

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street
Riverside, CA 92501

MASTER AGREEMENT FOR STUDENT MEAL SERVICES
Special Education Program

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

AGREEMENTS

1. **TERM:** The term of this Agreement shall be from **July 1, 2024, through June 30, 2026.**
2. **SERVICES:** DISTRICT will represent SUPERINTENDENT as their "Child Nutrition Program Sponsor" and will claim reimbursement from the California Department of Education for all meals served to children enrolled in SUPERINTENDENT'S operated program(s), as listed below. DISTRICT shall prepare and deliver student meals that comply with the School Breakfast Program and the National School Lunch Program, including, but not limited to:

A. DISTRICT RESPONSIBILITY

1. **Location of Services:**
 - a. **Mountain View Middle School: 200 Cougar Way, Beaumont, CA 92223**
 - b. **Three Rings Elementary School: 1040 Claiborne Ave, Beaumont, CA 92223**
2. **Reimbursement:** Reimbursement shall be claimed at the rate of one (1) breakfast/lunch/snack/supper per child, per day, only for complete meals/snacks counted at the point-of-service, and according to each child's eligibility.
3. **Point-of-Service Meal Counts Training:** DISTRICT will provide training as necessary to SUPERINTENDENT'S school site staff regarding point-of-service meal counts and completion of all required documents.
4. **Edit Checks:** DISTRICT will perform the required daily and monthly edit checks.
5. **Meal Counts:** DISTRICT will ultimately be responsible for meal counts and claiming accountability.
6. **Verification:** DISTRICT will perform the verification process and will notify SUPERINTENDENT of its findings.
7. **Participating School Sites:** DISTRICT will include all participating school sites from SUPERINTENDENT on its application/agreement with the California Department of Education.
8. **Compliance:** DISTRICT will provide meals that comply with nutritional standards established by the United States Department of Agriculture for the approved menu planning option.
9. **Preparation:** DISTRICT will prepare the meals/snacks in DISTRICT cafeterias identified above. These preparation sites will maintain the appropriate state and local health certificates for the facilities.
10. **Equipment and Supplies:** DISTRICT will provide all the equipment necessary to transport the meals/snacks. In addition, DISTRICT will provide the necessary trays, dishes, utensils, straws, and napkins.

11. **Transporting, Temperature and Delivery:** DISTRICT shall be responsible for transporting meals/snacks from DISTRICT'S cafeteria and for maintaining the proper temperature of the meals until SUPERINTENDENT accepts delivery.
12. **Delivery and Acceptance:** DISTRICT shall have no responsibility for the condition or care of said student meals after SUPERINTENDENT accepts delivery.
13. **Menus:** No later than one (1) week prior to the end of each month, menus will be published online monthly.
14. **Field Trip Lunches:** When requested by SUPERINTENDENT, DISTRICT will provide sack lunches for field trips that meet the meal pattern requirements. The cost per sack lunch will remain the same as for regular lunch.

B. SUPERINTENDENT RESPONSIBILITY

1. **Daily Meal Count Notification:** The number of student meals varies each day depending upon daily attendance of students. SUPERINTENDENT shall notify DISTRICT cafeteria staff of the number of meals/snacks by **9:00 am each school day**. SUPERINTENDENT will be obligated to accept and pay for the number of meals requested. SUPERINTENDENT will not be obligated to provide any meal counts on days when DISTRICT is not open for business.
2. **Receive and Accept:** SUPERINTENDENT shall ensure that an individual from the school site is available each school day, to receive and sign for the requested number of meals, milk, and ice cream products and verify the quality of said meals.
3. **Point-of-Service Meal Counts:** SUPERINTENDENT will perform the point-of-service meal counts.
4. **Over-Claims:** SUPERINTENDENT will assume responsibility for any over-claims identified during a review or audit, and reimburse the state accordingly.
5. **Temperature:** SUPERINTENDENT shall be responsible for maintaining the proper temperature of the meals/snacks until they are served.
6. **Equipment Return:** SUPERINTENDENT will return, on a daily basis, any and all property owned by DISTRICT.
7. **Requesting Field Trip Lunches:** SUPERINTENDENT will contact DISTRICT to request sack lunches for field trips at least ten (10) days in advance. SUPERINTENDENT will be responsible for and maintain the appropriate temperature of sack lunches until served.
8. **Gift or Exchange of Commodities:** The gift or exchange of commodities is not permitted. All food commodities remain the property of DISTRICT until student meals are served.

3. PAYMENT:

- A. For and in consideration of the services rendered, SUPERINTENDENT *meals will be provided at no cost to Superintendent.*
- B. In the event DISTRICT receives payment for services under this Agreement which is later disallowed by SUPERINTENDENT due to DISTRICT'S nonconformance with the terms and conditions herein, DISTRICT shall promptly upon request refund the disallowed amount to SUPERINTENDENT, or, at its option, SUPERINTENDENT may offset the amount disallowed from any payment due or that becomes due to DISTRICT under any agreement it has with SUPERINTENDENT.

4. **SKILLS AND EXPERIENCE:** DISTRICT hereby represents and warrants that it has the skills, experience and knowledge necessary to perform in a competent and timely manner the services to be performed under this Agreement, and DISTRICT acknowledges that SUPERINTENDENT shall rely on such representations by DISTRICT. Acceptance by SUPERINTENDENT of the services performed under this Agreement shall not operate as a release of DISTRICT from responsibility for such services. To the extent DISTRICT assigns the performance of the services to any of its employees, each shall, as applicable, hold the proper credentials authorizing him or her to perform such service.
5. **INDEPDENDENT DISTRICT:** With respect to the services to be performed pursuant to this Agreement, DISTRICT is acting as an independent contractor and not as an agent or employee of SUPERINTENDENT. Any and all personnel performing the services under this Agreement on behalf of DISTRICT shall at all times be under DISTRICT'S exclusive direction and control. DISTRICT shall pay all the wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. DISTRICT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. With respect to the performance of its obligations hereunder, DISTRICT is subject to the control or direction of SUPERINTENDENT merely as to the results to be accomplished and not as to the means and methods for accomplishing such results. If DISTRICT is an entity that does not have a permanent place of business in California or is an individual who does not reside in California, and unless an exception applies, all payments from SUPERINTENDENT to DISTRICT pursuant to this Agreement shall be subject to withholding in accordance with Section 18662 of the California Revenue and Taxation Code and /or other applicable law.
6. **SUBCONTRACT:** DISTRICT shall not subcontract the performance of any of the work or services to be performed pursuant to this Agreement without the prior written approval of SUPERINTENDENT. The foregoing shall not be deemed or construed to require SUPERINTENDENT approval of: (i) agreements of employment between DISTRICT and its employees; or (ii) of subcontracts with Parties named in the proposal by DISTRICT that resulted in this Agreement.
7. **NON-DISCRIMINATION:** CONTRACTOR shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. CONTRACTOR shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.
8. **INSURANCE:** At all times during the performance of this Agreement, DISTRICT shall maintain in force such insurance policies as provide the coverage required by this Agreement. **All insurance policies required by this Agreement shall name, or be endorsed to name, the Riverside County Superintendent of Schools as additional insured for the purpose of this Agreement.** The Commercial Liability Policy and the Automobile Policy described below must include a waiver by the insurers of any and all subrogation rights against SUPERINTENDENT. In all cases,

DISTRICT'S insurance shall be primary, and any insurance providing coverage for SUPERINTENDENT, the Riverside County Board of Education, and/or their respective officers, employees and/or agents shall be secondary and non-contributing. Prior to commencing the services required pursuant to this Agreement, DISTRICT must provide to SUPERINTENDENT such certificates issued by DISTRICT'S insurer(s) as evidence that the insurance policies required by this Agreement are in full force and effect, and DISTRICT must provide an updated certificate of insurance to SUPERINTENDENT following each renewal and/or update of such policies. Within fifteen days of any request by SUPERINTENDENT, DISTRICT must provide to SUPERINTENDENT a certified copy of any one or more of such insurance policies. DISTRICT shall have in effect any and all insurance as may be required by applicable law. However, notwithstanding anything to the contrary, DISTRICT shall, for the purpose of the Agreement, have in effect the following minimum levels of insurance coverage:

- A. **Commercial General Liability:** \$1,000,000 combined single limit, on account of bodily injuries, including death resulting therefrom and property damage resulting from any accident which may arise in the operations of DISTRICT in the performance of the work herein provided.
- B. **Automobile Insurance:** Equal to state minimum requirements shall be obtained for each vehicle(s) used in the performance of the Agreement covering any personal or property damage which may arise in or out of the Agreement obligation.
- C. **Workers' Compensation Insurance:** If DISTRICT has employees as defined by the State of California, DISTRICT shall maintain statutory Workers' Compensation Insurance as prescribed by the laws of the State of California.

9. **TERMINATION:**

- A. SUPERINTENDENT may terminate this Agreement, in whole or in part, and without need for cause, by giving written notice to DISTRICT stating the extent and effective date of the termination. However, if any such termination notice does not set forth a date upon which the termination will take effect, the termination shall take effect on the date that is thirty days after receipt of the notice by DISTRICT. Upon any termination pursuant to this Paragraph A taking effect, DISTRICT shall cease all work and services to the extent specified in the termination notice, and SUPERINTENDENT shall pay DISTRICT, in accordance with this Agreement, for all work and services satisfactorily performed prior to termination.
- B. DISTRICT shall be in default of its obligations pursuant to this Agreement if DISTRICT refuses or fails to comply, or to timely comply, with any one or more of the provisions of this Agreement. In any such event, SUPERINTENDENT in its sole discretion may provide written notice to DISTRICT setting forth the nature of the default, the actions that DISTRICT must take (if there are any or any are known) in order to cure the default, and the deadline by which DISTRICT must cure the default. If DISTRICT does not cure a default within the time specified in an applicable notice of default, SUPERINTENDENT may terminate this Agreement, in whole or in part, by giving written notice of termination to DISTRICT, and the termination shall take effect immediately upon receipt of such notice by DISTRICT. In the event of any termination pursuant to this Paragraph B, SUPERINTENDENT may cause the terminated portion of the work to be completed in any manner SUPERINTENDENT deems proper. In the event of any default by DISTRICT or termination by SUPERINTENDENT pursuant to this Paragraph B, neither Party's remedies shall be limited. Notwithstanding anything to the contrary, in connection with any default by DISTRICT, SUPERINTENDENT in its sole discretion may, by providing written notice to DISTRICT:

1. Discontinue reimbursement to DISTRICT for, and during the period in which DISTRICT is in default, the reimbursement of which DISTRICT shall not be entitled to recover later; and/or
 2. Withhold funds pending a cure of the default; and/or
 3. Offset against any monies billed by DISTRICT but yet unpaid by SUPERINTENDENT.
10. **WAIVER:** Absent an applicable waiver, no failure by a Party to require compliance by the other Party with any provision or requirement of this Agreement shall be deemed or construed to preclude subsequent enforcement of that or any other provision or requirement of this Agreement. Each waiver of any provision, requirement, or breach of this Agreement must be in writing and signed by the waiving Party. Oral waivers shall not be binding or enforceable. Except as expressly provided in the waiver, a waiver of any provision, requirement, or breach shall not be construed as: (i) a waiver of any other provision, requirement, or breach; or (ii) as a continuing waiver.
11. **FORCE MAJEURE:**
 - A. In the event DISTRICT is unable to comply with any provision of this Agreement due to causes beyond its control such as acts of God, acts of war, civil disorders, or other similar acts, DISTRICT shall not be held liable to SUPERINTENDENT such failure to comply.
 - B. In the event SUPERINTENDENT is unable to comply with any provision of this Agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, SUPERINTENDENT shall not be held liable to DISTRICT for such failure to comply.
12. **INDEMNIFICATION:** DISTRICT shall save, defend, hold harmless and indemnify SUPERINTENDENT, the Riverside County Board of Education, and their respective officers, employees and agents, and each of them, with respect to any and all claims, demands, actions, damages, judgements, costs, expenses, (including, without limitation, attorneys' fees), and other liabilities of whatever kind and nature that arise from negligence, recklessness or willful misconduct of any person in performing work or services pursuant to this Agreement on behalf of DISTRICT, including, without limitation, liabilities attributable to the injury (including death) of any person and/or to the loss or damage of any property. With respect to each act or incident that occurs while this Agreement is in effect, DISTRICT'S obligations pursuant to this section shall survive termination of this Agreement.
13. **ASSIGNMENT:** DISTRICT shall not assign this Agreement or any of its rights or obligations under this Agreement without prior written consent of SUPERINTENDENT, which consent SUPERINTENDENT may grant, condition or deny at its sole discretion. Any assignment by DISTRICT without prior written consent of SUPERINTENDENT shall be void and of no force or effect.
14. **LICENSES/PERMITS:** DISTRICT and, as applicable, each of its employees or agents shall secure and maintain in force at all times while this Agreement is in effect such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services to be provided pursuant to this Agreement.
 - A. Attention is directed to the provisions of Business and Professional Code, Division 3, which relates to, among other things, the licensing of certain vocations and professions. DISTRICT and, as applicable, the individuals performing the services required by this

Agreement must be licensed, if required, in accordance with the Business and Professions Code and other laws of the State of California.

- B. DISTRICT hereby represents that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and DISTRICT warrants that it shall maintain such licenses and permits throughout the term of this Agreement.
15. **CONFLICT OF INTEREST:** DISTRICT covenants that is presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. DISTRICT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by DISTRICT.
16. **DISPUTES:** Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement that is not resolved by agreement of the Parties hereto shall be disposed of by SUPERINTENDENT, which shall furnish the decision in writing. The decision of SUPERINTENDENT shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. DISTRICT shall in each case proceed diligently with the performance of the Agreement pending SUPERINTENDENT'S decision. As a condition precedent to the filing of any action arising from a dispute between the Parties hereto, the Parties shall be obligated to attend and participate in a mediation session with a third Party mediator in an attempt to resolve the dispute.
17. **GOVERNING LAW; VENUE; AND SEVERABILITY:** This Agreement shall be governed by and enforced in accordance with the laws of the State of California, notwithstanding any conflict-of-laws, choice-of-laws, or similar provision set forth in any state or federal law. Each action arising from this Agreement shall be filed and conducted only in an applicable state or federal court located in the County of Riverside, California, and the Parties hereto waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing Party shall be entitled to attorneys' fees in addition to whatever other relief are granted.
18. **COMPLIANCE WITH LAWS AND DIRECTIVES:** Without limiting anything else in this Agreement, DISTRICT must perform the services required by this Agreement in compliance with all applicable federal, state and local laws, regulations, ordinances and other governmental requirements. DISTRICT shall be responsible for ensuring that each of its employees, agents, and other representatives who enter in and upon any of SUPERINTENDENT'S properties fully comply with; (i) all rules, policies or other policies prohibiting the use of drugs, alcohol, and tobacco); and (ii) reasonable directives from SUPERINTENDENT'S representatives.
19. **DUE AUTHORITY:** Each person that has signed this Agreement on behalf of a Party thereby represents that he or she has been duly authorized by that Party to sign, and thereby bind that Party to, this Agreement.
20. **ENTIRE AGREEMENT:** This Agreement, including any attachments, exhibits, or documents incorporated herein, constitutes the entire understanding and agreement between the Parties hereto

with respect to the subject matter hereof and no prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

21. **AMENDMENTS:** This Agreement may only be amended in writing by the mutual consent of the Parties hereto, except that SUPERINTENDENT may amend this Agreement to accomplish the below-listed changes:
- A. Increase in dollar amounts.
 - B. Administrative changes that do not affect the contractual rights of the Parties.
 - C. Changes as required by law.
22. **NOTICES:** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below. Each notice shall be deemed to have been given or served only upon actual receipt by the addressee, and notices may be delivered by one of the following methods: (i) registered or certified United States Mail, postage prepaid by sender and return receipt requested; (ii) FedEx, U.P.S. or other reliable private delivery service, delivery charge paid by sender and signature on delivery receipt required/ or (iii) personal delivery, delivery charge paid by sender and signature on delivery receipt required.

SUPERINTENDENT:
Riverside County Office of Education
Contracts and Purchasing Services
3939 Thirteenth Street
Riverside, CA 92501

DISTRICT:
Beaumont Unified School District
Director of Child Nutrition Services
350 W. Brookside Avenue
Beaumont, CA 92223

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

Riverside County Superintendent of Schools

Beaumont Unified School District

Signed _____
Authorized Signature

Signed Carmen Ordonez
Authorized Signature

Printed Name and Title

Carmen Ordonez, Dir of Fiscal
Printed Name and Title

Date _____

Date 11/6/24

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street
Riverside, California 92501

AGREEMENT FOR RIVERSIDE COUNTY OFFICE OF EDUCATION INSTRUCTIONAL SERVICES THROUGH THE COMMUNITY SCHOOL PROGRAM
Alternative Education Program
(District Expense)

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

AGREEMENTS

1. **PURPOSE:** SUPERINTENDENT provides educational services to expelled students through the Riverside County Expelled Student Plan pursuant to Education Code §48926.
2. **TERM:** The term of this Agreement shall be from **July 1, 2024, to June 30, 2027**, for a total of three (3) school years.
3. **SERVICES:** SUPERINTENDENT agrees to provide DISTRICT with the following services by an instructor holding the proper credentials authorizing such services:
 - A. Instructional services in the Community School to students who are not eligible for Court School funding.
 1. Assessments in all areas of suspected disability and appropriate services and programs specified in the student's Individualized Education Program (IEP) in compliance with all applicable state and federal laws and regulatory provisions.
 2. Appropriate services and programs designed to address the language needs of students identified as English learners in compliance with all applicable state and federal laws and regulatory provision.
 - B. For budgetary purposes, SUPERINTENDENT'S rate per Average Daily Attendance (ADA) will be as follows:

Community School Rates per ADA		
2024-2025	2025-2026	2026-2027
\$21,198.96	\$23,149.27	\$25,279.00

4. **PAYMENT:** DISTRICT agrees to pay SUPERINTENDENT for agreed upon costs for students in seat-based and independent study programs in SUPERINTENDENT'S community schools at the published rate.
 - A. SUPERINTENDENT will not charge DISTRICT for the following students:
 1. Students who fall under Education Code 2574(c)(4)(A).
 - a. Probation-referred pursuant to Sections 300, 601, 602, and 654 of the Welfare and Institutions Code.
 - b. On probation or parole and not in attendance in school.
 - c. Expelled for any of the reasons specified in subdivisions (a) or (c) of Education Code Section 48915.
 - d. Juvenile Court School students per Education Code 2574(c)(4)(B).

- B. The funds will be transferred from DISTRICT as follows:
 - 1. Following the State's apportionment schedule for the DISTRICT'S Local Control Funding Formula (LCFF) and AB 2235 – County Community Schools Funding, which includes using the DISTRICT'S specific LCFF rates per ADA by gradespan.
 - 2. Based on P2 ADA, the difference between the Community School Rates per ADA specified in Section 3.B. of this agreement and the amount credited to SUPERINTENDENT in accordance with Section 4.B.1 above will be transferred from the DISTRICT in July following the end of each school year.

- C. If a prior year P2 attendance correction is submitted to the California Department of Education, the SUPERINTENDENT will make the adjustment in the current year. This adjustment will be applied to the February billing

- 5. **REFERRAL PROCESS:** DISTRICT shall follow the published District Referral Process for the SUPERINTENDENT'S Community School Program as follows:
 - A. The Local Education Agency (LEA) shall complete SUPERINTENDENT'S Community School Referral for each student who is recommended for enrollment in the SUPERINTENDENT'S Community School program each year. The SUPERINTENDENT'S Community School program includes the classroom-based program for expelled students or SARB/DARB referred students, independent study, and the program for parenting teens (formerly Cal-SAFE). The LEA shall specify the date of review of readmission to the DISTRICT on the Community School Referral for students who are expelled.

 - B. The district of residence shall be determined by the address on the Community School Referral. If a change of address is communicated to the SUPERINTENDENT'S Community School staff and the new address is within the boundaries of a different school district, the current DISTRICT shall be notified of the change by the SUPERINTENDENT'S Community School staff. The receiving DISTRICT will be required to send a new/updated Community School Referral for the student to be served in the SUPERINTENDENT'S Community School program.

- 6. **TERMINATION:** Either party may terminate this Agreement by giving written notice on or before January 1 for the following school year.

- 7. **INDEPENDENT CONTRACTOR:** SUPERINTENDENT, while engaged in the performance of this Agreement, is an independent contractor, and is not an officer, agent or employee of DISTRICT.

- 8. **WORKERS' COMPENSATION:** SUPERINTENDENT is aware of the laws of the State of California requiring employers to be insured against liability for Worker's Compensation and shall comply with such laws during the term of this Agreement.

- 9. **FINGERPRINTING:** Education Code section 45125.1 and 45125.2 requires SUPERINTENDENT to verify that its employees and subcontractors who may have contact with pupils during the performance of this agreement have not been convicted of serious or violent felonies as defined by statute. Compliance with the statute, or with the fingerprinting requirements, is a condition of this Agreement, and DISTRICT reserves the right to terminate this Agreement at any time for noncompliance.

- 10. **OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):** SUPERINTENDENT is aware 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.

11. **ASSIGNMENT:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned without the prior written consent of both parties to this Agreement. Any assignment or purported assignment of this Agreement without prior written consent of the other party will be deemed void and of no force or effect.

12. **MUTUAL HOLD HARMLESS:** The Parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys' fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, agents, servants and employees.

13. **AMENDMENT:** This Agreement may only be amended in writing by the mutual consent of the Parties hereto.

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

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

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

Signed _____
Authorized Signature

Signed _____
Authorized Signature

Printed Name and Title

Carmen Ordonez Director of Fiscal Services

Printed Name and Title

Date _____

Date _____



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

THIS AGREEMENT (“Agreement”) is made effective on December 4, 2024 (date) by and between Glaze It LLC hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

RECITALS

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

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

AGREEMENT

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

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

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

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

- 2. **TERM:** The term of this Agreement shall begin on December 4, 2024 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ N/A per hour, for a total cost not to exceed \$1,760.00 --or-- for a lump sum of \$ N/A --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum

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

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

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

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

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

8. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, "Indemnitees") from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:
- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's subconsultant's employees arising out of Consultant's Services under this Agreement; and
 - b. General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by Consultant or any person, firm or corporation employed by the Consultant related to, founded upon or in connection with this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of Indemnitees; and
 - c. Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of Consultant, or any person, firm or corporation employed by Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including Indemnitees, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of Indemnitees.
 - d. Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against Indemnitees on account of or founded upon any of the causes, damages or injuries identified in this Section 9 and shall pay or satisfy any judgment that may be rendered against Indemnitees in any action, suit or other proceedings as a result thereof.
9. **INSURANCE:** During the term of this Agreement, the Consultant shall maintain:
- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. In the event the Consultant/Vendor will be working directly with students, sexual misconduct must be included in the general liability coverage.
 Certificate of General Liability Insurance **and** Additional Insured Endorsement is attached.
 - b. Automobile liability insurance in the following amounts:
\$500,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
\$5,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.
 Certificate of Auto Liability for \$1,000,000 per occurrence is attached. Consultant certifies it will NOT be transporting anyone on behalf of the District. **OR**
 Certificate of Auto Liability for \$5,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.
 - c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer); \$2,000,000 aggregate**
 Certificate of Professional Insurance is attached.
 - d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;
 Certificate of Educators' Legal Liability is attached.
 - e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.
 Workers' Compensation Insurance Certificate is attached, **OR**

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

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

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

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

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

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

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

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

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


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

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

CONSULTANT:

Glaze It LLC
Name

33740 Yucaipa Blvd, Yucaipa, CA 92399
Address, City, State and Zip

 11/12/2024
Teena Kerber (Nov 12, 2024 09:25 PST)
Signature Date

909-602-2953
Phone Fax

Glazeit.Yucaipa@gmail.com
Email

DISTRICT:

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

CBO or Director of Fiscal Services Date

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

To the Governing Board of Beaumont Unified School District:

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

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

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

Executed at _____, California on _____
Date

Signature

Typed or printed name

Title

Address

Telephone

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



33740 Yucaipa Blvd

Yucaipa CA 92399

glazeit.yucaipa@gmail.com

(909)602-2953

Event Quote

Glaze It

Teena Kerber

Tournament Hills Elementary School Event in Beaumont CA

Event on December 4, 2024

Includes: 1 ornament and all painting supplies needed. Also includes glazing and firing of each piece.

110 Students at \$16.00 per student

Quote: \$1,760.00



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated December 18, 2024, to the AGREEMENT between the Beaumont Unified School District and Leighton Consulting, Inc. is as follows:
(Consultant Name as shown on the agreement and W-9)

SECTION A – RENEWAL:

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

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

Amendment No (i.e. 1, 2, or 3) 1 Contract Term: 12/18/24 - 06/30/25

This amendment represents a modification to services as follows:
 An agreement to increase the original contract amount from \$155,000.00 to \$163,400.00 for additional fault testing as recommended by California Geological Studies (CGS).

ORIGINAL CONTRACT AMOUNT \$ 155,000.00

This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 8,400.00

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

NEW CONTRACT AMOUNT \$ 163,400.00

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

Requestor's Information
School/Department: <u>Facilities</u>
Contact Person <u>Ana Gonzalez</u> Ext. <u>005327</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): _____

Consultant Authorized Representative
 CONSULTANT'S SIGNATURE
Jason Hertzberg 12/02/2024 <small>PRINT NAME TITLE</small>
<u>10532 Acacia St., Suite B-6</u> <small>Address</small>
<u>Rancho Cucamonga, CA 91730</u> <small>City/State/Zip</small>
Phone <u>909-484-2205</u>
Email <u>jhertzberg@leightongroup.com</u>
<input type="checkbox"/> Provided updated form(s) and are attached.

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



SUPPLEMENTAL WORK AUTHORIZATION

Client: Beaumont Unified School District
350 Brookside Avenue
Beaumont, California 92223

Date: November 15, 2024

Project No.: 038.0000025645

Attention: Ms. Ana Gonzalez
Director of Facilities Planning

Project Name: **Palm Innovation Academy Fault Investigation
Proposed New Kitchen Building
751 Palm Avenue
Beaumont, Riverside County, California**

This supplemental work authorization is being sent to you for additional services based on correspondence with CGS and the project team in regards to our fault evaluation assessment plan related to the proposed New Kitchen Building Project at Palm Innovation Academy. The supplemental investigation is in respect to the updated site plan and CGS's input to show that the proposed improvements are not located within 50 feet of an active fault. Per the provided Site Plan prepared by Ruhnau Clarke Architects the proposed approximately 65 feet by 40 feet shade structure is treated as a structure and requires us to show that no active faults are located within 50 feet. However due to site constraints, the 50 feet offset from the eastern end of the shade structure encroaches into the existing classroom building. CGS has allowed us to advance a continuous core boring on the opposite end of the existing structure to correlate geologic units to show and build upon our fault trench, that no active faults are located within this small sliver that encroaches into the existing structure.

Our services are to consist of 1) advancing one continuous soil core boring within an 8-hour workday to a depth of up to 50 feet below existing ground surface or practical refusal 2) review field data and correlate encountered earth units with that of our concurrent fault evaluation, and 3) incorporate our findings and analysis results within our overall previously authorized fault evaluation.

Leighton Consulting proposes to perform the supplemental services in support of our fault evaluation for a fixed fee of **Eight Thousand Four Hundred Dollars (\$8,400)**, as summarized in the table below.

COST BREAKDOWN OF PROPOSED SERVICES

Geotechnical Services:

Utility Clearance and Continuous Core Boring (PW).....	\$6,720
Data Review and Report Incorporation	\$1,680
Total:	\$8,400

The scope of work and budget identified above are subject to the terms and conditions of the existing agreement between Leighton Consulting Inc., and Beaumont Unified School District for the Fault Evaluation associated with the New Kitchen Building Project. If this SWA is acceptable to you, please sign below or send us a new or revised Purchase Order for signature.

The supplemental work is subject to the terms and conditions of the original agreement, and the supplemental work amount listed above is authorized.

LEIGHTON CONSULTING, INC.

Signature of Leighton-authorized agent

Print or type name and title

Date

BEAUMONT UNIFIED SCHOOL DISTRICT

Signature of authorized agent

Carmen Ordonez Director of Fiscal Services

Print or type name and title

Date







Leighton Consulting (Facilities) 12-17-24

Final Audit Report

2024-12-02

Created:	2024-11-22
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9nKKqDRf0_EFFeQM3JjuQcGoa7of-uLK

"Leighton Consulting (Facilities) 12-17-24" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)
2024-11-22 - 10:04:45 PM GMT- IP address: 204.100.121.1
-  Document emailed to Jason Hertzberg (jhertzberg@leightongroup.com) for signature
2024-11-22 - 10:07:06 PM GMT
-  Email viewed by Jason Hertzberg (jhertzberg@leightongroup.com)
2024-11-22 - 10:07:27 PM GMT- IP address: 104.232.195.133
-  Email viewed by Jason Hertzberg (jhertzberg@leightongroup.com)
2024-12-02 - 6:58:12 PM GMT- IP address: 209.160.246.62
-  Document e-signed by Jason Hertzberg (jhertzberg@leightongroup.com)
Signature Date: 2024-12-02 - 6:58:48 PM GMT - Time Source: server- IP address: 209.160.246.62
-  Agreement completed.
2024-12-02 - 6:58:48 PM GMT



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated December 18, 2024, to the AGREEMENT between the Beaumont Unified School District and NIC Partners, Inc. is as follows:
(Consultant Name as shown on the agreement and W-9)

SECTION A – RENEWAL:

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

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

Amendment No (i.e. 1, 2, or 3) 1 Contract Term: 12/18/24 - 06/30/25

This amendment represents a modification to services as follows:

Add additional cameras, switches, and sensors across the District.

ORIGINAL CONTRACT AMOUNT \$ 5,774,101.13

This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 62,624.12

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

NEW CONTRACT AMOUNT \$ 5,836,725.25

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

Requestor's Information
School/Department: <u>Instructional Technology</u>
Contact Person <u>James Sharp</u> Ext. <u>005330</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012395, C0012393, and C0012402</u>
Required Updated Forms
Check off any items that are applicable to the contract:
<input type="checkbox"/> Fee Schedule
<input type="checkbox"/> Business/Professional License (if expired)
<input type="checkbox"/> Insurance: General Liability/Professional Liability/E&O
<input type="checkbox"/> Insurance: Business Auto Liability
<input type="checkbox"/> Insurance: Workers' Compensation or Certification
<input type="checkbox"/> Other - Professional Service Certificate if expired)

Consultant Authorized Representative	
<u>Bob Cook</u> <small>Bob Cook (Nov 21, 2024 11:32 PST)</small>	
CONSULTANT'S SIGNATURE	
Bob Cook	
PRINT NAME	TITLE
11981 Jack Benny Dr., Ste. 103	
Address	
Rancho Cucamonga, CA 91739	
City/State/Zip	
Phone 909-919-2826	
Email <u>bcook@nicpartnersinc.com</u>	
<input type="checkbox"/> Provided updated form(s) and are attached.	

NIC Partners Inc.
11981 Jack Benny Drive, Ste. 103
Rancho Cucamonga, CA 91739

BILL TO		JOB LOCATION	
COMPANY: Beaumont Unified School District	COMPANY: Beaumont Unified School District	DATE: October 9, 2024	
ADDRESS: 350 W. Brookside Ave	ADDRESS: 350 W. Brookside Ave	EXPIRY DATE: November 8, 2024	
Beaumont, CA 92223	Beaumont, CA 92223	SALES REP: ROBERT COOK	
CONTACT:	CONTACT:	PHONE: (909)919-2826	
PHONE: [REDACTED]	PHONE: [REDACTED]	EMAIL: bcook@nicpartnersinc.com	

TITLE
Beaumont USD - BHS Addtl Camera
SCOPE OF WORK

Beaumont USD - Beaumont High School Additional Verkada Cameras

OETC Contract: OETC-21B

NIC Partners shall provide and install the following:

- 1.) Seven (7) CommScope Uniprise Cable, Cat 6a, UTP, Plenum (see attached drawings for exact locations).
- 2.) Five (5) Verkada CD62 Indoor Dome Cameras (see attached drawings for exact locations).
- 3.) Two (2) Verkada CF83-E Fisheye Cameras (see attached drawings for exact locations).
- 4.) One (1) Verkada ACC-MNT-7 Angle Mounts.
- 5.) Five (5) Verkada ACC-MNT-CJBOX-1 Circle Junction Box Mount.
- 6.) All cables shall be labeled, terminated and tested as per EIA/TIA Standards.
- 7.) One (1) MS225-48P Network Switch installed and configured.
- 8.) Re-elevate existing equipment in order to accommodate space for newly installed switch.

Notes:

- 1.) Provide access to work area in a timely manner.
- 2.) All pathways are assumed to be free and clear.
- 3.) All work is to be performed during 2nd shift hours.
- 4.) All painting and patching are not included in this quote.
- 5.) BUSD is responsible for providing one available switch port per newly installed camera.
- 6.) Bonds are not included in this quote.

PART NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	Cisco Equipment			
MS225-48FP-HW	Meraki MS225-48FP L2 Stck Cld-Mngd 48x GigE 740W PoE Switch	1.00	\$6,267.27	\$6,267.27
LIC-MS225-48FP-5YR	MERAKI MS225-48FP ENT 5YR FIRST YR ON US	1.00	\$1,514.48	\$1,514.48
MA-CBL-40G-50CM	Meraki 40GbE QSFP Cable, 0.5 Meter	2.00	\$91.04	\$182.08
	Verkada Equipment			
CD62-30-HW	CD62 Indoor Dome Camera, 512GB, 30 Days Max	5.00	\$749.50	\$3,747.50
ACC-MNT-7	Angle Mount	1.00	\$74.50	\$74.50
LIC-10Y	10Year Camera License	7.00	\$1,259.30	\$8,815.10
ACC-MNT-CJBOX-1	Circle Junction Box	5.00	\$74.50	\$372.50
CF83-512E-HW	CF83-E Outdoor Fisheye Camera, 512GB, 30 Days Max	2.00	\$899.50	\$1,799.00
	Cabling Materials			
UN874035114/10	Cable, Cat 6a, UTP, Plenum	2,000.00	\$0.70	\$1,400.00
UNJ10G-OR	Telecommunications Outlet Category 6a, UTP	14.00	\$12.34	\$172.76
UC1AAA2-0ZF005	Patch Cord, Cat 6a, UTP, RJ-45 - RJ-45	14.00	\$12.38	\$173.32
M101SMB-B-262	Faceplates, Surface Mount	14.00	\$3.43	\$48.02

NIC Partners Inc.
11981 Jack Benny Drive, Ste. 103
Rancho Cucamonga, CA 91739

PART NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
CAT32HP4Z34	CableCat 2" Loop	35.00	\$4.28	\$149.80
1841T12	Thin-Wall Steel Conduit Zinc Compression Adapter, 3/4 Size w/o-Ring & Locknut	10.00	\$7.08	\$70.80
1841T32	Zinc Compression Straight, 3/4 Size w/o-Ring for Thin-Wall Steel Conduit	7.00	\$7.36	\$51.52
7126K2	Thin-Wall Steel Conduit (EMT) 3/4 Trade Size, 0.82" ID, 0.92" OD, 10' Length	13.00	\$25.56	\$332.28
8897T22	3/4" One Hole strap 304 Stainless Steel, for 1 Line, 15/16" ID Outdoor Pkg 5	8.00	\$26.00	\$208.00
MISC-MAT PR	Misc Hardware	7.00	\$254.50	\$1,781.50
C195X040Y1T	1 Gang Faceplate Label	14.00	\$0.10	\$1.40
S100X150VA1Y	Wire Wrap Labels	28.00	\$0.14	\$3.92
HEA-PT1012P	10' Stringer W/Shot	0.00	\$0.00	\$0.00
2800L8-WH	2800L8-WH 1 Piece Latch Duct	0.00	\$0.00	\$0.00
2886-WH	2886-WH drop Cieling Fitting	0.00	\$0.00	\$0.00

Non-Taxable Material:	\$12,501.08
Taxable Material:	\$14,664.67
Tax:	\$1,136.50
Labor:	\$13,847.05
Service/Maintenance:	\$0.00
Shipping:	\$0.00
Other Services:	\$0.00
Total:	\$42,149.30

Authorized Signature

By: _____
 Name: Carmen Ordonez
 Date: _____

By signing this proposal, you acknowledge that you are authorized to enter into a binding agreement on behalf of your company/organization, and (unless governed by public sector purchasing contract/agreement) you agree to the terms and conditions below.

STANDARD TERMS & CONDITIONS

QUOTE: The Prices included in this Proposal are valid for 30 days

LABOR RATES: Prevailing Wage/Labor Rates quoted and adhered to as mandated by the State of California are subject to change per California State Requirements

PAYMENT TERMS: Invoices shall be submitted twice a month, normally on the first and fifteenth. Bills are due and payable when submitted. A late payment charge of 1-1/2% per month (18% annually) may be applied to amounts outstanding ten days (10) days after the date of the statement.

EQUIPMENT PAYMENT TERMS: Established accounts, Educational Institutions and Government Agencies are net 30 days. All others are payment in full prior to shipping. Customer agrees to pay finance charge on all over due balances.

INTEREST: If payment is not received by NIC PARTNERS within 30 calendar days of the invoice date, the Customer shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment hereafter shall first be applied to accrued interest and then to the unpaid principal.

TAXES: Prices shown may not include all sales or other taxes imposed on the sale of goods and services. Taxes now or here after imposed upon sales or shipments shall be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption.

COLLECTION COSTS: In the event legal action is necessary to enforce the payment provisions of this Agreement, NIC PARTNERS shall be entitled to collect from the Customer any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by NIC PARTNERS in connection therewith and, in addition, the reasonable value of NIC PARTNERS time and expenses spent in connection with such collection action, computed at NIC PARTNERS prevailing fee schedule and expense policies.

SUSPENSION OF SERVICES: If the Customer fails to make payments when due or otherwise is in breach of this Agreement, NIC PARTNERS may suspend performance of services upon five (5) calendar days' notice to the Customer. NIC PARTNERS shall have no liability whatsoever to the Customer for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Customer.

TERMINATION OF SERVICES: If the Customer fails to make payment to NIC PARTNERS in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination by NIC PARTNERS. SET-OFFS, BACKCHARGES, DISCOUNTS: Payment of invoices is in no case subject to unilateral discounting or set-offs by the Customer, and payment is due regardless of suspension or termination of this Agreement by either party.

INDEMNITY AND INSURANCE: Each party shall be responsible for and hold the other party harmless from any loss sustained by such party relating to death, bodily injury, or damage to tangible physical property which is caused by the negligent acts or omissions of the party's agents or employees. NIC PARTNERS shall obtain and keep in force at all times liability insurance coverage for bodily injury, death, and property damage in an amount not less than One Million Dollars (\$1,000,000.00).

BOND: Costs of Performance and Payment bond is not included. If required, NIC PARTNERS shall furnish Customer, in a form satisfactory to Customer, full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to the Customer, in the full amount of this Agreement. Cost of such bonds to be paid directly by Customer.

ARBITRATION: All claims, disputes, and other matters in question arising out of, or relating to, this Contract or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event shall it be made after substantial completion of the project for which this Contract is awarded.

LIABILITY: NIC PARTNERS shall not, in any event be liable to customer for incidental or consequential damages, including without limitation, lost business, profit or unavailability of all or part of the system. The pricing granted elsewhere in this agreement is based upon and is in partial consideration for this limitation on remedies.

WARRANTY (Limited): NIC PARTNERS warrants the products installed under this agreement against defects in material and workmanship from a period of one year from project completion. NIC PARTNERS shall repair or replace defective product during the warranty period with new or like new parts. Returned product becomes the property of NIC PARTNERS when replaced. This warranty is void if installed product is abused, misused or altered. This warranty is exclusive and is Customer's only remedy. Without limiting the generality of the foregoing limitations and disclaimers, while the system is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, NIC PARTNERS cannot control how the system and its components are used and, accordingly, NIC PARTNERS does not warrant or represent, expressly or implicitly, that use of the software, licensed materials derived there from will comply and conform to the requirements of Federal, State and or Local statutes, ordinances and laws, or that the use of the system will not violate the privacy rights of the third parties. You shall be solely responsible for using the system you the system in full compliance with applicable law and the rights of third persons. Further, regardless of any prior statements, representations, or course of dealings by any NIC PARTNERS representatives, NIC PARTNERS does not warrant or represent, expressly or implicitly, that the software, licensed materials, or use of any of the same will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases detect and plot the location of all firearm discharges within the designated coverage area; the supplied network will remain in operation at all times or under all conditions. Any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed. You and NIC PARTNERS each acknowledge and agree that the software, license materials, and the system are not consumer goods, and are not intended for sale to or use by or for personal, family or household use.

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RENEWALS: Automatic renewal billing for Licenses, Subscriptions or Warranties will be Final unless advanced notice is provided 45 Days prior to the renewal date, Subject to Vendor Approval.

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BILL TO		JOB LOCATION	
COMPANY: Beaumont Unified School District	COMPANY: Beaumont Unified School District	DATE: October 10, 2024	
ADDRESS: 350 W. Brookside Ave	ADDRESS: 350 W. Brookside Ave	EXPIRY DATE: November 9, 2024	
Beaumont, CA 92223	Beaumont, CA 92223	SALES REP: ROBERT COOK	
CONTACT:	CONTACT:	PHONE: (909)919-2826	
PHONE: [REDACTED]	PHONE: [REDACTED]	EMAIL: bcook@nicpartnersinc.com	

TITLE
Beaumont USD Starlight Elementary School Switches

SCOPE OF WORK

Please refer to the Statement of Work - Beaumont USD Starlight Elementary School Switches

CMAS Contract 3-10-70-2473N - (Cisco Systems)

CMAS Contract - 3-19-70-2473AE - (Labor)

PART NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	Meraki Materials - CMAS Contract 3-10-70-2473N			
MS225-48FP-HW	Meraki MS225-48FP L2 Stck Cld-Mngd 48x GigE 740W PoE Switch	2.00	\$4,028.96	\$8,057.92
LIC-MS225-48FP-5YR	MERAKI MS225-48FP ENT 5YR FIRST YR ON US	2.00	\$1,211.58	\$2,423.16
	NSP Item			
MA-CBL-40G-50CM	Meraki 40GbE QSFP Cable, 0.5 Meter	2.00	\$130.06	\$260.12
Non-Taxable Material:				\$2,423.16
Taxable Material:				\$8,318.04
Tax:				\$644.65
Labor:				\$2,432.81
Service/Maintenance:				\$0.00
Shipping:				\$0.00
Other Services:				\$0.00
Total:				\$13,818.66

Authorized Signature

By: _____
Name: Carmen Ordonez
Date: _____

By signing this proposal, you acknowledge that you are authorized to enter into a binding agreement on behalf of your company/organization, and (unless governed by public sector purchasing contract/agreement) you agree to the terms and conditions below.

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Rancho Cucamonga, CA 91739

QUOTE: The Prices included in this Proposal are valid for 30 days

LABOR RATES: Prevailing Wage/Labor Rates quoted and adhered to as mandated by the State of California are subject to change per California State Requirements

PAYMENT TERMS: Invoices shall be submitted twice a month, normally on the first and fifteenth. Bills are due and payable when submitted. A late payment charge of 1-1/2% per month (18% annually) may be applied to amounts outstanding ten days (10) days after the date of the statement.

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BOND: Costs of Performance and Payment bond is not included. If required, NIC PARTNERS shall furnish Customer, in a form satisfactory to Customer, full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to the Customer, in the full amount of this Agreement. Cost of such bonds to be paid directly by Customer.

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WARRANTY (Limited): NIC PARTNERS warrants the products installed under this agreement against defects in material and workmanship from a period of one year from project completion. NIC PARTNERS shall repair or replace defective product during the warranty period with new or like new parts. Returned product becomes the property of NIC PARTNERS when replaced. This warranty is void if installed product is abused, misused or altered. This warranty is exclusive and is Customer's only remedy. Without limiting the generality of the foregoing limitations and disclaimers, while the system is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, NIC PARTNERS cannot control how the system and its components are used and, accordingly, NIC PARTNERS does not warrant or represent, expressly or implicitly, that use of the software, licensed materials derived there from will comply and conform to the requirements of Federal, State and or Local statutes, ordinances and laws, or that the use of the system will not violate the privacy rights of the third parties. You shall be solely responsible for using the system you the system in full compliance with applicable law and the rights of third persons. Further, regardless of any prior statements, representations, or course of dealings by any NIC PARTNERS representatives, NIC PARTNERS does not

warrant or represent, expressly or implicitly, that the software, licensed materials, or use of any of the same will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases detect and plot the location of all firearm discharges within the designated coverage area; the supplied network will remain in operation at all times or under all conditions. Any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed. You and NIC PARTNERS each acknowledge and agree that the software, license materials, and the system are not consumer goods, and are not intended for sale to or use by or for personal, family or household use.

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BILL TO		JOB LOCATION	
COMPANY: Beaumont Unified School District	COMPANY: Beaumont Unified School District	DATE: November 8, 2024	
ADDRESS: 350 W. Brookside Avenue	ADDRESS: 350 W. Brookside Avenue	EXPIRY DATE: December 8, 2024	
Beaumont, CA 92223	Beaumont, CA 92223	SALES REP: ROBERT COOK	
CONTACT: James Sharp	CONTACT: James Sharp	PHONE: (909)919-2826	
PHONE: [REDACTED]	PHONE: [REDACTED]	EMAIL: bcook@nicpartnersinc.com	

TITLE
303672 Athletic Complex North East Pole - Cam13-15 Fiber Solution
SCOPE OF WORK

NIC Partners will provide and install the following.

- One Corning Optical 012ZU4-T4122D20 Cable 12 F, SMF-28 Ultra fiber, Single-mode (OS2)
- (6) Ipolex Gigabit Single-Mode LC Fiber to Ethernet Media Converter
- Power
- Painting of Exposed Conduit to match Surface
- electrical excavation from existing UG 17x30 Comm pull box to existing concrete pole base
- (1) 1"-PVC conduit w/ 20A rated wiring for new signal booster, backfill and compact electrical trench utilizing native soil.
- Provide (1) 3/4"-conduit penetration into side of pole, install (1) 12x12x4" N3R pull box w/ single gang bell box w/ 20A-120V GFCI outlet for new signal booster.
- Provide and install 20A-120V rated wiring in existing power conduit to nearest 120V panel, terminate wiring to existing 20A-1P breaker and re-label panel schedule to reflect changes.
- Clean up excess electrical debris and leave area in same or better condition

PART NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
SUBCONTRACTOR	RDM Electric - Option #2	1.00	\$6,049.37	\$6,049.37
S-OP-12-LT-A -3U-BK-SIC-C UT REEL	012ZU4-T4122D 20	758.00	\$0.41	\$313.13
FPAT1X-01M	PIGTAIL 12-FIBER SM LC/UPC 1M YELLOW JACKET	2.00	\$47.08	\$94.15
MISC-MAT PR NT	Ethernet Media Converter	6.00	\$27.99	\$167.94
Non-Taxable Material:				\$167.94
Taxable Material:				\$407.28
Tax:				\$31.57
Labor:				\$6,049.37
Service/Maintenance:				\$0.00
Shipping:				\$0.00
Other Services:				\$0.00
Total:				\$6,656.16

Authorized Signature

By: _____
 Name: Carmen Ordonez
 Date: _____

By signing this proposal, you acknowledge that you are authorized to enter into a binding agreement on behalf of your company/organization, and (unless governed by public sector purchasing contract/agreement) you agree to the terms and conditions below.

STANDARD TERMS & CONDITIONS

QUOTE: The Prices included in this Proposal are valid for 30 days

LABOR RATES: Prevailing Wage/Labor Rates quoted and adhered to as mandated by the State of California are subject to change per California State Requirements

PAYMENT TERMS: Invoices shall be submitted twice a month, normally on the first and fifteenth. Bills are due and payable when submitted. A late payment charge of 1-1/2% per month (18% annually) may be applied to amounts outstanding ten days (10) days after the date of the statement.

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NIC Partners, INC. (IT) 12-17-24

Final Audit Report

2024-11-21

Created:	2024-11-19
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAANOWftODdvkuabhm0ruFFk2qQ3MBUHmh

"NIC Partners, INC. (IT) 12-17-24" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)
2024-11-19 - 4:42:37 PM GMT- IP address: 204.100.121.1
-  Document emailed to Bob Cook (bcook@nicpartnersinc.com) for signature
2024-11-19 - 4:44:31 PM GMT
-  Email viewed by Bob Cook (bcook@nicpartnersinc.com)
2024-11-19 - 5:50:31 PM GMT- IP address: 174.227.69.151
-  Document e-signed by Bob Cook (bcook@nicpartnersinc.com)
Signature Date: 2024-11-21 - 7:32:46 PM GMT - Time Source: server- IP address: 76.87.27.112
-  Agreement completed.
2024-11-21 - 7:32:46 PM GMT



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated December 18, 2024, to the AGREEMENT between the Beaumont Unified School District and The Art Barn is as follows:
(Consultant Name as shown on the agreement and W-9)

SECTION A – RENEWAL:

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

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

Amendment No (i.e. 1, 2, or 3) 1 Contract Term: 12/18/24 - 06/30/25

This amendment represents a modification to services as follows:

An agreement to increase the original contract amount from \$2,160.00 to \$2,400.00 for additional participants to be added to the activity.

ORIGINAL CONTRACT AMOUNT \$ 2,160.00

This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 240.00

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

NEW CONTRACT AMOUNT \$ 2,400.00

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

Requestor's Information
School/Department: <u>San Gorgonio Middle School</u>
Contact Person <u>Lieu Mabey</u> Ext. <u>141100</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012646</u>
Required Updated Forms
Check off any items that are applicable to the contract:
<input checked="" type="checkbox"/> Fee Schedule
<input type="checkbox"/> Business/Professional License (if expired)
<input type="checkbox"/> Insurance: General Liability/Professional Liability/E&O
<input type="checkbox"/> Insurance: Business Auto Liability
<input type="checkbox"/> Insurance: Workers' Compensation or Certification
<input type="checkbox"/> Other - Professional Service Certificate if expired)

Consultant Authorized Representative
<u>Susan Heinrich</u> <small>Susan Heinrich (Nov 27, 2024 09:45 PST)</small>
CONSULTANT'S SIGNATURE
Susan Heinrich Owner
PRINT NAME TITLE
<u>37225 Goodie Lane</u>
Address
<u>Cherry Valley, CA 92223</u>
City/State/Zip
Phone <u>909-633-0417</u>
Email <u>susan@theartbarnstudios.com</u>
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.



37225 Goodie Lane
Cherry Valley Ca 92223

(909) 633-0417 (Phone)
(909) 633-0417 (Mobile)
theartbarnstudios.com

susan@theartbarnstudios.com
Contents

ESTIMATE

The Art Barn

For San Gorgonio middle school

Estimate Num
Date

61
Dec 6, 2024

please make check payable to Susan Heinrich

Quantity

Rate

Amount

* All supplies included for step by step paintin
on 11x14 canvas.

200

\$12.00

\$2,400.00

April 9, 2025
3rd grade

* Indicates non-taxable item

Thank you for your business.

Subtotal

\$2,400.00

Tax (8%)

\$0.00

Total

\$2,400.00

The Art Barn (SGMS) 12-17-24

Final Audit Report

2024-11-27

Created:	2024-11-27
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAADV4jc2oFiX-w2DznPMMI-FUlj7AoDiY_

"The Art Barn (SGMS) 12-17-24" History

 Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)


2024-11-27 - 5:19:38 PM GMT- IP address: 204.100.121.1

 Document emailed to susan@theartbarnstudios.com for signature

2024-11-27 - 5:20:38 PM GMT

 Email viewed by susan@theartbarnstudios.com

2024-11-27 - 5:38:07 PM GMT- IP address: 74.125.209.38

 Signer susan@theartbarnstudios.com entered name at signing as Susan Heinrich

2024-11-27 - 5:45:52 PM GMT- IP address: 104.28.85.109

 Document e-signed by Susan Heinrich (susan@theartbarnstudios.com)

Signature Date: 2024-11-27 - 5:45:54 PM GMT - Time Source: server- IP address: 104.28.85.109

 Agreement completed.

2024-11-27 - 5:45:54 PM GMT

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street
Riverside, CA 92501

MODIFICATION
School Engagement and Wellness

This is modification number **three (3)** to Agreement Number C1009127, by and between **Riverside County Superintendent of Schools**, hereinafter referred to as “SUPERINTENDENT”, and **Beaumont Unified School District**, hereinafter referred to as “DISTRICT”, for the **School Based Mental Health Services**.

This Agreement is modified in accordance with the modification clause.

This modification represents an increase to year two (2) budget in the amount of **\$15,000.00**, to provide enhanced grant activities for the School-Based Mental Health grant.

Revised **Attachment B-Budget** is attached hereto and made a part of this Agreement hereof.

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

- [x] This modification represents an increase in the amount of: **\$15,000.00**
- [x] The total amount of this Agreement for year two (2): **\$997,492.00**
- [x] DISTRICT’S signature is required on this modification.

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

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

Authorized Signature

Authorized Signature

Printed Name and Title

Carmen Ordonez Director of Fiscal Services

Printed Name and Title

Date _____

Date _____

Attachment B
Budgeted
Revised October 2024

Expenditure Categories	Grant Expenditures Narrative	Budget Amount FY 2004 (Year 2) Jan 2024 - December 2024	Year 2 Additional Funds Request	Year 2 Additional Funds Request (October 2024)
Supervision Staff Salaries (1000-3999)	Supervision for Mental Health professionals, interns, etc.	\$0.00	\$26,450.00	
Mental Health Staff Salaries (1000-3999)	Contracts with partners to build capacity, increase collaborative efforts, and expand services based on need to increase Mental Health Services. New Licensed MH Professional Year 1 - 4 positions Year 2 - 4 positions	\$594,472.00	\$52,804.00	
Supplies (4000-4999)	General office supplies needed for project. Supplies: \$2,000 per position	\$8,000.00	\$0.00	
Services and Other Operating Expenses (5000-5999, excluding 5100)	Other operating expenses such as: Travel expenses, professional development. Fingerprinting expenses: RCOE will reimburse districts costs up to \$90 per new person up to the number of positions by year. Year 1 - 4 counselors and 4 interns Year 2 - 4 counselors and 4 interns Training: \$3,000 per position Mileage: \$500 per position Sustainability Efforts: Funds to support grant sustainability efforts associated with MediCal Billing \$20,000	\$14,720.00	\$107,046.00	
Other (1000-5999)	MTSS Tier One Mental Health Service Delivery For Teachers In Classroom (95 teachers per district)	\$0.00	\$144,000.00	
Other (1000-5999)	Building recruitment pathways to mental health careers - CTE Pathway	\$0.00	\$0.00	
Other (1000-5999)	<i>Sustainability - Electronic Records Software</i>		\$35,000.00	
Other (1000-5999)	Development of Wellness Center As part of having locations for School Based Licensed Mental Health (SBLMH) Providers/Counselors and School Based Mental Health Interns to meet with students to provide safe, secure, confidential and attractive locations for mental health services we propose using grant funds to support the development of these spaces. Funds would be used for seating,			\$15,000.00

	technology to support check in and check out procedures, and wellness space materials/ supplies.			
Total		\$617,192.00	\$365,300.00	\$15,000.00
		Year 2 Revised Total – \$997,492.00		



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated December 18, 2024, to the AGREEMENT between the Beaumont Unified School District and Mary Jessica Grace Cruz Cardenas is as follows:
(Consultant Name as shown on the agreement and W-9)

SECTION A – RENEWAL:

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

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

Amendment No (i.e. 1, 2, or 3) 2 Contract Term: 12/18/24 - 06/30/25

This amendment represents a modification to services as follows:

To extend the original contract end date from December 31, 2024 to June 30, 2025.

ORIGINAL CONTRACT AMOUNT \$ 25,000.00

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

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

NEW CONTRACT AMOUNT \$ _____

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

Requestor's Information
School/Department: <u>Student Services</u>
Contact Person <u>Christina Lynch</u> Ext. <u>005392</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012684</u>

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

Consultant Authorized Representative
<u>Mary Cardenas</u> <small>Mary Cardenas (Nov 25, 2024 20:33 CST)</small>
CONSULTANT'S SIGNATURE
Mary Cardenas
PRINT NAME TITLE
116 Interocean Ave
Address
South Chicago Heights, IL 60411
City/State/Zip
Phone <u>760-979-8410</u>
Email <u>maryjcardenas8@gmail.com</u>
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.

Contractor Hourly Rate

Mary Jessica Cardenas, MSW, PPSC-SSW/CWA, maryjcardenas8@gmail.com, 760-979-8410

Service	Rate
Hourly supervision	\$125.00 rate/hr
Learning Agreement Evaluations	\$125.00 rate/hr
PPSC Paper Evaluation	\$125.00 rate/hr
Process Recording Review and Feedback	\$125.00 rate/hr

Services Included in hourly rate (Example):

- Weekly Tele Supervision of PPSC interns
- Tevera documentation such as:
 - Any needed updates to Learning Agreement
 - Learning Agreement Evaluations 1x per semester
 - Process Recording Review and Feedback 3-4 per semester
 - PPSC paper Evaluation 1x per semester

Mary Jessica Cardenas (Student Services)







12-17-24

Final Audit Report

2024-11-26

Created:	2024-11-25
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI5Dc4_bvAk8xYgj4aFGT-AJr633HrI2R

"Mary Jessica Cardenas (Student Services) 12-17-24" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)
2024-11-25 - 10:12:45 PM GMT- IP address: 204.100.121.1
-  Document emailed to maryjcardenas8@gmail.com for signature
2024-11-25 - 10:14:43 PM GMT
-  Email viewed by maryjcardenas8@gmail.com
2024-11-26 - 0:54:57 AM GMT- IP address: 104.28.103.15
-  Signer maryjcardenas8@gmail.com entered name at signing as Mary Cardenas
2024-11-26 - 2:33:19 AM GMT- IP address: 98.52.84.229
-  Document e-signed by Mary Cardenas (maryjcardenas8@gmail.com)
Signature Date: 2024-11-26 - 2:33:21 AM GMT - Time Source: server- IP address: 98.52.84.229
-  Agreement completed.
2024-11-26 - 2:33:21 AM GMT



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated December 18, 2024, to the AGREEMENT between the Beaumont Unified School District and School Innovations & Achievement, Inc. is as follows:
(Consultant Name as shown on the agreement and W-9)

SECTION A – RENEWAL:

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

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

Amendment No (i.e. 1, 2, or 3) 1 Contract Term: 12/18/24 - 06/30/27

This amendment represents a modification to services as follows:
An agreement to add Beaumont Middle College and Foster students to contract at no additional cost.

ORIGINAL CONTRACT AMOUNT \$ 543,925.00

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

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

NEW CONTRACT AMOUNT \$ _____

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

Requestor's Information
School/Department: <u>Student Services</u>
Contact Person <u>Jessica Romo</u> Ext. <u>005345</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012594</u>
Required Updated Forms
Check off any items that are applicable to the contract:
<input type="checkbox"/> Fee Schedule
<input type="checkbox"/> Business/Professional License (if expired)
<input type="checkbox"/> Insurance: General Liability/Professional Liability/E&O
<input type="checkbox"/> Insurance: Business Auto Liability
<input type="checkbox"/> Insurance: Workers' Compensation or Certification
<input type="checkbox"/> Other - Professional Service Certificate if expired)

Consultant Authorized Representative	
<small>Signed by:</small> <u>Brian Galvin</u>	12/3/2024
<small>ZAB977E9B55845D</small> CONSULTANT'S SIGNATURE	
Brian Galvin	CFO
PRINT NAME	TITLE
PO Box 771470	
Address	
St. Louis, MO 63177	
City/State/Zip	
Phone <u>916-995-8257</u>	
Email <u>brenda.tapp@schoolstatus.com</u>	
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.	



School
Innovations
& Achievement

**ADDENDUM TO
THE ACHIEVEMENT INITIATIVE SUPPORTED BY
ATTENTION2ATTENDANCE® (A2A) SOFTWARE & SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT, INC.
And
Beaumont USD**

THIS ADDENDUM TO THE ACHIEVEMENT INITIATIVE SUPPORTED BY ATTENTION2ATTENDANCE® (A2A) SOFTWARE & SERVICES AGREEMENT ("Addendum") is entered into this 18th day of December, 2024, by and between Beaumont USD ("District"), and School Innovations & Achievement, Inc., a California corporation ("SI&A"), each being a "Party" and collectively the "Parties."

WITNESSETH

WHEREAS, the Parties have previously entered into an Attention2Attendance® (A2A) Software & Services Agreement effective 07/01/2024 ("Agreement"); and

WHEREAS, the Parties desire to amend the "Data Collection" section of the Agreement to include the additional Software and Services as outlined below;

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

1. Additional Software and Services.

SI&A will pull additional fields and provide additional aggregate level reporting for the following data elements:

- **Foster Care**

If District chooses to have SI&A pull the Foster Care data element, to the extent required to secure the Foster Care data element, District designates SI&A as a "designee" authorized to review juvenile court files under California Welfare & Institutions Code Section 827.

- **Sites exhibit is revised to include the following: Beaumont Middle College High School**

2. There is no fee for this additional service.

3. In the event any provisions of this Addendum conflict with the provisions of the Agreement, the provisions of this Addendum shall control.

4. This Addendum, together with the Agreement, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements with respect thereto. This Agreement and Addendum cannot be changed in any manner except by written agreement signed by the Parties hereto.

5. This Addendum may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or in portable document format (pdf)) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.



School
Innovations
& Achievement

IN WITNESS WHEREOF, the Parties have affixed their hands effective as of the day and year first written above.

SI&A:

District:

SCHOOL INNOVATIONS & ACHIEVEMENT

Beaumont USD

Signature: Philip M. Charland
Date: 11/14/2024
Print Name: Philip M. Charland
Title: Chief Revenue Officer
Company: School Innovations & Achievement
Address: 5200 Golden Foothill Parkway
El Dorado Hills, CA 95762
Phone: (800) 487-9234
Fax: (800) 487-6441

Signature: _____
Date: _____
Print Name: Carmen Ordonez
Title: Director of Fiscal Services
Company: Beaumont Unified School District
350 W. Brookside Ave.
Address: Beaumont, CA 92223
Phone: 951-845-1631
Fax: _____

**Revised Exhibit C
Sites**

- Beaumont Senior High School
- Mountain View Middle School
- Palm Innovation Academy
- Glen View High School
- Three Rings Ranch Elementary
- Brookside Elementary
- San Gorgonio Middle School
- Sundance Elementary School
- Tournament Hills Elementary
- Anna Hause Elementary
- Starlight Elementary
- Summerwind Trails School
- Beaumont Middle College High School

Certificate Of Completion

Envelope Id: B9EF1ACD-1D1C-4E2E-8699-442B65BB842E	Status: Completed
Subject: Complete with Docusign: School Innovations & Achievement, Inc. (Stu.Srvcs.) 12-17-24 (1).pdf	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Meredith John
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	6222 U S Highway 98 FL 2
	Hattiesburg, MS 39404
	meredith@schoolstatus.com
	IP Address: 184.74.243.178


Record Tracking

Status: Original	Holder: Meredith John	Location: DocuSign
12/3/2024 6:38:34 AM	meredith@schoolstatus.com	

Signer Events

Brian Galvin
 brian.galvin@schoolstatus.com
 CFO
 Brian Galvin
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 2AB977E9B5584BD...
 Signature Adoption: Pre-selected Style
 Using IP Address: 72.212.48.234

Timestamp

Sent: 12/3/2024 6:39:10 AM
 Viewed: 12/3/2024 10:48:46 AM
 Signed: 12/3/2024 10:48:52 AM

Electronic Record and Signature Disclosure:
 Accepted: 12/3/2024 10:48:46 AM
 ID: 8974935f-e596-4dbc-8988-1d3992afaec2

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/3/2024 6:39:10 AM
Certified Delivered	Security Checked	12/3/2024 10:48:46 AM
Signing Complete	Security Checked	12/3/2024 10:48:52 AM
Completed	Security Checked	12/3/2024 10:48:52 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SchoolStatus, LLC. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact SchoolStatus, LLC.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: heather.kunz@schoolstatus.com

To advise SchoolStatus, LLC. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at heather.kunz@schoolstatus.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from SchoolStatus, LLC.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to heather.kunz@schoolstatus.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SchoolStatus, LLC.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to heather.kunz@schoolstatus.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SchoolStatus, LLC. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SchoolStatus, LLC. during the course of your relationship with SchoolStatus, LLC..



BEAUMONT UNIFIED SCHOOL DISTRICT

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

THIS AGREEMENT (“Agreement”) is made effective on December 18, 2024 (date) by and between The Art Barn hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

RECITALS

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

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

AGREEMENT

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

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

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

- 2. **TERM:** The term of this Agreement shall begin on December 18, 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 \$7,800.00 --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**
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_____ Certificate of Auto Liability for \$5,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.
 - c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer); \$2,000,000 aggregate**
_____ Certificate of Professional Insurance is attached.
 - d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;
_____ Certificate of Educators' Legal Liability is attached.
 - e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.
_____ Workers' Compensation Insurance Certificate is attached, **OR**
 Sole Proprietor / NO Workers' Compensation Insurance is required. **BUT** must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.

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

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

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

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

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

- 15. **CRIMINAL RECORDS CHECK:** Consultant shall contemporaneously execute, as a part of this Agreement, the attached “Certification by Consultant Criminal Records Check” form and submit it to the District if Consultant or Consultant’s employees **will** be working individually with students unsupervised.

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

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

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

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

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

CONSULTANT:

The Art Barn
Name
37225 Goodle Ln., Cherry Valley, CA 92223
Address, City, State and Zip
 11/20/2024
Signature Date
(909) 633-0417
Phone Fax
susan@theartbarnstudios.com
Email

DISTRICT:

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

CBO or Director of Fiscal Services Date

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

To the Governing Board of Beaumont Unified School District:
Susan Heinrich

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.
Cherry Valley California 11/20/2024

Executed at _____, California on _____
Date

Signature

Susan Heinrich

Typed or printed name

Owner

Title

37225 Goodie Ln. Cherry Valley California 9222

Address

909-633-0417

Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

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

Brent Heinrich
Shane Turley
Stephanie Saenz

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



37225 Goodie Lane
Cherry Valley Ca 92223

(909) 633-0417 (Phone)
(909) 633-0417 (Mobile)
theartbarnstudios.com
susan@theartbarnstudios.com
Contents

ESTIMATE

The Art Barn

For Anna Haus

Estimate Num
Date

59
Nov 20, 2024

please make check payable to Susan Heinrich

Quantity

Rate

Amount

* All supplies included for step by step painting
on 11x14 canvas.

650

\$12.00

\$7,800.00

School paint event

* Indicates non-taxable item

Thank you for your business.

Subtotal

\$7,800.00

Tax (8%)

\$0.00

Total

\$7,800.00



BEAUMONT UNIFIED SCHOOL DISTRICT

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

THIS AGREEMENT (“Agreement”) is made effective on December 18, 2024 (date) by and between Pam Hinckley 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 December 18, 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 \$14,000.00 --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.
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 - c. Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of Consultant, or any person, firm or corporation employed by Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including Indemnitees, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of Indemnitees.
 - d. Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against Indemnitees on account of or founded upon any of the causes, damages or injuries identified in this Section 9 and shall pay or satisfy any judgment that may be rendered against Indemnitees in any action, suit or other proceedings as a result thereof.
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- 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:

Pam Hinckley
Name
1360 Jasper Ave., Mentone, CA 92359
Address, City, State and Zip

Pam Hinckley H-22-24
Signature Date

(909) 816-9692
Phone Fax

phinkrnsn@aol.com
Email

DISTRICT:

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

CBO or Director of Fiscal Services Date

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

To the Governing Board of Beaumont Unified School District:

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

Pam Hinckley

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

Pam Hinckley
Signature

Pam Hinckley
Typed or printed name

Registered Nurse Consultant
Title

1360 A Jasper Ave, Mentone, CA 92359
Address

(909) 816-9692
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

COACHING AGREEMENT

THIS COACHING AGREEMENT (the "Agreement") dated this TBD, 2024__ day of TBD, 2024

BETWEEN:

Beaumont Adult School 1575 Cherry Avenue, Beaumont, CA 92223, USA
(the "Client")

- AND -

Pam Hinckley, RN, MSN of 1360 Jasper Ave, Mentone, CA 92359, USA
(the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:
 - Vocational Nursing Curriculum
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.

Performance

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

6. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as follows:
 - Payment of \$12,000 to be paid as follows:
\$12,000 upon completion of delivered curriculum.
 - Other services that are mutually agreed upon will be billed at \$100.00 per hour.
7. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Reimbursement of Expenses

8. In connection with providing the Services hereunder, the Contractor will only be reimbursed for expenses that have been approved in advance.
9. The Contractor will furnish vouchers to the Client for all such expenses.

Return of Property

10. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

11. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

12. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
 - a. Beaumont Adult School 1575 Cherry Avenue, Beaumont, CA 92223
 - b. Pam Hinckley, RN, MSN
1360 Jasper Ave, Mentone, CA 92359, USA

or to such other address as any Party may from time to time notify the other.

Indemnification

13. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Additional Clause

14. The curriculum is a tool and does not guarantee the program will be successful. Reviewing, understanding and Implementation of the curriculum is critical to the program's success.
15. The author reserves the right to continue to amend and sell this curriculum.

Modification of Agreement

16. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

17. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

18. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

19. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

20. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

21. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

22. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

23. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

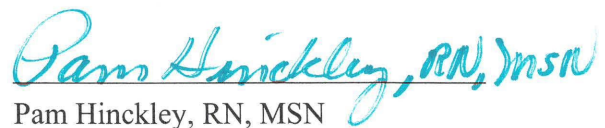
Severability

24. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

25. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Beaumont Adult School


Pam Hinckley, RN, MSN

CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE

This agreement is made effective on December 18, 2024 by and between Unbound Medicine, Inc., hereafter called “VENDOR,” and Beaumont Unified School DISTRICT, hereafter called “DISTRICT.”

WHEREAS, the DISTRICT and VENDOR have entered into the Agreement on December 18, 2024 ; 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: *An account is not required to access the content. There is no “pupil generated content” other than user preferences and notes. A personal account can be created at any time to save user preferences and notes.*
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: *User or parent may sign into the user's personal account where they can update the personally identifiable information (username, email, first/last name, and profession).*

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.

- 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: *Vendor ensures the security and confidentiality of pupil records by restricting access to authorized employees, contractors, and agents who are bound by confidentiality obligations. They implement robust security measures, including internal reviews and physical safeguards, to protect data from unauthorized access or alteration. Personal information is processed solely for its intended purposes, with regular reviews to maintain data integrity. Users can access and request corrections to their data, and Vendor cooperates with regulatory authorities to address any privacy concerns. Vendor's full Privacy Policy can be viewed at <https://www.unboundmedicine.com/privacy>. Compliance with the privacy policy is regularly reviewed to uphold these standards.*
- 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: *In the event of an unauthorized release, disclosure or acquisition of student data that compromises the security, confidentiality or integrity of the student data maintained by the Vendor the Vendor shall provide notification to District within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement.*
- 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: *An account is not required to access the content. If a personal account is created, the account can be deleted at any time by the user.*
- 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: *The personally identifiable information disclosed to Vendor falls under the definition of "Directory Information." FERPA makes no requirements of third party vendors receiving Directory Information.*

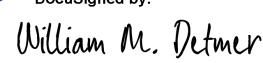
IN WITNESS WHEREOF, parties execute this Agreement on the dates set forth below.

BEAUMONT UNIFIED SCHOOL DISTRICT

UNBOUND MEDICINE, INC.

Authorized Signature:

Authorized Signature:

DocuSigned by:

 1A05E5A1310A4EB...

Printed Name and Title: Carmen Ordonez,
Director of Fiscal Services

Printed Name and Title: William M. Detmer

CEO

Date:

Date: 11/13/2024

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



3 Boar's Head Lane, Suite E
Charlottesville, VA 22903
(610) 627-9090
fax (610) 627-4951
www.unboundmedicine.com

Proposal for
Beaumont High School
November 6, 2024

Site License
December 18, 2024 - December 17, 2025

Taber's Online

Powered by Unbound Medicine
Annual institutional site license

\$950.00

Site License Advantages:

- Simplified administration (no serial number tracking)
- All persons affiliated with the institution (students and faculty) have full access to official Tabers.com website.
- All users always have access to the latest information, including updates.
Individuals **do not** need to renew

Notes:

Prices valid for 30 days
All prices in US dollars
Prices do not include sales tax
All sales final
FEIN: 54-1964312
Terms: Net 30
Credit card sales are an additional 3.5%

Taber's Online

Taber's Online features *Taber's Cyclopedic Medical Dictionary*, the world's best-selling health-sciences dictionary. The 24th Edition contains detailed definitions for more than 75,000 medical terms. Digital features include 33,000 audio pronunciations, 1,300 full-color images, and 130 instructional videos.

Users of Taber's Online can:

- Find 75,000 definitions and appendices quickly
- Stay current with changing medical terminology
- Enhance knowledge with 1,300+ full-color images and 130 instructional videos
- Listen to the correct pronunciation for 33,000 terms
- Stay organized with personal bookmarks
- Login securely from home

Administrators and librarians:

- Do not need to track user IDs and passwords
- Provide unlimited access for their users and patrons

CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE

This agreement is made effective on December 18, 2024 (date) by and between
Curacubby, Inc. , 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]:
Not Applicable
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]:
Review personally identifiable information via Attendly user portal.
Correct erroneous information via Aeries.
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]:
Whitelist personnel who will have access to the platform and access to the information.

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]:
An email will be sent to the the primary contact, school district administrator, and/or State of California, and any other government bodies as required by law.
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]: **Not applicable.**
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]:
Yes, Curacubby, Inc. has reviewed and agreed to FERPA compliance.

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

BEAUMONT UNIFIED SCHOOL DISTRICT

CURACUBBY, INC.

Authorized Signature:



Authorized Signature:

Carmen Ordonez, Director of Fiscal Services

Vikrant Duggal, CEO of Curacubby, Inc.

Printed Name and Title:

Printed Name and Title:

December 2, 2024

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

CURACUBBY, INC.

2120 University Avenue

Berkeley, CA 94704

Web: <https://www.attendly.com/>

Date: November 18, 2024

To: Beaumont USD

From: Vikrant Duggal (vikrant@attendly.com)

Re: Attendly Implementation Proposal

EXHIBIT A: SCOPE OF WORK

Beaumont USD - Attendly Proposal

District Overview

- Beaumont USD Total Students Population: 12,000
- ELOP currently services 10 schools:
 - 7 Elementary schools
 - 1 K-8 school
 - 2 Middle schools
- Total Qualified Students: ~1,200-1,500 students in after-school programs
- Growing district (3.5%+ annual growth)
- Primary funding: ASES and ELOP

Current Challenges

Parent Communication & Registration

- Current system (ProCare) is cumbersome and confusing for parents
- Registration process is not intuitive
- Lack of clear confirmation/status updates for parents
- Need for better multilingual support (English/Spanish)

Program Management

- Manual/inefficient batch updates for programs
- Difficult to manage multiple programs across sites
- Limited reporting capabilities
- Time-consuming data reconciliation

Attendance & Reporting

- Need comprehensive attendance tracking
- Difficulty generating required state compliance reports

CURACUBBY, INC.

- Manual work needed to calculate ADA and other metrics
- Limited visibility into program performance

Cost-Benefit Consideration

- Current system (ProCare) is lower cost but requires dedicated staff time
- Need to justify higher investment for improved functionality
- Desire to reallocate staff time to more valuable tasks

Proposed Solution

Parent-Facing Features

- Streamlined registration process
- Clear program status notifications
- Multilingual support (English/Spanish)

Program Management

- Batch program management capabilities
- Flexible program setup and modification
- Automated workflows Integration with Aeries SIS

Reporting & Compliance

- Built-in California compliance reporting
- Standard dashboards Attendance tracking
- Staff-to-student ratio monitoring

Cost Justification & ROI

- Purpose-built for California ELOP programs vs general childcare management
- Reduced administrative overhead through automation
- Staff time savings through improved workflows
- Potential reallocation of dedicated ProCare administrator
- Risk mitigation through built-in compliance features

Implementation Timeline

- Initial kickoff of Attendly software platform: December 18th, 2024
- Board review: December 17th, 2024
- Data migration & setup: January - February 2025
- Full Attendly District Launch: March 1st, 2025 (Start of third trimester)

Support & Training

- Account management
- Resource libraries for staff and parents
- Video tutorials in multiple languages
- Live training sessions
- Technical support

CURACUBBY, INC.

Attendly Cost Estimate

Core Program Participants

	Fee per student (per year)	Total Qualified Students	Annual Cost
	\$120.00	1,260	\$151,200.00

Non-Core Program Participants

	Fee per student (per year)	Total Qualified Students	Annual Cost
	\$10.00	3,000	\$30,000.00

Setup fee calculation (30% of first year annual cost): \$54,360.00

Total 2024-25 school year (prorated: January 1 - June 30, 2025): \$90,600

Total Annual Fee (2025-26 School Year - renewal): \$181,200

Please note: During the 2025-2026 subscription period, the District may cancel this annual software subscription by providing 30 days written notice to the Provider. Upon cancellation, the District will receive a refund for the unused portion of their annual subscription fee, calculated on a daily basis from the cancellation date through the end of the paid term.

Attendly is a California K-12 ELOP management software platform built by Curacubby, Inc.

Initial Invoice, December 2024: \$144,960.00

July 2025 Invoice: \$181,200.00

INSPECTOR SERVICES AGREEMENT

This AGREEMENT is made and entered into this 18th day of December 2024 by and between the BEAUMONT UNIFIED SCHOOL DISTRICT (“DISTRICT”), and Stephen Payte DSA Inspections, Inc. (“INSPECTOR”). The DISTRICT and the INSPECTOR are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. The INSPECTOR and the DISTRICT do hereby contract and agree as follows:

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

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

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

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

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

- (b) **Relations with Architect and Engineer.** The INSPECTOR shall work under the general direction of the architect or registered engineer. All inconsistencies or seeming errors in

the plans and specifications shall be reported promptly to the architect or registered engineer for his interpretation and instructions. In no case, however, shall the instruction of the architect or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File.

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

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

- (Y) Any other documents required to provide a complete record of construction.

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

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

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

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

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

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

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

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

(d) Project Inspection Cards.

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

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

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

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

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

If the Project Architect/Engineer has delegated responsibility for any portion of the PROJECT's design to other engineers, the INSPECTOR shall likewise obtain copies of the

Interim Verified Reports prepared by such engineers (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to the other engineers. In the case of a Geotechnical engineer, the INSPECTOR shall collect a copy of the Interim Verified Report (Form DSA 293) prepared by such Geotechnical engineer as applicable before the INSPECTOR can approve and sign off any of the above sections that relate to the portions of the PROJECT that were delegated to the Geotechnical engineer.

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

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

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

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

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

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

(e) Testing and Special Inspections.

(i) The INSPECTOR shall obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the Project Architect/Engineer prior

to the commencement of construction and maintain a copy of the approved DSA 103 form in the INSPECTOR's Project File for the duration of the PROJECT. The INSPECTOR shall thoroughly review and evaluate the approved Form DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

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

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

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

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

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

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

Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.

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

- (iii) At least 48 hours in advance of the first pour of concrete.
- (iv) When work is suspended for a period of more than two weeks.
- (i) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:
 - (i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.
 - (ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
 - (iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

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

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

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

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

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

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

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

(E) The DISTRICT agrees to pay the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A". This AGREEMENT is based on estimated Time and Material expense. In no event shall the total payment to INSPECTOR under this AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of One Thousand Eight Hundred Dollars (\$1,800.00), inclusive of all Reimbursable Expenses, for all services performed and expenses incurred pursuant to this AGREEMENT.

(F) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT. The INSPECTOR shall devote each working day to the inspection of BHS Video Wall Project (hereinafter referred to as the “PROJECT(S)”.

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

- (1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.
- (2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (G)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.
- (3) This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.
- (4) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the INSPECTOR's termination, the INSPECTOR shall provide copies of all current PIC's in the INSPECTOR's Project File to the DISTRICT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT.
- (5) In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not

performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

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

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

- (1) Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and
- (2) General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR related to, founded upon or in connection with this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;
- (3) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.
- (4) Business Automobile Liability. Liability for bodily injury or property damage claims arising out of the use of owned, hired, or non-owned automobiles operated by the INSPECTOR, its officers, agents, employees or anyone employed by the INSPECTOR, in connection with work performed under this AGREEMENT.
- (5) INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees on account of or founded upon any of the causes, damages or injuries identified herein Section (H) and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

(6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT OR OTHERWISE INCLUDED IN THE CONSULTANT'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

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

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

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

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

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

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

(N) THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INSPECTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE INSPECTOR SHALL BE

NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INSPECTOR MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE INSPECTOR'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

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

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

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

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

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

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

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

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

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

INSPECTOR:

Stephen Payte DSA Inspections, Inc.

By:  _____

Stephen Payte, President

DISTRICT:

Beaumont Unified School District

By: _____

Carmen Ordonez, Director of Fiscal Services

EXHIBIT "A"

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

<u>INSPECTOR CERTIFICATION</u>	<u>HOURLY</u>
PROJECT INSPECTOR CLASS 1	\$ _____
PROJECT INSPECTOR CLASS 2	\$ _____
PROJECT INSPECTOR CLASS 3	\$ _____

Proposal for Inspection Services

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

November 20, 2024

Re: DSA Project Inspection Services for BHS Video Wall Project (04-123746)

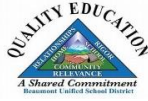
We will provide required DSA Inspection Services as defined in Title 24, Part 1, Sections 4-333 and 4-342 and DSA Interpretation of Regulations. Our proposal is for one (1) part-time DSA Inspector (Class 3 or higher), for the duration of the project. Services will be billed at completion of work, at a total cost of \$1,800.00

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

Sincerely,



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



BEAUMONT UNIFIED SCHOOL DISTRICT

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

THIS AGREEMENT (“Agreement”) is made effective on December 18, 2024 (date) by and between Designing Schools, Inc. hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

RECITALS

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

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

AGREEMENT

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

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

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

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

- 2. **TERM:** The term of this Agreement shall begin on December 18, 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 \$ 10,500.00 --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.
 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**
\$5,000,000 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 \$5,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.
 - c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer); \$2,000,000 aggregate**
 Certificate of Professional Insurance is attached.
 - d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;
 Certificate of Educators' Legal Liability is attached.
 - e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.
 X Workers' Compensation Insurance Certificate is attached, **OR**
 Sole Proprietor / NO Workers' Compensation Insurance is required. **BUT** must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.

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

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

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

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

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

15. **CRIMINAL RECORDS CHECK:** Consultant shall contemporaneously execute, as a part of this Agreement, the attached “Certification by Consultant Criminal Records Check” form and submit it to the District if Consultant or Consultant’s employees **will** be working individually with students unsupervised.

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

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

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

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

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

CONSULTANT:

DISTRICT:

Designing Schools, Inc.

Name

Beaumont Unified School District

350 W. Brookside Avenue

Beaumont, CA 92223

16377 Dawn Way #310 Tustin, CA 92782

Address, City, State and Zip



12/4/2024

Signature

Date

CBO or Director of Fiscal Services

Date

714-757-6663

Phone

Fax

sabba@designingschools.org

Email

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

To the Governing Board of Beaumont Unified School District:

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

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

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

Executed at _____, California on _____
Date

Signature

Typed or printed name

Title

Address

Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

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

Insert W-9

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

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

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

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

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

PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT

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

DESIGNING SCHOOLS



**CULTURES OF INNOVATION
BEGIN WITH A CULTURE OF EMPATHY**

LEADING WITH FORESIGHT: DESIGNING SCHOOLS IN AN AI WORLD

PREPARED FOR:

Beaumont Unified School District

PREPARED BY:

Dr. Sabba Quidwai

designing SCHOOLS

HOW DESIGN THINKING
MAKES YOU IRREPLACEABLE IN THE AGE OF AI

[Press play to watch a
workshop highlight](#)



Welcome to Designing Schools. I'm Dr. Sabba Quidwai, and I'm thrilled that you've chosen to join me on this transformative journey. My passion for reimagining education began during my time as a high school teacher, and it has since grown into an unwavering belief that a culture of innovation begins with empathy.

This belief has allowed me to work with some of the top education organizations like Santa Ana Unified, San Bernadino, County, San Francisco Unified, the University of Southern California, and top companies like Apple, Vizio, Wix, and more.

This belief now shapes every aspect of my work in helping organizations create environments that are not only ready for the future, but are also human-centered at their core. I'm deeply committed to empowering individuals with the knowledge, skills, and mindsets they need to thrive in our AI-driven world.

The intersection of empathy, technology, and education is where I find my inspiration, and I am dedicated to equipping everyone with the tools they need to become successful leaders and global citizens in a rapidly evolving world.

At Designing Schools, we look forward to partnering with you and deeply appreciate your trust. Let's design the future together.

Dr. Sabba Quidwai

CEO | Designing Schools Inc.

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AI in Focus: What's Now and What's Next

This three-session series provides Beaumont district leaders with a foundational understanding of what is needed to design district wide AI integration plans.

Session 1: From Tools to Teammates – What Is Your Human Advantage?

In this foundational session, Beaumont district leaders will explore the AI landscape and its far-reaching impact on how we work, teach, and support our communities. This session examines the shift from AI as a tool to AI as a teammate, highlighting the importance of human-centered leadership in navigating this transformation. Through focused discussions, participants will reflect on their unique human advantage in decision-making, strategy, and fostering meaningful connections.

Session 2: From From Vision to Action – Integrating AI Across the District

Building on insights from Session 1, this session focuses on identifying specific use cases where AI can enhance district workflows. Leaders will analyze potential impacts, determine what changes are needed for successful implementation, and explore strategies to foster a culture of innovation. The discussion will ensure AI-driven approaches align with the district's broader goals and vision while laying the groundwork for actionable next steps.

Session 3: Designing a Strategic Plan for 2025-2026

In the final session, leaders will reflect on their insights from the series to align their next steps with Beaumont Unified's vision of inspiring students to achieve their goals and become responsible, productive citizens. Participants will consider how their leadership can create an environment that fosters intellectual, academic, and civic growth while determining the foundational steps needed to drive meaningful and sustainable progress for the 2025-2026 school year.

YOUR INVESTMENT

OFFERING	VALUE
3 Leadership Sessions	\$3500/workshop
Materials and Preparation	Included
AI Leadership Toolkit	Included
TOTAL	10,500

TESTIMONIAL

JERRY ALMENDAREZ | SUPERINTENDENT | SANTA ANA UNIFIED

Designing Schools partnership with the Santa Ana Unified School District has been pivotal in designing an AI integration plan aligned to our learner profile, mission, mission, and values. Dr. Quidwai's work, particularly in leading Design Sprints and helping us create futurist teams, has brought a refreshing and dynamic shift in our approach to staff development and problem-solving.

Her collaboration with our district has been nothing short of transformative. Her expertise in design thinking and her methodical approach to innovation have empowered our staff with the tools to rethink strategies and implement solutions that directly benefit our learning community.

What truly sets Sabba apart is her innate ability to connect with her audience. She brings a perfect blend of professionalism, empathy, and insight to every session, which not only engages but also inspires our staff. Her advocacy for cultivating a culture of empathy is evident in her interactions and is a testament to her dedication to meaningful change.

Sabba's influence extends beyond workshops and training sessions. She is a thought leader and a strategist, whose insights have been invaluable to our district. The positive feedback from our staff underscores the impact of her work and her commitment to not just meeting, but exceeding, our expectations.

TESTIMONIAL

DAVE RICHARDS, PHD | MICHIGAN VIRTUAL

Our Michigan based Future of Learning Council was fortunate to have Dr. Quidwai as our keynote speaker for our annual conference. Her presentation was fantastic. Rich with content, insight, and empathy. The audience consisted of K-12 leaders who are all struggling with not only understanding the impact of AI on education, but also the tremendous opportunity that it provides. Sabba was incredible at communicating in a manner they could understand and relate to.

The feedback from the attendees was overwhelming that she exceeded expectations and was the highlight of the entire conference. Dr. Quidwai presents her self as warm, approachable, and collaborative. Every conference attendee felt comfortable talking with her throughout the day. Without hesitation, I would recommend Dr. Quidwai for any group or opportunity interested in engaging in a rising, trusted voice on the future of learning.

TESTIMONIAL

JENITH | DIRECTOR OF EDTECH | NEWPORT-MESA

The AI course was a transformative experience that shifted my curiosity into actionable AI knowledge. Excellently tailored for busy individuals, the course seamlessly blends theoretical rigor with practical relevance, engaging learners through abundant resources.

Sabba and Stefan were exceptional – personable, deeply knowledgeable, and always available. Under their guidance, we navigated a wide range of content, including engaging videos, recommended readings, and design thinking models, which fostered a robust understanding of AI.

Notably, the course included the innovative SPARK model, providing a practical framework for engaging with AI. This, coupled with weekly virtual meet-ups, ensured an immersive, collaborative learning experience.

The AI course is not for the casual learner, but for those ready to plunge into AI, particularly its language models. If you're prepared to commit, this course offers an unrivaled, holistic learning experience in the AI landscape. I highly recommend it.

TESTIMONIAL

ROBYN | ARTS DIRECTOR | SANTA ANA UNIFIED

I am writing this statement to express my wholehearted support for the incredible work that Dr. Sabba Quidwai is doing with the Santa Ana Unified School District (SAUSD) Arts Department. Under Sabba's guidance and expertise, we have worked on the implementation of the design thinking process and the introduction of artificial intelligence as a time-saving mechanism which have significantly enhanced our ability to provide high-quality arts education to our students and identify ways that we can advance arts education within our district.

In our introduction year, we have witnessed remarkable progress and positive outcomes thanks to Sabba's leadership and dedication. The design thinking process, with its emphasis on empathy, collaboration, and innovation, has revolutionized the way we approach arts education in SAUSD. It has allowed us to engage our students more deeply in the creative process, encouraging them to think critically, solve problems, and express their ideas with confidence. By integrating design thinking principles, we have witnessed a noticeable increase in student engagement, creativity, and overall satisfaction with the arts curriculum.

As we look to the future, we are excited to deepen our work and expand the elements of design thinking in SAUSD Arts. Sabba's visionary approach and unwavering commitment to innovation have inspired us to push the boundaries of what is possible in arts education. With her guidance, we are confident that we will continue to create a nurturing and inspiring environment for our students, where they can develop their artistic skills, explore their passions, and become well-rounded individuals. We are proud to have Sabba as a guiding force in our district and eagerly anticipate the exciting opportunities and advancements that lie ahead for SAUSD Arts.

TESTIMONIAL

DAGAN | DIRECTOR OF K-8 CAPSTONE | HAWAII

Amidst the myriad of AI learning options available, this course stands out for its unique approach. It goes beyond the technical jargon of prompting, algorithms, machine learning, and neural networks. While these AI-related terminologies are indeed covered, the course offers so much more. It delves into the human impacts of various technological evolutions and encourages introspection on what energizes us and how we spend our time. It explores the ethical considerations of technology, such as the Turing Trap, and introduces design thinking and problem framing. The course fosters a culture of empathy and innovation, focusing on strengths, values, and radical alignment.

This is not 'just' a primer on what AI is and what it can be used for. It's about shaping our mindsets and approaches as educators in an AI-driven world. After all, AI on its own is just a tool. I highly recommend this course to anyone looking to navigate the AI landscape with a human-centered perspective.

JAY | DEBATE DIRECTOR | BELLAIRE HIGH SCHOOL

The program that I participated in does a great job of focusing on developing several skills that are essential for people wanting to successfully use artificial intelligence. The program focuses on more than ChatGPT. ChatGPT is only as effective as the conversation that a person has with it. The program introduces strategies on reasoning which allows the user to develop and refine the conversation that they have with ChatGPT in order to maximize results. The teaching of these skills was great! Presentation of information was clear and easy to implement. This program allows people with no previous experience with AI to become competent users in a short time. The course also allows people with some previous experience to customize their learning experience to develop skills that are most useful for them. As I enter my 39th year I can see the benefits of AI in the classroom as a time saving tool which allows us to pursue things that I have previously not had time to do. I give my highest recommendation to this course.

TESTIMONIAL

NYMA | VICE PRESIDENT CLIENT SERVICES | VIZIO

As a leader at VIZIO, I had been fortunate enough to build a successful team and witness the company's rapid growth. However, with success came challenges. I was used to putting in long hours and working on weekends, but this started to take a toll on my team members, leading to burnout and high turnover.

Desperate to find a solution that would improve our work environment and help me grow as a leader, I was introduced to design thinking by Sabba. Her innovative approach, centered around design thinking, promised to provide me with the tools I needed to create a more collaborative and supportive workplace.

The transformation was nothing short of astounding. Sabba provided us with detailed exercises designed to build trust, foster teamwork, and promote a strong company culture. Implementing these exercises within my team led to an environment where people felt safe, supported, and energized to work together.

The impact of Sabba's approach on our team dynamics was not only visible but also quantifiable. Our strengthened collaboration led to impressive growth and a significant increase in revenue. I am truly grateful for the expertise and guidance that Sabba provided, and I cannot recommend her services highly enough.

If you are seeking to create a technology-driven, collaborative work environment that drives success, look no further than Sabba. Her game-changing approach has made a lasting impact on our team at VIZIO, and I am confident that she can do the same for your business.



Designing Schools

www.designingschools.org

sabba@designingschools.org

714-757-6663



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

THIS AGREEMENT (“Agreement”) is made effective on December 18, 2024 (date) by and between The Art Barn hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

RECITALS

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

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

AGREEMENT

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

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

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

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

- 2. **TERM:** The term of this Agreement shall begin on December 18, 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 \$900.00 --or-- for a lump sum of \$ N/A --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum

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

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

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

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

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

8. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, "Indemnitees") from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:
- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's subconsultant's employees arising out of Consultant's Services under this Agreement; and
 - b. General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by Consultant or any person, firm or corporation employed by the Consultant related to, founded upon or in connection with this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of Indemnitees; and
 - c. Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of Consultant, or any person, firm or corporation employed by Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including Indemnitees, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of Indemnitees.
 - d. Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against Indemnitees on account of or founded upon any of the causes, damages or injuries identified in this Section 9 and shall pay or satisfy any judgment that may be rendered against Indemnitees in any action, suit or other proceedings as a result thereof.
9. **INSURANCE:** During the term of this Agreement, the Consultant shall maintain:
- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. In the event the Consultant/Vendor will be working directly with students, sexual misconduct must be included in the general liability coverage.
 Certificate of General Liability Insurance **and** Additional Insured Endorsement is attached.
 - b. Automobile liability insurance in the following amounts:
\$500,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
\$5,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.
 Certificate of Auto Liability for \$1,000,000 per occurrence is attached. Consultant certifies it will NOT be transporting anyone on behalf of the District. **OR**
 Certificate of Auto Liability for \$5,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.
 - c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer); \$2,000,000 aggregate**
 Certificate of Professional Insurance is attached.
 - d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;
 Certificate of Educators' Legal Liability is attached.
 - e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.
 Workers' Compensation Insurance Certificate is attached, **OR**

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

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

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

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

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

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

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

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

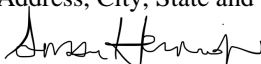
- Specifications/Scope of Work Statement
- Certification by Consultant Criminal Records Check** (required if working with students unsupervised)
- Student Data Privacy Certification (required if using student data)
- W-9 form (company name must be same as the Consultant)
- Purchase Order (will be sent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

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

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

CONSULTANT:

The Art Barn
Name
37225 Goodle Ln., Cherry Valley, CA 92223
Address, City, State and Zip


Signature
Date

(909) 633-0417
Phone Fax

susan@theartbarnstudios.com
Email

DISTRICT:

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

CBO or Director of Fiscal Services Date

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

To the Governing Board of Beaumont Unified School District:

I, Susan Heinrich (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.

Cherry Valley California

Executed at _____, California on 11/20/2024

Date



Signature

Susan Heinrich

Typed or printed name

Owner

Title

37225 Goodie Ln. Cherry Valley CA 92223

Address

909-633-0417

Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

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

Brent Heinrich
Shane Turley
Stephanie Saenz

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



37225 Goodie Lane
Cherry Valley Ca 92223

(909) 633-0417 (Phone)
(909) 633-0417 (Mobile)

theartbarnstudios.com
susan@theartbarnstudios.com
Contents

The Art Barn

s Palm Elementary

Est. 47
Dec 5, 2024

please make check payable to Susan Heinrich	Quantity	Rate	Amount
* All supplies included for step by step paintin on 11x14 canvas. May 23, 2025 5th grade	75	\$12.00	\$900.00
* Indicates non-taxable item			
Thank you for your business.			
		Subtotal	\$900.00
		Tax (8%)	\$0.00
		Total	\$900.00
		Paid	\$0.00
please make check payable to Susan Heinrich			
By check Susan Heinrich			
		Balance Due	\$900.00



BEAUMONT UNIFIED SCHOOL DISTRICT

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

THIS AGREEMENT (“Agreement”) is made effective on December 18, 2024 (date) by and between Abby Rozenberg 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.
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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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 - d. Term of agreement.

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

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

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

8. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, "Indemnitees") from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:
- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's subconsultant's employees arising out of Consultant's Services under this Agreement; and
 - b. General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by Consultant or any person, firm or corporation employed by the Consultant related to, founded upon or in connection with this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of Indemnitees; and
 - c. Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of Consultant, or any person, firm or corporation employed by Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including Indemnitees, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of Indemnitees.
 - d. Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against Indemnitees on account of or founded upon any of the causes, damages or injuries identified in this Section 9 and shall pay or satisfy any judgment that may be rendered against Indemnitees in any action, suit or other proceedings as a result thereof.
9. **INSURANCE:** During the term of this Agreement, the Consultant shall maintain:
- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. In the event the Consultant/Vendor will be working directly with students, sexual misconduct must be included in the general liability coverage.
 Certificate of General Liability Insurance **and** Additional Insured Endorsement is attached.
 - b. Automobile liability insurance in the following amounts:
\$500,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**
\$5,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.
 Certificate of Auto Liability for \$1,000,000 per occurrence is attached. Consultant certifies it will NOT be transporting anyone on behalf of the District. **OR**
 Certificate of Auto Liability for \$5,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.
 - c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer); \$2,000,000 aggregate**
 Certificate of Professional Insurance is attached.
 - d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;
 Certificate of Educators' Legal Liability is attached.
 - e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.
 Workers' Compensation Insurance Certificate is attached, **OR**

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

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

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

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

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

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

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

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

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

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

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

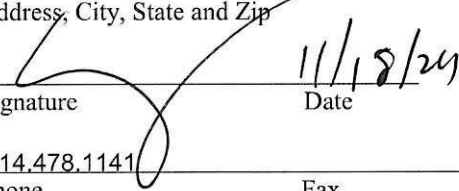
CONSULTANT:

Abby Rozenberg

Name

2900 Bristol St. Suite B 103, Costa Mesa, CA 92626

Address, City, State and Zip



Signature

11/18/24

Date

714.478.1141

Phone

Fax

abbyrozenberg@gmail.com

Email

DISTRICT:

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

CBO or Director of Fiscal Services

Date

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

To the Governing Board of Beaumont Unified School District:

I, Abby Rozenberg (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 Costa Mesa, California on 11-18-29
Date

Signature

Abby Rozenberg
Typed or printed name

CCC - Speech Language Pathologist CA License #8965
Title

2900 Bristol St. Suite B 103, Costa Mesa, CA 92626
Address

714.478.1141
Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

Name of Individual(s)

State if Employee or Sub-Contractor

*Alamy Rozembers
only*

sole proprietor

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

Abby Rozenberg

PhD, CCC-SLP

May 14, 2024

To whom it may concern,

Please find the current rates for the academic year 2024-2025:

Speech and Language Independent Educational Evaluation	\$2300.00
- Review of records, testing (in-person), written report	
- School observation (virtual or in-person) or teacher input	
- Review of findings with parent, if requested	
- IEP attendance included (up to 2 hours)	
- Travel to school beyond 25 miles is billed at \$150/hr	

Thank you for your consideration,
Abby Rozenberg, PhD
CCC-Speech Language Pathologist
CA License #8965

**2900 Bristol Street, Suite B 103
Costa Mesa, CA 92626
(714) 478-1141**



SUPPORTING INCLUSIVE SERVICES FOR YOUNG LEARNERS COLLABORATIVE AGREEMENT

THIS COLLABORATIVE AGREEMENT (“AGREEMENT”) is entered into by and between the Renu Hope Foundation (hereinafter “RHF”), Desert Preschool Academy, a subcontractor of RHF, (hereinafter DPA), and Beaumont Unified School District, a California municipal corporation, (hereinafter “DISTRICT”) and is based on the following representations and statements of purpose (collectively “Parties” and each a “Party”).

- A. WHEREAS, all parties share a common interest in providing inclusive educational opportunities for young children and
- B. WHEREAS, there is a recognized need for collaborative services to assure quality programs and maximize services through joint utilization of resources so that children in need of special education or special education and related services receive appropriate services for which they are eligible;
- C. WHEREAS, the AGREEMENT will serve as an understanding of the roles, responsibilities, and services to be provided by DISTRICT, RHF, and DPA; and

NOW, THEREFORE, the Parties mutually agree as follows:

I. SCOPE OF SERVICE

The purpose of this agreement is to provide guidance and clearly identify the roles and responsibilities of each party as it relates to the delivery of services for children enrolled in the RHF, and RHF-funded DPA programs and DISTRICT.

II. DUTIES AND RESPONSIBILITIES

a. DISTRICT responsibilities under this agreement:

- i. Locate, screen, evaluate, and identify, per IDEA and California Education Code, all children birth through 21 years old residing within their boundaries, who may have a disability.
- ii. Provide a free and appropriate public education through the provision of special education services to all eligible children, as determined by the multidisciplinary team and as described in their Individualized Education Program (IEP).
- iii. Make the IEP accessible to each RHF and DPA teacher who has the responsibility for implementing IEP goals, while assuring procedural safeguards and confidentiality of information are provided to eligible children and their parents.

- iv. Facilitate the transition of eligible children between the preschool program and the K-12 system.
- b. RHF and DPA responsibilities under this agreement:
- i. Recruit, enroll, and serve eligible children.
 - ii. Refer children suspected of having a disability to the DISTRICT.
 - iii. Ensure the completion of screening/assessments (developmental, medical, dental, and nutritional) not performed by the local education agency as part of the process for determining if a disability may be present.
 - iv. Collaborate with DISTRICT in the multidisciplinary evaluation, IEP development, and implementation of portions of the IEP identified for RHF and DPA, the IEP annual review, and the transition process.
 - v. Maintain procedural safeguards, including confidentiality of records, for all children with disabilities and their parents.
 - vi. Offer a support system for families of children with disabilities through training, information, follow-up assistance, assistance in transition from one program to the next, and social support.
 - vii. Provide appropriate space at the RHF location for DISTRICT staff to provide special education services within the classroom environment and adequate space for individual and small group pull-out services.
 - 1. Location: 874 Beaumont Avenue, Beaumont, CA 92223.
- c. Areas for Collaboration and Cooperation:
- i. Developing and implementing a systematic procedure for receiving records regarding such children, transferred with parental consent, or where applicable, another early childhood education program.
 - ii. Communication: Establish and maintain regular and ongoing communication between DISTRICT, DPA, and RHF. Establish clear channels of communication between school staff and their counterparts to facilitate the coordination of programs.
 - iii. Conduct meetings involving parents, DISTRICT teachers or staff, and DPA teachers or staff to discuss the developmental and other needs of individual children.
 - iv. Eligibility: Eligibility determination must be made by a multidisciplinary team. The team shall include parents, the child's regular education teacher, at least one special education teacher, a representative of the public agency who is qualified to provide or supervise the provision of specially designed instruction, an individual who can interpret evaluation results, and, at the discretion of the parents or agency, other individuals who have knowledge or special expertise regarding the child.
 - v. Referral Process: RHF and DPA must refer any child suspected of having a disability to DISTRICT for evaluation when concerns about a child's development are identified by parents or by RHF or DPA staff

during screening or ongoing assessment. Referring agency shall obtain parent permission before referring a child.

- vi. Program Options: DISTRICT, DPA, and RHF will collaborate to jointly provide various options in the placement of children with disabilities. Local service arrangements may include placement in RHF or DPA program with DISTRICT-provided special education services, dual placement in both DISTRICT and RHF programs, contracts for services, and other cooperative arrangements.
- vii. Transitions: Transition meetings should begin prior to the child entering kindergarten. All information shared in this process shall conform to the confidentiality and legal requirements.
- viii. In-Service: DISTRICT, DPA, and RHF can include each other's personnel in in-service training activities whenever possible and appropriate.
- ix. Shared Resources: RHF, DPA, and DISTRICT will share resources, training, and technical assistance services, which may include cooperative resource libraries, instructional resources, materials, etc.

III. GENERAL PROVISIONS

a. EFFECTIVE PERIOD

- i. This AGREEMENT shall be effective beginning December 18, 2024, and ending June 30, 2025.

b. ALTERATION OF TERMS AND ENTIRE AGREEMENT

This AGREEMENT, including any attachments or exhibits, constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications. No addition to, or alteration of, the terms of this AGREEMENT, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this AGREEMENT, which is formally approved and executed by the Parties.

c. AMENDMENTS

In the event that one of the Parties desires to amend the terms of this AGREEMENT, the Parties will comply with the terms of this AGREEMENT until such time as the amendment is presented in writing and approved by authorized representatives of all Parties.

d. TERMINATION

This AGREEMENT may be terminated by any of the Parties by giving 30 days written notice by certified mail of intention to terminate, such period beginning upon receipt of notice, and may be terminated for cause, such as a willful and/or material breach of the AGREEMENT by either party by giving five (5) days written notice of intention to terminate by certified mail.

e. NOTICES

All notices, claims correspondence, reports, and/or statements authorized or required by this AGREEMENT shall be addressed as follows:

RHF: RENU HOPE FOUNDATION
802 Beaumont Avenue
Beaumont, CA 92223

DPA: DESERT PRESCHOOL ACADEMY
77570 Springfield Lane, Suite N
Palm Desert, CA 92211

DISTRICT: Beaumont Unified School District
Attention: Special Education Department
P.O Box 187
350 Brookside Avenue
Beaumont, CA 92223

Unless the persons or addresses are otherwise identified by notice given in the manner specified by this paragraph, all notices shall be deemed effective when they are reduced to writing and deposited in the United States mail, postage prepaid, and addressed as above. Any notices, correspondences, reports, and/or statements authorized or required by this AGREEMENT addressed in any other fashion shall not be acceptable.

f. CONFIDENTIALITY

DISTRICT, DPA, and RHF shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this AGREEMENT in accordance with all applicable Federal, State, and local laws and regulations. DISTRICT, DESERT PRESCHOOL ACADEMY, and RENU HOPE FOUNDATION will ensure that names, addresses, phone numbers, and any other individually identifiable information concerning persons receiving services pursuant to this AGREEMENT are kept confidential.

DISTRICT, DPA, and RHF shall maintain the confidentiality of all records concerning persons receiving services pursuant to this AGREEMENT that it maintains, receives, or sends. Records include, but may not be limited to, claims that include individual identifying client information, individually identifiable health records and information, and/or Management Information System records. DISTRICT, DPA, and RHF shall have reasonable safeguards in place to prevent unauthorized access to such records.

DISTRICT, DPA, and RHF shall require all its officers, employees, and agents providing services hereunder to acknowledge the understanding of the agreement to fully comply with such confidentiality provisions.

Each Party shall indemnify and hold harmless the other Party and its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any unauthorized disclosure of any records or other identifying information concerning persons receiving services pursuant to this AGREEMENT.

RHF and DPA agree to maintain the confidentiality of all criminal and law enforcement information in accordance with all applicable Federal, State, and local laws and regulations. RHF and DPA will ensure that names, addresses, phone numbers, and any other individually identifiable information concerning criminal violations and related law enforcement activities they may be receiving are kept confidential. RHF and DPA will not divulge DISTRICT confidential information to any unauthorized person. RHF and DPA shall indemnify and hold harmless DISTRICT and its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any unauthorized disclosure of any records or other individually identifiable information concerning criminal violations and related law enforcement activities.

IV. MISCELLANEOUS PROVISIONS

- a. SEVERABILITY: If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- b. INDEPENDENT PARTNERS: It is understood and agreed that RHF, DPA, and DISTRICT are each an independent entity and that no relationship of employer-employee exists between the Parties hereto. Neither Party shall be responsible for the payment of any compensation or benefits for any employees of the other Party. DISTRICT shall not be entitled to any benefits payable to employees of the County of Riverside or RHF, including County Workers' Compensation Benefits. RHF shall not be entitled to any benefits payable to employees of the DISTRICT, including County Workers' Compensation Benefits. RHF and DPA shall pay all wages, salaries, and other amounts due to any employees of RHF or DPA in connection with their performance of under this Agreement and as required by law. RHF and DPA will be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- c. INSURANCE-INDEMNIFICATION: Each Party shall defend, indemnify, and hold harmless the other Parties, its elected officials, officers, agents, and employees, from and against any and all claims, demands, judgments, or liabilities whatsoever, including wrongful death, arising from any and all negligent acts or omissions of the indemnifying party and its elected officials,

officers, agents, and employees when acting pursuant to the terms of this AGREEMENT. Without limiting such indemnification, each Party shall maintain, at its sole cost and expense, the following insurance policies evidencing coverage during the entire term of the AGREEMENT:

- i. **General Liability (GL):** 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.
- ii. X ___ Certificate of General Liability Insurance and Additional Insured Endorsement is attached;
OR
_____ Proof of Coverage for general liability
- iii. **Auto Liability:** \$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 \$500,000 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;
OR
_____ Proof of Coverage for individual auto liability;
OR
_____ Proof of Coverage for auto liability
- iv. **Professional Liability:** in an amount not less than \$1,000,000, if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer);
_____ Certificate of Professional Insurance is attached.
- v. **Cyber Liability:** A minimum of \$1,000,000.00, \$2,000,000.00 aggregate 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 VENDOR 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.

- vi. **Workers' Compensation:** statutory coverage as required by the State of California and including Employers' Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident;

X _____ Workers' Compensation Insurance Certificate (for employers with one or more employees)

_____ Sole Proprietor /No Workers' Compensation Insurance -
VENDOR 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.

- vii. **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.

- d. **JURISDICTION, VENUE, ATTORNEY'S FEES:** This AGREEMENT is to be construed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this AGREEMENT, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

SIGNATORIES

RHF, DPA, and DISTRICT mutually agree to fully and faithfully perform all applications set forth in this AGREEMENT. All parties agree to have their duly authorized signatories sign this AGREEMENT.

BEAUMONT UNIFIED SCHOOL DISTRICT (DISTRICT)

Signed: _____
Carmen Ordonez
Director of Fiscal Services

Date: _____

RENU HOPE FOUNDATION (RHF)

Signed: _____
Name: Saovaros Diehl-Hope
Title: CEO

Date: _____

DESERT PRESCHOOL ACADEMY (DPA)

Signed: _____
Name: Veronica Martinez
Title: Executive Director

Date: _____



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

THIS AGREEMENT (“Agreement”) is made effective on December 18, 2024 (date) by and between The Art Barn hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

RECITALS

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

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

AGREEMENT

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

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

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

- 2. **TERM:** The term of this Agreement shall begin on December 18, 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 \$10,600.00 --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.
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:

The Art Barn Susan Heinrich
Name

37225 Goodie Lane Cherry Valley CA 92223

Zip



11/15/2024

Signature

Date

909-633-0417

Phone

Fax

susan@theartbanstudios.com

Email

DISTRICT:

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

CBO or Director of Fiscal Services

Date

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

To the Governing Board of Beaumont Unified School District:

I, Susan Heinrich (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 

Susan Heinrich

Typed or printed name

Owner

Title

37225 Goodie Ln. Cherry valley CA 92223

Address

909-633-0417

Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

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

Brent Heinrich
Shane Turley
Stephanie Sawnz

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



ESTIMATE

The Art Barn

37225 Goodie Lane
Cherry Valley Ca 92223

(909) 633-0417 (Phone)
(909) 633-0417 (Mobile)
theartbarnstudios.com
susan@theartbarnstudios.com
Contents

For Starlight

Estimate Num
Date

58
Nov 4, 2024

please make check payable to Susan Heinrich	Quantity	Rate	Amount
* All supplies included for step by step painting on 11x14 canvas. School event	880	\$12.00	\$10,560.00
* Indicates non-taxable item			
Thank you for your business.			
		Subtotal	\$10,560.00
		Tax (8%)	\$0.00
		Total	\$10,560.00

Vendor/Consultant Services Agreement

This Vendor/Consultant Services Agreement (“Agreement”) is made between the Beaumont Unified School District (“District”), and RIVERSIDE MEDICAL CLINIC CHARITABLE FOUNDATION (“Vendor”), and collectively known as “Parties.”

RECITALS

WHEREAS, Vendor is customarily engaged in an independently established trade, business, or profession; the services, projects, or tasks completed by Vendor are those that are outside the usual work of District; and Vendor is free from the control and direction of District in connection with the performance of the services and project described in Article 1 hereof; and

WHEREAS, District requires the services described in Article 1 hereof; and

THEREFORE, District and Vendor mutually agree as follows:

Article 1. Services to be provided by Vendor

Vendor will render the specific services or complete the specified project or task requested by District described herein **AND** attached as Exhibit A – Scope of Services (“Services”):

Vendor to provide Ripple Effect presentations and classes to develop anti bullying strategies,
promote kindness on campus, and promote overall improved mental health strategies at BUSD schools

Article 2. Compensation

1. District shall compensate Vendor for the specified services, projects, or tasks completed, described in detail above and as in Exhibit A, in an amount not to exceed \$ NO COST (“Fees”).

2. No additional compensation will be provided unless agreed to in writing by District.

3. District will not withhold Federal or State income tax deductions from payments made to Vendor under this Agreement. If applicable, District will provide Vendor with a statement of earnings.

For services rendered, the Vendor must submit to the District an itemized invoice, *referencing the contract number (e.g. C-1001111)*, describing services provided. District will pay Vendor after receipt of an invoice, net 30 days, for the aforementioned Fees, following Vendor’s full performance of the Services set forth in article 1

Article 3 Duration

The term of this Agreement shall commence January 1, 2025 and terminate on JUNE 30, 2028

The relationship between District and Vendor shall only last during this specified time frame. Vendor maintains the right to continue to make his/her services available to the general public, and provide services to multiple entities/firms during the term of this Agreement.

The parties understand that time is of the essence. Upon a showing of good and sufficient cause by Vendor, District may, in its sole discretion, grant an extension of time as it may deem advisable. However, District shall not pay Vendor any additional compensation if such an extension is granted, unless Vendor performs additional services and the compensation is determined by the District and Vendor in writing as an amendment per Article 7.

Article 4. Independent Contractor Status

Vendor will perform said services in his/her own way and as an independent contractor in the pursuit of his/her independent calling and not as an employee of District. Vendor has the right to control the performance of his/her work and may determine the sequence of tasks to be completed. To confirm its status as an independent contractor under current law, Vendor represents to the District as follows: [*Check as applicable*]

Vendor will be providing professional services as set forth above as Services, and (i) maintains a separate business location, (ii) maintains a business license/professional service license or certification, (iii) establishes its own hours for work, and (iv) is regularly engaged in such professional services.

Vendor is providing “business to business” services where Vendor is (i) a separate business entity (ii) holds and maintains all required business licenses, certificates, and similar, and (iii) does not require a California contractor’s license to provide the Services set out in this Agreement.

Vendor may engage the assistance of assistants to aid him/her in completing the project for District. Any assistants used to satisfy the project shall comply with Article 5 and 8, below. Vendor shall, and represents that s/he will, properly classify his/her assistant(s) as employees or independent contractors pursuant to Labor Code section 2750.3 and corresponding federal provisions for the term of this Agreement. Vendor and his/her assistants will supply his/her/their own tools and materials to complete the specified project. Vendor and his/her assistants are not entitled to employment benefits from District. The parties intend for this Agreement to serve as an independent contractor agreement.

Article 5. Background/Fingerprinting Provision

With respect to this Agreement, and in order to comply with the criminal background check requirements of California Education Code section 45125.1, Vendor hereby certifies to the District that it has conducted criminal background checks, through the California Department of Justice, of all of its officers, agents, employees, or subcontractors that will be on any District campus, site, or property pursuant to and in accordance with this Agreement, and Vendor certifies that none of its officers, agents, employees, or subcontractors have been convicted of or have an arrest pending final adjudication for any a violent felony listed in California Penal Code Section 667.5(c) or a serious felony listed in California Penal Code Section 1192.7(c). When Vendor performs a criminal background check of any of its officers, agents, employees, or subcontractors, Vendor shall immediately provide the District with any subsequent arrest and/or conviction information that it receives from the California Department of Justice.

In addition, the District may require the Vendor to submit to the District’s criminal background check procedures at Vendor’s sole cost.

Additionally, Transportation Vendors are required to comply with Education Code section 49406, Examination for Tuberculosis requirements. Vendor must provide to the District a certificate from the examining physician showing the Vendor, its officers, agents, employees, or subcontractors have been examined and found free from active tuberculosis.

Article 6. General Provisions

1. Vendor shall comply with all Federal, State, and local laws applicable to such Services.
2. Vendor represents that he/she has the skills, experience, and knowledge necessary to perform the services agreed to be performed under this Agreement; Vendor represents that he/she has received training in the business or profession of the type for which District has hired him/her to perform and has integrated such training into his/her personal business; and Vendor understands the District has relied upon the representations of Vendor that he/she has the skills, experience, and knowledge to perform the services required by this Agreement in a competent manner. Vendor understands that the scope of the services required to be performed under this Agreement is limited to the project or task described in Article 1 and Exhibit A. Vendor understands that he/she is free from the control and direction of District in completing the task or project, but warrants that he/she will faithfully and diligently perform the services hereunder. Vendor shall employ, as a minimum, generally accepted standards of practices employed by persons engaged in providing similar services in existence at the time of the performance of the obligations hereunder.

Article 7. Amendments to the Agreement

This Agreement may be amended by the mutual written consent of the Parties. This Agreement shall not be modified by any Party by oral representation made before or after the execution of this Agreement. All modifications must be in writing via a formal amendment and signed by the Parties.

Article 8. Assignment

Notwithstanding Article 5, this Agreement may not be assigned or subcontracted by either Party without the consent of both Parties.

Article 9. Governing Laws

This Agreement is governed by the laws of the United States of America and the State of California, including, but not limited to, the applicable provisions of the California Government, Education, and Labor Codes, as well as the Americans with Disabilities Act (“ADA”), all of which are incorporated herein by this reference. Any dispute shall be handled through a court of law based in Riverside County, California, and not through arbitration, unless agreed to by both Parties.

Article 10. Precedence

The terms outlined in this Agreement take precedence over any other agreement between the District and Vendor for the services outlined in this Agreement.

Article 11. Ownership of Materials

Any and all documents, or materials prepared or caused to be prepared by Vendor under this Agreement for purposes of the service, project, or task shall be delivered to the District, and upon payment of the Fees by District shall become the property of the District. Vendor maintains ownership of his/her personal tools and materials brought to District used for purposes of completing services under the Agreement.

Article 12. Indemnification

To the maximum extent permitted by law, Vendor agrees to defend, indemnify, and hold harmless District, its board members, officers, agents, employees, and/or authorized volunteers from any and all claims, demands, losses, damages, and expenses, including reasonable attorney fees and legal costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising from or out of all acts or omissions the Vendor or from its provision of Services hereunder, or those activities, actions, or omissions of any of its officers, agents, employees, or subcontractors of Vendor, whether such act or omission is authorized by this Agreement or not. Vendor shall also pay for any and all damage to the Real and Personal Property of the District, or loss or theft of such Property, done or caused by the acts or omissions of such persons. District assumes no responsibility whatsoever for any property placed on District premises by Vendor, Vendor’s agents, employees, or subcontractors. Vendor further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence or willful misconduct of the District or any of its officers, agents, employees, and/or volunteers. The requirements of this provision shall survive the expiration and/or termination of this Agreement.

Vendor intends to be classified as an independent contractor, and agrees and understands that if a finding is made that District intentionally or unintentionally misclassified Vendor and/or his/her assistants as an independent contractor, the District will not be held liable for any claims, damages, losses, backpay, overtime pay, fines, or expenses related to Vendor’s and/or his/her assistant(s) employee status. Vendor agrees to assume full responsibility for any and all claims, damages, losses, backpay, overtime pay, fines, or expenses related to any potential misclassification of Vendor and/or his/her assistant(s). Vendor agrees to indemnify and hold harmless District from any and all claims of misclassification as an independent contractor.

Unless agreed to by written amendment, Article 12 shall be the sole indemnification clause between the Parties.

Article 13. Minimum Insurance Requirements

Vendor shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement, or other equivalent coverage that has been deemed acceptable under general standards in Vendor’s profession or business and as approved by District. Should Vendor maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements, those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits

of insurance and coverage in all articles of this Agreement. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Vendor's obligations to indemnify and hold harmless the indemnitees herein from third party claims.

1. Commercial General Liability, using a standard ISO CG 00 01 occurrence form, including operations, products, and completed operations and contractual liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate, and \$2,000,000 Products - Completed Operations Aggregate (Comp/Op Agg) for bodily injury, personal injury, and property damage.
 - a. The Commercial General Liability Coverage shall include the following endorsements:
 - (i) The District, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement;"
 - (ii) A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents, and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement;"
 - (iii) A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents, and employees or a blanket primary, non-contributory endorsement applicable "when required by written contract or agreement."
 - b. The Commercial General Liability Coverage shall not include the following endorsements: Amendment of Contractual Liability, Total Pollution Exclusion, Cross Suits Liability Exclusion
2. Automobile Liability, using a standard ISO Business Auto CA 00 01 form with limits not less than \$1,000,000 per accident for bodily injury and property damage for all owned, hired, and non-owned automobiles. Coverage shall include Contractual Liability. The Business Auto coverage shall include the following endorsements:
 - a. The District, its Board, officers, agents, and employees shall be included as Designated Insureds or a blanket additional insured endorsement applicable "when required by written contract or agreement;"
 - b. A Waiver of Subrogation endorsement, as specified in Article 13, Paragraphs 1(a)(ii);
 - c. A Primary, Non-contributory endorsement, as specified in Article 13, Paragraphs 1(a)(iii).
3. Workers' Compensation including statutory coverage as required by the State of California and including Employers' Liability with limits not less than \$1,000,000 each accident; \$1,000,000 policy limit bodily injury by disease; \$1,000,000 each employee bodily injury by accident.
 - a. The Workers' Compensation coverage shall include a Waiver of Subrogation endorsement, as specified in Article 13, Paragraphs 1(a)(ii);
 - b. If Vendor is using a professional employer organization or any other type of staffing company to sub-contract employees, Vendor must notify and seek approval from the Purchasing Department of the District before the execution of this Agreement.
4. Umbrella or Excess Liability coverage with limits not less than \$1,000,000 excess over the Commercial General Liability, Automobile Liability, and Employer's Liability. The Umbrella or Excess Liability coverage shall include all endorsements required under Article 13, Paragraphs 1(a)(i), 1(a)(ii), and 1(a)(iii).
5. If Vendor has access to or will be receiving any personal or private information about the District or its students, personnel, or parents, or any other third party:
 - a. Cyber Liability Insurance with limits not less than \$2,000,000 for each occurrence or event with an annual aggregate of \$2,000,000.
 - b. The policy shall minimally cover claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.
 - c. The policy shall protect the District for breach response costs as well as regulatory fines and penalties with a limit that equals not less than \$200 per student in the aggregate.
6. If Vendor is performing a professional service, Vendor must provide professional liability insurance, or the equivalent to his/her specific field (such as medical malpractice, errors and omissions, etc.), with limits not less than \$1,000,000 for each claim or event with an annual aggregate of \$1,000,000.
7. If Vendor will be in contact with students, Vendor must provide sexual misconduct insurance, with limits not less than \$2,000,000 for each claim or event with an annual aggregate of \$2,000,000. The Sexual Misconduct Liability coverage shall include all the endorsements required under Article 13, Paragraphs 1(a)(i), 1(a)(ii), and 1(a)(iii).
8. Should any of the insurance policies contain either a deductible or self-insured retention, the Vendor shall solely be

responsible to pay that deductible or self-insured retention.

9. Should any required insurance policies be canceled, non-renewed or if the Vendor fails to renew, Vendor shall provide notice of such cancellation immediately to the District.
10. All insurance policies as required in this article shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A VII.
11. Certificates of Insurance Coverage shall be filed by Vendor with the District evidencing all of the insurance coverages required in this article at the time this Agreement is executed. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered a material breach of contract by Vendor under which the District may immediately terminate this Agreement. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

Article 14. Material Breach of Contract

In the event Vendor fails to deliver the product and services as contracted for herein, to the satisfaction of the District or otherwise fails to perform any provisions of this Agreement, the District, after providing five (5) days written notice and Vendor's failure to cure such breach, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and/or services from payment due the Vendor. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

Article 15. Termination

1. District may terminate this Agreement, with or without cause, at any time by giving ten (10) days' written notice of termination to Vendor. In the event such notice is given, unless otherwise indicated by the District, Vendor shall cease immediately all work in progress. If the District terminates without cause, the District shall pay the Vendor for services rendered through the date of District's termination notice.
2. Vendor may terminate this Agreement, with cause, at any time by giving thirty (30) days' written notice of termination to the District.
3. Upon termination of this Agreement by either Vendor or District, all property belonging exclusively to District, which is in Vendor's possession, shall be returned to District, and all property belonging exclusively to Vendor, on District property, shall be returned to Vendor.

Article 16. Force Majeure

If the performance of any act required of District or Vendor is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, pandemics, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, that party shall be excused from performing that act for the period of time equal to the period of time of the prevention or delay. In the event District or Vendor claims the existence of such a delay, the party claiming the delay shall notify the other party in writing of that fact within ten (10) calendar days after the beginning of any such claimed delay.

Article 17. Authority

Vendor represents and warrants that Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Article 18. Non-Discrimination and Equal Employment Opportunity

Vendor represents and agrees that it does not and shall not discriminate against any employee, assistant, or applicant for employment because of race, religion, color, sex, or national origin.

Article 19. Severability

If by operation of law, order of a court of competent jurisdiction, or other reason, it is determined that any Section, Subsection, clause, or other provision of this Agreement is illegal, null, void, invalid, unenforceable, or in violation of public policy, the remaining Sections, Subsections, clauses and other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect, to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the Parties.

In WITNESS WHEREOF, the parties have executed this Agreement in Beaumont, CA on the day and year as follows:

For: RIVERSIDE MEDICAL CLINIC CHARITABLE FOUNDATION I
Vendor Name

By: *Krystle Joseph*
Authorized Signer
Krystle Joseph
Printed/Type Name
Executive Director
Title
12/02/2024
Date

For Beaumont Unified School District

By: _____
Name Carmen Ordonez
Title Director of Fiscal Services

Date


Riverside Medical Clinic Charitable Foundation (Ripple Effects)

Final Audit Report

2024-12-03

Created:	2024-12-03
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAawkUGqThjnI9pSdzdWEB3cGICZRslX62

"Riverside Medical Clinic Charitable Foundation (Ripple Effects)" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)
2024-12-03 - 0:10:41 AM GMT- IP address: 204.100.121.1
-  Document emailed to Krystle Joseph (krystle@rmccharity.org) for signature
2024-12-03 - 0:11:13 AM GMT
-  Email viewed by Krystle Joseph (krystle@rmccharity.org)
2024-12-03 - 0:12:03 AM GMT- IP address: 47.46.97.190
-  Document e-signed by Krystle Joseph (krystle@rmccharity.org)
Signature Date: 2024-12-03 - 0:13:07 AM GMT - Time Source: server- IP address: 47.46.97.190
-  Agreement completed.
2024-12-03 - 0:13:07 AM GMT





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

THIS AGREEMENT (“Agreement”) is made effective on December 18, 2024 (date) by and between Kyle's Cartoon Platoon 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 December 18, 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 \$750.00 --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.
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:

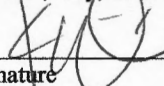
In signing this Agreement, the District representative acknowledges that he/she has no direct or indirect financial interest in the Consultant, nor does he/she have any knowledge of any District employee involved in selection of the Consultant having any direct or indirect financial interest in the Consultant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

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

CONSULTANT:

Kyle's Cartoon Platoon
Name

12421 Ragweed St., San Diego, CA 92129
Address, City, State and Zip

 Nov 3 24
Signature Date

858.254.5883
Phone Fax

Kyle@DrawAlong.TV
Email

DISTRICT:

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

_____ Date
CBO or Director of Fiscal Services

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

To the Governing Board of Beaumont Unified School District:

I, Kyle Tiernan (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 Kyle's House, California on Nov 3 2024
Date

[Signature]
Signature

Kyle Tiernan
Typed or printed name

CEO
Title

12421 Ragweed St SD CA 92129
Address

858 254-5883
Telephone

*NO employees.
Sole prop. ☺

EXHIBIT "B"

List of Individuals Who May Come in Contact with Pupils

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

Kyle Tiernan is a sole proprietor with no employees. Any and all contact Kyle Tiernan may have with pupils will be supervised directly by teachers/district staff members present during the assemblies. Such interactions typically include Kyle giving a pupil a "high five" and saying such comments as "Great job on your artwork;" referencing the artwork which the pupil created during this draw-along school assembly.

BEAUMONT UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

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

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

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

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

PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT

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

BEAUMONT UNIFIED SCHOOL DISTRICT



BOARD OF TRUSTEES

Mrs. Susie Lara
President

Mrs. Melissa Williamson
Vice President

Mr. Jeff Brown
Clerk

Mr. Shawn Mitchell
Member

Mr. David Sanchez
Member

ADMINISTRATION

Mrs. Mays Kakish
Superintendent

Mrs. Jennifer Castillo
Assistant Superintendent
Human Resources

Dr. Ebon Brown
Assistant Superintendent
Instruction & Support Services

Mr. Sergio San Martin
Chief Business 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:	Draw Along Assembly
SCHOOL SITE/LOCATION OF EVENT:	Sundance Elementary
DATE & TIME:	Feb 26th @ 8:30
CONSULTANT/VENDOR NAME AND CONTACT INFORMATION:	Kyle's Cartoon Platoon - 12421 Ragweed St San Diego CA 92129
EVENT/ACTIVITY SPONSOR (District, Club, etc.)	PROP 28 Funds
CIVIC PERMITS ID#	

CONSULTANT/VENDOR SIGNATURE (PRESIDENT/AUTHORIZED SIGNER)

Kyle Tiernan

PRINTED NAME & TITLE

NOV 1, 2024

DATE

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

Phone: (951)845-1631

www.beaumontusd.us

Kyle's Cartoon Platoon
(858) 254-5883
12421 Ragweed Street
San Diego, CA 92129
United States

Billed To
Sundance Elementary
1520 E 8th Street
Beaumont CA 92223

Date of Issue
02/26/2025

Due By
02/26/2025

Quote
006631

Amount Due (USD)
\$700.00

Description	Rate	Qty	Line Total
School Assembly One 48 minute, fully interactive draw along ART assembly teaching California Standards for Visual Arts (and even a couple Common Core Math Standards!) starting right on time at 8:30am!	\$700.00	1	\$700.00
	Subtotal		700.00
	Tax		0.00
	Total		700.00
	Amount Paid		0.00
	Amount Due (USD)		\$700.00



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

THIS AGREEMENT (“Agreement”) is made effective on December 18, 2024 (date) by and between The Art Barn hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

RECITALS

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

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

AGREEMENT

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

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

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

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

- 2. **TERM:** The term of this Agreement shall begin on December 18, 2024 and terminate automatically on June 13, 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 \$6,984.00 --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.
- 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:

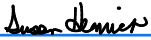
In signing this Agreement, the District representative acknowledges that he/she has no direct or indirect financial interest in the Consultant, nor does he/she have any knowledge of any District employee involved in selection of the Consultant having any direct or indirect financial interest in the Consultant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

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

CONSULTANT:

The Art Barn
Name

37225 Goodle Ln, Cherry Valley, CA 92223
Address, City, State and Zip

 11/18/2024
Susan HlHeinrich (Nov 18, 2024 08:34 PST)
Signature Date

909-633-0417
Phone Fax

susan@theartbarnstudios.com
Email

DISTRICT:

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

CBO or Director of Fiscal Services Date

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



37225 Goodie Lane
Cherry Valley Ca 92223

(909) 633-0417 (Phone)
(909) 633-0417 (Mobile)
theartbarnstudios.com
susan@theartbarnstudios.com
Contents

ESTIMATE

The Art Barn

For Tournament Hills Elementary

Estimate Num
Date

58
Nov 5, 2024

please make check payable to Susan Heinrich

Quantity

Rate

Amount

* All supplies included for step by step painting
on 11x14 canvas.

582

\$12.00

\$6,984.00

* Indicates non-taxable item

Thank you for your business.

Subtotal

\$6,984.00

Tax (8%)

\$0.00

Total

\$6,984.00







The Art Barn (THE) 12-17-2024

Final Audit Report

2024-11-18

Created:	2024-11-18
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvfhQloPtZXqf5ajeittNfqbfFlae9wCh

"The Art Barn (THE) 12-17-2024" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)
2024-11-18 - 4:20:08 PM GMT- IP address: 204.100.121.1
-  Document emailed to susan@theartbarnstudios.com for signature
2024-11-18 - 4:21:45 PM GMT
-  Email viewed by susan@theartbarnstudios.com
2024-11-18 - 4:32:51 PM GMT- IP address: 74.125.209.38
-  Signer susan@theartbarnstudios.com entered name at signing as Susan hlHeinrich
2024-11-18 - 4:34:27 PM GMT- IP address: 104.28.85.108
-  Document e-signed by Susan hlHeinrich (susan@theartbarnstudios.com)
Signature Date: 2024-11-18 - 4:34:29 PM GMT - Time Source: server- IP address: 104.28.85.108
-  Agreement completed.
2024-11-18 - 4:34:29 PM GMT

Catalina Environmental Leadership Program (CELP) Agreement
Catalina Island Camps, Inc

Mailing Address:

707 W. Woodbury
Ste F
Altadena, CA 91001
Phone (626) 296-4040
Fax (626) 794-1401
E-mail: info@celp.net

Site Address:

Howlands Landing
P.O. Box 5083
Two Harbors, CA 90704

PROGRAM AGREEMENT

This Catalina Environmental Leadership Program Agreement (this "Agreement"), dated as of December 20, 2024 (the "Agreement Date") is entered into by and between Beaumont Unified School District ("Group") and Catalina Island Camps, Inc. ("CIC").

WHEREAS, CIC operates the Catalina Environmental Leadership Program ("CELP Program") at the camp site located at Howlands Landing, Catalina Island, California ("Camp"); and

WHEREAS, Group desires to participate in CELP on the dates set forth herein and upon the terms and conditions set for the below.

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

1. **PROGRAM DATES:** The program dates for Group's participation in the CELP Program (the "Program Dates") shall be Monday, February 24, 2025 (the "Arrival Date") through Wednesday, February 26, 2025 (the "Departure Date").
2. **SCHOOL PARTICIPANTS:**
 - (a) Minimum Enrollment. Group must enroll at least ten (10) students and two (2) adult chaperones ("Chaperones") in order to participate in the CELP Program.
 - (b) Activity Groups. CIC will assign students to CELP Activity Groups ("Activity Groups") of no more than fifteen (15) students per group, with one (1) designated Chaperone per Activity Group.
 - (c) Group Leader. In addition to the Chaperones designated to Activity Groups, Group must designate one (1) additional Chaperone for the CELP Program as the Group leader ("Group Leader") who will be available to supervise students but will not be assigned to any particular Activity Group.
 - (d) Chaperone Requirements. Group must enroll only one (1) Chaperone per Activity Group, in addition to the Group Leader.
 - (e) Estimated Participants. As of the Effective Date (as defined below), the number of estimated students and Chaperones that Group will enroll for the Program Dates is: 120 students and 9 Chaperones (collectively, the "Estimated Participants").
3. **PROGRAM COSTS:**
 - (a) Program Fees. Group shall pay CIC the following rates for the CELP Program (the "Program Fees"): (i) \$326.00 per student participant; (ii) \$163.00 for the Group Leader; (iii) \$163.00 for the first Chaperone assigned to each Activity Group; and (iv) \$326.00 for any additional Chaperones.
 - (b) Transportation Charges. Group shall pay CIC for boat transportation arranged by CIC for Group participants from the Los Angeles mainland to Catalina Island and back to the mainland at the pass through rate that CIC is charged by Catalina Express (or another provider) (collectively, the "Transportation Fees").

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

(a) **Hold Period.** CIC shall hold space in the CELP Program for the Estimated Participants of Group during the Program Dates for no longer than thirty (30) days after the Agreement Date (the "Hold Period"). If Group does not deliver to CIC a signed copy of this Agreement (including confirmation of the number of Estimated Participants) together with the full Deposit (as defined below) within the Hold Period, then this Agreement shall have no further force and effect and CIC shall have no obligation to continue to hold space in the CELP Program for Group.

(b) **Payments.** To secure Group's enrollment in the CELP Program, Group shall pay CIC non-refundable payments as follows by check or wire transfer of immediately available funds:

Initial Deposit: Ten percent (10%) of the total estimated cost of the CELP Program due at the time of execution of this Agreement by Group. Your initial deposit is \$4,058.70.

Second Deposit: Thirty percent (30%) of the total estimated cost of the CELP Program due on or by January 15th of the year in which the CELP Program will take place for Spring Contracts or August 1st of the year in which the CELP Program will take for Fall Contracts. Your second deposit is \$12,176.10.

Final Payment: CIC shall deliver to Group an invoice for the balance of Program Fees and Transportation Fees due under this Agreement. This Final Payment shall be due on or before ten (10) business days prior to Arrival Date.

(c) **Effective Date.** The date on which CIC receives both (i) a copy of this Agreement signed by an authorized representative of Group and (ii) the Deposit in full, shall be the effective date of this Agreement (the "Effective Date").

5. **CANCELLATION; CHANGES AFTER EFFECTIVE DATE:** Any changes that Group desires to make to the number of Estimated Participants after the Effective Date must be communicated to CIC promptly.

(a) **Cancellation.** Group shall be permitted to cancel this Agreement and Group's participation in the CELP Program only if it notifies CIC of such cancellation no later than January 15th for Spring Contracts or August 1st for Fall Contracts ("Cancellation Deadline"), whichever is applicable depending on the program season or date. In the event of cancellation prior to the Cancellation Deadline, CIC shall retain the Initial Deposit (non-refundable) in full and Group shall have no further payment obligations under this Agreement. For any attempted cancellation after the Cancellation Deadline, the following will apply: (a) CIC shall retain the Initial Deposit in full; (b) CIC will require payment in full for the Program Fees, as set forth in this Agreement, and any additional sums paid beyond the Initial Deposit will be used to pay and cover for any expenses and costs incurred by CIC in preparation for the Group's participation, up to and through the date of cancellation, and any remaining sums will be credited to the Group for a future CELP Program; and (c) separate and apart from the fees and payments described above, Group shall be solely responsible for any Transportation Fees that are imposed by the transportation provider. All cancellations must be in writing (letter or email).

(b) **Reductions.** If Group notifies CIC of a request to reduce the number of Group participants before January 15th for Spring Contracts and August 1st for Fall Contracts (the "Cutoff Date"), then Group shall be permitted to reduce the number of Estimated Participants by no more than five percent (5%) without penalty and the total Program Fees shall be reduced accordingly. Any reductions of Estimated Participants (i) in excess of five percent (5%) of the Estimated Participants or (ii) communicated to CIC after the Cutoff Date (regardless of the size of the reduction), shall continue to be billed at the full rate for the Program Fees. Group shall be solely responsible for any Transportation Fees related to reductions or cancellations that are imposed by the transportation provider.

(c) **Increases.** Prior to the Cutoff Date, Group may request increases to the number of Estimated Participants which may or may not be granted by CIC in its sole discretion, subject to space availability. Any such increases shall be billed at the full rate for the applicable Program Fees and Transportation Fees.

6. **ADDITIONAL OBLIGATIONS OF SCHOOL:**

(a) **Supervision.** CIC shall provide Group with the “Chaperone Information” guide which contains program policies, guidelines and suggestions for safety and fun. Prior to the Arrival Date, the Group Leader shall be responsible for (i) providing a copy and reviewing the Chaperone Information materials with the Chaperones and all other leaders from the Group and (ii) reviewing all guidelines contained in the Chaperone Information materials with all students participating in the CELP Program. Group agrees that all Chaperones (including the Group Leader) will be responsible for enforcing all guidelines and policies applicable to the CELP Program. Students who are not actively and directly involved in CELP Program activities for health, personal, behavior or other reasons, must be supervised by a Chaperone. CIC shall not be responsible for supervision of any student who is not part of a CELP Program group or activity. Students may not be left unattended or unsupervised by Chaperones regardless of why the student is not participating in the CELP Program.

(b) **Medications.** Group and its Chaperones shall be solely responsible for storing and dispensing any medications needed by Group participants during the Program Dates. CIC will provide storage for all medications at school’s request. All medication must be managed and dispensed by Chaperones.

(c) **Condition of Camp Facilities and Equipment.** Group agrees to leave the Camp facilities and equipment as clean and orderly upon departure as they were upon arrival. Group participants will sleep within the buildings assigned by CELP. Non-assigned buildings shall not be used by Group. No tents or camping are allowed on the beach or outside the designated areas. In order to determine the condition of the Camp facilities and equipment, representatives of Group and CIC shall conduct a walk through inspection prior to the Departure Date to identify any damage, graffiti, vandalism, or breakage (beyond normal wear and tear). Following the walk through inspection, CIC shall provide Group with a statement listing any charges for such damage and Group agrees to promptly pay CIC for all such charges.

(d) **Special Requirements.** Group shall notify CIC at least ninety (90) days prior to the Arrival Date if Group has any participants with special requirements (e.g. mobility, unusual transportation arrangements, etc.) to determine whether or not it is feasible to accommodate the special requirement. CIC will make commercially reasonable efforts to accommodate the Group’s requests; however, some circumstances may not lend themselves to a rustic camping environment and CIC makes no guarantee that requested accommodations will be possible.

(e) **Personal Equipment.** CIC provides all necessary equipment for the CELP Program; participants should not bring any personal equipment to Camp. If any Group participants bring personal equipment to Camp, such personal equipment may only be used in accordance with CELP policies. Group hereby assumes all risk of loss or damage to any personal equipment which any of its participants bring to Camp.

(f) **Photo Release.** Group agrees to allow the benefit of CIC to use a participant’s voice, image, appearance, and/or photograph in any lawful purpose, including publicity, illustration, advertising, social media, and Website content. Group understands that no royalty, fee or other compensation shall become payable to participant or Group for such use.

(g) **Compliance with CELP Program Terms and Conditions.** Group shall comply, and shall ensure that all Group participants comply, with all of the terms and conditions set forth on Exhibit A attached hereto (the “CELP Program Terms and Conditions”), which may be amended by CIC by delivery to Group of an amended Exhibit A prior to the Arrival Date. The CELP Program Terms and Conditions are hereby incorporated into this Agreement.

7. **DISMISSAL:** CIC reserves the right to remove any student or Chaperone from the CELP Program with or without Group’s consent at any time. Reasons may include, but are not limited to, behavior or health issues. Students who are removed from CELP Program may also be required to leave Camp and return to the mainland at the sole cost and expense of Group accompanied by Parent or Chaperone. No refunds will be issued if any Group participant is dismissed during the CELP Program.

8. **INSURANCE REQUIREMENTS:** CIC agrees to maintain a policy of comprehensive general liability insurance covering the CELP Program operations during the Program Dates with policy limits of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. Group agrees to maintain a policy of comprehensive general liability insurance covering any injury, death or property damage or loss sustained by CIC, Group, or any student or Chaperone which it enrolls in CELP with policy limits of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. Group will cause such policy to name CIC as an additional insured and, upon the signing of this Agreement, and upon request thereafter, provide CIC a certificate of such insurance no later than ten (10) business days prior to arrival. Further, any such policy maintained by Group shall include a provision requiring no less than thirty (30) days' notice prior to any modification, cancellation or expiration of such policy.
9. **INDEMNIFICATION:** Group shall indemnify, defend and hold harmless CIC and its affiliates, and their respective employees, officers, directors, representatives, agents, successors and assigns from and against any and all damages, liabilities, claims, costs, expenses and attorney fees (collectively, "Losses") to the extent such Losses directly or indirectly arise from or relate to the breach of any obligation of Group under this Agreement or any negligent acts or omissions of Group, or any of its students or Chaperones, while participating in, or in connection with, the CELP Program. CIC shall indemnify, defend and hold harmless Group, its employees, officers, representatives, agents, successors and assigns from and against any and all Losses incurred by Group to the extent such Losses directly or indirectly arise from or relate to the negligent acts or omissions of CIC in its operation of the CELP Program.
10. **FORCE MAJEURE:** Neither party shall be liable to the other for failure to perform any of its non-monetary obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, pandemic, public health emergency, quarantine, communicable disease outbreak, war, embargo, riot, civil disobedience, or the intervention, requirements or order of any government authority, or any other cause outside of the reasonable control of the party so prevented, provided that such party uses its commercially reasonable best efforts to perform under this Agreement and provided further, that such party provides reasonable notice to the other party of such inability to perform. If a force majeure event prevents the CELP Program from proceeding as scheduled, the payments received by the CELP Program are not refundable. However, a credit will be provided to the Group as follows: (a) if the CELP Program proceeds within the same season as the initially scheduled CELP Program date, Group will be given a 100% credit of all payments made to CIC for the CELP Program; or (b) if the CELP Program does not proceed within the same season as the initially scheduled CELP Program date, the Initial Deposit (10% of the estimated cost) will not be credited, however, the remaining amount of payments made by the Group to CIC will be credited to the Group for a future CELP Program. Information regarding payment and monetary obligations can be found in Section 4.

11. **AMENDMENT; WAIVER:** This Agreement sets forth the final and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous courses of dealing, trade usage, agreements, understandings and representations, whether oral or written, with respect thereto. This Agreement may only be modified by a written instrument duly executed by the parties. The failure or delay of any party to exercise any right, power or privilege under this Agreement or the failure to strictly enforce any breach or default, shall not constitute a waiver with respect to it. No waiver of any breach or default of the terms hereof shall (i) be effective unless in writing and signed by the waiving party or (ii) constitute a waiver of any other or future breach or default hereof.
12. **ASSIGNMENT; SUCCESSORS:** Group may not assign this Agreement or any of its rights or obligations hereunder to a third party without the prior written consent of CIC. The terms and provisions of this Agreement and the respective rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties, their respective legal heirs, successors, permitted assigns, licensees and legal representatives.
13. **GOVERNING LAW; ATTORNEYS' FEES:** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any lawsuit brought in connection with this Agreement shall be brought exclusively in the state or federal courts sitting in Los Angeles, California, the parties hereto waiving any claim or defense that such forum is not convenient or proper. In the event of any legal action or other proceeding arising in connection with this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' costs and fees incurred by such party in such action or proceeding from the non-prevailing party, including any post-trial or appellate proceeding relating thereto.
14. **NOTICES:** All notices, requests and other communications hereunder shall be in writing and shall be delivered by courier or other means of personal service, or sent by email or mailed by certified or registered mail. Such communications shall be deemed given on the date of actual receipt or delivery as evidenced by written receipt, acknowledgment or other evidence of actual receipt or delivery to the address and must be sent to the respective parties at the addresses set forth opposite their signatures to this Agreement (or at such other address for a party as shall be specified in a notice given in accordance with this Section).

[The Remainder of this Page is Intentionally Left Blank]

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

<p>Catalina Island Camps, Inc.</p> <p>By: <u>Holly Kern</u> <small>Holly Kern (Nov 18, 2024 11:16 PST)</small></p> <p>Name: <u>Holly Kern</u></p> <p>Title: <u>CELP Registrar</u></p>	<p><u>Address for Notices:</u> Catalina Island Camps, Inc. 707 W. Woodbury, Ste F Altadena, CA 91001 Email: info@celp.net Fax: (626) 794-1401 Phone: (626) 296-4040</p> <p><u>Camp Site Address:</u> Howlands Landing P.O. Box 5083 Two Harbors, CA 90704</p>
<p>Beaumont Unified School District</p> <p>By: _____</p> <p>Name: <u>Carmen Ordonez</u></p> <p>Title: <u>Director of Fiscal Services</u></p>	<p><u>Address for Notices:</u> 200 Cougar Way Beaumont, CA 92223</p> <p>Email: <u>tahilliard@beaumontusd.k12.ca.us</u></p> <p>Fax: _____</p> <p>Phone: <u>951-845-1631</u></p>

Exhibit A

CELP Program Terms & Conditions

1. General Safety. A CELP staff member will provide a safety orientation upon arrival. All students and Chaperones are required to attend this orientation and to comply with all safety requirements.
2. Background Checks and Adult to Youth Interactions: CIC recommends strongly to all Groups that adult leaders with access to youth undergo appropriate screening. Groups are advised to provide training to all adult leaders to minimize the potential of one-on-one camper-adult situations when out of sight of others.
3. Fire Safety. Group participants shall not bring fireworks, flammable materials, or hand or power tools. The camp is in a high fire danger area and strict adherence to all fire and safety regulations shall be observed at all times. Fire drill procedures will be reviewed with Group upon arrival.
4. No Smoking. Camp is a smoke-free facility. Smoking, vaping or any similar activity of any substance is strictly prohibited in any area of Camp at any time.
5. Controlled Substances. The possession or use of alcohol, narcotics (including marijuana) or illegal substances of any kind is prohibited. Should such possession or use occur, the Group Leader will need to make immediate arrangements for transporting and returning the offender(s) to the mainland at the offender(s)' own expense. No refund of any kind will be given if such a situation should occur.
6. Weapons. No weapons of any kind (including, without limitation, firearms, ammunition, knives of any kind, and spear guns) are allowed at Camp at any time for any reason. If any weapons are discovered, the Group Leader will need to make immediate arrangements for transporting and returning the offender(s) to the mainland at the offender(s)' own expense. No refund of any kind will be given if such a situation should occur.
7. Medical Facilities. CELP has an Infirmary for the storage and dispensing of medications (provided that Group is solely responsible for storing and dispensing medications for all Group participants), and for the administering of First Aid. CELP instructors are certified in First Aid and CPR and, when necessary, will provide these services for students and Chaperones. All emergency care and transportation will be arranged by a CELP director with Isthmus Baywatch.
8. Boundaries. Group shall have access to the facilities at Camp, as agreed, within Howlands Landing. The beachfront boundaries extend from the cliffs on the east side of the cove to the rock outcropping ("Frog Rock") on the west. The area west of Frog Rock, including picnic tables, barbecue pit and other improvements, is the property of the Los Angeles Yacht Club and is not to be trespassed upon or used by any Group participant. A site map will be provided for Group.
9. Water Conservation. Catalina Island is under strict water conservation regulations. So that Camp will stay within the water allocation, showering and water usage is limited. Please be aware of any leaks or water waste and advise the CIC personnel of any repairs that may be necessary.
10. Recycling Program. CIC participates in the Catalina Island recycling program. Group is requested to separate aluminum, glass, paper and batteries and place the trash articles into the designated receptacle for disposal.
11. Pets/Animals. Group participants may not bring pets or any animals of any kind to Camp.
12. Communication. There are no phone lines at Camp. Cell phone service is sporadic depending on your service. CIC has a radiophone link available in emergency situations for communication with the mainland. Group will not be able to receive incoming calls at the Camp site but will be given an emergency contact number.







Catalina Island Camps, Inc. (MVMS) 12-17-24

Final Audit Report

2024-11-18

Created:	2024-11-18
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9OzfmG65XkF3weXjP4qvzB3KgdYRigFd

"Catalina Island Camps, Inc. (MVMS) 12-17-24" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)
2024-11-18 - 6:42:16 PM GMT- IP address: 204.100.121.1
-  Document emailed to admin@catalinaislandcamps.com for signature
2024-11-18 - 6:42:48 PM GMT
-  Email viewed by admin@catalinaislandcamps.com
2024-11-18 - 7:15:19 PM GMT- IP address: 76.88.233.246
-  Signer admin@catalinaislandcamps.com entered name at signing as Holly Kern
2024-11-18 - 7:16:38 PM GMT- IP address: 76.88.233.246
-  Document e-signed by Holly Kern (admin@catalinaislandcamps.com)
Signature Date: 2024-11-18 - 7:16:40 PM GMT - Time Source: server- IP address: 76.88.233.246
-  Agreement completed.
2024-11-18 - 7:16:40 PM GMT

CLINICAL PRACTICUM AGREEMENT

This Agreement is between Beaumont Unified School District (“Practicum Site”) and The Trustees of the California State University on behalf of California State University, Northridge (“University”), and is effective as of December 18, 2024.

A. Clinical Site is a general acute care hospital, medical center, skilled nursing facility, private practice clinic or is an independent or unified school district.

B. University operates a fully accredited program offering a **Master of Science Degree in the field of Speech Language Pathology and a Clinical Doctorate Degree in the field of Audiology (AuD)**. The speech-language pathology graduate program is accredited under the standards of the Council on Academic Accreditation of the American Speech-Language-Hearing Association (ASHA). The audiology program has been granted “formal developing status” under the Accreditation Commission for Audiology Education (ACAE) accrediting body. CSUN is accredited by The Western Association of Schools and Colleges (WASC).

C. The purpose of this agreement is to provide the graduate training for the Master of Science in Communication Disorders and Sciences, the Speech Language Pathology Assistant Fieldwork Program, and/or the Clinical Doctorate degree in Audiology. The parties will both benefit by making a clinical training program (“Program”) available to University students at the Clinical Site.

The parties agree as follows:

I. UNIVERSITY’S RESPONSIBILITIES

A. Student Application. The student shall file an Application for Clinical Privileges. Pertinent information, which shall include the student’s name, address, and telephone number, shall be sent to the clinical site. Clinical Site shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. University shall notify the clinical site supervisor of student assignment, including the name of the student, level of academic preparation, and length and dates of proposed clinical experience.

C. Department Faculty. University shall assign members of the department’s faculty or University’s Clinical Director or University’s Distance Learning Coordinator to provide professional mentoring and advice to the Clinical Site’s Program Supervisor through the term of this agreement in order to assist in the education of the student.

D. Records. University shall maintain all personnel records for its staff and all academic records for its students.

E. Student Responsibilities. University shall notify students in the program that they are responsible for:

- 1) Complying with Clinical Site's clinical and administrative policies, procedures, rules and regulations;
- 2) Arranging for his/her own transportation and living arrangements;
- 3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by the Clinical Site;
- 4) Procuring and maintaining in force health insurance coverage throughout the term of the student's practica at the Clinical Site.
- 5) Maintaining the confidentiality of patient information.
 - a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the program is forbidden except as a necessary part of the practical experience.
 - b) Neither the University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by clinical site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.
 - c) Clinical Site shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents.
- 5) Complying with Clinical Site's dress code and wearing name badges identifying themselves as students.
- 6) Insurance requirements. See Section 5, Paragraph B.

F. Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, and insurance or benefits of any kind for University's employees, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, from the University. For purposes of this agreement, however, students are trainees and shall be considered members of Clinical Site's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

G. Fingerprint Clearance. UNIVERSITY shall require pursuant to Education Code, Section 45125.1, that a criminal FBI & DOJ fingerprint clearance check has been conducted on all students prior to assignment with the CLINICAL SITE and that no students have been convicted of a serious or violent felony, as specified in Education Code, Section 45122.1 and Penal Code Sections 1192.7(c) and 667.5(c), or any other prohibited offense. UNIVERSITY certifies that if an employee/student intern providing services to the CLINICAL SITE are subsequently convicted or pleads no contest to any crime listed in this section, the UNIVERSITY will immediately notify the CLINICAL SITE and immediately terminate the students' assignment with the CLINICAL SITE. The Clinical Site reserves the right to request for all students placed within the Clinical Site to complete at their sole expense an additional FBI & DOJ Fingerprint Clearance for the Clinical Site.

H. Tuberculosis Clearance. The UNIVERSITY shall require that all students have provided proof of negative tuberculosis to the UNIVERSITY prior to assignment with the Clinical Site. The Clinical Site reserves the right to request for all students to provide proof of negative tuberculosis to the Clinical Site prior to assignment.

I. Policies. UNIVERSITY shall also comply with all Clinical policies, rules and regulations while on site; no smoking in compliance of California Health and Safety Code 104420, Clinical Site's Board Policy, BP3513.3, and appropriate behavior, including the use of offensive language as cited in California Education Code 44810, 44811, and the Clinical Site's Board Policy AR3515.2 (a).

II. CLINICAL SITE RESPONSIBILITIES

A. Clinical Experience. Clinical Site shall accept from University the student and shall provide the student with supervised clinical experience, meeting the ASHA/ACAE requirement and any state licensure laws, as applicable. The University will verify the eligibility of the supervisor by requesting their ASHA Certificate of Clinical Competency (CCC).

B. Records and Evaluations. Clinical Site shall maintain complete records and reports on student's performance and provide an evaluation to University on forms the University shall provide.

C. Withdrawal of Students. Clinical Site may request that University withdraw from the program any student whom Clinical Site determines is not performing satisfactorily, refuses to follow Clinical Site's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing. Retention and dismissal decisions will be collaborative between the University and the Clinical Site at a meeting prior to grades being determined. The final decision on retention or dismissal will be at the discretion of the Clinical Site. A determination regarding the student's continuation in the University's program will be at the discretion of the University.

D. Emergency Health Care/First Aid. Clinical Site shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as otherwise provided in this agreement, Clinical Site shall have no obligation to furnish medical or surgical care to any student.

E. Clinical Site's Confidentiality Policies. As trainees, students shall be considered members of Clinical Site's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Clinical Site's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Clinical Site shall provide students with substantially the same training that it provides to its regular employees.

F. Clinical Supervisor Requirements. Clinical Site shall provide the Clinical Supervisor with sufficient and specific time in the work schedule to carry out the supervision duties of the student's clinical practicum. The supervision duties fulfill the requirements of the accreditation of the graduate program so that the student will meet requirements for state license, and certification. The minimum requirements for these duties include:

- 1) Allocation of sufficient time to directly observe a minimum of twenty five (25) percent of treatment and assessment sessions of a client or groups of clients by the student during the supervised practicum.
- 2) Allocation of sufficient time to meet directly with the student for purposes of supervision feedback and discussion periodically during the course of supervision.
- 3) Allocation of sufficient time for the Clinical Site Supervisor to communicate

with the University's Clinical Coordinator or Clinical Course Instructor.

4) Allocation of specific time in order to be present at the clinical site during the period that the student will be providing clinical services under this agreement.

III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

IV. STATUS OF UNIVERSITY AND CLINICAL SITE

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are considered members of Clinical Site's "workforce" for purposes of HIPAA compliance.

V. INSURANCE

A. Insurance. UNIVERSITY shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement (see marked box(s) for requested insurance), and issue the LEA the certificate(s) and endorsement(s), naming the LEA as the Certificate Holder, using the address of 350 W. Brookside Avenue, Beaumont, CA 92223. No services shall commence until all insurance documents are received and approved by the Clinical Site's Business Services Division. Please note the CLINICAL SITE 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 LEA, 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. Primary, Non-contributory Endorsement: A Primary, Non-contributory endorsement in favor of the LEA, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement will be required for General Liability and/or Auto Liability. Proof of Coverage for Professional Liability: A minimum of \$1,000,000.00, \$2,000,000.00 aggregate. Proof of Coverage for Sexual Misconduct: A minimum of \$1,000,000.00, \$2,000,000.00 aggregate. Proof of Coverage for Workers' Compensation: Workers' Compensation including statutory coverage as required by the State of California and including Employers' Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.

B. Student Insurance. School shall require that during the term of each student's clinical rotation, each student shall be covered by comprehensive general and professional liability insurance to protect the student, Facility and University against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such insurance shall be with limits not less than \$1 million each claim, \$3 million policy aggregate, on a claim

made basis including three (3) years extended reporting period.

- C. Clinical Site Insurance. Clinical Site shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. Clinical Site shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. Insurance shall provide for not less than thirty (30) days' notice of cancellation to University. Clinical Site shall provide University with evidence of the insurance required under this paragraph upon request of the University. Clinical Site shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

VI. INDEMNIFICATION.

A. The UNIVERSITY agrees to indemnify, hold harmless, and defend the Clinical Site, its agents and employees from and against all loss or expense (including costs and reasonable attorney fees) resulting from liability imposed by law upon the Clinical Site because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents or employees. For the avoidance of doubt, students shall not be part of UNIVERSITY's obligation to indemnify under this section.

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

VII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect for three (3) years.

B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any cohort in which termination would otherwise occur.

VIII. GENERAL PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following

provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section I, Paragraph E, subdivisions 5.a), 5.b), and 5.c); Section I, Paragraph F, to the extent it provides that students are members of Practicum Site's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees, in addition to such other relief as the court may deem appropriate.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

I. Clinical Site is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Clinical Site is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. Clinical Site, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Clinical Site will take steps to comply with the modified, changed or updated guidelines or directives. If at any time Clinical Site becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the Communication Disorders and Sciences Program of that fact.

IX. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

UNIVERSITY
California State University, Northridge
Purchasing & Contract Administration
18111 Nordhoff Street
Northridge, CA 91330-8231

CLINICAL SITE
Beaumont Unified School District
Print Name of Site
350 W. Brookside Ave.
Print Street Address

Beaumont, CA
Print City and State

Phone: 818-677-2069

Phone #: 951-845-1631

Email: mariamelissa.atienza@csun.edu

E-Mail _____

Signature By: Maria Melissa Y. Atienza Signature By: _____

Name: Maria Melissa Y. Atienza
Title: Contracts Specialist, Purchasing &
Contract Administration

Print Name: Carmen Ordonez

Print Title: Director of Fiscal Services

Date: 11.25.2024

Date: _____

Department of Communication Sciences & Disorders
College of Health and Human Development
18111 Nordhoff Street
Northridge, CA 91330-8279
**Attn: Rosie Quezada, Diana Cabral, Sarah Cathcart, Odette Arman,
Janice Woolsey, Laura Ballan**

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO

Beaumont Unified School District
350 W. Brookside Avenue - **P.O. Box 187**
Beaumont CA 92223-0187

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is Beaumont Unified School District.
3. The full address of the owner is 350 W. Brookside Ave., Beaumont, CA 92223.
4. The nature of the interest or estate of the owner is in fee.

(if other than fee, strike "in fee" and insert for example "purchaser under contract of purchase" or "lessee")

5. The full names and address of all persons, if any, who hold title with the undersigned as joint tenants in common are:

None

None

6. A work of improvement on the property hereinafter described was completed on: 08/07/2024.
The work done was 23-436 Beaumont USD Controls Upgrade.
7. The name of the contractor, if any, for such work of improvements was Spec Construction, Co., Inc.
and was contracted on 09/12/2023.
8. The property on which said work of improvement was completed was in the city of Beaumont.
9. The street address of said property is District wide.

Date: December 17, 2024

Signature of owner or corporate officer of
owner named in paragraph 2 or his agent
Sergio San Martin, Chief Business Official
Beaumont Unified School District

VERIFICATION

I, the undersigned say: I am the Chief Business Official, the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 17, 2024 at Beaumont, California.

(personal signature of the individual who is swearing that the contents of the
notice of completion are true)

Sergio San Martin, Chief Business Official
Beaumont Unified School District



November 15, 2024

Ana Gonzalez
Beaumont Unified School District
350 Brookside Ave
Beaumont, CA 92223

RE: Cat. 04 Notice of Completion Recommendation
Document Number 013
23-436 Beaumont USD Controls Upgrade - 23-436

Dear Ana Gonzalez,

Category No. 04 Spec Construction Co., Inc. has completed their work in accordance with the Contract Documents for the HVAC Controls Upgrade Project.

The date of Substantial Completion was established as August 7, 2024 which is also the date of commencement of applicable warranties required by the Contract Documents.

Ledesma & Meyer Construction Company, Inc. is recommending the filing of the Notice of Completion. Beaumont Unified School District intends to recommend this Notice of Completion as an action item to the Governing Board of Education at the next available board date.

Respectfully,

Christina Arceneaux

Christina Arceneaux
Project Coordinator

COURTESY COPIES

Christina Arceneaux (Ledesma & Meyer Construction Co., Inc.)

Ken Murphy (Ledesma & Meyer Construction Co., Inc.)

Marcelino Alfaro (Ledesma & Meyer Construction Co., Inc.)

Robin Weise (Ledesma & Meyer Construction Co., Inc.)

File: Beaumont Unified School District

Original Contract Amount:	\$3,888,000.00
Final Change Order Amount:	\$4,154.00
Final Contract Value:	\$3,892,154.00