(R) All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by this reference as though fully set forth in each instance in the text hereof unless otherwise excluded by this AGREEMENT.

(S) This AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

(T) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of the INSPECTOR's interests set forth herein without the DISTRICT's written approval shall be void and shall be given no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without the prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.


(U) Administration. The INSPECTOR shall produce, or shall hire the necessary independent contractors and/or consultants needed to produce, a clerically smooth product for the DISTRICT and for the INSPECTOR's routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

(V) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

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

INSPECTOR:

Stephen Payte DSA Insections, Inc.

By: 
Stephen Payte (Jan 21, 2025 19:02 PST)

Stephen Payte President

DISTRICT:

Beaumont Unified School District

By: _____

Carmen Ordonez, Director of Fiscal Services

EXHIBIT “A”

(Fill in Applicable Rates Below or Attach Inspector’s Proposal, if any, for Rates and/or Additional Basic Services)

Proposal for Inspection Services

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

December 27, 2024

Re: DSA Project Inspection Services for Starlight Library Overhang Project (04-123287)

We will provide required DSA Inspection Services as defined in Title 24, Part 1, Sections 4-333 and 4-342 and DSA Interpretation of Regulations. Our proposal is for one (1) part-time DSA Inspector (Class 3 or higher), for the duration of the project. Services will be billed at completion of work, at a total cost of \$4,200.00

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

Sincerely,



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






Stephen Payte DSA Inspections, Inc. 2-11-25

Final Audit Report

2025-01-21

Created:	2025-01-21 (Pacific Standard Time)
By:	Destiny Wright (dwright@beaumontsd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuvdf3HZcOzzvyg5sWezne4cXdZJNOFj5

"Stephen Payte DSA Inspections, Inc. 2-11-25" History

-  Document created by Destiny Wright (dwright@beaumontsd.k12.ca.us)
2025-01-21 - 4:25:33 PM PST- IP address: 204.100.121.1
-  Document emailed to Stephen Payte (stephen@dsainspections.com) for signature
2025-01-21 - 4:26:28 PM PST
-  Email viewed by Stephen Payte (stephen@dsainspections.com)
2025-01-21 - 5:06:12 PM PST- IP address: 146.75.146.0
-  Document e-signed by Stephen Payte (stephen@dsainspections.com)
Signature Date: 2025-01-21 - 7:02:31 PM PST - Time Source: server- IP address: 172.119.53.159
-  Agreement completed.
2025-01-21 - 7:02:31 PM PST





CONSULTANT SERVICES AGREEMENT

(SPECIAL INSPECTION AND/OR TESTING SERVICES)

This AGREEMENT is made and entered into this 12 day of February in the year 20 25 (“EFFECTIVE DATE”), by and between the BEAUMONT UNIFIED SCHOOL DISTRICT, hereinafter referred to as (the “DISTRICT”), and Verdantas, hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

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

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

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I

SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT

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

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

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

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

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

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III **TERMINATION**

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

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

the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to the CONSULTANT.

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

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

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

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

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

ARTICLE IV
REPORTS AND/OR OTHER DOCUMENTS

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

ARTICLE V
ACCOUNTING RECORDS OF THE CONSULTANT

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

ARTICLE VI
COMPENSATION TO THE CONSULTANT

1. The DISTRICT shall compensate the CONSULTANT as follows:
 - a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in EXHIBIT "A", inclusive of reimbursable expenses, for performing the basic services required by this AGREEMENT subject to the limitations set forth herein this Article VI, Section 1(a). In no event shall the CONSULTANT's compensation exceed Five Thousand Six Hundred Twenty Five Dollars (\$5,625.00) for performing all the basic services detailed in Article II and EXHIBIT "A". CONSULTANT shall invoice costs monthly for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation.
 - b. Invoices requesting payment for Additional Services performed in accordance with Article VII below must reflect the compensation approved by the DISTRICT and include a copy of the DISTRICT's written authorization. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services and no claim by the

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

ARTICLE VII
ADDITIONAL CONSULTANT SERVICES

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

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

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

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

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

ARTICLE VIII
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

Verdantas

DISTRICT:

Beaumont Unified School District

By: Jason Hertzberg
Jason Hertzberg (Jan 23, 2025 16:01 PST)
Jason Hertzberg AVP, Group Leader

By: Carmen Ordonez, Director of Fiscal Services

EXHIBIT “A”

(INSERT CONSULTANT’S PROPOSAL)

January 8, 2025

Proposal No. 038.P000031917

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

Attention: Ms. Ana Gonzalez
Director of Facilities Planning

**Subject: Proposal for Special Inspection Services
Library Overhang Project
Beaumont Unified School District
Starlight Elementary School
1510 Cougar Way, Beaumont, California 92223
DSA Application No. 04-123287**

In response to your request, Verdantas Inc. (formerly Leighton Consulting, Inc.) presents this proposal to provide special inspection services for the proposed Library Overhang installation project within the existing Starlight Elementary School Campus located at 1510 Cougar Way in the City of Beaumont, California. This is a scope and fee proposal, our qualifications have been previously provided to the District; additional qualifications can be provided upon request.

PROJECT DESCRIPTION

Our understanding of this project is based on the provided Project Drawings and Project Specifications, DSA reviewed on June 3, 2024, and the DSA 103-22: Listing of Structural Tests and Special Inspections for DSA Application No. 04-123287.

We understand the project consists of the installation of an approximately 27 foot by 5 foot, wood-framed, overhang addition along the northwest facing wall of the existing Administration and Library Building (Building A). We understand the overhang will be supported by four (4) galvanized pipe braces along the length of the overhang connected to the existing Building A Wall.

A construction schedule was not available at the time of this proposal but based on email correspondence with the District, we understand the project is expected to begin on March 31, 2025 and continue until approximately April 25, 2025.

PROPOSED SCOPE OF WORK

Our scope of services for this project will consist of special inspection services during construction as DSA Laboratory of Record (LEA #063). In addition, we will also provide as-needed materials (civil) engineering consultation services during construction. For planning purposes, we propose the following scope of work:

Fieldwork

Site safety is the responsibility of the contractor. Therefore, we will notify your site representative whenever we are on site. We will provide our field representatives with conventional and customary personal protection for construction sites, including a hard hat, orange vest and eye protection, and they will wear hard-sole shoes. Please notify us if any additional personal protection is required specific to this site and project. Our field personnel will also be pre-screened with the California Department of Justice *Live Scan* program.

Upon completion of activities for the day, our field personnel will report to your on-site field representative. Our *Daily Field Reports* (DFRs) will be brought to the project superintendent or designated field representative (e.g., District's construction manager), for their confirmation of activities and hours worked each day; and for their signature on the DFR to document their confirmation and comprehension of what was reported.

Based on our understanding of the project as described in the previous section of this proposal, anticipated tasks for our scope of services will consist of the following:

- **Pre-Construction Meeting:** If required, our field operations manager will attend a pre-construction meeting with representatives of the contractors/sub-contractors and construction management to establish any site access restrictions, points of contact, protocol for scheduling our services, and distribution lists for test results.
- **Steel:** We will provide an American Welding Society (AWS) Certified Welding Inspector (CWI) with ICC structural steel and bolting to verify and inspect steel during shop fabrication and construction in the field. Their work will consist of periodic and/or continuous inspection of:

- Material identification.
- Welded connection of structural steel and cold-formed steel deck, and reinforcing steel, if required.
- Our CWI will also tabulate/record inspected welds, including listing defective welds and documenting correction of defects. Our CWI will also check weld filler materials, equipment, welding procedure specifications, and ability of the welder, as necessary. Our inspector may use non-destructive testing such as magnetic particle, ultrasonic or any other aid in addition to visual inspection that they may deem necessary to assure the adequacy of the welding per approved structural plans and job specifications.

Reports of tests presenting applicable information will be prepared at the completion of laboratory testing, and electronic copies (PDFs) e-mailed. Our professional and clerical support services will also include the following:

- **Project Management/OC:** A California licensed Civil Engineer (PE) will review all DFRs and laboratory test results, and staff will prepare reports for distribution. Materials concerns encountered in the field and noted in DFRs, and any material tested and found to not conform to project specifications, will be brought to the attention of the District's designated representative and your DSA designated Project Inspector. Supervision, quality and project management will be provided by our Civil Engineer (PE) as Laboratory of Record (LOR).
- **Project Closeout:** We will prepare DSA-291 (Laboratory of Record Verified Report) forms as the inspection card requires (interims) and when the project is completed (final), which will be required by DSA to properly closeout this project. These forms will also be uploaded to the DSA "Box".

SCHEDULE

We request at least two working days' advance notice when scheduling our field personnel at the commencement of work; while work thereafter may be scheduled with one working day (minimum 24 hour) notice. Calls and or emails to our dispatch ([949-456-9002](tel:949-456-9002) / leightondispatch@verdantas.com) after 3:00 pm (prior work day) or on weekends and holidays are not addressed until the first following working day, without prior project-specific arrangement. We anticipate our personnel will be on site part time for special inspection (only), as requested by your field representative. We request that you "partner-with-us" to manage our budget, by avoiding unnecessary trips to the site and to combine required tasks, whenever possible, into one visit. We will work with your field representative to reduce standby time or unnecessary trips to the site.

- **No Professional Consultation Budgeted:** Our estimate does not include costs for design consultation, plan reviews, third-party review, wet weather mitigation and/or response to comments of any regulatory agency, though we can provide these services as needed.
- **Invoicing:** We assume that our standard invoice and breakdown of fees will be acceptable for payment. A typical copy can be provided upon request.
- **Relying on Provided Construction Design Documents:** We rely on others to provide and make us aware of approved plans and specifications modifications and updates. Changes to project drawings and specifications and updates to the construction schedule may affect our scope and budget.

Terms and Conditions

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

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

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

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

If this proposal is acceptable, please provide us with an agreement for these services.

C L O S I N G

We appreciate the opportunity to be of continued service to Beaumont Unified School District. If you have any questions or information that would update our scope of work, please contact us at your convenience. The undersigned can be reached at 909-484-2205, directly at the phone extension and e-mail address listed below.

Respectfully submitted,

VERDANTAS INC.



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

Attachments: Table 1 - Breakdown of Estimated Fees
Amended Professional Fee Schedule

Distribution: Addressee (PDF via e-mail)

Verdantas Inc.

Table 1 Estimated Fees

Beaumont USD Starlight ES Overhang MTI
Special Inspections

1/8/2025
Proposal # 038.P000031917

TASK DESCRIPTION	RATE	UNITS	COST	
Pre-Construction Meeting/Project Review				
Senior Project Engineer	\$235.00 / hour	1	\$235.00	
Operations Manager	\$195.00 / hour	2	\$390.00	
Field Observation and Sampling				
Non-PW				
Special Inspector	Welding (Shop)	\$105.00 / hour	12	\$1,260.00
Special Inspector	Material ID	\$105.00 / hour	4	\$420.00
PW				
Special Inspector (Prevailing Wage)	Welding (Field)	\$165.00 / hour	12	\$1,980.00
SUBTOTAL			\$3,660.00	
Project Administration and Management				
Associate		\$255.00 / hour	2	\$510.00
Senior Project Engineer		\$235.00 / hour	2	\$470.00
Dispatcher		\$90.00 / hour	2	\$180.00
Project Administrator/Word Processor		\$90.00 / hour	2	\$180.00
SUBTOTAL			\$1,340.00	
TOTAL ESTIMATED COST			\$5,625.00	



LABOR RATES

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Technician I.....	95	Project Administrator/Word Processor/Dispatcher	90
Technician II / Special Inspector.....	105	Information Specialist.....	130
Senior Technician / Senior Special Inspector	120	CAD Operator.....	155
Prevailing Wage (field soils / materials tester) *	155	GIS Specialist.....	155
Prevailing Wage (Special Inspector) *	165	GIS Analyst	180
Prevailing Wage (On site Source Inspector, NDT and soil remediation O&M)*	168	Staff Engineer / Geologist / Scientist.....	170
System Operation & Maintenance (O&M) Specialist.....	165	Senior Staff Engineer / Geologist / Scientist / ASMR.....	180
Non Destructive Testing (NDT).....	168	Operations / Laboratory Manager	195
Deputy Inspector.....	130	Project Engineer / Geologist / Scientist.....	215
Field / Laboratory Supervisor.....	165	Senior Project Engineer / Geologist / Scientist / SMR.....	235
Source Inspector	155	Associate.....	255
City of Los Angeles Deputy Building (including Grading) Inspector	175	Principal.....	295
		Senior Principal.....	335

* See Prevailing Wages in Terms and Conditions

GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CLASSIFICATION & INDEX PROPERTIES		COMPACTION & PAVEMENT SUBGRADE TESTS	
Photograph of sample.....	15	Standard Proctor compaction, 4 points (ASTM D698)	
Moisture content (ASTM D2216)	25	- 4 inch diameter mold (Methods A & B).....	170
Moisture & density (ASTM D2937) ring samples.....	37	- 6 inch diameter mold (Method C).....	230
Moisture & density (ASTM D2937) Shelby tube or cutting	45	Modified Proctor compaction 4 points (ASTM D1557):	
Atterberg limits 3 points (ASTM D4318):.....	160	- 4 inch diameter mold Methods A & B	235
- Single point, non-plastic.....	90	- 6 inch diameter mold Method C	265
- Atterberg limits (organic ASTM D2487 / D4318)	195	Check point (per point)	70
- Visual classification as non-plastic (ASTM D2488).....	15	Relative compaction of untreated/treated soils/aggregates (CTM 216)	270
Particle size:.....		Relative density 0.1 ft mold (ASTM D4253, D4254)	250
- Sieve only 1½ inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	155	California Bearing Ratio (ASTM D1883)	
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	195	- 3 point.....	535
- Hydrometer only (ASTM D7928)	120	- 1 point.....	200
- Sieve + hydrometer ≤3 inch sieve, (ASTM D7928)	200	R-Value untreated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	335
- Percent passing #200 sieve, wash only (ASTM D1140)	75	R-Value lime or cement treated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	365
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ASTM D854/CTM 207)	140		
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206)	110	SOIL CHEMISTRY & CORROSIVITY	
- Total porosity - on Shelby tube sample (calculated).....	180	pH Method A (ASTM D4972 or CTM 643)	50
- Total porosity - on other sample (calculated).....	165	Electrical resistivity – single point – as received moisture	50
Shrinkage limits wax method (ASTM D4943)	135	Minimum resistivity 3 moisture content points (ASTM G187/CTM 643).....	95
Pinhole dispersion (ASTM D4647).....	225	pH + minimum resistivity (CTM 643).....	140
Dispersive characteristics (double hydrometer ASTM D4221)	215	Sulfate content - gravimetric (CTM 417 B Part 2)	75
As-received moisture & density (chunk/carved samples)	65	Sulfate content - by ion chromatograph (CTM 417 Part 2)	85
Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217)	115	Sulfate screen (Hach®)	35
		Chloride content (AASHTO T291/CTM 422)	75
SHEAR STRENGTH		Chloride content – by ion chromatograph (AASHTO T291/CTM 422)	85
Pocket penetrometer	20	Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643).....	285
Direct shear (ASTM D3080, mod., 3 points):		Organic matter content (ASTM D2974).....	70
Consolidated undrained - 0.05 inch/min (CU)	320		
Consolidated drained - <0.05 inch/min (CD).....	385	CONSOLIDATION & EXPANSION/SWELL TESTS	
Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear).....	55	Consolidation (ASTM D2435):	210
Remolding or hand trimming of specimens (3 points).....	95	Each additional time curve.....	50
Oriented or block hand trimming (per hour)	70	Each additional load/unload w/o time reading	45
Single point shear	115	Expansion Index (ASTM D4829)	140
Torsional shear (ASTM D6467 / ASTM D7608).....	880	Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only).....	115
		Swell collapse Method A up to 10 load/unloads w/o time curves (ASTM D4546-A)	310

METHOD	\$/TEST
TRIAXIAL TESTS	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166)	145
Unconsolidated undrained triaxial compression test on cohesive soils (UU, ASTM D2850, USACE Q test, per confining stress).....	185
Consolidated undrained triaxial compression test for cohesive soils, (CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	400
Consolidated drained triaxial compression test (CD, USACE S), with volume change measurement. Price per soil type below EM 1110-2-1906(X):	
Sand or silty sand soils (per confining stress).....	400
Silt or clayey sand soils (per confining stress)	535
Clay soils (per confining stress)	755
Three-stage triaxial (sand or silty sand soils).....	700
Three-stage triaxial (silt or clayey sand soils).....	935
Three-stage triaxial (clay soils)	1,320
Remolding of test specimens	70

METHOD	\$/TEST
HYDRAULIC CONDUCTIVITY TESTS	
Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C):.....	335
Each additional effective stress.....	130
Hand trimming of soil samples for horizontal K	65
Remolding of test specimens	70
Permeability of granular soils (ASTM D2434)	145
Soil suction (filter paper method, ASTM D5298)	430
SOIL-CEMENT	
Moisture-density curve for soil-cement mixtures (ASTM D558)	260
Wet-dry durability of soil-cement mixtures (ASTM D559) ¹	1,290
Compressive strength of molded soil-cement cylinder (ASTM D1633) ¹ ..	65
Soil-cement remolded specimen (for shear strength, consolidation, etc.) ¹	250
¹ Compaction (ASTM D558 maximum density) should also be performed – not included in above price	

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	\$/TEST
CONCRETE STRENGTH CHARACTERISTICS	
Concrete cylinders compression (ASTM C39) (6" x 12" and 4" x 8")	40
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42).....	45
Trimming concrete cores (per core)	25
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523).....	90
Flexural strength of concrete (simple beam-center pt. loading, ASTM C293/CTM 523).....	90
Non shrink grout cubes (2 inch, ASTM C109/C1107).....	30
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157)	430
Length of concrete cores (CTM 531)	45
HOT MIX ASPHALT (HMA)	
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371)	2,250
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324)	965
Superpave gyratory compaction (AASHTO T312/ASTM D6925)	375
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382)	160
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382)	1,445
Extraction by centrifuge, percent asphalt (ASTM D2172)	160
Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 202).....	145
Stabilometer, S-Value (ASTM D1560/CTM 366)	285
Bituminous mixture preparation (AASHTO R30/CTM 304)	85
Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370)	65
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 308).....	55
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ASTM D1188/CTM 308).....	60
Maximum density - Hveem (CTM 308).....	215
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309).....	140
Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549)	45
Wet track abrasion of slurry seal (ASTM D3910)	160
Rubberized asphalt (add to above rates)	+25%
BRICK	
Compression - cost for each, 5 required (ASTM C67)	55
Absorption - cost for each, 5 required (ASTM C67)	55

METHOD	\$/TEST
AGGREGATE PROPERTIES	
Bulk density and voids in aggregates (AASHTO T19/ASTM C29/ CTM 212).....	55
Organic impurities in fine aggregate sand (AASHTO T21/ASTM C40/CTM 213)	65
LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/CTM 211).....	215
LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C535/CTM 211)	270
Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C128/CTM 208).....	140
Specific gravity and absorption of coarse aggregate (ASTM C127/CTM 206) >#4 retained.....	110
Clay lumps, friable particles (AASHTO T112/ASTM C142).....	190
Durability Index (AASHTO T210/ASTM D3744/CTM 229)	215
Moisture content of aggregates by oven drying (AASHTO T255/ASTM C566/CTM 226)	45
Uncompacted void content of fine aggregate (AASHTO T304/ ASTM C1252/ CTM 234)	140
Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 205).....	145
Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235).....	230
Cleanness value of coarse aggregate (CTM 227)	225
Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214)	240
Soundness, sodium (AASHTO T104/ASTM C88/CTM 214).....	695
MASONRY	
Mortar cylinders 2" x 4" (ASTM C780)	35
Grout prisms 3" x 6" (ASTM C1019).....	35
Masonry cores compression, ≤6" diameter - testing only (ASTM C42).....	45
Masonry core shear testing (Title 24)	85
Veneer bond strength, cost for each - 5 required (ASTM C482)	60
CMU compression to size 8" x 8" x 16" - 3 required (ASTM C140).....	60
CMU moisture content, absorption & unit weight - 6 required (ASTM C140)	55
CMU linear drying shrinkage (ASTM C426).....	190
CMU grouted prisms compression test ≤8" x 8" x 16" (ASTM C1314).....	215
CMU grouted prisms compression test > 8" x 8" x 16"(ASTM C1314).....	270
BEARING PADS/PLATES AND JOINT SEAL	
Elastomeric bearing pads (Caltrans SS 51-3)	1,060
Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3)	1,315
Type A Joint Seals (Caltrans SS 51-2)	1,735

METHOD	\$/TEST
Type B Joint Seals (Caltrans SS 51-2)	1,640
Bearing plates (A536)	770

REINFORCING STEEL AND PRESTRESSING STRANDS

Rebar tensile test, ≤ up to No. 11 (ASTM A370).....	70
Rebar tensile test, ≥ No. 14 & over (ASTM A370).....	215
Rebar bend test, up to No. 11 (ASTM A370).....	70
Rebar bend test, ≥ No. 14 & over (ASTM A370)	215
Resistance butt-welded hoops/bars, tensile test, ≤ up to No. 10 (CTM 670)	70
Resistance butt-welded hoops/bars, tensile test, ≥ No. 11 & over (CTM 670).....	90
Mechanical rebar splice, tensile test, ≤ up to No. 11 (CTM 670)	70
Mechanical rebar splice, slip test, ≤ up to No. 11 (CTM 670).....	45
Mechanical rebar splice, tensile test, ≥ No. 14 & over (CTM 670)	215
Mechanical rebar splice, slip test, ≥ No. 14 & over (CTM 670).....	215
Headed rebar splice, tensile test, ≤ up to No. 11 (CTM 670)	70
Headed rebar splice, tensile test, ≥ No. 14 & over (CTM 670)	215
Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775/A934)	50
Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775/A934)	70
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775/A934)	50
Prestressing wire, tension (ASTM A416)	190
Sample preparation (cutting)	55

METHOD	\$/TEST
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STREET LIGHTS/SIGNALS

LED Luminaires / Signal Modules / Countdown Pedestrian Signal Face Modules (Caltrans RSS 86)	1,390
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SPRAY APPLIED FIREPROOFING

Unit weight (density, ASTM E605)	65
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FASTENERS / BOLTS / RODS

F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370).....	70
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	80
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	70
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370).....	80
A593 Bolts, tensile test, ≤ up to 1-1/4" diameter, stainless steel (ASTM A370)	70
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370) ...	110
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370).....	130

SAMPLE TRANSPORT

Pick-up and delivery (weekdays, per trip, <50 mile radius from our office).....	110
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EQUIPMENT LIST

ITEM	\$ UNIT
1/4 inch Grab plates	5 each
1/4 inch Tubing (bonded)	0.60 foot
1/4 inch Tubing (single).....	0.40 foot
3/8 inch Tubing, clear vinyl	0.60 foot
4-Gas meter (RKI Eagle or similar)/GEM 2000	140 day
Air flow meter and purge pump (200 cc/min)	55 day
Box of 24 soil drive-sample rings.....	130 box
Brass sample tubes	11 each
Caution tape (1000-foot roll)	22 each
Combination lock or padlock	15 each
Compressed air tank and regulator.....	55 day
Concrete coring machine (≤6-inch-dia).....	160 day
Consumables (gloves, rope, soap, tape, etc.)	40 day
Core sample boxes	30 each
Crack monitor Two-Dimensional.....	30 each
Crack monitor Three-Dimensional	40 each
Cutoff saws, reciprocating, electric (Sawzall®)	80 day
D-Meter Walking Floor Profiler	110 day
Disposable bailers	25 each
Disposable bladders	20 each
Dissolved oxygen meter	50 day
DOT 55-gallon containment drum with lid	85drum
Double-ring infiltrometer.....	135 day
Dual-stage interface probe	85 day
Dynamic Cone Penetrometer	430 day
Generator, portable gasoline fueled, 3,500 watts.....	90 day
Global Positioning System/Laser Range Finder.....	80 day
Hand auger set	90 day
HDPE safety fence (≤100 feet)	40 roll
Horiba U-51 water quality meter.....	135 day
Light tower (towable vertical mast)	150 day
Magnehelic gauge	15 day
Manometer	25 day
Mileage (will adjust with IRS published rate)	0.67 mile

ITEM	\$ UNIT
Moisture test kit (excludes labor to perform test, ASTM E1907)	65 test
Nuclear moisture and density gauge	88 day
Electrical moisture and density gauge	88 Day
Pachometer	50 day
Particulate Monitor	135 day
pH/Conductivity/Temperature meter	60 day
Photo-Ionization Detector (PID)	130 day
Pump, Typhoon 2 or 4 stage	55 day
QED bladder pump w/QED control box.....	175 day
Quire fee – Phase I only	250 each
Resistivity field meter and pins	200 day
Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40... ..	20 each
Slope inclinometer.....	250 day
Soil sampling T-handle (Encore).....	10 day
Soil sampling tripod.....	40 day
Speedy (R) moisture tester	10 day
Stainless steel bailer.....	60 day
Submersible pump with controller	180 day
Submersible pump/transfer pump, 10-25 gpm	65 day
Support service truck usage (well installation, etc.)	250 day
Survey/fence stakes	10 each
Tedlar® bags	25 each
Traffic cones (≤25)/barricades (single lane)	55 day
Turbidity meter	80 day
Tyvek® suit (each).....	25 each
Vapor sampling box.....	65 day
Vehicle usage (carrying equipment).....	16 hour
VelociCalc	40 day
Visqueen (20 x 100 feet)	130 roll
Water level indicator (electronic well sounder) <300 feet deep well.....	100day
ZIPLEVEL®.....	40 day

Other specialized geotechnical and environmental testing and monitoring equipment are available, and priced per site

TERMS AND CONDITIONS

- ▶ **Expiration:** This fee schedule is effective through December 31, 2025 after which non-prevailing wage rates for remaining or additional services will increase by 4% on January 1st of each year.
- ▶ **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in an attached proposal.
- ▶ **Prevailing Wages:** Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Unless specifically indicated in our proposal, costs for apprentice are not included. If we are required to have an apprentice on your project, additional fees will be charged. Prevailing wage rates will increase by \$8 on July 1st of each year.
- ▶ **Overtime:** Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Verdantas observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate for overtime and double-time, respectively.
- ▶ **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- ▶ **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or any on-site (field) materials testing services:
 - ~~4 hours: 4 hour minimum charge up to the first four hours of work.~~
 - ~~8 hours: 8 hour minimum charge for over four hours of work, up to eight hours.~~
- ▶ **Project time accrued includes portal to portal travel time.**
- ▶ **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage and a limit of Verdantas' liability equal to our total fees for a given project.
- ▶ **Outside Direct Costs:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to and paid by client.
- ▶ **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- ▶ **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Verdantas for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Verdantas field personnel.
- ▶ **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months following completion of assigned tests, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$15 per bag and \$6 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in California. There may be additional cost for handling imported samples.
- ▶ **Construction Material Samples:** After all designated breaks for a given sample set meet specified compressive at design age or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. Unless specifically requested otherwise, all other construction materials will be disposed of after completion of testing and reporting.











Verdantas, Inc. 2-11-25

Final Audit Report

2025-01-23

Created:	2025-01-21 (Pacific Standard Time)
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnA3qyp-tDXB4GfhHQQM-CKWVSljZf-

"Verdantas, Inc. 2-11-25" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)
2025-01-21 - 4:17:32 PM PST- IP address: 204.100.121.1
-  Document emailed to jtapia@verdantas.com for signature
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-  Email viewed by jtapia@verdantas.com
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-  Document signing delegated to Jason Hertzberg (jhertzberg@verdantas.com) by jtapia@verdantas.com
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-  Email viewed by Jason Hertzberg (jhertzberg@verdantas.com)
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-  Document shared with Marisa Gearrin (mgearrin@beaumontusd.k12.ca.us) by Destiny Wright (dwright@beaumontusd.k12.ca.us)
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-  Signer jtapia@verdantas.com entered name at signing as Jason Hertzberg
2025-01-23 - 4:01:30 PM PST- IP address: 209.160.246.62
-  Document e-signed by Jason Hertzberg (jtapia@verdantas.com)
Signature Date: 2025-01-23 - 4:01:32 PM PST - Time Source: server- IP address: 209.160.246.62



✔ Agreement completed.

2025-01-23 - 4:01:32 PM PST



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BEAUMONT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made effective on February 12, 2025 (date) by and between Little Rascals Event Services hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

RECITALS

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

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

AGREEMENT

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

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 February 12, 2025 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ N/A per hour, for a total cost not to exceed \$1,863.00 ~~--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~~ 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**
\$5,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.
 Certificate of Auto Liability for \$1,000,000 per occurrence is attached. Consultant certifies it will NOT be transporting anyone on behalf of the District. **OR**
_____ Certificate of Auto Liability for \$5,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.
 - c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer); \$2,000,000 aggregate**
_____ Certificate of Professional Insurance is attached.
 - d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;
_____ Certificate of Educators' Legal Liability is attached.
 - e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.
 Workers' Compensation Insurance Certificate is attached, **OR**
_____ Sole Proprietor / NO Workers' Compensation Insurance is required. **BUT** must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.
 - f. Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of

electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and network security. Coverage is required only if (1) products or services related to information technology for hardware or software are provided to the District and (2) if Consultant has access to personally identifiable information of the District through the provision of such technology-related products or services.

_____ Certificate of Cyber Liability is attached.

- g. Sexual Abuse and Molestation (SAM) Insurance with limits of not less than \$2,000,000 for each occurrence and an annual aggregate of at least \$4,000,000.

_____ Certificate of SAM Liability is attached.

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

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

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

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

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

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

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

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

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

CONSULTANT:

DISTRICT:

Little Rascals Event Services

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

Name

18630 Collier Ave., Suite F, Lake Elsinore, CA 92530

Address, City, State and Zip

anthony adcock 1/29/2025
anthony.adcock [Jan 29, 2025 13:02 PST]

Signature

Date

CBO or Director of Fiscal Services

Date

(714) 603-1187

Phone

Fax

info@littlerascalsjumpers.com

Email

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

To the Governing Board of Beaumont Unified School District:

I, Anthony Adcock (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 February 12, 2025 to the California Department of Justice, and certifies that none have been convicted of any felony specified in Education Code section 45122.1. Consultant shall immediately provide any subsequent arrest and conviction information to the District. Consultant shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of any felony specified in Education Code section 45122.1. Attached hereto, as Exhibit "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 Riverside, California on 1/29/2025

Date

Anthony Adcock

Anthony Adcock (Jan 29, 2025 15:51 PST)

Signature

Anthony Adcock

Typed or printed name

owner

Title

18630 collier ave #f lake elsinore ca 92530

Address

951-207-1385

Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

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

Seth Crivello

Albert Castillo

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

Little Rascals Event Services
 18630 Collier Ave. Suite F
 Lake Elsinore CA, 92530
 714-603-1187

QUOTE

Vicky Hernandez
 1591 Cherry Ave 6/2/25
 Beaumont CA 92223
 start 8:30am -1:30pm
 San Gorgonio Middle School

Quote # 0001193

Quote Date 01/02/2025

Item	Description	Unit Price	Quantity	Amount
Product	Batter up Baseball challenge	250.00	1.00	250.00
Product	Big 3 sports match up	349.00	1.00	349.00
Product	Lumberjack throw	249.00	1.00	249.00
Product	soccer dart	295.00	1.00	295.00
Product	Inflatable Ring Toss	195.00	1.00	195.00
Expense	Delivery set up and breakdown	100.00	1.00	100.00
Product	6500 watt generator	175.00	2.00	350.00
Discount	6500 watt generator	-175.00	1.00	-175.00
Expense	Auto Insurance Endorsement	250.00	1.00	250.00
Subtotal				2,038.00
- Discount				175.00
Total				1,863.00
Amount Paid				0.00
Quote				\$1,863.00



BOUNCE HOUSE RENTAL

CORONA, RIVERSIDE, MENIFEE, MURRIETA,
LAKE ELSINORE, TEMECULA

CALL US TODAY AT

951-207-1385
866-300-1127



Suitability

Batter Up Baseball Challenge

Price: \$250

Available Overnight for an extra \$75

Prepare yourself for boundless laughter and thrill with our interactive inflatable T Ball game - the ultimate enhancement for your upcoming party! This colossal inflatable redefines the classic T Ball experience, taking it to new heights and rendering it suitable for all age groups. Participants step up to the plate, ready to take swings at a suspended ball, aiming to direct it into various targets to amass points. The vibrant hues and dynamic design establish an ambiance of enjoyment, while the inflatable nature of the game introduces an element of bounce and challenge. Whether it's a birthday celebration, a corporate picnic, or a local block party, our inflatable T Ball game ensures indelible instances of amiable rivalry and pure delight. Brace yourself to swing with all your might and turn your event into a resounding success!

19L
x

Dimensions 11H
x 9
ft W



BOOK ONLINE



CHECK AVAILABILITY



Big 3 Sports Match Up

Price: \$349

Available Overnight for an extra \$75

The Ultimate Sports Challenge for Riverside, Corona, Lake Elsinore, Temecula, and Menifee!

Get ready to take your sporting skills to the next level with the Big 3 Sports Match Up! This inflatable interactive game is the perfect addition to any event or party, providing hours of fun and friendly competition.

Featuring three popular sports - football, basketball, and baseball - the Big 3 Sports Match Up offers a unique and exciting experience for players of all ages. Whether you're a seasoned athlete or just looking to have some fun, this game has something for everyone.

Football: Step up to the challenge and test your throwing skills as you aim for the target and try to score a touchdown!



Details

Suitability

Lumberjack Throw

Price: \$249

Available Overnight for an extra \$75

Prepare to tap into your inner lumberjack as you engage in our Inflatable Lumberjack Axe Throwing game. Put your axe throwing skills to the test in a safe and enjoyable setting, challenging your friends, family, or colleagues to join in the fun. The foam axes are expertly designed to stick to the Velcro target, ensuring a secure and entertaining experience suitable for all ages. Whether it's a backyard party, corporate event, or community gathering, this game is sure to be a big hit. So grab an axe, take aim, and let the excitement of axe throwing begin!

Space required 15' W x 15' L

Details

Suitability

Soccer Dart

Price: \$295

Available Overnight for an extra \$75

Get ready for some inflatable fun with our Soccer Dart game! Inflatable games have become a massive hit, and Soccer Dart is no exception. This game takes the excitement of soccer and combines it with the challenge of darts. The objective is simple: hit the bullseye or accumulate the most points with your three shots. Take aim and kick your Velcro Soccer Balls towards the target, and let's see where they land. With its impressive 15 feet height and width, this game provides a thrilling and competitive experience for players of all ages. So gather your friends, family, or colleagues, and get ready to showcase your soccer skills while aiming for the target. It's time to kick, score, and aim high with our Soccer Dart inflatable game!



Inflatable Ring Toss

Price: \$195

Available Overnight for an extra \$75

Inflatable Ring Toss: The Ultimate Interactive Game for Fun!

🎯 Looking for a thrilling and entertaining game that will keep everyone engaged for hours? Look no further than our Giant Inflatable Ring Toss! 🎉

What is the Inflatable Ring Toss?

The Inflatable Ring Toss is an exciting and larger-than-life interactive game that will take your event to the next level. This game combines the classic ring toss concept with the fun and bouncy element of inflatables, creating a unique and unforgettable experience for players of all ages.

How does it work?

- Set up the inflatable ring toss game in your desired location, whether it's a backyard, park, or indoor venue. It's easy to inflate and assemble, so you can start playing right away.



BEAUMONT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made effective on February 12, 2025 (date) by and between Bureau of Education and Research 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 February 12, 2025 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ N/A per hour, for a total cost not to exceed \$5,133.00 --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. *
1/21/25
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**
\$5,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.
 Certificate of Auto Liability for \$1,000,000 per occurrence is attached. Consultant certifies it will NOT be transporting anyone on behalf of the District. **OR**
_____ Certificate of Auto Liability for \$5,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.
 - c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer); \$2,000,000 aggregate**
_____ Certificate of Professional Insurance is attached.
 - d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;
_____ Certificate of Educators' Legal Liability is attached.
 - e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.
 Workers' Compensation Insurance Certificate is attached, **OR**
_____ Sole Proprietor / NO Workers' Compensation Insurance is required. BUT must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.
 - f. Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of

electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and network security. Coverage is required only if (1) products or services related to information technology for hardware or software are provided to the District and (2) if Consultant has access to personally identifiable information of the District through the provision of such technology-related products or services.

_____ Certificate of Cyber Liability is attached.

- g. Sexual Abuse and Molestation (SAM) Insurance with limits of not less than \$2,000,000 for each occurrence and an annual aggregate of at least \$4,000,000.

_____ Certificate of SAM Liability is attached.

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

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

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

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

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

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

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

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

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

CONSULTANT:

DISTRICT:

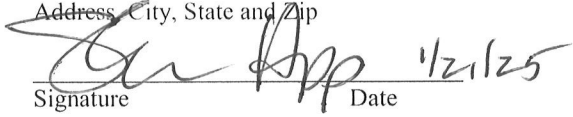
Bureau of Education and Research

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

Name

915 118th Avenue SE, Bellevue, WA 98009-6998

Address, City, State and Zip

 1/21/25

Signature

Date

CBO or Director of Fiscal Services

Date

(800) 735-3503

Phone

Fax

acollins@ber.org

Email

Decrease Attention-Getting and Tantrum Behaviors with Practical Solutions and Strategies (Preschool - Second Grade)

Presented by [Linda Davidson](#)

Outstanding Presenter and Behavior Intervention Specialist



Designed Specifically for Early Childhood Educators: Preschool Teachers, Transitional Kindergarten Teachers, Kindergarten Teachers, First Grade Teachers, Second Grade Teachers, Counselors, Special Education Staff, Instructional Aides, Child Care Providers, Specialists Who Work With Young Children, Title I Staff, and Administrators

- Specific, practical strategies to **reduce disruptive and often repeated, attention-getting behaviors** including tattling, screaming, roaming, blurting out, excessive talking, tantrums, and outright refusal to follow directions
- **Positive intervention strategies** to address problem behaviors and make them teachable moments to develop self-regulation and problem-solving skills
- Key components of **effective consequences that are instructive versus punitive** in order to teach and nurture confidence and resilience
- **Receive an extensive digital resource handbook** filled with ready-to-use intervention and prevention strategies that work for preschool-second grade students

Practical Ideas and Strategies

Do you have students who present challenging behaviors that disrupt the flow of classroom and the learning of others? Do some of these behaviors include tattling, screaming, roaming, blurting out, excessive talking, tantrums, and even outright refusal? Of course the answer is yes! While the percentage of students who engage in these types of disruptive behaviors may be small, the impact on the entire class can feel and be much more significant. **Linda Davidson**, outstanding presenter and behavior intervention specialist, has designed this seminar to give you practical solutions to teach the skills that will help your students be successful, both socially and academically. You will learn dozens of strategies to use immediately to reach your students who lack the skills to follow directions, share, take turns, stay focused, and remain calm in stressful situations. Ideas for simple yet highly effective visual cues, ways to talk about behavior and thinking, and positive intervention strategies to use when you need to address problem behaviors will all be given.

You won't want to miss this strategy-packed day filled with practical and developmentally appropriate ways to decrease behaviors that disrupt learning and increase the skills students need to be successful in school.

Ten Key Benefits of Attending

- 1. Practical and Easy-to-Use Strategies to Reduce Repeated Attention-Getting Behaviors**
Specific strategies to significantly decrease attention-getting behaviors that repeatedly disrupt class time and get in the way of learning ... Learn ways to teach your young students how to get what they need in more productive ways
- 2. Decrease Tantrum Behaviors That Frequently Turn Into Episodes**
Positive intervention strategies to address tantrum behaviors and make them teachable moments for developing self-regulation and problem-solving skills in your students
- 3. Analyze the Function of the Behavior to Develop a Meaningful and Strategic Plan of Action**
It is imperative to understand the "why" of a student's behavior ... Learn to identify the function of a behavior in order to select the most effective replacement behavior
- 4. How Traditional Management Systems May Exacerbate Problem Behaviors**
Find new ways to address problem behaviors, especially those problem behaviors that continue to persist in spite of good intentions ... Obtain tools you can use to better understand students' behavior
- 5. Practical Strategies to Develop Young Children's Self-Regulation Skills**
Reduce behavior problems and increase learning with practical and easy to use strategies to develop children's self-regulation skills ... Ideas you can use and adapt to meet the needs of your preschool-second grade students
- 6. Build the Necessary Skills That are Critical for Success in Social Environments**
Ideas for planning actions and carrying them out, following directions, taking turns, and communicating verbally ... Ideas you can use immediately and adapt to meet the needs of your students
- 7. Increase Your Young Students' Ability to Stay Engaged in Group Activities**
Use strategies to help your students increase their attention, engagement and focus on thinking and learning while participating in small and large group activities, in the classroom or on the playground

8. **Develop a Toolkit of Consequences That are Instructive and Teach Replacement Behaviors**

Students with more persistent and challenging behaviors may respond negatively in a downward cycle to certain consequences ... Learn how to create more effective consequences that teach students the replacement behavior that gets them what they need

9. **Help Students Generalize Positive Behaviors Across Settings**

Discover how to use everyday experiences to teach students how to participate in school activities successfully ... Proactive strategies that will help students generalize positive behaviors in other social settings

10. **Work Successfully With Students With Special Needs**

How to apply all the strategies to the most difficult behaviors ... Implement a comprehensive plan for prevention that works for developing students, including those with special needs

Outstanding Strategies You Can Use Immediately

Here's what you'll learn:

- **Specific strategies to significantly decrease attention-getting behaviors** that repeatedly disrupt class time and get in the way of students' learning and your teaching
- Teach your students to **develop skills that will help them be successful**, both socially and academically
- How to **help students learn appropriate behavior** through instruction, practice, feedback, and encouragement
- Develop a toolkit of **consequences that are instructive and teach replacement behaviors**
- **Make transition times fast and easy** using visual and auditory cues
- **Assess the function of behaviors** through different data collection tools
- Innovative ideas for **making minor adjustments** in your classroom structure for greater results
- Learn specific strategies to **teach students to regulate their thinking, emotions and behavior**
- **Scaffold for success** using visual tools that clarify expectations and provide reinforcement
- Increase your students' ability to **focus and stay engaged**
- Practical ways to **prevent conflict due to frustration**, compounded by a lack of self-regulation
- Build a classroom environment that **encourages problem solving between students**
- **Develop specific strategies** that will teach your students to respond more appropriately
- **Help your most difficult students** achieve daily successes and increase confidence
- Develop strategies that **address students with special needs**

A Message From Your Seminar Leader

Dear Colleague:

My bet is that we have a lot in common. I can visualize your classroom, full of young, eager learners. I imagine you are passionate about making an optimum day of learning for each of them. Today's young learner, however, comes to us with a wide range of experiences and behaviors that can impede their social development, learning and disrupt valuable class time for all learners. They may not follow directions, take turns, keep their hands to themselves or they cry, scream, and run around or out of the classroom. Strategies that you have successfully utilized in the past may not be working with these students.

During our day together, I will present you with various practical and easy-to-implement strategies to stop the cycle of repeated attention-getting behaviors that interfere with productive class activities and learning. We will explore specific ways to use visual and auditory cues, transition routines, strategies to teach students to regulate their thinking, emotions and behavior, as well as how to increase your young students' ability to focus and stay engaged. We will examine what to do during and after a tantrum to defuse the situation and reduce recurrences.

I am excited to give you a toolkit filled with strategies to help you and your students develop the skills and behaviors necessary to be successful inside and outside the classroom. All of this and more in an engaging, multi-media, fast-paced day!

Sincerely,
Linda Davidson, Ph.D.

P.S. Be prepared to leave with **dozens of practical solutions** to develop social skills that help young children respond in more appropriate and acceptable ways in the classroom setting.

Who Should Attend

Early Childhood Educators: Preschool Teachers, Transitional Kindergarten Teachers, First Grade Teachers, Second Grade Teachers, Counselors, Special Education Staff, Instructional Aides, Child Care Providers, Specialists Who Work With Young Children, Title I Staff, and Administrators

Special Benefits of Attending

Extensive Digital Resource Handbook

Each participant will receive an extensive digital resource handbook giving you access to countless strategies. The handbook includes:

- Visual strategies to prevent off-task and other behavioral challenges
- Goal setting and self-evaluation forms
- Choice boards and "I Can ..." charts to increase focus, attention and motivation
- What to say and do when your students struggle to stay engaged
- Strategies to de-escalate anger and frustration
- Fun ways to transition and celebrate success

For in-person seminars, registrants will also receive a printed copy of the resource handbook as long as their registration is received in the BER office at least 15 calendar days before the event.

Share Ideas

This seminar provides a wonderful opportunity for participants to share ideas with other educators interested in enhancing the behavior and learning of their students.

Consultation Available

Linda Davidson will be available for consultation regarding your questions and the unique needs of your own program.

On-Site Training Guarantee

BER is not a booking agency that just finds a presenter who presents on the topic you requested. Rather, we only recommend highly experienced BER presenters who have consistently received outstanding evaluations from educators attending their trainings.

Consequently, we provide a strong program guarantee.

We guarantee you'll be fully satisfied or you'll owe us nothing after your on-site training event.

AGREEMENT FOR SERVICES

AGREEMENT made this 12th day of February 2025 by and between **BEAUMONT UNIFIED SCHOOL DISTRICT**, an educational institution, and **BUREAU OF EDUCATION & RESEARCH**, a Washington corporation located at 915 118th Avenue SE, Post Office Box 96068, Bellevue, Washington 98009 (hereinafter referred to as "BUREAU").

SERVICES TO BE PERFORMED

1. *Linda Davidson*, consultant, will present *Decrease Attention-Getting and Tantrum Behaviors with Practical Solutions and Strategies (Preschool - Second Grade)* for a maximum of 5 instructional hours on Friday, February 28, 2025 for 30 educators from the educational institution identified above for a fee of \$5,133.
2. A 15 non-refundable payment in the amount of \$770 is required upon the signing of the contract. The final payment is due within 30 days of the date of service.
3. You may increase the number of educators in attendance for training. For each person above the number in paragraph (1), the fee will be increased by \$20 per person.
4. The agreed upon fee will increase if the consultant's travel expenses increase by more than \$100 from the time the contract is signed. You will be notified of any increases and will be able to withdraw from the agreement if the increased travel expenses are not acceptable. All other costs are fixed and will not change.
5. The BUREAU will provide the consultant's compensation and all travel expenses (including airfare, hotel, per diem for meals, and ground transportation) and the digital version of the handbook.
6. If the educational institution chooses to schedule any follow-up training(s) with the above-named consultant in the next 48 months, it agrees to contract such training through the BUREAU.
7. **The educational institution will provide audio-visual equipment including a lapel microphone; 10' Screen; LCD Projector; power strip and extension cord; sound system; the meeting facility; an on-site coordinator; and lunch and refreshments (i.e. water) for the consultant.**

RESCHEDULING POLICY

If the educational institution reschedules the course at any time after airfare is purchased, any change fees associated with the travel will be added to the contract fee.

CANCELLATION POLICY

If the educational institution cancels the course from the date of this contract to 30 days before the course date, an amount of 15% of the contract fee will be paid by the educational institution.

If the educational institution cancels the course from 29 days to 48 hours before the course date, an amount of 25% of the contract fee will be paid by the educational institution.

If the educational institution cancels the course with less than 48 hours prior to the expected start time of the course, the total contract fee will be paid by the educational institution.

AUTHORIZED REPRESENTATIVE
OF EDUCATIONAL INSTITUTION

By: (signature) _____
 (print name) Carmen Ordonez
 (title) Director of Fiscal Services
 (institution) Beaumont Unified School District

Date: _____

BUREAU OF EDUCATION RESEARCH,
a Washington corporation

By: [Signature]
 Richard W. Hertzberg, Ph D
 Executive Director

Date: 1/28/2025

Initial
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THIS SERVICES AGREEMENT (this "**Agreement**") is made by and between TNTP, Inc., a not-for-profit corporation organized under the laws of the State of Delaware, with its principal office at 500 7th Avenue, 8th Floor, New York, New York 10018 ("**TNTP**"), and Beaumont Unified School District, with its principal office at 350 Brookside Ave., Beaumont, CA 92223 (the "**Client**"). This Agreement shall be effective as of the later of the dates beneath the parties' signatures below (the "**Effective Date**").

STATEMENT OF PURPOSE: The Client wants to engage TNTP to provide school support as detailed in this Agreement.

Section 1. Term and Services.

For the period commencing on the Effective Date until **June 30, 2026** (the "**Term**"), TNTP agrees to provide services for the Client as specified in Schedule A ("**TNTP's Services**"), attached to and incorporated by reference in this Agreement. TNTP's Client proposal will be considered accepted upon execution or upon commencement of the services at Client's direction following Client's instructions to commence services under the Proposal.

Section 2. Client Responsibilities.

Cooperate with TNTP, to facilitate the performance of TNTP's Services, and provide TNTP with access (which may be in-person or via virtual means such as teleconference and videoconference, as agreed upon by the parties) to Client personnel, classrooms, meeting spaces, and buildings as needed for TNTP's Services. The Services may require student and/or teacher surveys, focus groups, student work samples and video recordings of classroom activities, students or groups.

TNTP and Client may mutually agree to permit in-person, essential work-site visits under certain circumstances. In deciding to permit in-person, essential work-site visits, TNTP and Client will take into account CDC guidance, state and local regulations and guidance, the school and district's health and safety plan related to pandemics or infectious disease, and the internal policies of both Client and TNTP. If the parties agree to work-site visits, school staff will be instructed to follow all school district and TNTP health and safety procedures. Client releases TNTP from any liability related to pandemic or infectious disease-related transmission from in-person work-site visits. TNTP reserves the right to discontinue work-site visits at any time if TNTP determines that cessation of work-site visits is necessary to protect the health and safety of its personnel.

If required by the scope of services, provide to TNTP, at no cost to TNTP, and within thirty (30) days of a written request all requested student data ("**Student Data**"), teacher and staff related data ("**Staff Data**"), and demographic and school/district information ("**School Data**"). Student Data, Staff Data, and School Data is collectively referred to herein as "**Data**," as provided in Section 9 of this agreement. The Client's failure to provide TNTP with Data, or access to collect the Data, may cause a material delay in the delivery of services for which TNTP will not be held responsible.

Section 3. Acknowledgements.

- a. For the purposes of this agreement and pursuant to FERPA, CFR 99.31, a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records. The Client designates TNTP to act in a School Official role for the purposes outlined in the Scope of Work.
- b. TNTP's relationship to the Client is that of an independent contractor. The Client and TNTP intend that an independent contractor relationship be created by this Agreement, and not an employer/employee relationship, partnership, joint venture or other business group or concerted action. TNTP may upon written notice to you, subcontract any portion of TNTP's Services in its sole discretion. The Client, and not TNTP, is responsible for all employment-related obligations, liabilities, and decisions that may relate to the implementation of TNTP's services.
- c. TNTP may share aggregate data collected and/or compiled under this agreement with Bill & Melinda Gates Foundation (the "Funder"), as well as other districts and entities participating and/or associated with the program.

- d. TNTP will use its reasonable efforts to achieve the deadlines for services, if any, set forth in any timetable and/or dates for delivery contained in the Scope of Services.
- e. TNTP may use video for any of TNTP's Services in its sole discretion and for its legitimate business purposes in perpetuity so long as it is made pursuant to all federal, state and local laws, rules and policies relating to confidentiality and protected information.

Section 4. Representations and Warranties. Each party agrees that it:

- a. Has the full right, power, legal capacity and authority to enter into this Agreement and to carry out its obligations hereunder.
- b. Maintains adequate and appropriate insurance, including comprehensive general liability, professional liability and workers' compensation insurance, to cover activities under this Agreement.
- c. Will comply in all material respects with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing its services hereunder.
- d. Is not subject to and will not enter into any agreement or arrangements which preclude compliance with the provisions of this Agreement.

Section 5. Payment and Invoicing.

The total cost of TNTP's Services provided hereunder shall be entirely funded by Bill & Melinda Gates Foundation (the "**Funder**"), according to and governed by a separate agreement between TNTP and the Funder. Accordingly, no compensation is due from the Client to TNTP. Should funding for the project be terminated, reduced, or otherwise delinquent at any time and for any reason, TNTP may elect to immediately terminate this Agreement, or, if TNTP does not elect to terminate this Agreement, the parties may renegotiate TNTP's Services and amend this Agreement accordingly.

Section 6. Termination.

If at any time either of the parties believes that the other party has materially breached its obligations hereunder, written notice shall be given setting forth the asserted breach and providing an opportunity to cure the same within thirty (30) days after such written notice. If the asserted breach shall not have been cured to the reasonable satisfaction of the party providing the written notice, but reasonable attempts to cure are claimed in writing by the party to whom the written notice of asserted breach was given, said party will have an additional opportunity to cure for a period of thirty (30) days following the expiration of the initial thirty (30) day cure period. If the asserted breach shall not have been cured to the satisfaction of the party providing written notice of asserted breach, that party may elect to terminate this Agreement upon written notice to the breaching party. If this Agreement is terminated, the rights and obligations of each party hereunder will terminate, provided, however, that such termination will not terminate the rights and obligations of the parties that expressly survive the termination of this Agreement, including, without limitation, the obligation of the Client to pay TNTP for expenses incurred and for all services provided pursuant to this Agreement prior to the effective date of such termination.

Section 7. Indemnification, Limitation of Liability and Subpoenas.

The Parties agree to defend and indemnify the other Party, their subsidiaries and affiliates, and hold them harmless from any and all claims, losses, damages, penalties, costs, and expenses including without limitation, settlement costs and any legal, accounting and other expenses for investigation or defending any actions or threatened actions (collectively, "Losses") to the extent such Losses were caused by (a) the intentional misconduct of a Party, its personnel, or any of their employees or agents, or (b) any untruth, inaccuracy, fraud or material omission in any representation or warranty made by a Party. Additionally, the Client agrees to indemnify TNTP for any employment decisions made by a client related to the services provided by TNTP. Except for a party's indemnification obligations under this Agreement: (i) in no event shall either party be liable for any indirect, consequential, special, incidental or punitive damages arising from or relating to performance under this Agreement, and (ii) in no event shall

either party's liability for any and all claims arising out of or relating to its performance under this Agreement exceed the amounts paid by or payable by the Client hereunder, or as allowed by law. Nothing herein is intended to limit or restrict the indemnification rights or obligations outlined in Section 7.

In no event will TNTP be liable for any loss profits, loss of use, loss of contracts or for any indirect or consequential loss or damage. TNTP will not be liable to the Client for any liability arising in connection with TNTP's services, except to the extent such liability results from TNTP's fraud or intentional misconduct.

If TNTP is requested by Client or required by subpoena or similar legal process to produce TNTP's materials or personnel with respect to an engagement for Client, provided that TNTP is not a party to the proceeding, the Client will reimburse TNTP for our professional time and reasonable out of pocket expense, including the reasonable fees and out of pocket expenses of our outside counsel which we incur in responding to such a request.

Section 8. Intellectual Property Rights.

Ownership by TNTP. Title to and ownership of all work product, data, reports, and materials created by or on behalf of TNTP prior to the Effective Date of this Agreement or in the course of implementing and executing the Services, whether partial or complete, and any work product derived therefrom (collectively referred to as the "**Work**"), shall be and remain solely in TNTP except for the Client Data. The Client agrees that all Work created by will not be transferred, shared, licensed or sold by the Client to any other entity under any circumstances without the prior written consent of TNTP. TNTP shall be considered the author of the Work for purposes of copyright and only TNTP shall have the right to copyright the same. Additionally, TNTP retains all rights, title and interest in and to all processes, methods, systems, layouts, and information including TNTP's Video Library, Learning Portal, Insight, Academic Scorecard and online platforms (collectively the "**TNTP Tools**") used in creating the Work. Nothing in this Agreement shall be deemed to grant to the Client any ownership rights in the Work or the TNTP Tools, and except as expressly granted to the Client hereunder, the Client shall have no right or license with respect thereto.

Ownership by the Client. As between the Client and TNTP, the Client owns all Client Data provided to TNTP by or on behalf of Client in connection with this Agreement. The Client agrees that TNTP may use de-identified Client Data to perform its obligations hereunder and may use de-identified Client Data for its legitimate business purposes, including, without limitation, for purposes of publication, research, evaluation and presentation by TNTP.

Client Partners. The Client grants TNTP permission to share the Client Data with third party researchers, evaluators, partners and funders designated by the Client upon receiving written permission (including permission through electronic mail) from the Client.

Promotional Materials. The Client and TNTP agree that either party may use descriptions of the Services in future promotional materials and client lists, and that TNTP may explicitly identify the Client as a client of TNTP and the Services.

License to the Client. TNTP grants the Client the following limited, revocable non-exclusive, non-transferable, non-sublicensable license to use the deliverables for the Client's own internal business operations, trainings and analysis only and agree not to disclose the deliverables to any third party except as otherwise permitted under this Agreement. The Client agrees that transfer of ownership in the Deliverables will occur only after the Client's payment in full to TNTP for all services associated with the Deliverables. TNTP does not convey to Client any ownership or license rights in any TNTP IP used in performance of the Services, or in the frameworks, processes, methodologies, analytical tools and industry data and insights that may be used or developed by TNTP in the performance of the Services. The Client agrees to keep the TNTP IP confidential and nothing in this agreement shall grant any ownership rights in the TNTP IP to the Client.

License to TNTP. The Client grants TNTP a worldwide, perpetual, irrevocable, royalty-free license, with the right to grant sublicenses, to use, modify, reproduce, display, transmit, distribute, publicly perform, and create derivative works of the Client Data in de-identified and/or aggregated form. The Client agrees that TNTP may use any de-identified data and metrics regarding the Client's business which are provided to TNTP by the Client or which are otherwise collected by TNTP during the course of the engagement.

TNTP may identify the Client as the source from which the data originated if it complies with the other terms in this Agreement. The Client and TNTP agree that either party may use descriptions of TNTP's Services in future promotional materials, media and client lists, and that TNTP may explicitly identify the Client as a client of TNTP.

Survival. The terms of this Intellectual Property Rights Section shall survive the termination of this Agreement.

Section 9. Data

The Parties agree that confidential or proprietary Data may be shared between the Parties and may only be used by the other Party for the purposes identified in Appendix A. The Client agrees to provide the requested data in a timely manner to ensure that project timelines are followed. The Parties agree to comply with all relevant federal, state, and local laws and regulations governing the privacy and security of personally identifiable information (including transmission of data), to the extent applicable.

The Parties agree that any disclosure of Confidential Information shall be made available only to its employees, officers, directors, financial and legal advisors, agents or representatives (Representatives) who need to know in order to further the purpose of the services addressed in this agreement and as required by law. The Parties further agree to inform its Representatives of the confidential nature of the Confidential Information and direct them to treat the Confidential Information in accordance with the terms of this Agreement. The Parties acknowledge that irreparable injury and damage may result from disclosure of the Confidential Information to unauthorized third parties or from utilization of the Confidential Information for purposes other than those connected with TNTP's Services. The Parties acknowledge that irreparable injury and damage may result from disclosure of the Confidential Information to unauthorized third parties or from utilization of the Confidential Information for purposes other than those connected with TNTP's Services.

Client recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA"), TNTP is considered a School Official with a legitimate educational interest, providing services that would otherwise be performed by the Client, and under the control and direction of the Client with respect to the education records. The Client shall define the criteria for determining who constitutes a "school official" and what constitutes a "legitimate educational interest" as permitted by FERPA, broadly enough to permit the provision of the Services hereunder, and reasonably inform students or their parents of the same in accordance with 34 C.F.R. § 99.31. TNTP shall comply with all applicable provisions of the United States Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, 34 CFR Part 99 (FERPA) in receiving and handling personally identifiable information from education records as a "school official" under FERPA.

Notwithstanding the above, Client shall not provide or make available to TNTP any student's personally identifiable information from education records (for purposes of FERPA) unless: (i) Client has obtained, with respect to each student's PII provided to TNTP, appropriate written consent to disclose such PII to TNTP, and authorization for TNTP to use such PII in connection with performing Services, and (ii) written notice identifying particular Data as PII. All personally identifiable information will be destroyed within 60 days of the termination of this agreement.

Separate from the parties' obligations with respect to student data, the Client agrees not to send TNTP any data that can identify an individual ("Personal Data") unless otherwise mutually agree that it is a requirement in order to effectuate TNTP's services under the Agreement. In such circumstances, the parties shall comply with the obligations imposed on us by applicable data privacy legislation and these paragraphs. In providing TNTP with Personal Data the Client will be acting as the data controller and will confirm that Client has complied with relevant laws and obtained all necessary consents for lawful processing, including in connection with any transfers of Client's Personal Data.

Section 10. Miscellaneous.

- TNTP's services are limited to those specifically described in the Agreement and applicable Scope of Services and do not under any circumstances constitute accounting, audit, or tax related assistance or advice, investment advice, legal advice or services (including as to the manner, if any, in which you the Client may lawfully implement any advice provided by TNTP), expert witness services.

- In any event any provision of this Agreement is held by a court to be unenforceable as written, that provision will be reformed so as to give effect to the intentions of the parties, and the other provisions of the Agreement.
- Neither the Client nor TNTP may assign their rights under this Agreement without the prior written consent of the other.
- TNTP will not be liable to the Client or to any third party, nor be deemed to have breached this Agreement, for any failure or delay in performing any of its obligations under this Agreement when such failure or delay is caused by or results from an event beyond TNTP's reasonable control, including without limitation (1) acts of God, (2) natural disasters, (3) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, (4) governmental orders or restrictions, (5) international, national or regional emergency, (6) flood, fire, or explosion, (7) strikes, labor shortages, stoppages or slowdowns, (8) epidemics, pandemics, diseases, quarantines, or other extraordinary event which is determined to constitute a public health risk ("Force Majeure Event"). TNTP will use commercially reasonable efforts to give notice of the Force Majeure Event to the Client stating the period of time the occurrence is expected to continue, provided that (a) TNTP is able, given the nature and scope of the Force Majeure Event, to reasonably state such time period, and (b) any delay by TNTP to provide such notice or to state the time period when performance will be resumed will not negate the enforceability of this Section. Upon cessation of such Force Majeure Event, as reasonably determined by TNTP, TNTP will thereupon use commercially reasonable efforts to resume efforts to promptly perform or complete the performance of TNTP's Services hereunder as soon as reasonably practicable after the cessation or resolution of the Force Majeure Event. If TNTP's failure or delay to resume efforts to promptly perform or complete the performance remains uncured for a period of 60 days following notice given by it to Client under this Section, either party may thereafter suspend or terminate its performance under the applicable Scope of Work upon 30 days' written notice.
- All notices required by this Agreement will be in writing and either personally delivered or mailed, to such party at its address specified on the first page of this Agreement or to such other address as such party may designate by notice given in accordance herewith. If to TNTP, the notice will be to George Battle, General Counsel.
- This Agreement will be governed by New York law without reference to conflicts of laws principles. The Parties agree and consent to the jurisdiction of and venue in the state or federal courts in the city of Manhattan and state of New York in all disputes arising out of or relating to this Agreement.
- This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, representations and agreements, if any, with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, supplemented, waived, discharged, or terminated except in a writing signed by the parties. No failure or delay in exercising any right or remedy hereunder shall constitute a waiver of such, any other, right or remedy.
- The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Agreement may also be executed by email, or other electronic means, and so executed shall have the full force and legal effect of an original.

[Signature Page to Follow]

Signatures.

The parties, by signing below, by their duly authorized representatives confirm their acceptance of the terms and agree to execute this Agreement, which shall be effective on the Effective Date.

Client

By: _____

Date: _____

Name (print): _____

Title: _____

TNTP, Inc.

By:  _____

Date: **01/31/2025** _____

Lin Johnson III
Chief Strategic Growth and Finance Officer

Schedule A Statement of Work

At TNTP, we believe that any effort to improve coherence across a system must begin with understanding students' daily experiences in school. All our coherence services are designed to ensure all students feel that school is:

- **Logical:** Students perceive a sense of purposeful organization in how things are done at their school.
- **Predictable:** Students' daily routines within and across classrooms leave them feeling secure, with clarity on the actions that lead to success.
- **Unified:** Students' experiences at school are meaningful and connected across days, weeks, and years.

Given this focus, the participants in the HQIM Coherence Network will begin by identifying **what change they want to see in students' math experience** and use this as their North Star for the improvement work. Drawing on various data, TNTP will support each district in articulating system-level barriers and focusing on specific routines that help bolster coherence across tiers of support, content areas, and grade levels.

Learning Objectives for County Office Teams:

- Develop and/or deepen county office instructional teams' capacity to provide HQIM implementation support focused on ensuring coherence across math instructional priorities.
- Build awareness and understand around key high quality curriculum titles, such as Illustrative Mathematics and Eureka Math/Eureka Math-Squared.

What COE Teams can expect from TNTP:

- Approximately 2 hours of tailored coaching per month for participating districts (optional for COE teams)
- Annual walkthroughs with participating districts (optional for COE teams)
- 1 hour per month of COE-specific support to translate and turnkey lessons learned
- 1 in-person convening each trimester to develop implementation plans and explore challenges related to coherent implementation
- Greater fluency with the identified HQIM curriculum product
- Tools to help monitor and support implementation

What TNTP will need from COE Teams:

- Participation in COE-specific meetings and convenings
- Commitment to develop and implement a plan for supporting coherent implementation
- Regular cadence of communication and support for participating districts

Covered in the Grant

The cost of travel for district participants and TNTP's facilitation and support will be fully covered by the grant. This includes travel expenses for convenings which will take place on weekdays. The district will also receive ongoing support from TNTP throughout the year to ensure successful implementation of the strategies discussed. **There is no cost to the district or county office for participating in the grant**, however expenses such as substitutes or stipends will not be provided.

Periodic Engage in Implementation Improvement Teams (Concurrent to Convenings, Monthly)

TNTP will work with each district participant to convene a District Implementation Improvement Team (DIIT), which will serve as a cross-functional group of district stakeholders who have influence in the implementation efforts. This group will include leaders such as the Chief Academic Officer/Instructional Assistant Superintendent, Director of Curriculum, Math Coordinator, Data & Assessment Coordinator, representatives from the Multilingual Learner and Special Education teams, and instructional coaches.

TNTP coaches will meet with each DIIT monthly for two hours to provide district-specific technical assistance to facilitate progress monitoring of their improvement plan. These sessions will center around district-level professional learning design, community and stakeholder engagement efforts, communication planning, and data review. Coaching meetings will also aim to prepare the DIIT to turn-key their activities to the SIITs they support. Meeting on a regular cadence ensures district teams are incentivized and accountable for moving the work forward between convenings with the SIIT groups and models a structure for cross-functional team collaboration. County offices will be invited to periodically attend DIIT meetings to engage as a thought partner, discuss overall progress, and leverage these meetings as learning opportunities to support their District Rollout Plan. Furthermore, TNTP will use insights from DIIT coaching sessions and what we are learning on the ground to inform and iterate convening content.

Professional Learning Through Convenings (February 2025 – March 2026)

TNTP will bring county offices and districts together three times each school year for cross-collaborative learning. In Year 1, convenings will focus on building knowledge about what Instructional Coherence is/isn't, the common barriers to incoherence and how to address them, and how to use data to monitor coherence. County office participants will be expected to apply their knowledge through the creation of a District Rollout Plan. They will identify title-specific barriers to coherence and identify solutions to support districts in overcoming these barriers. Over Years 1 and 2, convenings will offer opportunities to create a scope and sequence for professional learning on district-wide coherence, addressing the solution to title-specific barriers, and creating sustainable practices in their district-roll out plan. County District Roll-out Plans will also include considerations when supporting marginalized communities through instructional coherence.

Applying Learning to District Rollout (January 2026 - March 2026)

In the final semester of the grant, county offices will focus on applying everything they've learned throughout the previous months to refine and implement their District Rollout Plan. During this phase, they will actively integrate strategies for instructional coherence, addressing title-specific barriers identified in earlier convenings, and implement sustainable practices within their districts. County offices will facilitate at least two district professional learning sessions addressing creations of DIITS/SIIT and instructional coherence.

Data Collection

County offices will commit to regularly reviewing data from school districts to identify key themes that will inform and strengthen their District Rollout Plans. This data review process will help pinpoint areas of focus and guide a strategic approach to overcoming barriers. Additionally, county offices will conduct periodic non-evaluative classroom observations at 1-2 priority schools to gain deeper insights into how instructional coherence is being implemented. TNTP will support all grant participants by providing observation protocols, facilitating norming sessions, and leading debriefings to ensure a shared understanding of high-quality instruction. This process will help identify actionable next steps, enabling districts to address opportunities for improvement. County offices will then apply these insights to enhance their District Rollout Plans.

DATA COLLECTION AND SHARING AGREEMENT

This DATA COLLECTION AND SHARING AGREEMENT (this "**Agreement**") is by and between TNTP, Inc., a Delaware not-for-profit corporation ("**TNTP**") and Beaumont Unified School District ("**Client**") with its principal office 350 Brookside Ave., Beaumont, CA 92223. TNTP and Client sometimes are collectively referred to herein as the "**Parties**" and individually as a "**Party**." This Agreement shall be effective as of the later of the dates beneath the Parties signatures below (the "**Effective Date**").

RECITALS

1. TNTP and the Client wish to work together to identify what changes county offices and school districts want to see in students' math experience and use this as a North Star for improvement work (the "**Project**"). The Scope of Work can be found in Exhibit A.
2. TNTP and the Client have an interest in sharing data, including data related to student and/or personnel information in the Client's schools as described in Exhibit B (the "**Data**"). The list of specific items that TNTP intends to request is set forth in Exhibit B. TNTP reserves the right to request additional items to the extent necessary to complete the Scope of Work.
3. The Client desires to share Data and results with TNTP pursuant to the terms and conditions below.

AGREEMENT

NOW, THEREFORE, to ensure that the confidential data resulting from the Data collection retains its character as such and that no disclosure is made to any unauthorized person, and that no unauthorized use is made of it, the Parties hereby agree as follows:

- 1. Data.** Client agrees to provide to TNTP, at no cost to TNTP, and within thirty (30) days of TNTP's written request, all requested Data. Client's failure to provide TNTP with Data, or access to collect the Data, may cause a material delay in the delivery of TNTP's Services.
- 2. Confidential Information.**
 - a. As used in this Agreement, "Confidential Information" shall mean the Data that is of a confidential nature relating to the Agreement between TNTP and Client, whether communicated in writing or by electronic media, and disclosed by Client to TNTP.
 - b. Information disclosed by Client to TNTP shall be considered Confidential Information and subject to the terms of this Agreement if:
 - i. The information is marked or labeled as "Proprietary" and/or "Confidential"; or
 - ii. TNTP should reasonably recognize the information as confidential and as the result of the evaluation.
- 3. No Unauthorized Disclosure/Use.**
 - a. Client will make all reasonable efforts to disclose information requested pursuant to this agreement but may, in its sole discretion, determine whether to disclose any such requested information.
 - b. The Parties acknowledge that irreparable injury and damage may result from disclosure of the Confidential Information to unauthorized third parties or from utilization of the Confidential Information for purposes other than those connected with TNTP's Services. TNTP shall not, without the prior written consent of Client, disclose any Confidential Information to any third party except as permitted by the terms of this Agreement, and as agreed by both parties. In addition to the disclosures permitted below, TNTP shall be authorized to disclose Confidential

Information, where such disclosure is made (i) with the consent of Client, (ii) in order to comply with any subpoena, order, regulation, ruling or request of any judicial, administrative or legislative body or committee or any self-regulatory body, or (iii) otherwise as required by applicable law or regulation. In the event TNTP receives a request to disclose Confidential Information as set out in clause (ii) above, it will (a) employ reasonable efforts to notify Client of such request; (b) consult to the extent reasonable under the circumstances with Client on the advisability of taking steps to resist or narrow such request; and (c) if disclosure is required or deemed advisable, not hinder Client in any attempt that it may make to obtain an order or other reliable assurance that designated portions of the Confidential Information should not be disclosed. TNTP will be entitled to reimbursement of reasonable expenses, including the fees and expenses of counsel, incurred in connection with actions taken pursuant to this provision.

- 4. Required Consents.** The Client will secure any consents from teachers, staff, students, or parents that is required by all applicable federal, state, local laws, ordinances, codes, regulations, and policies, including but not limited to the Family Education Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("**FERPA**") to transfer the Confidential Information to TNTP, and ensure that such consents allow TNTP to rely on such consent when acting as an agent for the Client for the purposes of the Agreement.
- 5. Authorized Disclosure/Use.** Client grants TNTP permission to share the Data with the Bill & Melinda Gates Foundation (the "Funder"). If necessary to support TNTP's Services, Client may also grant TNTP permission to share the Data with other districts and entities participating and/or associated with the Project, third party researchers, evaluators, partners and funders designated by the Client upon receiving written permission (including permission through electronic mail) from the Client.
- 6. Limited Internal Disclosure.** TNTP agrees that any disclosure of Confidential Information shall be made available only to its employees, officers, directors, financial and legal advisors, agents or representatives who need to know in order to further the Agreement and as required by law (collectively, "**Representatives**"). TNTP further agrees to inform its Representatives of the confidential nature of the Confidential Information and direct them to treat the Confidential Information in accordance with the terms of this Agreement.
- 7. Transmission of Data.** The Parties agree to utilize TNTP's secure file transfer protocol (FTP) server to transmit any Data for the Project and any other purposes described herein.
- 8. Use in Publication and Presentation.** Client agrees that TNTP may use the Confidential Information in TNTP publications and presentations, and internally at TNTP in conjunction with other TNTP reports and analytical projects; provided, that the Confidential Information used shall be used as general and aggregated data that does not refer to, specifically or by reasonable inference, Client or any individual student, teacher, or administrator at Client school, and that any such use always be in compliance with FERPA.
- 9. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous discussions between them regarding Confidential Information. No modification or waiver of this Agreement shall bind either Party, unless it is in writing and is signed and accepted by the Parties hereto.
- 10. Disputes.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of New York, exclusive of its choice of laws rules.
- 11. Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding on the Parties and their respective successors and assigns, provided that neither party may assign its rights or delegate its duties in this agreement without the written consent of the other party.
- 12. Duration of the Agreement.** This Agreement will terminate on the one-year anniversary of the Effective Date unless either Party provides the other party with a written termination notice prior to that date.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Signatures delivered by facsimile or .PDF file shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the parties, on the dates indicated below, have caused their duly authorized representatives to execute this Agreement, which shall be effective as of the Effective Date.

BEAUMONT UNIFIED SCHOOL DISTRICT


By: _____

Date: _____

Name (print): _____

Title: _____

TNTP, Inc.

By:  _____

Date: **01/31/2025** _____

Lin Johnson III
Chief Strategic Growth and Finance Officer
p.p.: _____

EXHIBIT A
SCOPE OF WORK

Strengthening District Systems to Support Implementation of High-Quality Instructional Materials (HQIM)

TNTP's Approach

At TNTP, we believe that any effort to improve coherence across a system must begin with understanding students' daily experiences in school. All our coherence services are designed to ensure all students feel that school is:

- **Logical:** Students perceive a sense of purposeful organization in how things are done at their school.
- **Predictable:** Students' daily routines within and across classrooms leave them feeling secure, with clarity on the actions that lead to success.
- **Unified:** Students' experiences at school are meaningful and connected across days, weeks, and years.

Given this focus, the participants in the HQIM Coherence Network will begin by identifying **what change they want to see in students' math experience** and use this as their North Star for the improvement work. Drawing on various data, TNTP will support each district in articulating system-level barriers and focusing on specific routines that help bolster coherence across tiers of support, content areas, and grade levels.

Covered in the Grant

The cost of travel for district participants and TNTP's facilitation and support will be fully covered by the grant. This includes travel expenses for convenings as well, which will take place on weekdays. The district will also receive ongoing support from TNTP throughout the year to ensure successful implementation of the strategies discussed. There is no cost to the district for participating in the grant, however expenses such as substitutes or stipends will not be provided.

Primary Grant Activities

Develop Implementation Improvement Teams (December 2024 - February 2025)

TNTP will work with each district participant to convene a District Implementation Improvement Team (DIIT), which will serve as a cross-functional group of district stakeholders who have influence in the implementation efforts. This group will include leaders such as the Chief Academic Officer/Instructional Assistant Superintendent, Director of Curriculum, Math Coordinator, Data & Assessment Coordinator, representatives from the Multilingual Learner and Special Education teams, and instructional coaches. Districts will also establish a School-level Implementation Improvement Team (SIIT), including stakeholders such as school leaders, teachers, and students, to offer essential feedback about how efforts are experienced on the ground.

Professional Learning Through Convenings (February 2025 – March 2026)

TNTP will bring districts together three times each school year for cross-collaborative learning. In Year 1, convenings will focus on building knowledge about what Instructional Coherence is/isn't, the common barriers to incoherence and how to address them, and how to use data to monitor coherence. Participants will be expected to apply their knowledge through the development and ongoing iteration of an Implementation Improvement Plan, including specific goals and metrics for students' experiences and outcomes.

After approximately six months or two convenings, districts will identify one specific barrier to coherence that is impeding their implementation efforts that warrants deeper planning. Participants will mix up within and across district teams to explore a particular “Coherence Boosting Routine,” which are research-based structures that amplify educators’ capacity to deliver high-quality instruction, such as common planning time, instructional coaching, data cycles, and strategic scheduling. Without these structures, it is difficult, nearly impossible, to promote greater coherence in students’ instructional experiences.

In the later convenings, TNTP will differentiate content to address the unique needs of each Coherence Boosting Routine group - from providing research-based tools, to modeling skill-building sessions for stakeholders along the districts’ vertical spine and co-creating a strategy for socialization and codification. As part of this process, TNTP will advise on how to measure the impact of each Coherence Boosting Routine in districts’ Improvement Plan and provide practical tools for continuous improvement.

Job Embedded Coaching for Each District (concurrent to convenings, monthly)

TNTP expert coaches will meet with each DIIT monthly for two hours to provide district-specific technical assistance to facilitate progress monitoring of their improvement plan. These sessions will center around district-level professional learning design, community and stakeholder engagement efforts, communication planning, and data review. Coaching meetings will also aim to prepare the DIIT to turn-key their activities to the SIITs they support. Meeting on a regular cadence ensures district teams are incentivized and accountable for moving the work forward between convenings with the SIIT groups and models a structure for cross-functional team collaboration. Furthermore, TNTP will use insights from DIIT coaching sessions and what we are learning on the ground to inform and iterate convening content.

In the final semester of coaching, Spring 2026, TNTP will ensure that each participating district has the support they need to sustain improvement of their Coherence Boosting Routine(s) by connecting them to resources or specialized technical assistance providers.

Data Collection

As part of the grant, we will collect feedback through surveys from leaders, teachers, and students 1-3 times per year, depending on the group. In addition to surveys, our team will work with COEs or districts to explore the potential for conducting optional interviews or focus groups with these stakeholders, which could provide valuable insights into district and school coherence. Any participation in these additional data collection activities will be voluntary, and all data will be anonymized and reported at the aggregate level. At the end of the school year, we may also request student achievement data to assess the impact of the grant and its activities. To support subgroup-level analysis, we will gather demographic data on students and teachers, ensuring confidentiality by securely transmitting the data via File Transfer Protocol (FTP), and removing names before any analysis takes place.

Districts will be asked to share relevant data through a Data Sharing Agreement (DSA). This agreement will outline the types of data to be shared, ensure confidentiality, and establish guidelines for how the data will be used to support the goals of the grant.

County Office Support

TNTP will support county offices in developing plans to implement student-centered supports that promote math instructional coherence across districts. In Year 1, county offices will work side by side with their districts to identify title-specific barriers to coherence. Over Years 1 and 2, convenings will offer opportunities to plan for sustainable practices. This includes developing a strategic plan to help districts establish diverse DIITs/SIITs using TNTP’s six levers, set targets and goals, create action plans, build structures for cross-department collaboration, and facilitate learning and planning for change management and data-driven decision-making.

EXHIBIT B

DATA

To help examine the effect of our work at the school and classroom level, TNTP seeks to collect and report on the following data:

- Classroom observations findings
- Student demographics
- Student performance outcomes
- Teacher demographics
- Teacher experience data
- Surveys from school leaders, coaches, teachers, and students
- Interviews and/or focus groups of school leaders, coaches, teachers and students

All data will be shared in aggregate and will not include any identifiable information.

Confidential Data Access Addendum

1. In the course of its normal services, PERTS sometimes collects information from educational organizations and shares raw, processed, or summarized information with individuals authorized by those organizations. The transfer and use of such information is generally governed by the PERTS Agreement (comprised of the PERTS Terms of Use located at <https://www.perts.net/terms-of-use>, and the PERTS Privacy Policy located at [perts.net/privacy](https://www.perts.net/privacy) or, in special cases, customized agreements that explicitly supersede those default policies).
2. Sometimes educational organizations request access to additional, personally identifiable information that is sensitive in nature ("**Sensitive Information**"). For example, Sensitive Information might include personally identifiable information linked to students' attitudes about their instructors or their sense of belonging in class. Because Sensitive Information can be misused even with the best of intentions, PERTS only shares Sensitive Information when legally authorized to do so and when assured of its confidentiality and appropriate use. This Confidential Data Access Addendum ("**CDAA**") governs the transfer and use of such Sensitive Information, and it acts as an addendum to the PERTS Agreement. Capitalized terms used herein have the same definitions as those used in the PERTS Agreement.
3. This CDAA is entered into by and between PERTS, a project of Tides Center, and TNTP, Inc. ("**Requester**") who requests access to Sensitive Information. The CDAA applies only to Sensitive Information provided to Requesters under the CDAA. It does not limit the rights of Requesters with respect to other information that PERTS may provide to them.
4. By signing this CDAA, Requester acknowledges and agrees to the terms described herein and to use, store, transmit, and otherwise treat the Sensitive Information as laid out in this CDAA. Requester further represents that any individual that is provided access to Sensitive Information by Requester, including without limitation Requester employees, contractors, and third-party partners (e.g., research partners) (each, an "**Authorized Party**") has acknowledged and agreed in writing to terms at least as protective of the Sensitive Information as those contained in this CDAA and the PERTS Agreement.
5. Requester represents and warrants that it and its Authorized Parties have legal authority to access and use the Sensitive Information and hereby authorizes PERTS to transfer Sensitive Information to the Authorized Parties named in this document. Requester is fully responsible, and accepts full liability, for its Authorized Parties' actions and inactions in connection with the Sensitive Information, including such Authorized Parties' compliance with the terms of this CDAA and the PERTS Agreement. Requester will immediately notify PERTS of any non-compliance of which it becomes aware.
6. Requester hereby agrees to, and shall ensure its Authorized Users' compliance with, the following terms with respect to the Sensitive Information:
 - Requester shall keep the Sensitive Information secure and confidential. Requester shall utilize appropriate data security practices to prevent any and all access or use of the Sensitive Information not consistent with the PERTS Agreement, this CDAA, and applicable law. Requester acknowledges that it is fully responsible for ensuring the confidentiality and appropriate use of any Sensitive Information within its possession, and for ensuring that Sensitive Information is not disclosed or shared with any third parties except for Authorized Parties, whether such disclosure or sharing is intentional or unintentional.
 - Requester will always treat Sensitive Information as confidential, following security protocols at least as protective as those established by its institution for confidential information. Among other security best practices, Requester will never email Sensitive Information, never store Sensitive Information on unencrypted drives, and never store Sensitive Information on shared drives or shared devices unless it has confirmed that the only other individuals with access to those locations are Authorized Parties in compliance with Section 4

- above.
- Requester may use Sensitive Information strictly in order to generate Anonymous Information, as defined in the PERTS Agreement. Requester understands that such Anonymous Information is no longer considered Sensitive Information by virtue of its anonymity and may thus be shared publicly for a variety of purposes. For example, the anonymous results of aggregated or statistically analyzed Sensitive Information may be used to assess and to publicly report on program effectiveness or on relationships between variables.
 - Requester may not use the Sensitive Information for providing or customizing services (for example, advising) to individuals, evaluating individuals, indexing individual risk, awarding privileges or recognitions, or assessing penalties, nor may it add Sensitive Information to students' official education records or use Sensitive Information in any other way not explicitly allowed by this CDAA. Requester further understands and agrees that any individual targeting would constitute a breach of the confidentiality that students were assured of when they participated and that Requester will bear full legal liability for such a breach of confidentiality.
 - Requester understands that the disclosure of Sensitive Information is possible even without the disclosure of direct student identifiers. For example, exposing an individual's race, gender, and class schedule may be sufficient for a third party to uniquely identify an individual even without the disclosure of a name, email address, or other direct identifier. Requester shall not intentionally or unintentionally disclose Sensitive Information in a way that would enable individual students to be identified, except as explicitly permitted by this CDAA.
 - PERTS may revoke an Authorized Party's or Requester's permission to access and use the Sensitive Information at any time. Requester agrees that PERTS may require deletion of Sensitive Information that was provided at any time and for any reason, as well as any copies of that information. For example, that may happen if it is discovered that Sensitive Information is being used improperly or that Sensitive Information was inappropriately disclosed. If PERTS requests deletion of the Sensitive Information provided to Requester, it will email the Authorized Party at their email address below, and Requester shall respond with written (email sufficing) certification of such destruction as soon as possible, and no later than 14 days of the date the request from PERTS.
 - Requester agrees that the Sensitive Information will be shared through a secure transfer folder which will be made accessible to the addresses of the Authorized Parties named below.
7. Requester will indemnify, defend, and hold harmless PERTS from and against any third-party claims arising from or in connection with its or its Authorized Parties' breach of this CDAA or the PERTS Agreement. This CDAA will be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. If any part of the CDAA is held to be unlawful or unenforceable, that provision will be limited or eliminated to the minimum extent necessary and without influencing the validity and enforceability of remaining provisions. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be deemed to be one instrument. Electronic signatures shall be deemed original signatures.

[Signature Page Follows]

As confirmation, this CDAA must be signed by an executive (e.g., President, Chancellor, Provost, Dean, Principal, Superintendent, Executive Director, CEO) with authority to legally bind Requestor to the terms and conditions set forth herein ("**Executive Authorizer**"). Requestor represents and warrants that its Executive Authorizer fulfills the foregoing criteria.

Acknowledged and agreed:

Executive Authorizer

Executive Authorizer signature: _____

Date: _____

Executive Authorizer name: _____

Executive Authorized title: _____

Executive Authorizer email: _____

Authorized Party

Authorized Party signature:  _____

Date: 01/31/2025

Authorized Party name: Lin Johnson, III

Authorized Party title: Chief Strategy, Growth and Finance Officer

Authorized Party email: lin.johnson@tntp.org



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated February 12, 2025, to the AGREEMENT between the Beaumont Unified School District and Franklin Mechanical Systems, Inc. is as follows:
(Consultant Name as shown on the agreement and W-9)

SECTION A – RENEWAL:

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

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

Amendment No (i.e. 1, 2, or 3) 2 Contract Term: 02/12/25 - 06/30/25

This amendment represents a modification to services as follows:

An agreement to decrease the contract amount from \$5,796,000.00 to \$5,747,515.00.

ORIGINAL CONTRACT AMOUNT \$ 5,796,000.00

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

This amendment represents a **decrease** in the contract amount or fee schedule attached: \$ 48,485.00

NEW CONTRACT AMOUNT \$ 5,747,515.00

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

Requestor's Information
School/Department: <u>Facilities</u>
Contact Person <u>Ana Gonzalez</u> Ext. <u>0053287</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012275</u>
Required Updated Forms
Check off any items that are applicable to the contract:
<input checked="" type="checkbox"/> Fee Schedule
<input type="checkbox"/> Business/Professional License (if expired)
<input type="checkbox"/> Insurance: General Liability/Professional Liability/E&O
<input type="checkbox"/> Insurance: Business Auto Liability
<input type="checkbox"/> Insurance: Workers' Compensation or Certification
<input type="checkbox"/> Other - Professional Service Certificate if expired)

Consultant Authorized Representative	
<small>Vinnie Franklin (Jan 6, 2025 11:41 PST)</small> CONSULTANT'S SIGNATURE	
Vinnie Franklin	CEO
PRINT NAME	TITLE
185 W. 4th Street	
Address	
Beaumont, CA 92223	
City/State/Zip	
Phone	951-845-1000
Email <u>vinniefranklin@earthlink.net</u>	
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.	

CHANGE ORDER NUMBER 1

PROJECT:	2023-05 HVAC & Control Management Equipment	DATE:	12/11/2024
		ARCHITECTS PROJECT NUMBER:	N/A
		CONTRACT DATE:	9/18/2023
		CONTRACT FOR:	Cat. 21A
		DSA APPLICATION NOS:	N/A
CONTRACTOR:	Franklin Mechanical Systems 185 W 4th Street Beaumont, CA 92223		
PCH FILE NO.	Cat. 21A - CO-01	FILE NOS:	N/A

You are hereby directed to provide the extra work necessary to comply with this change order

DESCRIPTION OF CHANGE:	
GVHS-005B - (RFI 049) Building A Roof Repairs	\$2,819.00
GVHS-008 - Outdoor Condenser Coil AC2	\$1,695.00
HCA-001A - (IB-007) Highland Charter Academy - Descope Controls Credit	-\$127,169.00
MVMS-003 - (RFI 032) Bypass Existing Dampers	\$4,574.00
MVMS-004 - Mountain View Middle School - Additional Crane Lift	\$8,913.00
MVMS-005 - (FWD-001) Miscellaneous HVAC Start Up Repairs	\$2,587.00
MVMS-006 - Mountain View Middle School - Repair C-10	\$684.00
MVMS-008 - Mountain View Middle School - Additional Air Test & Balance Work	\$10,903.00
MVMS-009 - Mountain View Middle School - Inducer Motor for AC-C7	\$446.00
MVMS-010 - Mountain View Middle School - Connect Exhaust Fan to EMS Controls	\$669.00
MVMS-012 - Mountain View Middle School - Seismic Clips	\$1,601.00
PIA-004 - Palm Innovation Academy - Install New Air Plenums, Rooftop Duct Flashings for CR-11 &	\$3,273.00
PIA-006 - Palm Innovation Academy - Remove & replace Duct Work for Power Exhaust	\$8,835.00
PIA-008 - Palm Innovative Academy - Demo Roof Duct, Plenums & Gas Pipe	\$1,004.00
SGMS-002A - (RFI 028) Furnace Venting	\$11,479.00
SGMS-003 - (RFI 040) Gas Line for Make Up Air Unit	\$951.00
SGMS-004 - San Geronio Middle School - Additional Crane Lift	\$6,473.00
SGMS-007 - San Geronio Middle School - Roof Exhaust Fan	\$447.00
SGMS-009 - San Geronio Middle School - Inducer Motor AC-F11	\$446.00
SGMS-010 - San Geronio Middle School - Inducer Motor AC-F19	\$446.00
SGMS-011 - San Geronio Middle School - Remove & Replace Ductwork for Power Exhaust	\$5,134.00
SGMS-013 San Geronio Middle School - Seismic Clip	\$3,734.00
TRR-008 - Three Rings Ranch - Inducer Motor AC-7	\$446.00
TRR-009 - (RFI 067) Three Rings Ranch Re-Route Condensate Drain	\$679.00
TRR-010 - Removed Existing Electrical Flex & EMS Controls Pathway	\$446.00

Contractor accepts the terms and conditions stated as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT, AND CONTRACTOR

The Original Contract Sum was.....	\$	5,796,000.00
Net Change by previously authorized Change Orders.....	\$	-
The Contract Sum prior to this Change Order was.....	\$	5,796,000.00
The Contract Sum will be changed by this Change Order in the amount of.....		-\$48,485.00
The new Contract Sum including this Change Order will be.....	\$	5,747,515.00

Franklin Mechanical Systems, Inc. 02-11-25 (Facilities)

Final Audit Report

2025-01-06

Created:	2025-01-06 (Pacific Standard Time)
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAonFEkMUVmov6f7XM44hmcAhBpE45jZHa

"Franklin Mechanical Systems, Inc. 02-11-25 (Facilities)" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)
2025-01-06 - 8:49:41 AM PST- IP address: 204.100.121.1
-  Document emailed to Vinnie Franklin (vinniefranklin@earthlink.net) for signature
2025-01-06 - 8:50:49 AM PST
-  Email viewed by Vinnie Franklin (vinniefranklin@earthlink.net)
2025-01-06 - 9:16:53 AM PST- IP address: 47.145.188.83
-  Document e-signed by Vinnie Franklin (vinniefranklin@earthlink.net)
Signature Date: 2025-01-06 - 11:41:19 AM PST - Time Source: server- IP address: 47.145.188.83
-  Agreement completed.
2025-01-06 - 11:41:19 AM PST



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated February 12, 2025, to the AGREEMENT between the Beaumont Unified School District and Champion Electric, Inc. is as follows:
(Consultant Name as shown on the agreement and W-9)

SECTION A – RENEWAL:

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

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

Amendment No (i.e. 1, 2, or 3) 1 Contract Term: 02/12/25 - 06/30/25

This amendment represents a modification to services as follows:

An agreement to decrease the contract amount from \$1,645,000.00 to \$1,597,291.00.

ORIGINAL CONTRACT AMOUNT \$ 1,645,000.00

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

This amendment represents a **decrease** in the contract amount or fee schedule attached: \$ 47,709.00

NEW CONTRACT AMOUNT \$ 1,597,291.00

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

Requestor's Information
School/Department: <u>Facilities</u>
Contact Person <u>Ana Gonzalez</u> Ext. <u>005327</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012277</u>
Required Updated Forms
Check off any items that are applicable to the contract:
<input checked="" type="checkbox"/> Fee Schedule
<input type="checkbox"/> Business/Professional License (if expired)
<input type="checkbox"/> Insurance: General Liability/Professional Liability/E&O
<input type="checkbox"/> Insurance: Business Auto Liability
<input type="checkbox"/> Insurance: Workers' Compensation or Certification
<input type="checkbox"/> Other - Professional Service Certificate if expired)

Consultant Authorized Representative	
<u>Kevin Shearer</u>	
<small>Kevin Shearer (Jan 9, 2025 08:22 PST)</small>	
CONSULTANT'S SIGNATURE	
Kevin Shearer	Director of Operations
<small>PRINT NAME</small>	<small>TITLE</small>
<u>3950 Garner Rd.</u>	
<small>Address</small>	
<u>Riverside, CA 92501</u>	
<small>City/State/Zip</small>	
Phone <u>951-276-9619</u>	
Email <u>estimating@championelec.com</u>	
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.	

CHANGE ORDER NUMBER 1

PROJECT:	2023-05 HVAC & Control Management Equipment	DATE:	12/3/2024
		ARCHITECTS PROJECT NUMBER:	N/A
		CONTRACT DATE:	9/18/2023
		CONTRACT FOR:	Cat. 22
		DSA APPLICATION NOs:	N/A
CONTRACTOR:	Champion Electric 3950 Garner Rd Riverside, CA 92501		
		FILE NOs:	N/A
PCH FILE NO.	Cat. 22 - CO-01		

You are hereby directed to provide the extra work necessary to comply with this change order

DESCRIPTION OF CHANGE:	
001 - Unused Cash Allowance	-\$43,196.00
HCA-001B - (IB-007) Highland Charter Academy - Descope Controls Credit	-\$1,209.00
MVMS-007 - (RFI 010) Walk in Freezer Smoke Detector - Credit	-\$208.00
SGMS-006 - (RFI 012) Non Existing Call Outs - Credit	-\$3,096.00

Contractor accepts the terms and conditions stated as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT, AND CONTRACTOR

The Original Contract Sum was.....	\$ 1,645,000.00
Net Change by previously authorized Change Orders.....	\$ -
The Contract Sum prior to this Change Order was.....	\$ 1,645,000.00
The Contract Sum will be changed by this Change Order in the amount of.....	-\$47,709.00
The new Contract Sum including this Change Order will be.....	\$ 1,597,291.00

The Contract Time will be increased by 0 days

<p>ARCHITECT</p>  <p>Date <u>12/3/2024</u></p> <p>Design West Engineering 412 E Vanderbilt Way San Bernardino, CA 92408</p>	<p>CONTRACTOR</p>  <p>Date <u>12/4/2024</u></p> <p>Champion Electric 3950 Garner Rd Riverside, CA 92501</p>	<p>OWNER</p> <p>_____</p> <p>Date _____</p> <p>Beaumont USD 350 Brookside Ave. Beaumont, CA 92223</p>
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Champion Electric, Inc. 01-21-25 (Facilities)

Final Audit Report

2025-01-09

Created:	2025-01-06 (Pacific Standard Time)
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4DzzHX4MtXfP2ONrJM-vBD_CuWkmM8u-

"Champion Electric, Inc. 01-21-25 (Facilities)" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)
2025-01-06 - 8:48:16 AM PST- IP address: 204.100.121.1
-  Document emailed to estimating@championelec.com for signature
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-  Document signing delegated to kshearer@championelec.com by estimating@championelec.com
2025-01-07 - 10:43:20 AM PST- IP address: 12.20.169.106
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-  Email viewed by kshearer@championelec.com
2025-01-09 - 8:20:15 AM PST- IP address: 12.20.169.106
-  Signer kshearer@championelec.com entered name at signing as Kevin Shearer
2025-01-09 - 8:22:48 AM PST- IP address: 12.20.169.106
-  Document e-signed by Kevin Shearer (kshearer@championelec.com)
Signature Date: 2025-01-09 - 8:22:51 AM PST - Time Source: server- IP address: 12.20.169.106



✔ Agreement completed.

2025-01-09 - 8:22:51 AM PST



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RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

3939 Thirteenth Street
Riverside, CA 92501

**AGREEMENT FOR K-16 EDUCATION PATHWAY GRANT
College and Career Readiness**

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

RECITALS

SUPERINTENDENT, in partnership with local school districts and higher education partners, will create and develop Education Pathways within the Riverside region. The K-16 Program is part of a statewide strategy for strengthening education-to-workforce pathways and ensuring that education, vocational, and workforce programs all work in partnership to address the income, racial, and gender inequalities in education and employment. The program is designed to support regional K-16 education collaboratives that create streamlined pathways from high school to postsecondary education and into the workforce.

AGREEMENTS

1. **TERM:** The term of this Agreement shall be from **July 1, 2024** to **June 30, 2026**.
2. **SERVICES:** DISTRICT shall participate in the K-16 Education Pathway Grant. SUPERINTENDENT will reimburse the DISTRICT over the next two (2) years to fund activities to support the following overarching goals:
 - A. Build intersegmental, sustainable, and inclusive educational partnerships to support first-generation, low-income, and historically marginalized populations of students to pursue post-secondary education attainment.
 - B. Streamline priority pathways to degree completion.
 - C. Create employer and workforce partnerships to support student success beyond degree completion.
 - D. Fully establish and implement one occupational pathway.
 - E. Demonstrate implementation of at least two (2) of the following four (4) target Recovery with Equity recommendations.
 1. Cultivate inclusive, engaging and equity-oriented learning environments
 2. Retain students through inclusive support
 3. Provide high-tech, high touch advising
 4. Support college preparation and early credit
3. **PAYMENT:**
 - A. SUPERINTENDENT will reimburse the district up to **\$41,646.50** per year upon receipt of detailed invoices with back up documentation.
 1. Eligible Expenditures: The following information is intended to provide an advisory list of common eligible project expenditures.
 - a. Additional or new staffing costs directly associated with the tasks outlined in scope of work for the grant including salaries and benefits (e.g. instructor or tutors). For positions that will partially support the grant program but have other tasks, the grantee shall provide the pro-rate methodology used. The pro-rate methodology shall be subject to review and approval by the State. Alternatively, the grantee may provide actual timesheet records documenting the time allocated to this grant program.

- b. Materials costs.
- c. Advertising and marketing costs (e.g., design, print, publication, advertising costs).
- d. Costs associated with establishment or updating of a website to promote the grant program (costs for updating an existing website shall be limited to changes resulting from the grant program).
- e. Non-student travel expenses directly associated with the tasks outlined in the scope of work (lodging, airfare, car rental, meal reimbursement).
- f. Activities of an academic or cultural nature, such as field trips, special lectures, and symposiums, that are aligned with the grant's objectives.
- g. Costs associated with events for the purposes of professional development, or training.
- h. Training materials, software, curriculum.

2. Ineligible Expenditures: The following information is intended to provide an advisory list of common ineligible project expenditures.

- a. Long-term, and on-going operating costs (i.e. salaries, website hosting fees, software licensing, etc.) incurred by the district that continue beyond June 30, 2026.
- b. Any indirect costs.
- c. Funds from this grant shall not be used to carry on propaganda, or otherwise attempting, to influence legislation, influencing the outcome of any specific public election, carrying on, directly or indirectly, any voter registration drive, inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur.
- d. Food and drink, except for meal reimbursement that is part of eligible travel costs as noted above.

B. In no event shall the total payment(s) made under this Agreement exceed the sum of **\$83,293.00** without a written authorization from SUPERINTENDENT. Balance from year one (1) can be carried over to year two (2).

C. In the event DISTRICT receives payment for services under this Agreement which is later disallowed by SUPERINTENDENT due to DISTRICT'S nonconformance with the terms and conditions herein, DISTRICT shall promptly upon request refund the disallowed amount to SUPERINTENDENT or, at its option, SUPERINTENDENT may offset the amount disallowed from any payment due or that becomes due to DISTRICT under any agreement it has with SUPERINTENDENT.

4. **INVOICES:** DISTRICT shall submit invoices to Riverside County Superintendent of Schools, attention: **Accounts Payable**, P.O. Box 868, Riverside, California 92502 or via email to accountspayable@rcoe.us.

5. **INDEPENDENT CONTRACTOR:** With respect to the services to be performed pursuant to this Agreement, DISTRICT is acting as an independent CONTRACTOR and not as an agent or employee of SUPERINTENDENT. Any and all personnel performing the services under this Agreement on behalf of DISTRICT shall at all times be under DISTRICT'S exclusive direction and control. DISTRICT shall pay all the wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. DISTRICT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. With respect to the performance of its obligations hereunder, DISTRICT is subject to the control or direction of SUPERINTENDENT merely as to the results to be accomplished and not as the means and methods for accomplishing such results. If DISTRICT is an entity that does not have a permanent place of business in California or is an individual who does not reside in California, and unless an exception applies, all payments from SUPERINTENDENT to DISTRICT pursuant to this Agreement shall be subject to withholding in accordance with Section 18662 of the California Revenue and Taxation Code and/or other applicable law.

6. **NON-DISCRIMINATION:** DISTRICT shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. DISTRICT shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.
7. **FORCE MAJEURE:**
 - A. In the event DISTRICT is unable to comply with any provisions of this Agreement due to causes beyond its control such as acts of God, acts of war, civil disorders, pandemic, and other similar acts, DISTRICT shall not be held liable to SUPERINTENDENT for such failure to comply.
 - B. In the event SUPERINTENDENT is unable to comply with any provisions of this Agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, pandemic or other similar acts, SUPERINTENDENT shall not be held liable to DISTRICT for such failure to comply.
8. **INDEMNIFICATION:** DISTRICT shall save, defend, and hold harmless and indemnify SUPERINTENDENT, the Riverside County Board of Education, and their respective officers, employees and agents, and each of them, with respect to any and all claims, demands, actions, damages, judgements, costs, expenses, (including, without limitation, attorneys' fees), and other liabilities of whatever kind and nature that arise from the negligence, recklessness or willful misconduct of any person in performing work or services pursuant to this Agreement on behalf of DISTRICT, including, without limitation, liabilities attributable to the injury (including death) of any person and/or to the loss or damage of any property. With respect to each act or incident that occurs while this Agreement is in effect, DISTRICT'S obligations pursuant to this section shall survive termination of this Agreement.
9. **ENTIRE AGREEMENT:** This Agreement, including any attachments, exhibits, or documents incorporated herein, constitutes the entire understanding and agreement between Parties hereto with respect to the subject matter hereof and no prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.
10. **AMENDMENTS:** This Agreement may only be amended in writing by the mutual consent of the Parties hereto, except that SUPERINTENDENT may amend this Agreement to accomplish the below-listed changes:
 - A. Increases in dollar amounts.
 - B. Administrative changes that do not affect the contractual rights of the Parties.
 - C. Changes as required by law.
11. **NOTICES:** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below. Each notice shall be deemed to have been given or served only upon actual receipt by the addressee, and notices may be delivered by one of the following methods: (i) registered or certified United States Mail, postage prepaid by sender and return receipt requested; (ii) FedEx, U.P.S. or other reliable private delivery service, delivery charge paid by sender and signature on delivery receipt required; or (iii) personal delivery, delivery charge paid by sender and signature on delivery receipt required.

SUPERINTENDENT:
Riverside County Office of Education
Contracts and Purchasing Services
PO Box 868
Riverside, CA 92502

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as evidenced by the signatures below of their respective duly-authorized representatives.

Riverside County Superintendent of Schools

Beaumont Unified School District

Signed _____
Authorized Signature

Signed _____
Authorized Signature

Printed Name and Title

Carmen Ordonez // Director of Fiscal Services

Printed Name and Title

Date _____

Date _____