



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

THIS AGREEMENT (“Agreement”) is made effective on August 19, 2024 (date) by and between Family Chiropractic Wellness & Holistic Healthcare Center - Gary D. Wines, D.C. 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 August 19, 2024 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ N/A per hour, for a total cost not to exceed N/A --or-- for a lump sum of \$ 750.00 --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum

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

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

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

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

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

8. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, "Indemnitees") from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:
- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's subconsultant's employees arising out of Consultant's Services under this Agreement; and
 - b. General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by Consultant or any person, firm or corporation employed by the Consultant related to, founded upon or in connection with this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of Indemnitees; and
 - c. Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of Consultant, or any person, firm or corporation employed by Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including Indemnitees, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of Indemnitees.
 - d. Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against Indemnitees on account of or founded upon any of the causes, damages or injuries identified in this Section 9 and shall pay or satisfy any judgment that may be rendered against Indemnitees in any action, suit or other proceedings as a result thereof.
9. **INSURANCE:** During the term of this Agreement, the Consultant shall maintain:
- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. In the event the Consultant/Vendor will be working directly with students, sexual misconduct must be included in the general liability coverage.
 Certificate of General Liability Insurance **and** Additional Insured Endorsement is attached.
 - b. Automobile liability insurance in the following amounts:
\$500,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
\$25,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.
 Certificate of Auto Liability for \$1,000,000 per occurrence is attached. Consultant certifies it will NOT be transporting anyone on behalf of the District. **OR**
 Certificate of Auto Liability for \$25,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.
 - c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer); \$2,000,000 aggregate**
 Certificate of Professional Insurance is attached.
 - d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;
 Certificate of Educators' Legal Liability is attached.
 - e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.
 Workers' Compensation Insurance Certificate is attached, **OR**

Sole Proprietor / NO Workers' Compensation Insurance is required. BUT must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.

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

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

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

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

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

14. **JURISDICTION:** This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Riverside County, California.
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:
 Family Chiropractic Wellness & Holistic Healthcare
 Center - Gary D. Wines, D.C.

 Name

1074 Beaumont Ave., Beaumont, CA 92223

Address, City, State and Zip

DISTRICT:

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

 Signature

 Date

951-845-6456

Phone

 Fax

DRGARY@WINESFAMILYWELLNESS.COM

Email

 CBO or Director of Fiscal Services

 Date

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

To the Governing Board of Beaumont Unified School District:

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

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

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

Executed at _____, California on _____
Date

Signature

Typed or printed name

Title

Address

Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

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

Insert W-9

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

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

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

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

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

PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT

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



Family Chiropractic Wellness & Holistic Healthcare Center

Gary D. Wines, D.C. - Kathryn Nielsen-Wines, D.C.
1074 Beaumont Ave., Beaumont, CA 92223
Phone (951) 845-6456 Fax (951) 845-7485

2024-2025 High School Sports Plan

Dr. Gary Wines and Family Chiropractic are happy to continue to offer Beaumont High School a program to assist in the care and prevention of athletic injuries. The purpose of this program is to educate athletes in the prevention of athletic injuries and to advise athletes on the care and treatment of their injuries to minimize healing time. While this program does not take the place of traditional medical care, licensed Doctors of Chiropractic will provide and/or direct treatment of minor athletic injuries.

The facilities of Family Chiropractic will be available for use by the athletes on the recommendation of, or by, the examining Chiropractor. To be eligible under this plan athletes must have a clearance from a physician to participate in the sport they were injured, a completed parental treatment consent form on file with this office and have the required athlete insurance to be suitable for this plan.

THE PLAN

- Initial evaluation of the injury by a licensed Doctor of Chiropractic.
- A report as indicated back to the coach after a new injury is evaluated.
- Referral to appropriate medical specialist when indicated.
- Updates on athletes' progress to parents and coaches as requested.
- Advice on the prevention of injuries and on the rehabilitation of injured athletes. A part of the rehabilitation process, when indicated, includes the administration of in office care.
- Protective athletic equipment, fitted to the individual athlete. (The cost of any equipment so provided is not included in the cost of this program.)
- Recommendation regarding muscle imbalances and preventive measures which may be taken to avoid such problems.
- Physician attendance at home varsity football games.

FEES

- Cost of Plan & Supplies (August 2024 to June 2025) \$750

ADDITIONAL INFORMATION/REQUESTS

- Make payment to Gary D. Wines, D.C. (Federal ID: 33-0161594)
- Submit a printed roster of the varsity and frosh/soph teams as well as notification of any known player histories of head injuries, or any other medical conditions.
- We also request a 1/4-page ad (or full screen electronic display) in all major programs (Football, Basketball, Baseball, etc.) at no extra cost to Family Chiropractic per this agreement and is included here.
- A copy of the last page of this letter titled "Questions and Answers for Parents" is provided for information purposes to the athletes and their parents. Please provide this information to the athlete's family to help avoid misunderstandings about the program.
- Also Available: Sports physicals in office by appointment.

Family Chiropractic Wellness & Holistic Healthcare Center

2024-2025 High School Sports Plan - *Questions and Answers for Parents*

- 1. Clinic Hours.** - The office will be available to evaluate athletes in the office during normal office hours. The athlete, parent or coach can call for the appointment, but a parent/guardian **MUST** come to the initial evaluation of the athlete.
- 2. What is a Treatment?** - A treatment may consist of physical therapy, muscle testing, joint manipulation, rehabilitation activities, or other methods to improve the healing time.
- 3. What should I have before I can be treated?** - You must have completed the school insurance and treatment consent forms. It is mandatory that the athlete's parents attend the initial exam. Parents attendance at subsequent office visits are not mandatory but encouraged.
- 4. What does the Examination include?** – Focused injury examination by a Doctor of Chiropractic. A working diagnosis generated from the results of that examination, and care recommendations for injury management.
- 5. What is a Doctor of Chiropractic?** - A licensed physician who specializes in the diagnosis and treatment of problems to the nerves, muscle, bones, and joints.
- 6. What does the consultation NOT include?** - X-ray, pharmaceuticals, nutritional supplements, supports, surgery, any other exam the doctor is not capable of performing at the office. Treatment for injuries outside the 2 week window from original date of injury or outside the sport season are also not covered.
- 7. What does the Plan cover as far as treatments?** – Student must be seen in our office within 2 weeks of initial injury. For each injury, two weeks of care from the initial visit is plenty of time to take care of all minor problems. Old injuries or chronic conditions are the parent's financial responsibility.
- 8. What if I need further treatment past the two weeks?** - After consulting the parent/guardian, a plan of care to resolve the athlete's injuries will be laid out with any associated costs. If the athlete is covered by private insurance Family Chiropractic will bill the insurance carrier. Payments for deductibles and co-payments may apply depending on the insurance.
- 9. What if I have an insurance deductible?** - You are responsible for your own deductible.
- 10. What if my health plan does not cover services at Family Chiropractic?** - You will have to use your own health plan providers or pay the discounted rate at Family Chiropractic at the time of visit after you have used up your two weeks.
- 11. Does this plan include doctor's office visits?** - Yes! Each athlete will be evaluated by a Doctor of Chiropractic and care will be directed by the doctor.
- 12. Can I come to the clinic at any time?** - The office will be available to evaluate athletes during normal office hours by appointment (Monday through Friday). To schedule appointments please call (951) 845-6456.
- 13. What if the athlete needs further medical care?** - The athlete at this time will be given the option to see his/her doctor or be referred to a medical doctor sports specialist at his/her own cost.
- 14. What are the parents responsible for?** - They must come to the office when the athlete is initially examined and are encouraged to participate in the athlete's recovery by making sure the athlete follows through with all treatment recommendations. Have athlete adequately covered with insurance. Make sure parental consent forms are completed and on file with Family Chiropractic. Support your athletes' school program before, after and during the season.
- 15. Who are the doctors at Family Chiropractic?**
Gary Wines, D.C. - A graduate of Beaumont High School, he has been practicing in Beaumont and has been active with the High School sports program since 1983. He has had extensive training in sports injury management and holds certifications as a Chiropractic Sports Physician (C.C.S.P.), and concussion management by the American Chiropractic Board of Sports Physicians and the American College of Sports Medicine. **Kathryn Nielsen-Wines, D.C.** - Has been in active practice since 1984. She has practiced in Beaumont for over 30 years and has considerable experience in trauma management.



**Family Chiropractic Wellness
& Holistic Healthcare Center**
 1074 Beaumont Ave., Beaumont, CA 92223
 Office: (951) 845-6456 Fax: (951) 845-7485

Gary D. Wines, D.C.
 FEIN: 33-0161594

INVOICE

Customer

Name Beaumont Unified School District
 Address 350 Brookside Ave.
 City Beaumont State CA ZIP 92223
 Phone _____

Date 7/1/2024
 Order No. 2024
 Notes _____

Qty	Description	Unit Price	TOTAL
1	High School Athletic Program Sports Plan Academic Year 2024-2025	\$750.00	\$750.00
SubTotal			\$750.00
Shipping & Handling			\$0.00
Taxes			\$0.00
TOTAL			\$750.00

 **Riverside
University
HEALTH SYSTEM**
Behavioral Health

Reply to: Behavioral Health Administration
Program Support
4095 County Circle Drive
Riverside, CA 92503

July 23, 2024

Beaumont Unified School District
Attn: Tina Lau-Vaca
350 Brookside Ave
Beaumont, CA 92223

RE: FY 2024/2025 Contract – Friday Night Live

Enclosed is the FY 2024/2025 agreement between your agency and the County of Riverside, Riverside University Health System – Behavioral Health (RUHS-BH). **Please sign and return two (2) original signature pages only.** Retain the remainder of the contract for your records. Once this contract has been fully executed, an original copy of the signature page will be returned to you for your files.

Pursuant to the terms of your agreement, proof of insurance must be submitted to our office prior to providing services and must be kept current throughout the course of this agreement. **Please submit your insurance documents via email to the analyst listed below.** If you have not already done so, it is also required that you submit a copy of your published rates (if applicable).

Please notify our office immediately, in writing and on your company letterhead, upon any change in contact information, mailing or remittance address, and any other pertinent changes that may occur in the course of the execution of this agreement.

To ensure timely processing of your agreement and avoid payment delays, it is imperative that the signed documents be received in our office **within one week of receipt of this letter and corresponding agreement.** We recommend that you send signed documents to our Behavioral Health Administration Office located at 4095 County Circle Drive, Riverside, CA 92503 using priority mail.

Your immediate attention to this matter is appreciated. If you have any questions, please Call Eren Guerrero at (951) 358-3624 or email at eguerrero@ruhealth.org or Michael Blalock at m.blalock@ruhealth.org

Sincerely,



Behavioral Health Administration
Program Support

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE
Riverside University Health System
Behavioral Health

By: _____

Name: _____

Title: Buyer II

Dated: _____

BEAUMONT UNIFIED SCHOOL DISTRICT

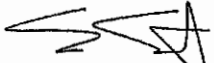
By: _____

Name: Carmen Ordonez

Title: Director of Fiscal Services

Dated: _____

County Counsel
Approved As To Form:



By: _____
Deputy County Counsel

**FY 2024/2025
PROFESSIONAL SERVICES AGREEMENT RENEWAL
BETWEEN
COUNTY OF RIVERSIDE
AND
BEAUMONT UNIFIED SCHOOL DISTRICT
FOR
FRIDAY NIGHT LIVE**

That certain Agreement between the County of Riverside (COUNTY) and Beaumont Unified School District (CONTRACTOR), approved by the Purchasing Agent on February 23, 2023 for FY 2022/2023; approved by the Purchasing Agent on January 31, 2024 for FY 2023/2024; is hereby renewed for FY 2024/2025, effective July 1, 2024 through June 30, 2025, in consideration for mutual obligations:

- **Section 2. PERIOD OF PERFORMANCE, Subsection 2.1**, of this Agreement shall be amended to read as follows:
 - 2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2025, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

- **Section 3. COMPENSATION, Subsection 3.1**, of this Agreement shall be amended to read as follows:
 - 3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$4,500 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

- Rescind the Exhibit B in its entirety, and replace it with the new attached Exhibit B.

All other terms and conditions of this Agreement shall remain unchanged and in full force and effect.

///
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/

**EXHIBIT B
PAYMENT PROVISIONS**

COUNTY will reimburse 75% of advisor fees, not to exceed \$750 per club, per school site. CONTRACTOR will pay the remaining 25% of the advisor's cost. Total number of chapters to be included shall be received from CONTRACTOR before January 31, 2025.

CONTRACTOR agrees to invoice the COUNTY Friday Night Live (FNL) program for the total number of advisors who meet deliverable requirements. Invoice must include: advisor name, proof of payment and amount to each advisor, and indicate COUNTY and CONTRACTOR costs separately. Payments will be made only after services are rendered and upon receipt of an invoice. COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of approved invoice. CONTRACTOR shall submit invoice and backup documentation to the COUNTY before June 30, 2025. Contract maximum is not to exceed **\$4,500**.

AMENDMENT to
Agreement #100-29448

This Amendment modifies the agreement between Summerwind Trails School ("Group") and Guided Discoveries, Inc, ("GDI"), made on Monday, August 19, 2024, for the CIMI Toyon Bay Program.

Section 2, Item v., has been modified to update the Estimated Participants from 62 students and 5 chaperones, to the newly agreed upon Estimated Participants of 70 students and 6 chaperones.

A new item, Section 4, Item v., has been created to include the Additional Deposit ("Additional Deposit") amount due to \$585.00

By: _____
Date: _____


By:  _____
Date: 8/19/2024

Exhibit B

Summary of Agreement and Important Information

Summerwind Trails School at CIMI Toyon Bay
1020 Poinsettia Circle
Calimesa, CA 92320

Primary Contact: Callie Beitler
Email: fmartinez@beaumontusd.k12.ca.us

INVOICE and AGREEMENT #100-29448
Trip Logistics

Arrival Date: Wednesday, September 18, 2024

Departure Date: Friday, September 20, 2024

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

Catalina Classic Cruises
1046 Queens Highway
Long Beach, CA 90802

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

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

Program Costs

	Amount	Tuition	Total
Total Estimated Students	70	\$375.00	\$26,250.00
Total Estimated 1/2 Tuition Chaperones	5	\$187.50	\$937.50
Total Estimated Full Tuition Chaperones		\$375.00	\$.00
Group Leader	1		\$.00

Payments To Date

3/18/2024	DP CK # 1265		\$4,290.00
-----------	--------------	--	------------

Expected balance due: \$22,897.50

Final balance will be confirmed upon checkout and due within 30 days of returning from your trip.

TOTAL DEPOSIT DUE TODAY: \$585.00

Expected Balance Due: \$22,897.50

Final balance will be confirmed upon checkout on Departure Date.

Guided Discoveries, Inc.

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



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

THIS AGREEMENT (“Agreement”) is made effective on September 11, 2024 (date) by and between Finished Results hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

RECITALS

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

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

AGREEMENT

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

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

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

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

- 2. **TERM:** The term of this Agreement shall begin on September 11, 2024 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ N/A per hour, for a total cost not to exceed 5,000.00 **--or--** for a lump sum of \$ N/A **--or--** per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the

Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile, workers' compensation (as required by law), professional negligence, and general liability insurance, etc., materials, supplies, and taxes.

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

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

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

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

8. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, "Indemnitees") from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:
- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's subconsultant's employees arising out of Consultant's Services under this Agreement; and
 - b. General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by Consultant or any person, firm or corporation employed by the Consultant related to, founded upon or in connection with this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of Indemnitees; and
 - c. Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of Consultant, or any person, firm or corporation employed by Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including Indemnitees, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of Indemnitees.
 - d. Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against Indemnitees on account of or founded upon any of the causes, damages or injuries identified in this Section 9 and shall pay or satisfy any judgment that may be rendered against Indemnitees in any action, suit or other proceedings as a result thereof.
9. **INSURANCE:** During the term of this Agreement, the Consultant shall maintain:
- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. In the event the Consultant/Vendor will be working directly with students, sexual misconduct must be included in the general liability coverage.
 Certificate of General Liability Insurance **and** Additional Insured Endorsement is attached.
 - b. Automobile liability insurance in the following amounts:
\$500,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
\$25,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.
 Certificate of Auto Liability for \$1,000,000 per occurrence is attached. Consultant certifies it will NOT be transporting anyone on behalf of the District. **OR**
 Certificate of Auto Liability for \$25,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.
 - c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer); \$2,000,000 aggregate**
 Certificate of Professional Insurance is attached.
 - d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;
 Certificate of Educators' Legal Liability is attached.
 - e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.
 Workers' Compensation Insurance Certificate is attached, **OR**

Sole Proprietor / NO Workers' Compensation Insurance is required. BUT must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.

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

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

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

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

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

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

To the Governing Board of Beaumont Unified School District:

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

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

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

Executed at _____, California on _____
Date

Signature

Typed or printed name

Title

Address

Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

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

Insert W-9

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

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

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

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

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

PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT

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



CONTRACT

Event: Beaumont Cougar Classic
Date: Saturday 3/15/2025

Contact: Jessica Colvin

Organization: Beaumont HS T&F

Today's Date: 8/14/2024

Due Date: see terms below

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

Services Provided by Finished Results:

Online Information	-Create a page on Finished Results website for all of your meet information Includes general meet information, time schedules, results, etc.
Registration	-Create Online Registration for schools and athletes via MileSplit
Meet Management	-Creation of meet management database -Heat Sheets provided for clerk of course -Score sheets provided for all field events
Timing & Results	- <i>FinishLynx</i> photo finish camera and <i>IdentiLynx</i> full frame video system used for front and side image displays for fully automatic timing and results -Networked computers for data entry of field events and review of running events -Upload all results to Finished Results website
Backup Camera	- <i>FinishLynx</i> camera independently networked as a back-up camera with a separate radiolynx starting system
Scoreboard LED Display Track Events	-LED Scoreboard Display at finishline -Displays running time followed by results - <i>Place, Name, Affiliation</i> and <i>Time</i> shown for each athlete of each running event
FR Live Results App	-Includes name, time, and affiliation of athletes as they cross the finishline -Includes Real-time, dynamic team scoring & results
Live Field	-Live real time results of field events as they are taking place – shown on FR Live App - <i>Host school is responsible to provide volunteers to operate Field Event computers</i>
Raceclock Display	-LED Raceclock Display, used at the common finishline
Wind Gauge	-Provided for wind readings of all sprint events

Services Provided by Host Organization:

Hip #s	-Provide Hip #s for all track events
Clerk of Course	-Competent adults will serve as the clerk of the course for your event -Responsible for communicating all changes with Finished Results staff
Staging Clerk	-Conduit of communication between Clerk, Starter, Timer -Organizes the athletes in the last staging area before stepping on the track -Ensures athletes are running in the correct heat, lane, with hip numbers on correctly, etc -Makes sure the starters are not arbitrarily combining heats, filling lanes or other changes

Please make checks payable to:

TOTAL: \$4,200

Finished Results

26783 Rancho Serena
Menifee, CA 92584

Contract Terms: - Signed contract received within 10 days to reserve your event and lock in pricing
- Balance due within 30 days of receipt of the final invoice

**25% of this invoice is a booking fee (due and payable even in the event of cancellation)
for setting up and securing timing services for your events**

Total above is based upon the expected scope of services and total hours of work being the same as last year's event. Final Invoiced total may change if there is a change to the overall hours and services provided

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

1. FINISHED RESULTS SHALL PROVIDE THE SERVICES EXPLICITLY WRITTEN IN THIS CONTRACTUAL AGREEMENT. ANY CHANGE THAT IS BEYOND THE SCOPE OF THIS CONTRACT IS SUBJECT TO ADDITIONAL FEES
2. TO PROVIDE FINISHED RESULTS WITH FULL ACCESS TO THE FACILITY LISTED ABOVE, INCLUDING BUT NOT LIMITED TO THE STADIUM, TRACK, AND FIELD FOR ALL ITS STAFF AND EQUIPMENT
3. TO PROVIDE FINISHED RESULTS WITH PERMISSION TO DRIVE ON THE TRACK TO UNLOAD AND LOAD ALL OF OUR NECESSARY EQUIPMENT. IF PERMISSION CANNOT BE GIVEN, HOST SCHOOL/ORGANIZATION WILL PROVIDE SUFFICIENT HELPERS FOR SAID UNLOADING AND LOADING
4. TO PROVIDE FUNCTIONING POWER, CONDUIT, NETWORKING CABLE AT EACH TIMING POINT LOCATION. MUST HAVE SEPARATE AND INDEPENDENT NETWORKING CABLES FOR PRIMARY AND BACKUP SYSTEMS. FINISHED RESULTS IS GIVEN PERMISSION TO RUN ITS OWN CABLES
5. FINISHED RESULTS IS PERMITTED TO DISPLAY FINISHED RESULTS BRANDING, INCLUDING BANNERS, CANOPIES AND OTHER SIGNAGE
6. TO PROVIDE FINISHED RESULTS WITH AN AREA FOR TIMING WHICH PROHIBITS ACCESS FROM ATHLETES, COACHES, AND THE GENERAL PUBLIC
7. TO PROVIDE HIP #S FOR ALL COMPETITORS FOR ALL TRACK EVENTS. THERE IS A \$150 FEE FOR USING FINISHED RESULTS HIP #S
8. TO ENSURE THAT ALL REGISTRATIONS WILL BE COMPLETED BY ALL SCHOOLS AND PARTICIPANTS BY THE REGISTRATION DEADLINE
9. FINISHED RESULTS TO PROVIDE CERTIFICATE OF LIABILITY INSURANCE UPON REQUEST. THERE IS AN ADDITIONAL CHARGE OF \$200 TO BE ADDED AS ADDITIONAL INSURED
10. TO PROVIDE REASONABLE FOOD AND DRINKS TO ALL FINISHED RESULTS STAFF DURING THE MEET

CONTRACTING AGREEMENT & DISCLAIMER

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

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

DATE: _____

SIGNATURE: _____

Contracting party



QUOTE

Summerwind Trails School
1020 Poinsettia Cir
CALIMESA CA 92320

Date
Jul 24, 2024

Expiry
Sep 22, 2024

Quote Number
SUMMERWIND-2024

5-Star Students
5210 E. Pima St.
Suite 200 K
Tucson, AZ 85712

Description	Quantity	Unit Price	Tax	Amount USD
Platinum Package Renewal (Small School). 1 year program subscription, mobile apps, unlimited surveys and voting, refresher training, SIS integration	1.00	1,850.00	None	1,850.00
Subscription end date 11/30/2025				
			Subtotal	1,850.00
			TOTAL TAX	0.00
			TOTAL USD	1,850.00

Terms

Please send purchase orders to billing@5starstudents.com or fax to 800-321-0931

Federal Tax ID# 92-1304590



Houghton Mifflin Harcourt

Proposal #009118141

Prepared For

Beaumont Unified Sch District

Attention:

Mathew Barnett

mbarnett@beaumontusd.k12.ca.us

For the Purchase of:

Math 180 on Ed 1-Year Digital

Prepared By

Gloria Bolden

gloria.bolden@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Mathew Barnett
mbarnett@beaumontusd.k12.ca.us

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Proposal for Beaumont Unified Sch District

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<u>Math 180</u>					
Student Licenses					
1867368	9780358937449 Math 180 on Ed Student Digital Subscription 1 Year Includes: Math 180 on Ed Student License, 1 Year Implementation Success	\$109.00	120	\$13,080.00	
Total for Student Licenses		\$13,080.00			
Teacher Licenses					
1821211	9780358654605 Math 180 on Ed Teacher Digital Subscription 1 Year Includes: Math 180 on Ed Teacher License, 1 Year Access to Teacher's Corner	\$299.00			1
Total for Teacher Licenses		\$0.00			
<u>Total for Math 180</u>		\$13,080.00			
<u>Professional Services - Math 180</u>					
Implementation Success Plan					
1821115	9780358653707 Getting Started: Introduction to Math 180 on Ed Live Online 2-Hour Grade 5-12 This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.		1		
<u>Total for Professional Services - Math 180</u>		\$ 0.00			

THIS IS A QUOTE

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Mathew Barnett
mbarnett@beaumontusd.k12.ca.us

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Proposal for Beaumont Unified Sch District

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
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<i>Total Savings:</i>	\$299.00
<i>Subtotal Purchase Amount:</i>	\$13,080.00
<i>Shipping & Handling:</i>	\$0.00
<i>Sales Tax:</i>	\$0.00
<i>Total Cost of Proposal (PO Amount):</i>	\$13,080.00

Send **Check Payments** to:
 Houghton Mifflin Harcourt Publishing Company
 14046 Collections Center Drive
 Chicago, IL 60693

Attention:
 Mathew Barnett
 mbarnett@beaumontusd.k12.ca.us

Send **Orders** to:
 orders@hnhco.com
 FAX: 800-269-5232

HMH Confidential and Proprietary

Total Cost of Proposal (PO Amount): \$13,080.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:

Beaumont USD

Beaumont, CA 92223-0187

Sold to:

Beaumont USD

Beaumont, CA 92223-0187

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 8/9/2024**Proposal Expiration Date: 9/23/2024**

Houghton Mifflin Harcourt

Send **Check Payments** to:
 Houghton Mifflin Harcourt Publishing Company
 14046 Collections Center Drive
 Chicago, IL 60693

Attention:
 Mathew Barnett
 mbarnett@beaumontusd.k12.ca.us

Send **Orders** to:
 orders@hnhco.com
 FAX: 800-269-5232

HMH Confidential and Proprietary

CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE

This agreement is made effective on September 11, 2024 (date) by and between

Houghton Mifflin Harcourt, hereafter called "VENDOR," and Beaumont Unified School DISTRICT, hereafter called "DISTRICT."

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. The terms and conditions of the Agreement and any addenda are incorporated herein by reference.
2. The term shall expire once services have completed between DISTRICT and VENDOR or in any addenda, whichever controls.
3. Pupil records¹ obtained by VENDOR from DISTRICT continue to be the property of and under the control of the DISTRICT.
4. A description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account [INSERT PROCEDURE]:
5. A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information [INSERT PROCEDURE]:
6. A description of the actions the VENDOR will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records [INSERT PROCEDURE]:

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

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

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

BEAUMONT UNIFIED SCHOOL DISTRICT

HOUGHTON MIFFLIN HARCOURT

Authorized Signature:

Authorized Signature:

Carmen Ordonez, Director of Fiscal Services

Printed Name and Title:

Printed Name and Title:

Date:

Date:

California AB 1584 Compliance Checklist for Technology Services

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

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

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



COST PROPOSAL

Quote Prepared On August 8, 2024
Quote Valid Through October 15, 2024
Quote No. 2408165692
Version No. 1

Prepared For
Mathew Barnett Beaumont Unified School District 350 Brookside Ave Beaumont, CA 92223

Prepared By
Tom Eddy teddy@vistahigherlearning.com Vista Higher Learning 500 Boylston St, Suite 620 Boston, MA 02116-3736

Imagina 4e					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
100	978-1-54339-366-8	Imagina 4e Supersite Plus(v) + WebSAM(4 year license)	\$149.95	\$14,995.00	\$14,995.00

Total Cost	\$14,995.00
Est. Shipping (5%)	\$749.75
Est. Grand Total Cost	\$15,744.75

Ordering Instructions
<ul style="list-style-type: none"> Purchase Orders will be processed upon receipt and will be invoiced for the full "Total Cost" amount as shown above as well as the actual final Shipping charges required for your shipment, where applicable. Please note that the "Est. Shipping" amount shown above is an estimate only and may be different than the final charges applied. When submitting your Purchase Order, please be sure to attach: <ul style="list-style-type: none"> A copy of this Quote If applicable, a copy of your signed and dated tax exemption certificate To place your order, please contact Customer Support: <p style="text-align: center;"> Vista Higher Learning 500 Boylston Street, Suite 620 Boston, MA 02116 Email: orders@vistahigherlearning.com Phone: (800) 269-6311, option 3 Fax: (617) 426-5215 </p>

Terms of Purchase



COST PROPOSAL

Quote Prepared On August 8, 2024
Quote Valid Through October 15, 2024
Quote No. 2408165692
Version No. 1

By accepting a Quote, initiating a Purchase Order to us, entering into a separate agreement with us, and/or ordering online content, you are agreeing to these Terms of Purchase. The Vista Higher Learning Terms of Purchase shall govern all sales of materials and online content and shall supersede any and all terms and conditions attached to your Purchase Orders and/or any other document that you present to Vista Higher Learning, which shall be considered as a confirmation only and the terms and conditions shall in no way amend, prevail over, supplement or supersede any term or condition hereof.

- **Terms of Use:** All sales of Vista Higher Learning materials and online content are expressly made subject to the Vista Higher Learning Terms of Use: https://www.vhcentral.com/terms_of_use.
- **Return Policy:** Returns of Vista Higher Learning materials and online content are subject to the Vista Higher Learning Return Policy: <https://vistahigherlearning.com/return-policy>.
- **Tax:** Prices included within this Quote are exclusive of all applicable taxes, which are the responsibility of the Customer. Customer must provide documentation of tax-exempt status, if applicable.
- **Subscription Term:** For digital product license purchases, the duration of access being purchased based on the product license selection outlined in the Quote above will be considered the Subscription Term.
- **Term Dates:** Subscription Terms are aligned to an academic year calendar and will start as of the next upcoming academic year following the receipt of a Purchase Order, unless otherwise requested by Customer. All product licenses will have the same start and end dates aligned with the Subscription Term.
- **Unused Licenses:** All product licenses must be used within the purchased Subscription Term. Unused licenses during the purchased Subscription Term are not refundable or eligible for credit.
- **Licensing Add-ons:** If purchasing additional license quantities and/or licensing level upgrades to be added onto an existing base of product licenses, the additional quantities and/or upgrades will be applied beginning with the currently active Subscription Term, unless otherwise requested by Customer. All product licenses must maintain the same start and end dates aligned with the Subscription Term, with any additional quantities and/or upgrades matching the current expiration date of the existing Subscription Term in place.

Thank you for your business!

CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE

This agreement is made effective on September 11, 2024 (date) by and between
Vista Higher Learning, hereafter called "VENDOR," and Beaumont Unified School DISTRICT,
hereafter called "DISTRICT."

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. The terms and conditions of the Agreement and any addenda are incorporated herein by reference.
2. The term shall expire once services have completed between DISTRICT and VENDOR or in any addenda, whichever controls.
3. Pupil records¹ obtained by VENDOR from DISTRICT continue to be the property of and under the control of the DISTRICT.
4. A description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account [INSERT PROCEDURE]:
5. A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information [INSERT PROCEDURE]:
6. A description of the actions the VENDOR will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records [INSERT PROCEDURE]:

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

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

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

BEAUMONT UNIFIED SCHOOL DISTRICT

VISTA HIGHER LEARNING

Authorized Signature:

Authorized Signature:

Carmen Ordonez, Director of Fiscal Services

Printed Name and Title:

Printed Name and Title:

Date:

Date:

California AB 1584 Compliance Checklist for Technology Services

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

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

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



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

THIS AGREEMENT (“Agreement”) is made effective on September 11, 2024 (date) by and between Prismatic Magic hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

RECITALS

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

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

AGREEMENT

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

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

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

- 2. **TERM:** The term of this Agreement shall begin on September 11, 2024 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ N/A per hour, for a total cost not to exceed N/A **--or--** for a lump sum of \$ 949.00 **--or--** per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the

Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile, workers' compensation (as required by law), professional negligence, and general liability insurance, etc., materials, supplies, and taxes.

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

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

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

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

8. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, "Indemnitees") from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:
- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's subconsultant's employees arising out of Consultant's Services under this Agreement; and
 - b. General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by Consultant or any person, firm or corporation employed by the Consultant related to, founded upon or in connection with this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of Indemnitees; and
 - c. Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of Consultant, or any person, firm or corporation employed by Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including Indemnitees, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of Indemnitees.
 - d. Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against Indemnitees on account of or founded upon any of the causes, damages or injuries identified in this Section 9 and shall pay or satisfy any judgment that may be rendered against Indemnitees in any action, suit or other proceedings as a result thereof.
9. **INSURANCE:** During the term of this Agreement, the Consultant shall maintain:
- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. In the event the Consultant/Vendor will be working directly with students, sexual misconduct must be included in the general liability coverage.
 Certificate of General Liability Insurance **and** Additional Insured Endorsement is attached.
 - b. Automobile liability insurance in the following amounts:
\$500,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
\$25,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.
 Certificate of Auto Liability for \$1,000,000 per occurrence is attached. Consultant certifies it will NOT be transporting anyone on behalf of the District. **OR**
 Certificate of Auto Liability for \$25,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.
 - c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer); \$2,000,000 aggregate**
 Certificate of Professional Insurance is attached.
 - d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;
 Certificate of Educators' Legal Liability is attached.
 - e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.
 Workers' Compensation Insurance Certificate is attached, **OR**

Sole Proprietor / NO Workers' Compensation Insurance is required. BUT must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.

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

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

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

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

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

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

To the Governing Board of Beaumont Unified School District:

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

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

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

Executed at _____, California on _____
Date

Signature

Typed or printed name

Title

Address

Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

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

Insert W-9

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

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

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

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

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

PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT

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



The Agreement for the event is made on 06/18/2024 between Tournament Hills Elementary School (herein referred to as CLIENT) and Prismatic Magic LLC (herein referred to as VENDOR)

LOCATION of event: Tournament Hills Elementary School
36611 Champions Drive
Beaumont, CA 92223

DATE of event: 09/20/2024

THEME AND TIME(S) of event: Spring Jam from 09:00 AM to 09:40 AM

EVENT FEE: \$949

TERMS:

Vendor and client are aware and agree that:

1. No deposit is required; full payment to PRISMATIC MAGIC LLC is due the date of the event unless otherwise agreed to in advance of the event by all parties.
2. It is the responsibility of Client to ensure the selected location has the required darkness for the engagement.
3. The power requirement is two 15-amp 120-volt lines from a standard source.
4. Client will provide Vendor access to the location a minimum of 1.0 hour prior to the scheduled start time and 0.5 hours following the conclusion of the event.
5. Client is responsible to ensure that any and all fire occupancy limits for the host venue are adhered to, and that the attendees maintain safe and orderly conduct. If Client fails to do so, Vendor reserves the right to cancel the event at any time in order to ensure the safety of all participants. Client is liable for 100% of the contracted fee if cancellation is necessary under these circumstances.

6. Client understands that for some programs, latex balloons may be used during the laser demonstrations. Client may prevent use of latex by notifying vendor via email at info@prismaticmagic.com at least two weeks in advance of the event.

7. Unilateral cancellation by Client within 30 days of the scheduled event is subject to a \$250 cancellation fee. Cancellation prior to 30 days is without penalty. In the event of a cancellation by joint consent, each of the undersigned parties shall be solely responsible for its own incurred costs to that point and the Agreement is terminated.

8. Client understands that lasers are highly sophisticated and sensitive electronic equipment, and as such, may malfunction without warning. In the case of a major malfunction that results in the postponement of the event, Vendor will make best effort to reschedule the event. If Vendor fails to satisfy Client's schedule, Client may elect to terminate this agreement.

9. In the event of unforeseen acts of God or other natural events, Vendor reserves the right to terminate this Agreement without penalty. In the event of school closing or inability to travel due to weather, the Parties will reschedule the event before the end of the school year.

10. Waiver of any provision of this Agreement by a party shall not constitute a waiver of any other provision.

It is further understood that this Agreement contains the whole agreement between Client and Vendor and this document supersedes any other terms, obligations, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this contract, not expressly set forth herein. This Agreement shall be governed in accordance with the laws of the state of the event.



Client's Signature

Prismatic Magic LLC Signature

Beaumont Unified School District Event date: 09/20/2024

06-1578786

Date Signed

Prismatic Magic's FID/EIN

SIGN AND EMAIL CONTRACT TO:

info@prismaticmagic.com

Or fax to:

866-779-7726

Or mail to:

PRISMATIC MAGIC, LLC

PO BOX 11678

FORT WORTH, TX 76110

IF THIS CONTRACT IS NOT SIGNED AND RETURNED, IT IS STILL ASSUMED THE PROGRAM WILL BE PRESENTED AS SCHEDULED. IF A PROGRAM NEEDS TO BE RESCHEDULED OR CANCELLED, PLEASE CALL OR EMAIL AT LEAST 30 DAYS IN ADVANCE TO AVOID CANCELLATION FEE.

PLEASE GIVE PAYMENT TO THE PRESENTER ON THE DAY OF THE PERFORMANCE UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE IN ADVANCE (PURCHASE ORDER, BOCES, ETC.).

ASSOCIATED STUDENT BODY
CONTRACT

All agreements over \$10,000 must be approved by the District's governing board or may otherwise be rendered void.

_____ **Site Principal Approval**

_____ **Instruction and Support Services Approval**

Beaumont Unified School District ("District") hereby grants to: _____ Props AV Audio Visual FX
("Provider") permission to provide the required service to the Associated Student Body ("ASB") for the sole purpose of providing audio/visual services for the Homecoming 2024 rally and dance.

_____ on the following date(s) and location(s): September 12-14, 2024
("Agreement").

1. Services. Provider shall furnish the following services: Audio/Visual for dance and rally.

2. Basic Terms. Provider is an independent agent and not an employee of the District. This Agreement may not be assigned by either party to any third party. While providing services, Provider agrees to comply with all applicable laws, rules, and regulations of the District and any special instructions given to the Provider by representative(s) of the ASB and/or the District. This Agreement and any of its terms or provisions as well as rights and duties of the parties hereunder shall be governed by the laws of the state of California.

3. Compensation. In consideration for the goods provided and/or services rendered by Provider, the District agrees to pay Provider an amount not to exceed \$ 30,000.00. District will pay Provider on a monthly basis within 30 days of receipt of an itemized invoice from Provider, and upon approval of invoiced stated amount by the District.

4. Indemnity and Hold Harmless. To the fullest extent permitted by law, Provider agrees to and shall hold harmless, defend, and indemnify ASB, 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 Provider's employees or Provider's subcontractors' employees arising out of Provider'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 Provider or any person, firm or corporation employed by the Provider related to, founded upon or in connection with this Agreement, except for liability resulting from the sole 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 Provider, or any person, firm or corporation employed by Provider, 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 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 negligence or willful misconduct of Indemnitees.

d. Provider, 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 4 and shall pay or satisfy any judgment that may be rendered against Indemnitees in any action, suit or other proceedings as a result thereof.

5. Insurance. Provider shall maintain general liability insurance in an amount as may be reasonably necessary to assure compliance with the indemnification provision, including the following:

a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. In the event the Provider will be working directly with students, sexual misconduct must be included in the general liability coverage.

 X Certificate of General Liability Insurance **and** Additional Insured Endorsement is attached.

b. Automobile liability insurance in the following amounts:

\$500,000 per occurrence where students, parents, volunteers or employees will **not** be transported;

OR

\$25,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.

 X Certificate of Auto Liability for \$1,000,000 per occurrence is attached. Provider certifies it will NOT be transporting anyone on behalf of the District. **OR**

 Certificate of Auto Liability for \$25,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Provider 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 Provider 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 Provider 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 Provider, its employees, and agents.

 X Workers' Compensation Insurance Certificate is attached, **OR**

 Sole Proprietor / NO Workers' Compensation Insurance is required. BUT, must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.

f. Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and network security. Coverage is required only if (1) products or services related to information technology for hardware or software are provided to the District and (2) if Provider 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 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.

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

the District.

The Provider 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 Department at (951) 845-1631, with a brief description and cost of service that will be performed prior to submitting contract to Purchasing.

6. Termination. 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 Provider including bankruptcy, insolvency, or the filing of a general assignment for the benefit of creditors by Provider. 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 Provider 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 Provider.

The District may, at any time and for any reason, suspend performance by the Provider or terminate this Agreement for the District convenience upon ten (10) days' written notice to Provider, and compensate Provider 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 Provider's obligation to hold harmless and indemnify the District in accordance with Section 4. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Provider under this paragraph. The notice shall be deemed given when received, upon electronic confirmation of an email, or no later than three (3) days after the day of mailing, whichever is soonest.

7. Modifications and Cancellation. This Agreement may be canceled at the sole discretion of the District. If parties seek to amend terms of this Agreement, any changes or modifications must be in writing and signed by both parties.

8. Background Check. Provider shall comply with fingerprinting requirements set forth in Education Code Section 45125.1, as applicable. Provider further agrees to submit to a criminal background check upon request and agrees to comply with the District's drug-free workplace requirements.

9. Student Data Privacy. If Provider will provide technology services that involve the digital access, use, storage or management of pupil records, then Provider 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 includes 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. Provider 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.)

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

Date: 08 / 28 / 2024

Beaumont Unified School District:

Props AV Audio Visual FX

Provider

School Name/Student Organization

By: *McKay Westbrook*

Signature

Signature

McKay Westbrook
(Print Name & Title)

CBO or Director of Fiscal Services



Audio Visual FX

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

Account Manager: Tommy Frisch

Due Date: 9/14/2024

Deposit Due: 4/4/2024

Deposit Required: \$6,000.00

Invoice INV-04585

Beaumont HS Homecoming 9/14/24

Ship Date: 9/13/2024 6:00 PM

Return Date: 9/14/2024 11:30 PM

Client

Beaumont High School / Beaumont Unified
 School District
 Jennifer Florence
 350 W. Brookside Ave
 Cherry Valley, CA 92223
 Phone: (951)769-7143
 Fax: 951-769-9289
 Email:
 jenniferflorence@beaumontusd.k12.ca.us

Venue / Site

Beaumont High School
 Kathleen Anderson
 39139 Cherry Valley Blvd.
 Beaumont, CA 92223
 Mobile: (951) 634-6715

Qty	Item Description	Notes	Time	Price	Ext. Price
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AUDIO

5	QSC K12.2				
1	QSC K8.2				
1	Yamaha MG12XU - Audio Mixer				
4	Tripod Speaker Stand				
2	Yorkville ES21P - Powered Sub				
1	Shure Dual QLXD Wireless Mic Kit				

AUDIO Total: 1,150.00

LIGHTING

6	NEXT NXT1				
60	EchoICON Battery Powered LED Par				
8	ADJ Focus Profile				
24	LED Pro Par 56 RGB				
1	Onyx NX Touch Wing Package				
6	ADJ Jolt Panel FX				
6	Elation Omega Bracket				
6	Quick Rig Clamp				
6	PowerCon to Edison M				
6	Safety Cable				
10	LED Market Lights-25'				
2	Street Lamps				

LIGHTING Total: 7,855.00

VIDEO

1	16" MacBook Pro				
1	Visual Graphics				
4	Epson 5K Projector				
4	Media Player				

Qty	Item Description	Notes	Time	Price	Ext. Price
				VIDEO Total:	1,400.00

SERVICES

2	Virtual Reality				
3	Mario Kart				
2	Photo Booth	<i>1 Inflatable with prints</i>			
1	Marquee Letters	<i>1 social booth with no prints CIAO</i>			
				SERVICES Total:	4,600.00

LOUNGE

8	Cocktail Table with White Skrim				
2	Furniture Bench				
				LOUNGE Total:	640.00

TRUSS & RIGGING

4	ST-180 Extra Heavy Duty Tower Lifter w/ Outriggers				
6	Box Truss 10FT				
2	ST-157 Medium Duty Crank Stand w/ Outriggers				
2	Truss Hardware Kit				
30	Quick Rig Clamp				
				TRUSS & RIGGING Total:	1,760.00

POWER DISTRIBUTION & CABLES

1	25KW Generator				
1	Camlock Bare End Set				
1	100 ft Camlock Set				
1	Distro 120V 24CH 3P				
2	Socapex 50' Extension				
2	Socapex 25' Extension				
4	Socapex 6-Circuit Break-Out				
1	Large Cable Package				
				POWER DISTRIBUTION & CABLES Total:	1,090.00

LABOR

6	Technician				
		9/13/2024 6:00 PM - 9/14/2024			
1	DJ	11:30 PM			
				LABOR Total:	5,300.00

SPECIAL FX

1	ADJ Entour Venue Fazer				
1	Fog Fluid - FLG - 4L				

Qty	Item Description	Notes	Time	Price	Ext. Price
				SPECIAL FX Total:	115.00
				Prod Labor :	\$4,500.00
				Rental:	\$14,010.00
				SERVICE:	\$5,400.00
				Subtotal:	\$23,910.00
				Sales Tax:	\$0.00
				Discount:	\$0.00
				Delivery and Pickup:	\$90.00
				Total:	\$24,000.00
				Total Applied Payments:	\$0.00
				Balance Due:	\$24,000.00

Title	Agreement 9-14-24
File name	Props_AV_Audio_Visual_FX_9-10-24.pdf
Document ID	72468b5b7752a8ac8d933108d3dc6d8a47683e83
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

08 / 28 / 2024
20:06:17 UTC

Sent for signature to McKay Westbrook (mckay@propsav.com) from info@propsav.com
IP: 47.180.8.39



VIEWED

08 / 28 / 2024
22:32:27 UTC

Viewed by McKay Westbrook (mckay@propsav.com)
IP: 47.180.8.39



SIGNED

08 / 28 / 2024
22:32:52 UTC

Signed by McKay Westbrook (mckay@propsav.com)
IP: 47.180.8.39



COMPLETED

08 / 28 / 2024
22:32:52 UTC

The document has been completed.

Proposal



Solution for engaging kids in math for grades 1-8

For: Brookside Elementary School

Presented to: Joel Hudec

By: Ulla-Mari Niit

Presented on: August 16th, 2024

Proposal Expires: 14 days from delivery

Quantity	Product	Months	Total
1 Site License	School-wide access to Math Facts Plan	12	\$2,990.00

Subtotal: \$2,990.00

Total: \$2,990.00

This proposal is made on behalf of 99math, LLC. Resulting orders are subject to 99Math's standard terms and conditions, which can be found at: www.99math.com.

Prices contained herein do not include applicable state and local sales taxes. Sales tax may be adjusted at the time of invoicing. Pricing information made herein is strictly confidential and is supplied on the understanding that it will be held confidential and not disclosed to third parties without the prior written consent of 99math.

Next Steps

Please contact Ulla-Mari Niit at ulla@99math.com for more information on any aspect of this proposal.

If applicable, please include your certificate of tax-exempt status with your purchase order. Purchase Orders may be sent to 99math via the following method:

Email to: premium@99math.com



BEAUMONT UNIFIED SCHOOL DISTRICT

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

THIS AGREEMENT (“Agreement”) is made effective on September 11, 2024 (date) by and between ServeSmart K12 Products hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

RECITALS

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

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

AGREEMENT

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

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

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

2. **TERM:** The term of this Agreement shall begin on September 11, 2024 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ N/A per hour, for a total cost not to exceed N/A --or-- for a lump sum of \$ 104,466.98 --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile,

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

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

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

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

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

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

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

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

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

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

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

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

To the Governing Board of Beaumont Unified School District:

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

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

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

Executed at _____, California on _____
Date

Signature

Typed or printed name

Title

Address

Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

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

Insert W-9

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

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

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

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

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

PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT

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

On Premise Products Inc. dba/ServeSmart K-12 Products
 8021 Wing Ave
 El Cajon, CA 92020
 619.562.1486
 sales@servsmart.net



QUOTE

ADDRESS

Beaumont Unified School District
 350 W. Brookside Avenue
 Building B
 Beaumont, Ca 92223

SHIP TO

Beaumont Unified School District-
 Mountain View
 350 W. Brookside Avenue
 Building B
 Beaumont, Ca 92223

QUOTE # 13119

DATE 07/15/2024

PRODUCT	DESCRIPTION	QTY	PRICE	AMOUNT
2023MiniMAXQC-READY TO SERVE	Quick Cafe Mini MAX Enclosure w/ Awning-READY TO SERVE *AdMedia Option-Interchangeable Graphic Panels. *Exterior Dimensions: 150"W x 84"D x 95"H *Interior Dimensions: 136"W x 80"D x 83"H *Maximum security door with commercial motor-operated, remote control feature. *Exterior finish 2.5 mil. Polyurethane powder coat. Custom color to be selected by customer. *Chassis constructed of 14ga electro galvanized steel type, CS type A: 20G/20G *Security door constructed of electro galvanized steel type, CS type A: 20G/20G *Enclosures include (8) adjustable locking, mounting feet. *Exterior, interchangeable advertising option included. Includes clear lexan overlays on side modules and header module. Includes stainless steel fasteners. ***STANDARD FOR 2023 -Back Panel Enclosure Package -All Weather Awning -External Keypad Remote -Battery Back Up -Mechanical Release System -Custom Art Design Included -Custom Design Renderings Included -Custom Graphics Production-Installation	1	44,680.00	44,680.00T
2023-High Volume Quick Cafe Grab-N-Go Serving Counter System-READY TO SERVE	2023-Quick Cafe Portable, High Volume Quick Cafe Grab-N-Go Serving Counters-READY TO SERVE FEATURES INCLUDE: *Portable Roll Away Or Into Your Quick Cafe *Light Weight Dual Counter System. Aluminum/Stainless Steel Construction. *Under Counter Pan Racks For Res Pans-14 Pan Capacity	1	22,605.00	22,605.00T

All Sales Of Products With Custom Colors And/Or Graphics Are Final.
 No Returns. Deposits Received Prior To Production Are Non-Refundable.

PRODUCT	DESCRIPTION	QTY	PRICE	AMOUNT
	*Stainless Steel Counter Tops *Powder Coat Cabinet Finish *Counter Top Meal Component Pan Racks System With Quick Load Drop In Configuration *POS Counter Includes And Additional Under Counter Pan Racks **Standard And Elementary Height Available *Standard Beige Color-Custom Colors Available At Additional Charge *Custom Art Design Included *Custom Cabinet Graphics-Production And Application *Menu Tower With Dry Erase *Compliance Signs/Decals Provided			
2023 Quick Cafe Mobile Double Door Beverage/Food Cooler	Quick Cafe Portable Double Door Cooler-HD-READY TO SERVE	1	8,960.00	8,960.00T
	*Stay Open Feature For Speed Of Service *LED Lighting *Forced Air Refrigeration System For Fast Product Temperature *Pull Down *10 Adjustable Powder-Coated Metal Shelves *Heavy-Duty, NSF Approved, Interior Liner *NSF Approved Interior Analog Thermometer Allows Packaged *Adjustable Temperature Control * Custom Graphics-Design-Production-Application: Doors, Header And Sides			
2023 Quick Cafe- Mobile Heat Holding Cabinet-Food Warmer.	Quick Cafe Portable Heated Holding Food Warmer. Thermostatically controlled. Dimensions:71"(H) x 28"(W) x 32"(D) Insulated aluminum door. Electrical:2000 Watt, 120 Volts, 60 Hz., single phase, 16.7 Amps. 80 F to 200 F operating temperature range. NEMA 5-20P plug. ***Casters and custom door graphics included.	1	6,490.00	6,490.00T
2023 Speed Rack-High Volume	High Capacity Multi Shelf Sheet Pan Grab-n-Go Cabinet(Quick Cafe Compatible). Custom Graphics Per Customers Request. Heavy Duty-Locking Caster(leveling).	1	4,105.00	4,105.00T
Configuration	On site configuration of delivered equipment and training.	1	6,210.00	6,210.00T
Deposit	50% Deposit Due Prior To Production-Custom Product	1	0.00	0.00

Call Us If You Have Questions (619) 562-1486
 buy@vendsight.com

SUBTOTAL	93,050.00
TAX	7,211.38
SHIPPING	4,205.60
TOTAL	\$104,466.98

Accepted By

Accepted Date

All Sales Of Products With Custom Colors And/Or Graphics Are Final.
 No Returns. Deposits Received Prior To Production Are Non-Refundable.



Company Address 130-A W. Cochran St.
Simi Valley, CA 93065
US

Created Date 7/31/2024 11:31 AM
Expiration Date 9/15/2024

Prepared By Jonathan French
Sales Email jonathan.french@stseducation-us.com
Sales Phone (866) 499-2580
Fax (888) 801-3381
Bill To Name Beaumont Unified School District (CA)
Bill To PO BOX 187
BEAUMONT, CA 92223-0187

Quote Number Q-41272
Account Name Beaumont Unified School District (CA)
Contact Name James Sharp
Contact Phone (951) 797-5410
Contact Email jsharp@beaumontusd.k12.ca.us
Ship To Name Beaumont Unified School District (CA)
Ship To PO BOX 187
Beaumont, CA 92223-0187

Quantity	Product Name	Product Description	Sales Price	Calculated Total Price
421	Lenovo Chromebook - New	Lenovo 500e Yoga G4 - 12.2" - 2-1 Touch -Intel® Celeron® N100 Processor (0.8 GHz up to 3.40 GHz) - 720p HD - 8GB - 64GB - Wi-Fi 6 - BT 5.1 - 65w USB C - Includes Custom Asset Tag - Bulk Packing - 82W5S0R100	\$329.00	\$138,509.00
421	CA Environ Fee 4"-14" Collected	CA Environmental Electronic Waste Fee - Collected 4" to 14" - \$4 per unit	\$4.00	\$1,684.00
421	Google Chrome License	Google Chrome Management Console, Education Perpetual License	\$33.00	\$13,893.00
421	Custom Etching	Custom UV Printing	\$5.00	\$2,105.00
421	Lenovo 3 Yr ADP	3Y Unlimited Accidental Damage Protection (School Year Term) 5PS0F04089	\$69.00	\$29,049.00
421	Lenovo 3 Yr Depot	3Y Depot (School Year Term) 5WS0N75691	\$30.00	\$12,630.00
421	Installation Services	Customer WG - Update ChromeOS / Enrollment / OU Placement / Inside Delivery and Deployment of Devices and Charging Carts in Central Location	\$9.95	\$4,188.95
11	Charging Cart - New	Spectrum SE Cart Pre-Wired 15 USB-C Empty Bottom Shelf	\$1,249.00	\$13,739.00
8	Anywhere Cart Equipment - New	AC Plus T-H65 - 36 Bay - USB Hub - Charging Cart - USB-C Cables	\$1,699.00	\$13,592.00
1	Liftgate NOT Required	Liftgate NOT Required for Delivery per customer instruction	\$0.00	\$0.00
1	CMAS- Tips (CA)	CMAS Contract # 3-23-05-1032	\$0.00	\$0.00
1	Shipping LTL	LTL Shipping Charge	\$0.00	\$0.00
1	Special Instructions	Deliveries to be Made - Anywhere Cart - (4) Tournament Hills - (4) Starlight	\$0.00	\$0.00
1	Special Instructions	Deliveries to be Made - Spectrum Cart- (1) Tournament Hills - (1) Starlight - (3) Anna Hause - (3) Sundance - (2) Three Rings - (1) Brookside	\$0.00	\$0.00

Total Price	\$229,389.95
Tax*	\$12,852.61
Grand Total	\$242,242.56

***Sales tax is added for quoting purposes; if your organization is exempt from sales tax; please provide your tax exemption certificate. All sales are subject to applicable sales tax at the time of shipment.**

Financing options are available with approved credit.

STS Education stands behind the products and services we provide. For more information on our warranties and guarantees, visit: [stsed.com/lifetime-parts-warranty/](https://www.stsed.com/lifetime-parts-warranty/).

<https://www.stsed.com/>

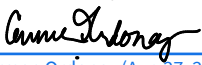
DATA SHARING CONSENT FORM

Beaumont Unified School District has requested that Curriculum Associates, LLC (“Curriculum Associates”) provide certain student data to Riverside County Office of Education, an authorized agent/contractor of Beaumont Unified School District. In light of this request, Beaumont Unified School District hereby acknowledges and agrees as follows:

1. Curriculum Associates is an authorized agent/contractor of Beaumont Unified School District and is entitled to receive Customer Data from Beaumont Unified School District in connection with the provision of educational services to Beaumont Unified School District.
2. Riverside County Office of Education is also an authorized agent/contractor of Beaumont Unified School District and is entitled to receive Customer Data from Beaumont Unified School District in connection with the provision of services to Beaumont Unified School District.
3. Beaumont Unified School District hereby authorizes Curriculum Associates to provide certain Customer Data (defined below) to Riverside County Office of Education to allow Curriculum Associates and Riverside County Office of Education to better provide such services to Beaumont Unified School District. Beaumont Unified School District acknowledges and agrees that this sharing of Customer Data is at the request of Beaumont Unified School District, and Beaumont Unified School District hereby consents to the provision of such data to Riverside County Office of Education by Curriculum Associates by a secure means as reasonably agreed upon by and Curriculum Associates and Riverside County Office of Education.
4. Beaumont Unified School District acknowledges and agrees that Riverside County Office of Education shall be responsible for all Customer Data in its possession and control. Curriculum Associates shall have no liability or responsibility for any unauthorized disclosures of Customer Data, corruption of Customer Data, or data security breaches that occur as a result of the actions or inactions of Riverside County Office of Education.
5. Curriculum Associates shall only be responsible for Customer Data that is in its possession or control. Nothing in this Agreement shall in any way limit the obligation of Curriculum Associates to protect and preserve Customer Data that is in its possession or control.
6. For purposes of this Agreement, “Customer Data” shall mean the following data, which is to be provided to Riverside County Office of Education by Curriculum Associates.

Diagnostic, Instruction, Growth Monitoring, and Standards Mastery data (if currently in use)

This Data Sharing Consent Form is hereby executed by an authorized representative of Beaumont Unified School District, whose signature can be found below.

Signature: 
Carmen Ordonez (Aug 27, 2024 10:55 PDT)

Date: 08/27/2024

Print Name: Carmen Ordonez

Title: Director of Fiscal Services

Curriculum Associates, LLC (RLD)







09-10-2024.docx

Final Audit Report

2024-08-27

Created:	2024-08-27
By:	TERESA GARCIA (tgarcia@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbPu9arV_XvynW9RHjVnos8xgzneJx3YU

"Curriculum Associates, LLC (RLD) 09-10-2024.docx" History

-  Document created by TERESA GARCIA (tgarcia@beaumontusd.k12.ca.us)
2024-08-27 - 5:23:53 PM GMT- IP address: 204.100.121.1
-  Document emailed to cordonez@beaumontusd.k12.ca.us for signature
2024-08-27 - 5:24:22 PM GMT
-  Email viewed by cordonez@beaumontusd.k12.ca.us
2024-08-27 - 5:55:26 PM GMT- IP address: 74.125.209.34
-  Signer cordonez@beaumontusd.k12.ca.us entered name at signing as Carmen Ordonez
2024-08-27 - 5:55:36 PM GMT- IP address: 204.100.121.1
-  Document e-signed by Carmen Ordonez (cordonez@beaumontusd.k12.ca.us)
Signature Date: 2024-08-27 - 5:55:38 PM GMT - Time Source: server- IP address: 204.100.121.1
-  Agreement completed.
2024-08-27 - 5:55:38 PM GMT

BEAUMONT UNIFIED SCHOOL DISTRICT



BOARD OF TRUSTEES

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

ADMINISTRATION

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

HOLD HARMLESS AND INDEMNIFICATION

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

INSURANCE REQUIREMENTS

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

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

DISTRICT/Site staff will fill out the table below:

DETAILED DESCRIPTION OF EVENT/ACTIVITY: "Ghosted" In-person assembly for an interactive mental health and resilience program that inspires students to engage in supportive conversation about their emotional well-being and provides them with strategies to build resilience.
SCHOOL SITE/LOCATION OF EVENT: San Gorgonio Middle School, 1591 Cherry Avenue, Beaumont, CA 92223
DATE & TIME: October 2, 2024
CONSULTANT/VENDOR NAME AND CONTACT INFORMATION: Kaiser Permanente Educational Theatre - Sheri Rook (323) 309-6059 Sheri.L.Rook@kp.org
EVENT/ACTIVITY SPONSOR (District, Club, etc.) San Gorgonio Middle School
CIVIC PERMITS ID#

 CONSULTANT/VENDOR SIGNATURE (PRESIDENT/AUTHORIZED SIGNER)

 PRINTED NAME & TITLE

 DATE

350 W. Brookside Ave., Beaumont, CA, 92223
Phone: (951)845-1631
www.beaumontusd.us

Mental Health and Resilience

For grades 8 to 10



About the program

42% of high school students in the US report feeling persistently sad or hopeless and 29% have recently experienced poor mental health.¹

In order to support the mental health needs of students, Kaiser Permanente Educational Theatre created an interactive program that inspires students to engage in conversation about their emotional well-being and provides them with strategies and resources to build resilience. Through storytelling, community-building, and resilience activities, students learn that getting help for mental health challenges is normal and healthy.

Story Synopsis

Ghosted tells the story of 4 students navigating life in high school while learning to cope with stress, anxiety, depression, and relationship issues. Together, the students learn about the individual mental health challenges they are facing and what options they have for seeking help. They discover that although their identities and challenges are unique, they are not alone in their struggles.

 Watch the trailer

Cost

This program is available at no cost.

Educational Theatre is part of Kaiser Permanente's [Thriving Schools](#) initiative, which works to strengthen the health and well-being of school communities across the country, so every school succeeds, every employee excels, and every child thrives.

1. Centers for Disease Control and Prevention. [Youth Risk Behavior Survey: Data Summary & Trends Report](#). 2011-2021.

Booking

This program offers a variety of in-person and virtual components with availability dependent on location. Please fill out our request form and a Booking Coordinator will contact you with more information.

 Fill out a request form

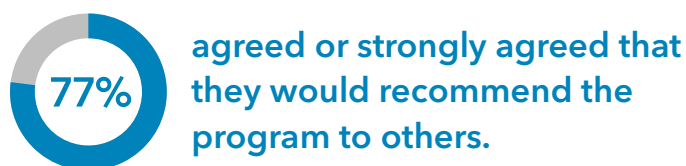
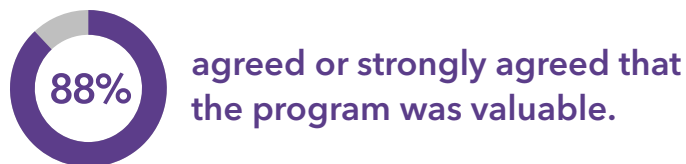
Key Concepts

Through this program, students learn to:

- Combat stigma by normalizing mental health challenges
- Develop skills to talk about stress, anxiety, depression, and suicide prevention
- Identify coping strategies to build resilience
- Access resources for help

Outcomes

The following results are from 667 student audience members surveyed in 2022.





BEAUMONT UNIFIED SCHOOL DISTRICT

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

THIS AGREEMENT (“Agreement”) is made effective on September 11, 2024 (date) by and between Pride Learning Co. hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

RECITALS

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

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

AGREEMENT

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

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

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

- 2. **TERM:** The term of this Agreement shall begin on September 11, 2024 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ N/A per hour, for a total cost not to exceed \$5,500.00 --or-- for a lump sum of \$ N/A --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile,

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

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

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

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

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

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

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

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

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

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

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

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

To the Governing Board of Beaumont Unified School District:

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

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

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

Executed at _____, California on _____
Date

Signature

Typed or printed name

Title

Address

Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

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

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



School/District Tuition and Fees 2024-2025 Southern California

The PRIDE Reading Specialists incorporate all the instructional practices of the Orton -Gillingham Methodology.

* Multisensory, * Structured/Explicit, *Sequential, *Cumulative, *Systematic

All lessons are taught 1:1. Lessons can be implemented Online, In Home or at the School Site. (Online may only be available based on location and safety requirements)

PRIDE Reading Program materials included.

School Site / In Home / Online

1:1 instruction in spelling, reading, writing, and comprehension skills
with a PRIDE Reading Specialist

In Home/School Site: \$105.00 per hour with a 3-hour minimum per week

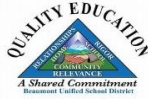
Online: \$85.00 per hour with a 3-hour minimum per week

\$60.00 registration fee

Initial and Post Assessments

\$80.00 per student

Includes a written progress report



BEAUMONT UNIFIED SCHOOL DISTRICT

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

THIS AGREEMENT (“Agreement”) is made effective on September 11, 2024 (date) by and between Mike Moreno 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.
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- 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 \$5,500.00 --or-- for a lump sum of \$ N/A --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum 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.
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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.
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- 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.
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- 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.
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_____ Certificate of SAM Liability is attached.

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

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

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

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

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

To the Governing Board of Beaumont Unified School District:

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

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

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

Executed at _____, California on _____
Date

Signature

Typed or printed name

Title

Address

Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

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

Insert W-9

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

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

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

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

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

PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT

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

Jobs

APPROX. 8'0" X 18'0" SUMMERWIND LOGO MURAL.
(ABOVE ENTRANCE INDICATED BY CUSTOMER)
E-MAILED PHOTOS.

To: SUMMERWIND TRAILS SCHOOL (951) 542-1950
1020 POINSETTIA CIRCLE EXT. 118100
CALIMESA, CA. 92320

• CONTACTS; SECRETARY, ANA • PRINCIPAL: MARI

q/o; B.U.S.D.
350 W. BROOKSIDE AVE.
BEAUMONT, CA. 92223

FROM, MIKE MORENO (ARTIST/MURALIST) (951) 757-7361
1013 WELLWOOD AVE. BEAUMONT, CA. 92223
Mmorenoboyz@gmail.com

- * APPROX. AREA—124" WIDE X 100" TALL
(AS PER CUSTOMER EMAILED GUESTIMATION)
- * LOGO MURAL QUOTED AT— APPROX. 8'0" TALL (96") X
18'0" WIDE (216")
- * CENTERED OVER ENTRANCE, APPROX. 3'0" PER SIDE
PAST (MIDLINE) 18'0" APPROX. TOTAL WIDTH.
- * PLEASE NOTE; "MIDLINES" TO BE COLORED TO BLEND
INTO "MURAL"
- * LAYOUT AND COLORS AS PER CUSTOMER SUPPLIED ARTWORK.
- * WEATHER PERMITTING
- * B.V.S.D. SUPPLIED LIFT

THANK
YOU

TOTAL (LABOR ONLY) \$5035.-

Mike MORENO
(ARTIST/MURALIST)

8/14/24

SUMMERWIND



TRAILBLAZERS

"APPROX. MURAL AREA"
8'0" x 18'0"

APPROX. 8'53"

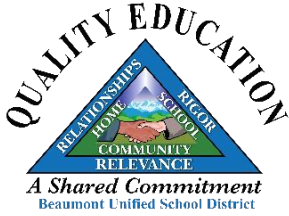
ENTRANCE TO
P.E. OFFICE/LOCKER ROOM

APPROX. 3/8" SCALE 1/0"

MIKE MORENO
(ARTIST/MURALIST)
(951) 757-7361
mmorenoboyz@gmail.com

APPROX. 10'33"

BEAUMONT UNIFIED SCHOOL DISTRICT



BOARD OF TRUSTEES

Mrs. Susie Lara
President

Mrs. Melissa Williamson
Vice President

Mr. Jeff Brown
Clerk

Mr. Shawn Mitchell
Member

Mr. David Sanchez
Member

ADMINISTRATION

Mrs. Mays Kakish
Superintendent

Mrs. Jennifer Castillo
Assistant Superintendent
Human Resources

Dr. Ebon Brown
Assistant Superintendent
Instruction & Support Services

Mr. Sergio San Martin
Chief Business Official

HOLD HARMLESS AND INDEMNIFICATION

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

INSURANCE REQUIREMENTS

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

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

DISTRICT/Site staff will fill out the table below:

DETAILED DESCRIPTION OF EVENT/ACTIVITY: Precious Moments Prints will provide ceramic hand prints fundraiser services.
SCHOOL SITE/LOCATION OF EVENT: Summerwind Trails K-8
DATE & TIME: September 25 -26th, 2024 9AM - 12PM
CONSULTANT/VENDOR NAME AND CONTACT INFORMATION: Precious Moments Prints 909-991-8472
EVENT/ACTIVITY SPONSOR (District, Club, etc.) Associated Student Body (ASB)
CIVIC PERMITS ID#

CONSULTANT/VENDOR SIGNATURE (PRESIDENT/AUTHORIZED SIGNER)

Jessica Schultz

PRINTED NAME & TITLE

DATE

**Partnership Agreement Between
Precious Moments Prints
And
Beaumont Unified School District**

Purpose

The purpose of this Agreement is to outline the terms and conditions under which Precious Moments Prints will provide ceramic handprint fundraiser services to Summerwind Trails School, and the manner in which the proceeds from these services will be shared between Precious Moments Prints and Summerwind Trails School.

Terms of Agreement

1. Services Provided

- Precious Moments Prints agrees to create ceramic handprints at a cost of \$30.00 per print to the parents who choose to have their child participate in the fundraiser.

2. Revenue Sharing

- The proceeds from each ceramic handprint sale will be split equally between Precious Moments Prints and Summerwind Trails School. Specifically, Precious Moments Prints will retain 50% of the proceeds (\$15.00), and Summerwind Trails School will receive the remaining 50% (\$15.00).

3. Payment Terms

- Precious Moments Prints agrees to disburse Summerwind Trails School's share of the proceeds within 5 days of the completion of the Fundraiser event.

Signatures

Jessica Schultz
Precious Moments Prints
Date: 8.13.24

Signature 

Beaumont Unified School District

Date: _____

Signature _____



RCA House Points App Quote

Summerwind Trails School - Ana Valentine
Attention: Summerwind Trails School
1020 Poinsettia Circle
CALIMESA CA 92320

Quote Date
02 Aug 2024

Expiration Date
01 Sep 2024

Quote Number
QS-00100001394

Ron Clark Academy
228 Margaret St SE
ATLANTA GA 30315
USA

Description	Quantity	Unit Price	Tax	Amount USD
004, Large Annual Plan - \$3600 (1000-1499 students) 24-25	1.00	3,600.00	No Tax Software	3,600.00
			Subtotal	3,600.00
			Total No Tax Software 0%	0.00
			Quote Total USD	3,600.00

[Upload Purchase Order here](#)

For quote questions, email oliver@ronclarkacademy.com.

QUOTE ADVICE

To: Ron Clark Academy
228 Margaret St SE
ATLANTA GA 30315
USA

Customer Summerwind Trails School - Ana Valentine

Quote Number QS-00100001394

Quote Amount 3,600.00



24200 Dana Point Harbor Drive
Dana Point, CA 92629

www.oceaninstitute.org
(949) 496 2274

San Geronio Middle School
1591 Cherry Ave
Beaumont, CA 92223
Attention: Victoria Hernandez

Date Sent: 8/6/24
Order ID: 32573

Program Agreement

Thank You for your participation in our Field Study Program. **PLEASE READ THE FOLLOWING CAREFULLY.**

1. Thoroughly review the terms, conditions, and cancellation procedures indicated on this form.
2. Please sign immediately and email fieldtrips@oceaninstitute.org or send to Ocean Institute. **YOUR RESERVATION IS NOT CONFIRMED UNTIL THIS FORM IS SIGNED AND RETURNED WITH THE DEPOSIT. THE BALANCE (PROGRAM FEE LESS DEPOSIT) IS DUE 45 DAYS PRIOR TO PROGRAM DATE.**
3. Please be sure we have your correct school telephone number as well as email address.
4. Communicate in a timely manner with our team regarding **any** changes.
5. Payment will be paid in full at least 45 days before the program date.
6. The deposit is **NON-REFUNDABLE**. If a program is cancelled over 45 days ahead from the program date, any payment amount over the deposit will be returned. If the program is cancelled under 45 days out, the full payment of the program is **NON-REFUNDABLE**.
7. Programs are weather dependent. In the case of unfavorable weather conditions, program activities may be altered for safety. Alterations to programming due to weather related changes do not qualify for a prorated refund.

By initialing here, I confirm that I have read and agree to the above terms and conditions: _____

Program Details:

Program	Date	Quantity
Living Systems Lab and Cruise	February 3, 2025, at 9:30 to 2:00	2
Living Systems Lab and Cruise	February 5, 2025, at 9:30 to 2:00	2
Living Systems Lab and Cruise	February 6, 2025, at 9:30 to 2:00	2
Living Systems Lab and Cruise	February 7, 2025, at 9:30 to 2:00	2
Living Systems Lab and Cruise	February 10, 2025, at 9:30 to 2:00	2

Contact Info: Victoria Hernandez; vhernandez@beaumontusd.k12.ca.us; (951) 769-4391

THE DEPOSIT OF \$7,080.00 IS DUE ON OCTOBER 5, 2024

THE REMAINING BALANCE OF \$16,520.00 IS DUE 45 DAYS BEFORE PROGRAM DATE(S).

MAKE CHECKS PAYABLE TO/MAIL TO: Ocean Institute, 24200 Dana Point Harbor Dr., Dana Point CA 92629.

Program Notes: Maximum combination of students/adults is 45 per program. The suggested adult to student ratio is 1:10, with a minimum of 3 adults, **but no more than 6 adults per program**. All participants must have a signed Acknowledgement of Risk Waiver to participate in the field trip. All participants must wear closed-toed, soft soled shoes.

SIGNATORY AGREES TO TERMS AND CONDITIONS STATED ON PROGRAM AGREEMENT. PLEASE BE ADVISED THAT POLICIES ARE STRICTLY ENFORCED.

Authorized Administrator Title Date



Beaumont Unified School District
350 Brookside Ave
Beaumont, California 92223

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

This Agreement, made and entered into this 13 day of August, 2024, by and between DISTRICT, Beaumont Unified School District, hereinafter referred to as the "DISTRICT," and the Beaumont Unified School District's, hereinafter referred to as BUSD, and Big Time Design hereinafter referred to as the "VENDOR";

WITNESSETH:

WHEREAS, the VENDOR has facilities located at 252 W. Fourth St
Beaumont CA 92223 which it is willing to make available to the BUSD at no cost, for use in the work training of BUSD participants, for the period beginning September 1, 2024 through July 3, 2025.

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

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

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

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

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

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

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

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

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

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

Beaumont Unified
School District

Signed 
Carmen Ordonez (Aug 19, 2024 11:17 PDT)
Authorized Signature

Carmen Ordonez - Director of Fiscal Services
Printed Name

Date 08/19/2024

Big Time Design
VENDOR

Signed 
Authorized Signature

Chris DeLeon
Printed Name

Date 8-13-2024







Big Time Design (BAS) 09-10-2024

Final Audit Report

2024-08-19

Created:	2024-08-19
By:	TERESA GARCIA (tgarcia@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbvSmueuS2LqQty-dpsTsOnKZ2V6GX_Op

"Big Time Design (BAS) 09-10-2024" History

-  Document created by TERESA GARCIA (tgarcia@beaumontusd.k12.ca.us)
2024-08-19 - 6:09:01 PM GMT- IP address: 204.100.121.1
-  Document emailed to cordonez@beaumontusd.k12.ca.us for signature
2024-08-19 - 6:09:33 PM GMT
-  Email viewed by cordonez@beaumontusd.k12.ca.us
2024-08-19 - 6:16:41 PM GMT- IP address: 74.125.209.34
-  Signer cordonez@beaumontusd.k12.ca.us entered name at signing as Carmen Ordonez
2024-08-19 - 6:17:14 PM GMT- IP address: 204.100.121.1
-  Document e-signed by Carmen Ordonez (cordonez@beaumontusd.k12.ca.us)
Signature Date: 2024-08-19 - 6:17:16 PM GMT - Time Source: server- IP address: 204.100.121.1
-  Agreement completed.
2024-08-19 - 6:17:16 PM GMT



Beaumont Unified School District
350 Brookside Ave
Beaumont, California 92223

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

This Agreement, made and entered into this 14 day of August, 2024, by and between DISTRICT, Beaumont Unified School District, hereinafter referred to as the "DISTRICT," and the Beaumont Unified School District's, hereinafter referred to as BUSD, and Our Blueberry Acres hereinafter referred to as the "VENDOR";

WITNESSETH:

WHEREAS, the VENDOR has facilities located at 38964 Cherry Estates
Cherry Valley CA 92223 which it is willing to make available to the BUSD at no cost, for use in the work training of BUSD participants, for the period beginning September 1, 2024, through

July 3, 2025.

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

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

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

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

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

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


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

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

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

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

Beaumont Unified
School District

Signed 
[Carmen Ordonez \(Aug 28, 2024 15:07 PDT\)](#)
Authorized Signature

Carmen Ordonez - Director of Fiscal Services
Printed Name

Date 08/28/2024


VENDOR

Signed 
Authorized Signature

Yasmin Ebnit
Printed Name

Date 8-14-24







Our Blueberry Acres (BAS) 09-10-2024

Final Audit Report

2024-08-28

Created:	2024-08-28
By:	TERESA GARCIA (tgarcia@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOJBpTXelbyQ2DyxcIDRO5IBfcP74Br01

"Our Blueberry Acres (BAS) 09-10-2024" History

-  Document created by TERESA GARCIA (tgarcia@beaumontusd.k12.ca.us)
2024-08-28 - 3:58:57 PM GMT- IP address: 204.100.121.1
-  Document emailed to cordonez@beaumontusd.k12.ca.us for signature
2024-08-28 - 9:08:04 PM GMT
-  Email viewed by cordonez@beaumontusd.k12.ca.us
2024-08-28 - 10:06:52 PM GMT- IP address: 74.125.209.38
-  Signer cordonez@beaumontusd.k12.ca.us entered name at signing as Carmen Ordonez
2024-08-28 - 10:07:23 PM GMT- IP address: 172.112.144.113
-  Document e-signed by Carmen Ordonez (cordonez@beaumontusd.k12.ca.us)
Signature Date: 2024-08-28 - 10:07:25 PM GMT - Time Source: server- IP address: 172.112.144.113
-  Agreement completed.
2024-08-28 - 10:07:25 PM GMT



Beaumont Unified School District
350 Brookside Ave
Beaumont, California 92223

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

This Agreement, made and entered into this 16 day of August, 2024, by and between DISTRICT, Beaumont Unified School District, hereinafter referred to as the "DISTRICT," and the Beaumont Unified School District's, hereinafter referred to as BUSD, and Panera Bread hereinafter referred to as the "VENDOR";

WITNESSETH:

WHEREAS, the VENDOR has facilities located at 1620 E. 1st Street Suite 100 Beaumont CA 92223 which it is willing to make available to the BUSD at no cost, for use in the work training of BUSD participants, for the period beginning September 1, 2024 through July 3, 2025.

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

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

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


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

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

8. EQUAL EMPLOYMENT OPPORTUNITY The Beaumont Unified School District is an Equal Opportunity employer. We have developed and adopted a program to assure positive results, which means that discrimination in employment on the basis of race, creed, color, marital status, medical condition (cancer related), age, sex, or physical handicap is prohibited. This program applies to this contract.
9. HOLD HARMLESS: The VENDOR shall save, defend, hold harmless and indemnify the DISTRICT against any and all liability, claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the VENDOR, and subcontractor, or any employee, agent, or representative of the VENDOR or subcontractor
10. CHANGES: This Agreement may only be amended in writing by the mutual consent of the parties hereto, except that the DISTRICT may amend the contract to accomplish the below-listed changes:
- a. Administrative changes.
 - b. Changes as required by law.


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

Beaumont Unified
School District

Signed 
Carmen Ordonez (Aug 27, 2024 15:09 PDT)
Authorized Signature

Carmen Ordonez - Director of Fiscal Services
Printed Name

Date 08/27/2024

Panera Bread
VENDOR
Signed 
Authorized Signature

Isaly Gil
Printed Name

Date 08/16/24







Panera Bread (BAS) 09-10-2024

Final Audit Report

2024-08-27

Created:	2024-08-27
By:	TERESA GARCIA (tgarcia@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGo7PQWJA8B-hBZe8J84pbo5bWt6AKm2X

"Panera Bread (BAS) 09-10-2024" History

-  Document created by TERESA GARCIA (tgarcia@beaumontusd.k12.ca.us)
2024-08-27 - 9:47:33 PM GMT- IP address: 204.100.121.1
-  Document emailed to cordonez@beaumontusd.k12.ca.us for signature
2024-08-27 - 9:48:03 PM GMT
-  Email viewed by cordonez@beaumontusd.k12.ca.us
2024-08-27 - 10:09:01 PM GMT- IP address: 74.125.209.37
-  Signer cordonez@beaumontusd.k12.ca.us entered name at signing as Carmen Ordonez
2024-08-27 - 10:09:33 PM GMT- IP address: 204.100.121.1
-  Document e-signed by Carmen Ordonez (cordonez@beaumontusd.k12.ca.us)
Signature Date: 2024-08-27 - 10:09:35 PM GMT - Time Source: server- IP address: 204.100.121.1
-  Agreement completed.
2024-08-27 - 10:09:35 PM GMT



Beaumont Unified School District
350 Brookside Ave
Beaumont, California 92223

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

This Agreement, made and entered into this 7 day of July, 2024, by and between DISTRICT, Beaumont Unified School District, hereinafter referred to as the "DISTRICT," and the Beaumont Unified School District's, hereinafter referred to as BUSD, and Russo's Italian Kitchen hereinafter referred to as the "VENDOR";

WITNESSETH:

WHEREAS, the VENDOR has facilities located at 1335 W. Ramsey
Banning CA 92220 which it is willing to make available to the BUSD at no cost, for use in the work training of BUSD participants, for the period beginning September 1, 2024, through July 3, 2025.

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

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

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

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

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

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


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

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

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

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

Beaumont Unified
School District

Signed 
Carmen Ordonez (Aug 26, 2024 14:22 PDT)
Authorized Signature

Carmen Ordonez - Director of Fiscal Services
Printed Name

Date 08/26/2024

Russo's Italian Kitchen

VENDOR

Signed 
Authorized Signature

JANE Russo - Owner
Printed Name

Date 7/1/2024







Russo's Italian Kitchen (BAS) 09-10-2024

Final Audit Report

2024-08-26

Created:	2024-08-26
By:	TERESA GARCIA (tgarcia@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0zErF1BPGJpf3MYMVKrWC44wkdrZ0Bxq

"Russo's Italian Kitchen (BAS) 09-10-2024" History

-  Document created by TERESA GARCIA (tgarcia@beaumontusd.k12.ca.us)
2024-08-26 - 8:41:00 PM GMT- IP address: 204.100.121.1
-  Document emailed to cordonez@beaumontusd.k12.ca.us for signature
2024-08-26 - 8:41:27 PM GMT
-  Email viewed by cordonez@beaumontusd.k12.ca.us
2024-08-26 - 9:21:43 PM GMT- IP address: 74.125.209.34
-  Signer cordonez@beaumontusd.k12.ca.us entered name at signing as Carmen Ordonez
2024-08-26 - 9:22:05 PM GMT- IP address: 204.100.121.1
-  Document e-signed by Carmen Ordonez (cordonez@beaumontusd.k12.ca.us)
Signature Date: 2024-08-26 - 9:22:07 PM GMT - Time Source: server- IP address: 204.100.121.1
-  Agreement completed.
2024-08-26 - 9:22:07 PM GMT



Beaumont Unified School District
350 Brookside Ave
Beaumont, California 92223

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

This Agreement, made and entered into this 15 day of August, 2024, by and between DISTRICT, Beaumont Unified School District, hereinafter referred to as the "DISTRICT," and the Beaumont Unified School District's, hereinafter referred to as BUSD, and Walgreens hereinafter referred to as the "VENDOR";

WITNESSETH:

WHEREAS, the VENDOR has facilities located at 1400 Beaumont Ave.
Beaumont CA 92223 which it is willing to make available to the BUSD at no cost, for use in the work training of BUSD participants, for the period beginning September 1, 2024, through July 3, 2025.

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

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

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

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

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

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

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


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

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

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

Beaumont Unified
School District

Walgreens
VENDOR

Signed 
Authorized Signature

Signed 
Authorized Signature

Carmen Ordonez, Director of Fiscal Services
Printed Name

Audsie Norman
Printed Name

Date 08/20/2024

Date 8-15-24







Walgreens (BAS) 09-10-2024

Final Audit Report

2024-08-20

Created:	2024-08-20
By:	TERESA GARCIA (tgarcia@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZArzsAB52gvirxk-MsXAiS1WmM6li5j6

"Walgreens (BAS) 09-10-2024" History

-  Document created by TERESA GARCIA (tgarcia@beaumontusd.k12.ca.us)
2024-08-20 - 3:26:20 PM GMT- IP address: 204.100.121.1
-  Document emailed to cordonez@beaumontusd.k12.ca.us for signature
2024-08-20 - 3:26:54 PM GMT
-  Email viewed by cordonez@beaumontusd.k12.ca.us
2024-08-20 - 3:29:42 PM GMT- IP address: 74.125.209.38
-  Signer cordonez@beaumontusd.k12.ca.us entered name at signing as Carmen Ordonez
2024-08-20 - 3:30:01 PM GMT- IP address: 204.100.121.1
-  Document e-signed by Carmen Ordonez (cordonez@beaumontusd.k12.ca.us)
Signature Date: 2024-08-20 - 3:30:03 PM GMT - Time Source: server- IP address: 204.100.121.1
-  Agreement completed.
2024-08-20 - 3:30:03 PM GMT