

**THIS AGREEMENT**, made and entered into this 11th day of February, 2025, by and between the City of Beaumont, acting by and through the Beaumont Police Department, hereinafter called Beaumont PD, and Beaumont Unified School District, hereinafter called BUSD

***WORK SHALL COMMENCE ON THE START DATE OR UPON APPROVAL BY BOTH THE Beaumont PD AND REQUESTER, WHICHEVER IS LATER. NO SERVICE SHALL BEGIN BEFORE THAT TIME.***

1. Reimbursable services are to be provided when  traffic control  security services other details for Beaumont Unified School District Board Meetings upon request by BUSD (esimate below is for 1 officer per individual meeting) are required, the Beaumont PD agrees to provide uniformed personnel, motorcycles, and/or patrol vehicles to assist with the BUSD

2. The term of this Agreement will be February 11, 2025 to June 30, 2025

3. The Beaumont PD coordinator shall be Sgt. Nathan Lunt, telephone number 951-572-3397

4. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on any of the parties.

5. BUSD agrees to make reasonable efforts to notify those Beaumont PD uniformed employees of the cancellation.

6. The hours indicated in this Agreement are for estimate purposes only. Actual time will be charged.

7. The rates indicated in this Agreement are for estimate purposes only.

8. In consideration for the above services and upon receipt of an itemized invoice, BUSD agrees to reimburse Beaumont PD for the overtime costs incurred at the time services are provided, not the fully-burdened rate. The rates charged to BUSD shall in no event exceed the actual costs to the Beaumont PD to perform the requested services.

a. The proposed reimbursements are designed to fully reimburse the employing city's costs associated with the use of off-duty personnel and equipment without paying the additional administrative costs rolled into the fully-burdened rate.

9. A administrative fee of 2% will be added to reimburse the employing agency for staff time in processing invoices and overtime payments

10. The following equipment, if used as part of the event, will be reimbursed at the listed daily rate.

		Days	QTY	Total
Marked patrol unit:	\$ <u>50.00</u> /day	_____	_____	\$ <u>0.00</u>
Plain vehicle:	\$ <u>30.00</u> /day	_____	_____	\$ <u>0.00</u>
Motorcycle:	\$ <u>15.00</u> /day	_____	_____	\$ <u>0.00</u>
Bicycle:	\$ <u>5.00</u> /day	_____	_____	\$ <u>0.00</u>
Handheld Police radio:	\$ <u>6.00</u> /day	_____	_____	\$ <u>0.00</u>
Sergeant:	\$ <u>123.33</u> Avg/hr	_____	<u>0</u> hrs	\$ <u>0.00</u>
Officer:	\$ <u>89.48</u> Avg/hr	_____	<u>3</u> hrs	\$ <u>268.44</u>
Subtotal:	\$ <u>268.44</u>		Administratvie fee <u>2%</u>	\$ <u>5.37</u>
Total estimated cost:				\$ <u>273.81</u>

**WITNESSETH:** By and in consideration of the covenants and conditions herein contained,  
\_\_\_\_\_ BUSD \_\_\_\_\_ and \_\_\_\_\_ Beaumont PD \_\_\_\_\_ do hereby agree to the above terms and conditions.

City of Beaumont  
Beaumont Police Department

REQUESTOR'S NAME

Chief's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

**Carmen Ordonez**  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_

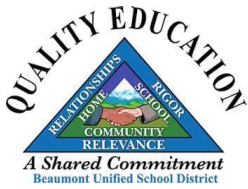
Director of Fiscal Services, Beaumont Unified School District  
Title \_\_\_\_\_

**350 W. Brookside Ave.**  
Address \_\_\_\_\_

**Beaumont** **CA** **92223**  
City State Zip Code

**(951) 845-1631**  
Telephone Number \_\_\_\_\_





# Beaumont Unified School District

## RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated March 5, 2025, to the AGREEMENT between the Beaumont Unified School District and HarperRand 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: 03/05/25 - 06/29/26

- This amendment represents a modification to services as follows:

The contract end date has been changed from 06/30/29 to 06/30/26. Minor language adjustments have been made, replacing "School" with "District" where applicable.

**ORIGINAL CONTRACT AMOUNT** ..... \$ N/A

- 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>Beaumont Adult School</u>
Contact Person <u>Cynthia English</u> Ext. <u>045100</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>N/A</u>
Required Updated Forms
<b>Check off any items that are applicable to the contract:</b>
<input type="checkbox"/> Fee Schedule
<input type="checkbox"/> Business/Professional License (if expired)
<input checked="" type="checkbox"/> Insurance: General Liability/Professional Liability/E&O
<input type="checkbox"/> Insurance: Business Auto Liability
<input type="checkbox"/> Insurance: Workers' Compensation or Certification
<input type="checkbox"/> Other - Professional Service Certificate (if expired)

Consultant Authorized Representative	
CONSULTANT'S SIGNATURE	
Mike McDevitt, COO	TITLE
4820 Business Center Drive, Suite 100	
Address	
Fairfield, CA 94534	
City/State/Zip	
Phone (707) 927-0116	
Email <u>mike@harperrand.com</u>	
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.	

## Clinical Programs Approval and Management Agreement

**This agreement** is entered into by and between **Beaumont Unified School District** (District) and Adventus Education LLC DBA *HarperRand* (Consultant) to assist School in the development and administration of one or more of the following Career Technical Education (CTE) programs: Phlebotomy Technician (CPT1), Pharmacy Technician (PT), Clinical Medical Assistant (CMA), Emergency Medical Technician (EMT), Electrocardiography Technician (EKG), Billing and Coding Specialist (CBCS), and Patient Care Technician (PCT).

### **CTE Program Development and Management**

*Curriculum:* Consultant shall secure and manage commitments for program curriculum, lesson plans, and all other required instructional resources.

*Instructional Resources:* Consultant shall secure and manage commitments for all program equipment and supplies.

*Clinical Externships:* Consultant shall secure and manage commitments by externship host facilities, as required for the clinical training portion of the programs.

*Regulatory Approval:* Consultant shall secure and manage regulatory approvals where required.

*Scholarships:* Consultant shall make available 4 program scholarships per year equal to the full cost of tuition. District shall determine assignment of student scholarships. Each scholarship award can be divided between 2 students at the discretion of the District. One scholarship student is permitted per class.

*Instructors:* Consultant shall recruit qualified instructor candidates. Consultant and District shall jointly select instructors from qualified candidates.

*Instructional Supervisors:* Consultant shall provide qualified supervisory staff.

*Instructor Employment Status:* Instructors shall be employed by Consultant unless otherwise directed by District.

*Marketing:* Programs shall be marketed on District's behalf, under the CalRegional name, short for California Regional Education Centers, an association of California public adult schools and community colleges. District shall develop, publish and mail seasonal program catalogs to promote the programs. District shall provide program information to students through their website, catalog, flyers and other mutually agreed upon advertising mediums. Consultant shall provide support, as needed, in the advertising and promotion phase.

*Registration:* Marketing materials shall direct prospective students to consultant for registration. Consultant shall register students over the phone and/or provide online registration for the programs. District shall provide registration support as needed.

*Tuition Payment Plans:* Consultant shall provide tuition payment plan management, including initial enrollment, payment plan options and payment collection. District shall refer students to Consultant for payment plan information and enrollment.

*Student Support and Management:* Consultant shall be the primary contact for program inquiries and student support. Student support shall be provided by email and over the phone. Consultant shall provide on-sight training of School's staff, if necessary, in program enrollment and support services.

*Location and Classrooms:* District shall provide adequate classroom facilities for classes up to 25 students.

*Revenue Share:* District shall receive 5% of gross revenue per student completing the program, payable by Consultant within 60 days of the program completion date.

**General Provisions:**

*Term and Termination:* This agreement shall commence on the Effective Date and shall continue in effect unless and until terminated by either party. This agreement may be terminated by either party upon the giving of thirty days prior written notice to the other.

*Liability:* During the life of this agreement the Consultant agrees to maintain liability and property damage insurance, as it protects the District. Such insurance shall be in the following amounts: Commercial General Liability \$1,000,000, Aggregate \$2,000,000. Medical Professional Liability 1,000,000 Aggregate \$3,000,000. Umbrella Liability \$5,000,000.

*Independent Contractor Status:* Consultants employees and agents are independent contractors and are not the agents or employees of the District.

*Pricing:* Program pricing shall be by mutual agreement between District and Consultant.

*General Prerequisites:* District shall determine program prerequisites per appropriate regulating agency requirements.

*Externship Prerequisites:* In order to qualify for clinical externships, students will be required to be at least 18 years of age, have earned a high School diploma or its equivalent and have all of the following: immunizations, a background check, drug screening and a resume.

*Refund Policy:* Refunds shall be granted per mutually agreed upon refund policy.

*Certificate and Title:* Upon the successful completion of a program, each graduate will be awarded a certificate of completion from the District.

In witness hereof, the parties have executed this agreement on March 5, 2025.

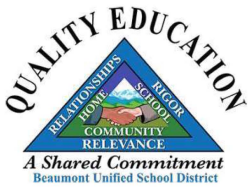


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Consultant by: Mike McDevitt  
Title: Chief Operating Officer  
HarperRand  
4820 Business Center Dr. Ste. 100  
Fairfield, CA 94534

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School by: Carmen Ordonez  
Title: Director of Fiscal Services  
Beaumont Unified School District  
350 W. Brookside Ave  
Beaumont, CA 92223



# Beaumont Unified School District

## RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated March 5, 2025, to the AGREEMENT between the Beaumont Unified School District and Domino's Pizza 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: 03/05/25 - 06/30/25

This amendment represents a modification to services as follows:  
An agreement to increase the contract amount for increased demand of fresh pizza for school sites as-needed during the 2024-25 fiscal year.

**ORIGINAL CONTRACT AMOUNT** ..... \$ 550,000.00

This amendment represents an **increase** in the contract amount or fee schedule attached:  
 \$ 75,000.00

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

**NEW CONTRACT AMOUNT** ..... \$ 625,000.00

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

Requestor's Information
School/Department: <u>Child Nutrition Services</u>
Contact Person <u>Jennifer Navarro</u> Ext. <u>005404</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012558</u>
Required Updated Forms
<b>Check off any items that are applicable to the contract:</b>
<input checked="" type="checkbox"/> Fee Schedule
<input type="checkbox"/> Business/Professional License (if expired)
<input type="checkbox"/> Insurance: General Liability/Professional Liability/E&O
<input type="checkbox"/> Insurance: Business Auto Liability
<input type="checkbox"/> Insurance: Workers' Compensation or Certification
<input type="checkbox"/> Other - Professional Service Certificate if expired)

Consultant Authorized Representative
<u>Hovig Ayvazian</u> <small>Hovig Ayvazian (Feb 4, 2025 09:44 PST)</small>
CONSULTANT'S SIGNATURE
<b>Hovig Ayvazian</b> <span style="float: right;"><b>President</b></span>
PRINT NAME <span style="float: right;">TITLE</span>
<u>15198 Downey Ave</u>
Address
<u>Paramount, CA 90723</u>
City/State/Zip
Phone <b>714-944-7018</b>
Email <b>hovig@vazrestaurants.net</b>
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.





## The Commitment by Domino's Brand to Food Safety

When students enter your lunch line, you want to make sure you're serving them high quality food that has been handled safely.

The Domino's Brand is raising the bar on its commitment to food safety. Here's a snapshot of what the Brand is doing to ensure the high quality and safety of all food delivered to your school:

### Food Safety Starts at the Farm

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Food safety starts before ingredients even reach Domino's stores. That's why we hold suppliers and agricultural partners to high standards, following globally-recognized food safety guidelines.

### Traceable Sourcing

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Domino's supply chain knows where our ingredients are sourced from farm to store. If there's ever a food safety concern tied to a supply partner location, we can quickly identify whether our food is affected, notify stores to stop using impacted product, and change sourcing.

### Delivery Approach

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Only trained Domino's personnel deliver food from Domino's stores to your school. That means your pizzas should be hot and just the way you ordered them.

### Food Safety Certification and Store Evaluations

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The Brand has partnered with third-party food safety experts to provide enhanced food safety training and certification, and to conduct evaluations in all Domino's stores.



# Beaumont Unified School District

## Pricing Summary 2024-25 School Year

# Beaumont Unified School District

**Date:** March 11, 2024

**Pricing For:** Marta Shand – Child Nutrition Services Director  
350 Brookside Ave., Beaumont, CA 92223  
Telephone: 951-845-0279  
Email: mshand@beaumontusd.k12.ca.us

Provided by: **Domino’s Pizza**  
Franchise Contact - J. Taylor  
Phone – 951-313-0440

Product Summary: *Domino’s Pizza Smart Slice: 14” - 8 cut. All products below meet or exceed USDA/NSLP for mainline entrée for Food Based Meal Pattern Requirement per slice, Ultra Grain - 51% Whole Wheat Dough, reduced fat mozzarella cheese, low fat/low sodium pepperoni, low sodium pizza sauce.*

Pricing for: 14” – 8 cut whole pizzas meet NSLP entrée for mainline.

<b>Product Description</b>	<b>2024 Pricing</b>
<b>Cheese - 14” - 8 cut Profile 11412</b>	\$10.75
<b>Pepperoni - 14” - 8 cut Profile 11413</b>	\$10.75
<b>14” 8 Specialty/Honor Roll – Hawaiian, Hawaiian Hot Lava, Kickin’ Chicken, Valedictorian, Zesty Italian, Smokehouse, Cheezilla, Veggie</b>	\$12.75

**Terms:** Pricing shall be available for the 2024-25 School year.



Attn: Marta,

We look forward to partnering with Beaumont Unified School District servicing your schools for the 2024-25 school year. The above pricing summary will remain in effect for the schoolyear and will go into effect April 11, 2024.

Our increased food and minimum wage labor increases are the determining factors in the above pricing adjustment for the upcoming school year. The calculated CPI for Riverside/Los Angeles area does not accurately reflect the significant increase in minimum wages of \$4.00/hour.

We appreciate your business and look forward to continuing our partnership with Beaumont Unified School District.

Please feel free to contact me with any questions.

Thank you,

Michael Sfredo  
West Region Account Manager  
Domino's Pizza Smart Slice- School Lunch Team  
714-328-6217

[Michael.Sfredo@dominos.com](mailto:Michael.Sfredo@dominos.com)

\*Nutritional profiles with formulation statements attached.







Domino's Pizza LLC  
 30 Frank Lloyd Wright Dr.  
 P.O. Box 997  
 Ann Arbor, MI 48106-0997

## (11412) 14" Whole Grain (16oz.) LM Cheese Pizza - 8 Cut

Number of Servings: 8 (135.01 g per serving)

Weight: 1080.12 g

Amount	Measure	Ingredient	Comments
0.10	oz	Corn Meal:	
16.00	oz	Formula - Smart Slice Whole Wheat Dough	2.00 Grains
6.00	oz	Sauce, Pizza RTU-WCS:X	1/8 Fruit/Veggie Alternate
16.00	oz	Cheese, Lite Mozzarella:	2.00 Meat/Meat Alternate

Nutrition Facts	
8 servings per container	
<b>Serving size</b>	<b>1 (135g)</b>
Amount per serving	
<b>Calories</b>	<b>240</b>
	% Daily Value*
<b>Total Fat</b> 8g	<b>10%</b>
Saturated Fat 3.5g	18%
Trans Fat 0g	
<b>Cholesterol</b> 15mg	<b>5%</b>
<b>Sodium</b> 460mg	<b>20%</b>
<b>Total Carbohydrate</b> 28g	<b>10%</b>
Dietary Fiber 3g	11%
Total Sugars 3g	
Includes 1g Added Sugars	2%
<b>Protein</b> 21g	
Vitamin D 0mcg	0%
Calcium 540mg	40%
Iron 2mg	10%
Potassium 348mg	8%
*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.	
Calories per gram: Fat 9 • Carbohydrate 4 • Protein 4	

**Allergens:** Contains Milk, Soy, Wheat.

**Ingredients:** Formula - Smart Slice Whole Wheat Dough (FLOUR (WHOLE WHEAT FLOUR, ENRICHED FLOUR [WHEAT FLOUR, NIACIN, REDUCED IRON, THIAMINE MONONITRATE, RIBOFLAVIN, FOLIC ACID])), WATER, SOYBEAN OIL, CONTAINS 2% OR LESS OF THE FOLLOWING: VITAL WHEAT GLUTEN SUGAR, SALT, WHEY, MALTODEXTRIN, DEXTROSE, DOUGH CONDITIONERS (SODIUM STEAROYL LACTYLATE, ENZYME, CALCIUM SULFATE, ASCORBIC ACID, CALCIUM PHOSPHATE, L-CYSTEINE), YEAST CONTAINS: MILK, SOY, WHEAT), Lite Mozzarella Cheese Lite Mozzarella Cheese (Pasteurized Skim Milk, Salt, Cheese Cultures, Enzymes), Nonfat Milk, Modified Food Starch\*, Vegetable Oil\* (Applied to Surface), Potassium Chloride\*, Flavor\*, Sodium Citrate\*, Sodium Propionate (Added As A Preservative), Vitamin A Palmitate. \* Ingredients not in Regular Mozzarella Cheese., Pizza Sauce Tomato Puree (Water, Tomato Paste), Sugar, Salt, Spices, Garlic, Soybean Oil, and Citric Acid, Corn Meal Yellow Corn, Niacin, Iron, Thiamin, Riboflavin, Folic Acid.

### Notes:

The pizza listed above, when made with approved Domino's ingredients, will provide the nutritional composition as indicated. Information may vary slightly depending on location and supplier base.

Domino's Pizza - Quality Assurance





**PRODUCT FORMULATION STATEMENT: GRAINS/BREADS**

Product Name: 14" Whole Grain (16oz) LM Cheese Pizza – 8 Cut

Code No: 11412

Case Weight and Pack/Count: 1 Pizza = 8 Slices

Total weight (grams or ounces) of one ready to eat serving of product: 1 slice = 135.01 gr = 4.76 oz

List the exact types and weights of each enriched and/or whole grain meal, flour, bran or germ per product serving:

51% White Whole Wheat Flour, 16.86 grams per slice

49% Enriched Wheat Flour, 16.19 grams per slice

Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G, Group H or Group I. (*Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16grams creditable grain per oz eq; Group H uses the standard of 28grams creditable grain per oz eq; and Group I is reported by volume or weight.*)

Indicate to which Exhibit A Group (A-I) the Product Belongs:   **B**  

I certify that the above information is true and correct and that one (specify serving weight)   **4.76 oz/ 135.01g**    
ready to eat serving of the specified product contains   **2.00**    
serving(s) of Grains/Breads\* for the USDA Child Nutrition Programs.

SIGNATURE

Brand Manager- Smart Slice

TITLE

James Zimmer

PRINTED NAME

1/18/2023

DATE

PHONE

NUMBER: 800-810-6633



## PRODUCT FORMULATION STATEMENT: MEAT/MA

Product Name: 14" Whole Grain (16 oz.) LM Cheese Pizza - 8 Cut Code No: 11412  
 1 pizza/ 8 slices  
 per pizza/ 4.76  
 oz. per slice

Manufacturer: Domino's Pizza LLC Case/Pack/Count/Portion/Size: oz. per slice

**I. Meat/Meat Alternate**

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide	Ounces per Raw Portion of Creditable Ingredient	Multiply	Food Buying Guide Yield	Creditable Amount*
Cheese, Lite Mozzarella	2.00	X	1	2.00
		X		
		X		
<b>A. Total Creditable Amount'</b>				2.00

\*Creditable Amount – Multiply ounces per raw portion of creditable ingredient by the Food Buying Guide yield.

Total weight (per portion) of product as purchased 4.76 oz. / 135.01 g

Total creditable amount of product (per portion) 2.00 oz.  
 (Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 4.76 ounce serving of the above product (ready for serving) contains 2.00 ounces of equivalent meat/meat alternate when prepared according to directions.

SIGNATURE

Brand Manager- Smart Slice

TITLE

James Zimmer

PRINTED NAME

1/18/2023

DATE

PHONE

NUMBER: 800-810-6633



Domino's Pizza LLC  
 30 Frank Lloyd Wright Dr.  
 P.O. Box 997  
 Ann Arbor, MI 48106-0997

## (11413) 14" Whole Grain (16oz.) RF/RS Pepperoni Pizza - 8 Cut

Number of Servings: 8 (135.01 g per serving)

Weight: 1080.12 g

Amount	Measure	Ingredient	Comments
0.10	oz	Corn Meal:	
16.00	oz	Formula - Smart Slice Whole Wheat Dough	2.00 Grains
6.00	oz	Sauce, Pizza RTU-WCS:X	1/8 Fruit/Veggie Alternate
14.00	oz	Cheese, Lite Mozzarella:	1.75 Meat/Meat Alternate
2.00	oz	Pepperoni, Reduced Fat & Sodium:	0.25 Meat/Meat Alternate

Nutrition Facts	
8 servings per container	
Serving size	1 (135g)
Amount per serving	
<b>Calories</b>	<b>260</b>
	% Daily Value*
Total Fat 9g	12%
Saturated Fat 4g	20%
Trans Fat 0g	
Cholesterol 20mg	7%
Sodium 490mg	21%
Total Carbohydrate 28g	10%
Dietary Fiber 3g	11%
Total Sugars 3g	
Includes 1g Added Sugars	2%
Protein 20g	
Vitamin D 0mcg	0%
Calcium 479mg	35%
Iron 2mg	10%
Potassium 464mg	10%
*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.	
Calories per gram: Fat 9 • Carbohydrate 4 • Protein 4	

**Allergens:** Contains Milk, Soy, Wheat.

**Ingredients:** Formula - Smart Slice Whole Wheat Dough (FLOUR (WHOLE WHEAT FLOUR, ENRICHED FLOUR [WHEAT FLOUR, NIACIN, REDUCED IRON, THIAMINE MONONITRATE, RIBOFLAVIN, FOLIC ACID])), WATER, SOYBEAN OIL, CONTAINS 2% OR LESS OF THE FOLLOWING: VITAL WHEAT GLUTEN SUGAR, SALT, WHEY, MALTODEXTRIN, DEXTROSE, DOUGH CONDITIONERS (SODIUM STEAROYL LACTYLATE, ENZYME, CALCIUM SULFATE, ASCORBIC ACID, CALCIUM PHOSPHATE, L-CYSTEINE), YEAST CONTAINS: MILK, SOY, WHEAT), Lite Mozzarella Cheese Lite Mozzarella Cheese (Pasteurized Skim Milk, Salt, Cheese Cultures, Enzymes), Nonfat Milk, Modified Food Starch\*, Vegetable Oil\* (Applied to Surface), Potassium Chloride\*, Flavor\*, Sodium Citrate\*, Sodium Propionate (Added As A Preservative), Vitamin A Palmitate. \* Ingredients not in Regular Mozzarella Cheese., Pizza Sauce Tomato Puree (Water, Tomato Paste), Sugar, Salt, Spices, Garlic, Soybean Oil, and Citric Acid, School Lunch Pepperoni, RF/RS Pork, Beef, Water, \*Textured Vegetable Protein Product [Soy Protein Concentrate, Zinc Oxide, Niacinamide, Ferrous Sulfate, Copper Gluconate, Vitamin A Palmitate, Calcium Pantothenate, Thiamine Mononitrate (B1), Pyridoxine Hydrochloride (B6), Riboflavin (B2), Cyanocobalamin (B12)], Salt, Contains 2% or Less of the following: Spices, Dextrose, Lactic Acid Starter Culture, Oleoresin of Paprika, Flavorings, Sodium Nitrite, Citric Acid. \*Ingredient not found in regular pepperoni., Corn Meal Yellow Corn, Niacin, Iron, Thiamin, Riboflavin, Folic Acid.

### Notes:

The pizza listed above, when made with approved Domino's ingredients, will provide the nutritional composition as indicated. Information may vary slightly depending on location and supplier base.

Domino's Pizza - Quality Assurance



## PRODUCT FORMULATION STATEMENT: GRAINS/BREADS

Product Name: 14" Whole Grain (16oz) RF/ RS Pepperoni Pizza – 8 Cut

Code No: 11413

Case Weight and Pack/Count: 1 Pizza = 8 Slices

Total weight (grams or ounces) of one ready to eat serving of product: 1 slice = 135.01 gr = 4.76 oz

List the exact types and weights of each enriched and/or whole grain meal, flour, bran or germ per product serving:

51% White Whole Wheat Flour, 16.86 grams per slice

49% Enriched Wheat Flour, 16.19 grams per slice

Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G, Group H or Group I. (*Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16grams creditable grain per oz eq; Group H uses the standard of 28grams creditable grain per oz eq; and Group I is reported by volume or weight.*)

Indicate to which Exhibit A Group (A-I) the Product Belongs:   **B**  

I certify that the above information is true and correct and that one (specify serving weight)   **4.76 oz/ 135.01g**    
ready to eat serving of the specified product contains   **2.00**    
serving(s) of Grains/Breads\* for the USDA Child Nutrition Programs.

SIGNATURE

Brand Mgr – Smart Slice

TITLE

James Zimmer

PRINTED NAME

1/18/2023

DATE

PHONE

NUMBER: 800-810-6633



## PRODUCT FORMULATION STATEMENT: MEAT/MA

Product Name: 14" Whole Grain (16 oz.) RF/ RS Pepperoni Pizza- 8 Cut Code No: 11413  
 1 pizza/ 8 slices  
 per pizza/ 4.76  
 oz. per slice

Manufacturer: Domino's Pizza LLC Case/Pack/Count/Portion/Size: oz. per slice

**I. Meat/Meat Alternate**

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide	Ounces per Raw Portion of Creditable Ingredient	Multiply	Food Buying Guide Yield	Creditable Amount*
Cheese, Lite Mozzarella	1.75	<b>X</b>	1	1.75
Pepperoni, RF/ RS	0.25	<b>X</b>	1	0.25
<b>A. Total Creditable Amount<sup>1</sup></b>				<b>2.00</b>

\*Creditable Amount – Multiply ounces per raw portion of creditable ingredient by the Food Buying Guide yield.

Total weight (per portion) of product as purchased 4.76 oz. / 135.01 g

Total creditable amount of product (per portion) 2.00 oz.  
 (Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 4.76 ounce serving of the above product (ready for serving) contains 2.00 ounces of equivalent meat/meat alternate when prepared according to directions.

SIGNATURE

Brand Manager- Smart Slice

TITLE

James Zimmer

PRINTED NAME

1/18/2023

DATE

PHONE

NUMBER: 800-810-6633





January 13, 2023

RE: Allergen(s): Peanuts, Peanut Oil, Tree Nuts, and Eggs

To Whom It May Concern:

There are no peanuts, peanut oils, tree nuts or eggs in our pizza crusts, pizza sauce, pizza cheese or pizza toppings. Eggs are present in blue cheese, ranch dressings/sauces, garlic parmesan sauce, Chocolate Lava Crunch Cakes, Marbled Cookie Brownies and dipped chocolate cookies.

Domino's stores are only allowed to purchase products from approved suppliers. More information can be found at:

<https://order.dominos.com/en/pages/content/nutritional/allergen-info.jsp>.

Some products are manufactured in facilities that also handle peanuts and tree nuts. In these instances, approved suppliers use facilities which are GFSI and HARPC certified and follow strict allergen control procedures to reduce the potential for allergen cross-contact. Finished product is shipped to Domino's stores in clearly marked, pre-packaged containers.

While stores are trained to do their best at preventing cross-contact between items, all Domino's pizzas and menu items are prepared in common kitchens within the stores; and even as clean as they are kept, there may be trace amounts of allergens present. Therefore, we cannot guarantee that pizzas and menu items made at Domino's store locations are entirely allergen free.

Sincerely,

A handwritten signature in black ink that reads "Steve Lutes".

Steve Lutes  
VP Global QA & Health/Safety



January 13, 2023

RE: Domino's Smart Slice Availability

To Whom It May Concern:

Domino's Smart Slice is a line of delicious and nutritious pizzas created specifically to meet dietary guidelines defined by the USDA for the National School Lunch Program. Smart Slice is sold exclusively through Domino's pizza stores.

Sincerely,

A handwritten signature in black ink, appearing to read "James J. Zimmer". The signature is written in a cursive style and ends with a long horizontal line extending to the right.

James J. Zimmer  
Brand Manager, Domino's Smart Slice



January 13, 2023

RE: USDA NSLP Buy American Provision

To Whom It May Concern:

We are proud to comply with the NSLP Buy American provision, requiring 51% of all finished products to consist of agricultural commodities that were grown and processed domestically. Domino's Smart Slice uses pizza sauce made from 100% California Tomatoes. All our pizza cheese is produced domestically, using milk from American dairy farmers. And while seasonal crop variation may result in some Canadian content, our crust is made with primarily domestic flour.

Sincerely,

A handwritten signature in black ink that reads "Steve Lutes". The signature is written in a cursive style.

Steve Lutes  
VP Global QA & Health/Safety









# Domino's Pizza 03-04-25 (CNS)

Final Audit Report

2025-02-04

Created:	2025-02-03 (Pacific Standard Time)
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwl9DyDgy7zV0vPu6T9b41VJiTQhxXlmT

## "Domino's Pizza 03-04-25 (CNS)" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)  
2025-02-03 - 10:54:44 AM PST- IP address: 204.100.121.1
-  Document emailed to hovig@vazrestaurants.net for signature  
2025-02-03 - 10:55:37 AM PST
-  Email viewed by hovig@vazrestaurants.net  
2025-02-03 - 10:56:34 PM PST- IP address: 104.28.39.151
-  Signer hovig@vazrestaurants.net entered name at signing as Hovig Ayvazian  
2025-02-04 - 9:44:13 AM PST- IP address: 204.134.150.111
-  Document e-signed by Hovig Ayvazian (hovig@vazrestaurants.net)  
Signature Date: 2025-02-04 - 9:44:15 AM PST - Time Source: server- IP address: 204.134.150.111
-  Agreement completed.  
2025-02-04 - 9:44:15 AM PST



# Beaumont Unified School District

## RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated March 5, 2025, to the AGREEMENT between the Beaumont Unified School District and Harvest Produce, 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: 03/05/25 - 06/30/25

- This amendment represents a modification to services as follows:  
 An agreement to increase the original contract amount for produce products for the 2024-25 fiscal year.

**ORIGINAL CONTRACT AMOUNT** ..... \$ 575,000.00

- This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 100,000.00

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

**NEW CONTRACT AMOUNT** ..... \$ 675,000.00

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

Requestor's Information
School/Department: <u>Child Nutrition Services</u>
Contact Person <u>Jennifer Navarro</u> Ext. <u>005404</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012537</u>

Consultant Authorized Representative	
<small>CJ Alanis (Feb 4, 2025 09:12 PST)</small> CONSULTANT'S SIGNATURE	
<b>CJ Alanis</b>	<b>CEO</b>
<small>PRINT NAME</small>	<small>TITLE</small>
880 Columbia Ave #1	
<small>Address</small>	
Riverside, CA 92507	
<small>City/State/Zip</small>	
Phone 951-682-7575	
Email <u>cja@harvestproduceinc.com</u>	
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.	

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

22-Jan-25  
2:19 PM

Harvest Produce Inc.  
Order Entry Sales Analysis Report  
Customers BSD to BSD  
(Report period: August 1, 2024 to January 31, 2025)

Part/Description	Qty Used 8/1/24 - 1/22/25	Cost	Part/Description	Qty Used 8/1/24 - 1/22/25	Cost
0AD			0FAM		
APPLES 1/2" DICED, LB	290	\$3.37	FAJITA MIX, LB	135	\$3.26
0BCLP50			0GP50		
BROC/CAUL PORTIONS, CS	81	\$52.50	GRAPE PORTIONS 50ct/2.oz	22	\$48.50
50ct / 3oz			0GRLF5		
0BCP50			GREENLEAF FILETS 5# BAG	162	\$20.50
BROCCOLI/BABY CARROT PORT 76		\$42.50	0JI4SP		
50ct / 2.75oz			JICAMA STICKS STACK PACK, I2135		\$3.95
0BP50			0JIP50		
BROCCOLI FLORET PORTION, C 148		\$29.50	JICAMA STICKS PORTION, CS	154	\$43.50
50ct / 1.1oz			50ct / 2.69oz		
0BRB			0LSH		
BROCCOLI FLORETS, LB	580	\$4.72	LETTUCE SHREDDED 1/8", LB	10	\$1.85
0CA3			0ON2		
CARROTS SHREDDED, LB	675	\$2.15	ONION SLICED 3/16", LB	50	\$1.92
0CA4SP			0PDG		
CARROT STICKS STACK PACK, 60		\$3.49	PICO DE GALLO, LB	1340	\$3.26
0CACE50			0PSP50		
CARROT/CELERY STIK PORTIO	153	\$33.50	PINEAPPLE SPEAR PORTION	834	\$63.50
50ct / 2.19oz			50ct/2.7oz		
0CE4SP			0RC3		
CELERY STICKS STACK PACK, L 1955		\$3.64	RED CABBAGE SHREDDED, LB	630	\$2.10
0CEP50			0RCH		
CELERY STICKS PORTION, CS	23	\$33.50	ROMAINE CHOPPED 1", LB	4995	\$3.15
50ct / 2.29oz			0RO2		
0CFB			RED ONION SLICED 3/16", LB	355	\$3.20
CAULIFLOWER FLORETS, LB	15	\$6.51	0RSH		
0CFB3			ROMAINE SHREDDED 1/4", LB	1845	\$3.15
CAULIFLOWER FLORETS 3# BAG	85	\$19.53	0SAP3		
0CFP50			SLICED APPLES WEDGE 100/3c	443	\$58.50
CAULIFLOWER PORTION 50ct	139	\$39.50	0SSP50		
2.5 oz			SUGAR SNAP PEAS PORTION	44	\$58.50
0CS6			50ct/2oz		
COLESLAW 3-WAY SHRED, LB	685	\$1.99	0STFRY		
0CU2P			STIR FRY, LB	560	\$3.12
CUCUMBER SLICE PEELED 5#	922	\$16.58	0TO2		
in TRAY			TOMATO SLICED 1/4" 5# TRAY	386	\$29.50
0CUP50			115 SLICES/TRAY		
CUCUMBER SLICE PORTION, CS	107	\$32.50	0ZUP50		
50ct / 2.58oz			ZUCCHINI SLICED PORTION, C:26		\$24.50
0TP50			50ct / 2oz		
TOMATO GRAPE PORTIONS 50ct	128	\$58.50			
50/ 2.64oz					
PAF138					
APPLE FUJI 138ct 40#, CS	299	\$38.50			
PAGR138					
APPLE GRAN SMTH 138ct 40#,CS	256	\$46.50			
PAS138					
SCHOOL APPLE 138ct, 40# CS	1349	\$38.50			

PBANDGT		
BANANA DOLE GREEN TIP, 40#C 38		\$29.50
PBANPGT		
BANANA PETITE GRN TIP,40# CS508		\$24.50
PCEL24		
CELERY 24 CT, CASE	9	\$29.50
PCILBU		
CILANTRO BUNCH, EA	88	\$1.65
PCTBB1		
CARROT BABY 30/1# CASE	149	\$37.50
PCTBB3		
BABY CARROTS 100/3oz, CS	527	\$32.50
PCUC36		
CUCUMBER 36 CT, CASE	124	\$24.50
PGRLF		
LETTUCE GRNLEAF 24ct, CS	1	\$26.50
PL115		
LEMONS 115CT, 40# CS	6	\$43.50
PNECTVF		
NECTARINE VF 100CT, CS	280	\$38.50
PONJE		
ONION BROWN JUMBO, EA	26	\$0.60
POR113		
ORANGE 113ct 40#, CS	38	\$29.50
PPCHS		
PEACH VF PACK 100ct , CASE	16	\$39.50
PPLS		
PLUM SCHOOL SIZE VF, CS	455	\$38.50
PPRS		
PEAR SCHOOL SIZE, 40# CS	383	\$47.50
PSPC		
SPINACH 2.5# CELLO BAG, EA	77	\$6.75
PTANGSL		
TANGERINE SCHOOL SIZE, CS	1300	\$40.50
PTOM56		
TOMATO 5x6, 18# CS	52	\$29.50
PTOMG		
TOMATO GRAPE 12ct, CS	223	\$32.50







# Harvest Produce, Inc. 03-04-25 (CNS)

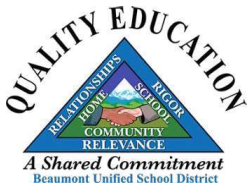
Final Audit Report

2025-02-04

Created:	2025-02-04 (Pacific Standard Time)
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyFhm4mPu6xefJw_WEQs0OhL52xeMmEVk

## "Harvest Produce, Inc. 03-04-25 (CNS)" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)  
2025-02-04 - 8:51:22 AM PST - IP address: 204.100.121.1
-  Document emailed to tony@harvestproduceinc.com for signature  
2025-02-04 - 8:54:43 AM PST
-  Email viewed by tony@harvestproduceinc.com  
2025-02-04 - 9:10:47 AM PST - IP address: 104.178.55.128
-  Signer tony@harvestproduceinc.com entered name at signing as CJ Alanis  
2025-02-04 - 9:12:12 AM PST - IP address: 104.178.55.128
-  Document e-signed by CJ Alanis (tony@harvestproduceinc.com)  
Signature Date: 2025-02-04 - 9:12:14 AM PST - Time Source: server- IP address: 104.178.55.128
-  Agreement completed.  
2025-02-04 - 9:12:14 AM PST



# Beaumont Unified School District

## RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated March 5, 2025, to the AGREEMENT between the Beaumont Unified School District and P&R Paper Supply Company, Inc. - Imperial Dade 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: 03/05/25 - 06/30/25

This amendment represents a modification to services as follows:  
 An agreement to increase the contract amount to provide paper supplies and paper goods as needed for the 2024-25 fiscal year.

**ORIGINAL CONTRACT AMOUNT** ..... \$ 280,000.00

This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 25,000.00

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

**NEW CONTRACT AMOUNT** ..... \$ 305,000.00

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

Requestor's Information
School/Department: <u>Child Nutrition Services</u>
Contact Person <u>Jennifer Navarro</u> Ext. <u>005404</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012535</u>
Required Updated Forms
<b>Check off any items that are applicable to the contract:</b>
<input checked="" type="checkbox"/> Fee Schedule
<input type="checkbox"/> Business/Professional License (if expired)
<input type="checkbox"/> Insurance: General Liability/Professional Liability/E&O
<input type="checkbox"/> Insurance: Business Auto Liability
<input type="checkbox"/> Insurance: Workers' Compensation or Certification
<input type="checkbox"/> Other - Professional Service Certificate if expired)

Consultant Authorized Representative				
 <small>Michael Ayala (Feb 4, 2025 13:04 PST)</small>				
CONSULTANT'S SIGNATURE				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><b>Michael Ayala</b></td> <td style="width: 50%; border: none;"><b>School District CSR</b></td> </tr> <tr> <td style="border: none; font-size: small;">PRINT NAME</td> <td style="border: none; font-size: small;">TITLE</td> </tr> </table>	<b>Michael Ayala</b>	<b>School District CSR</b>	PRINT NAME	TITLE
<b>Michael Ayala</b>	<b>School District CSR</b>			
PRINT NAME	TITLE			
P O BOX 590				
Address				
REDLANDS, CA 92373-0201 USA				
City/State/Zip				
Phone 909-389-1861				
Email <u>michael.ayala@imperialdade.com</u>				
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.				



Phone (909) 794-1108 ~ Fax (909) 794-1237

**Beaumont USD**

2024-2025 Price List

Bid Line #	Item Number	Description	UM	2023-2024 Price	2024-2025 Price
1	16FPPMW	1pt MICRO PAIL PAGODA 500/cs	CS	\$ 39.55	✓
2	SO96B	6x9 THIN GREEN SCOURING PAD 6/10	CASE	No Usage	No Pricing
3	CT7571251	12oz MEDIUM CRUISER BOWL 624/CS	CS	\$ 72.95	✓
4	CT7571601	16oz MEDIUM CRUISER BOWL 624/CS	CS	\$ 80.95	✓
5	PL2572001H31	LID FOR MEDIUM CRUISER BOWL 624/CS	CS	\$ 70.25	✓
7	VB9PBPPPF	9BPB - VICTORIA BAY 9" R BAGASSE PLATE 500/CS	CS	\$ 45.25	✓
8	PT8BKBK2	8" SQUARE PYRO/TERRY POT HOLDER BLACK	PR	No Usage	No Pricing
9	88134	CKF #4S WHITE TRAY 500/CS	CS	\$ 28.95	✓
10	46075	11x10 PLAIN GRAB & GO BAG 500/CS	CS	\$ 13.56	✓
11	FFIB85033	16.5"x34' ICE BLANKET 1RL	CS	\$ 115.00	✓
12	11428	BOX CUTTER 48BX/CS-12/BX	BX	\$ 5.40	✓
13	CR927	28oz BLACK RECTANGLE MICRO COMBO 150/150	CS	\$ 69.45	✓
14	21215	12x10.75 JIF FOIL SHEETS 6/500	CS	No Usage	No Pricing
16	VBPC201PP	2oz CLR (PP) PORTION CUP 2500/CS	CS	\$ 28.25	✓
17	VB550PC	5.5oz CLEAR (PP) PORTION CUP 2500/CS	CS	\$ 53.50	✓
18	VBPCLID345	3.25/4/5.5oz CLEAR PORTION LID 2500/CS	CS	\$ 33.25	✓
19	F2449PKT	ALCOHOL PROBE WIPES (1x2.25) 1M/CS	CS	\$ 18.20	✓
20	VB71843	12oz FOOD CONTAINER W/ VENTED PAPER LID 250/250	CS	\$ 63.50	✓
21	71203	8oz COMBO PAPER FOOD CONT PLAS LID 250/CS	CS	\$ 54.20	✓
22	8J8	8oz FOAM CUP 40/25	CS	No Usage	No Pricing
23	10HDXW	10oz WHITE SQUAT PAPER HOT CUP VB 1M/CS	CS	No Usage	No Pricing
28	DP0710	7x10 PLAIN DELI BAG 2M/CS	CS	\$ 16.95	✓
29	.DP52510HDP	5x10 CLEAR PLAIN HOT DOG BAG 2M	CS	No Usage	No Pricing
30	216709FH	6.5x7 PORTION BAG FLIP TOP SADDLE PACK 2M	CS	\$ 9.15	✓
32	20FH60FH	10.5x11 ZIP-LOCK 1- GALLON BAG 250/CS	CS	\$ 14.00	✓
33	20FH70	13x15.5 ZIP-LOCK 2-GALLON BAG 100/CS	CS	\$ 11.50	✓
34	22STL34	34x25 STEAM PAN LINER 250/CS	CS	\$ 34.50	✓
35	303679971	52x80 6mil BUN RACK COVERS 50/CS	CS	\$ 17.95	✓
38	64V3000PFM	MEDIUM PF CLEAR VINYL GLOVE 10/100	CS	\$ 25.50	✓
39	64V3000PFL	LARGE PF CLEAR VINYL GLOVE 10/100	CS	\$ 25.50	✓
40	64V3000PFXL	X-LARGE PF CLEAR VINYL GLOVE 10/100	CS	\$ 25.50	✓

**Beaumont USD**

2024-2025 Price List

Bid Line #	Item Number	Description	UM	2023-2024 Price	2024-2025 Price
41	SPORKMK	SCHOOL LUNCH KIT W/MILK STRAW 1M/CS	CS	\$ 15.25	✓
42	3605FORK	FORK NAPKIN MILK STRAW KIT 1M/CS	CS	\$ 16.25	✓
44	3642F	MWPTS-102 MED WEIGHT SPOON 10/100	CS	\$ 10.94	✓
46	#N/A	5.75" WRAPPED SPIKE STRAW 12M/CS	CS	No Usage	No Pricing
47	35122042	2# (#200) RED CHECK FOOD TRAY 1M/CS	CS	\$ 31.20	✓
48	35122045	3# (#300) RED CHECK FOOD TRAY 500/CS	CS	\$ 28.00	✓
49	614303520341	MP963 MY PLATE DESIGN CARRY TRAY 500/CS	CS	\$ 36.00	✓
50	21114TRAY	SLT5SW1 - 5comp NATURAL SCHOOL TRAY 240/CS	CS	\$ 20.95	✓
51	7150	3gal KRAFT BEVERAGE ON THE MOVE 10/CS	CS	\$ 131.90	✓
52	SG01035	16-3/8x24-3/8 #GPQ WHITE PAN LINER 1M/CS	CS	\$ 43.20	✓
54	45782	PLAIN FOIL SANDWICH BAG 1M/CS	CS	\$ 41.95	✓
56	45785	PLAIN FOIL HOT DOG BAG 1M/CS	CS	\$ 41.95	✓
58	418BAG	7x6-3/4 WHITE SLEEVE/ CONE LINER 2M/CS	CS	\$ 42.65	✓
59	BS2240009016G	3/8"x180yd GREEN BAG SEALING TAPE 96/CS	RL	\$ 2.00	✓
61	VBTFN	71300 HYNAP TALLFOLD NAPKIN 10M/CS	CS	\$ 29.85	✓
62	VB1010	FLOW 10 - 10x10.75 DELI INTERFOLD WAX PAPER 6M/C	CS	\$ 55.95	✓
63	YTHB0500	5comp BLACK FOAM TRAY HEAVY DUTY 500/CS	CS	\$ 27.25	✓
<b>BLUE Item #s = Updated Item #</b>					









# P&R Paper Supply Company, Inc. - Imperial Dade 03-04-25 (CNS)

Final Audit Report

2025-02-04

Created:	2025-02-04 (Pacific Standard Time)
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfCdnG9-BaumLIFaJjiUKJD6AtWesg72

## "P&R Paper Supply Company, Inc. - Imperial Dade 03-04-25 (CNS)" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)  
2025-02-04 - 12:50:39 PM PST- IP address: 204.100.121.1
-  Document emailed to michael.ayala@imperialdade.com for signature  
2025-02-04 - 12:52:36 PM PST
-  Email viewed by michael.ayala@imperialdade.com  
2025-02-04 - 1:02:36 PM PST- IP address: 104.47.55.126
-  Signer michael.ayala@imperialdade.com entered name at signing as Michael Ayala  
2025-02-04 - 1:04:04 PM PST- IP address: 209.215.140.90
-  Document e-signed by Michael Ayala (michael.ayala@imperialdade.com)  
Signature Date: 2025-02-04 - 1:04:06 PM PST - Time Source: server- IP address: 209.215.140.90
-  Agreement completed.  
2025-02-04 - 1:04:06 PM PST

**RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS**

3939 Thirteenth Street  
Riverside, CA 92501

**MODIFICATION  
Data Processing and Network Services**

This is modification number **one (1)** to Agreement Number IN80001, by and between **Riverside County Superintendent of Schools**, hereinafter referred to as "SUPERINTENDENT", and **Beaumont Unified School District**, hereinafter referred to as "LEA", for **E-Rate - ISP w/Firewall & Transport Services**.

This Agreement is modified in accordance with the modification clause.

Effective upon signing, extend the term of this Agreement through **June 30, 2026**. This modification represents an increase in the amount of **\$137,800.00**, to include year one of a two-year option to renew.

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

- The total amount of this Agreement, including this change remains the same annually.
- LEA'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

Scott S. Price, Ph.D., Chief Business Official  
Division of Administration and Business Services  
Printed Name and Title

Carmen Ordonez / Director of Fiscal Services  
\_\_\_\_\_  
Printed Name and Title

Date \_\_\_\_\_

Date \_\_\_\_\_

## CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE

This agreement is made effective on March 5, 2025 (date) by and between STEM Fuse SD, LLC, hereafter called "VENDOR," and Beaumont Unified School DISTRICT, hereafter called "DISTRICT."

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

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

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

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

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

1. The terms and conditions of the Agreement and any addenda are incorporated herein by reference.
2. The term shall expire once services have completed between DISTRICT and VENDOR or in any addenda, whichever controls.
3. Pupil records 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: Students have control over all / any content they create and can store their content on their personal device or within their CareerHighways digital portfolio.
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: STEM Fuse will work with our school's to ensure parents have access to information regarding our curriculum or their student's information. This is a case by case basis and we can create parent accounts or provide / change any information created by their student. Schools will contact customerservice@stemfuse.com with any parental needs.
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:  
Entering in Student information is optional within the STEM Fuse Educate Platform, and, besides name & email, we don't collect any PII. Schools can contact customerservice@stemfuse.com regarding the review, deletion, or updating of their teacher and student data.

---

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

7. A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records:  
STEM Fuse does not capture data outside of student name and email. We will notify all of our school customers in the event of a data breach.
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:  
Our school customers have the right to request the deletion of teacher and student accounts at anytime. Contact customerservice@stemfuse.com
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:  
STEM Fuse complies with FERPA. More information on the STME Fuse Privay Policy and Data Compliance can be found here <https://www.stemfuse.com/privacy-policy>

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

BEAUMONT UNIFIED SCHOOL DISTRICT

**District Authorized Signature:**

\_\_\_\_\_

Printed Name and Title:

Carmen Ordonez / Director of Fiscal Services

\_\_\_\_\_

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

**Vendor Authorized Signature:**

*Tyler Tatge*  
 \_\_\_\_\_

Printed Name and Title:

Tyler Tatge, VP STEM & CTE

\_\_\_\_\_

Date: 2/4/2025

## California AB 1584 Compliance Checklist for Technology Services

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

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

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

Payment Required by 3/31/25

# QUOTE

## STEM Fuse, LLC

Science. Technology. Engineering. Math.

304 S Splitrock Blvd, #201  
Brandon, SD 57005  
[Customerservice@stemfuse.com](mailto:Customerservice@stemfuse.com)  
[www.stemfuse.com](http://www.stemfuse.com)

QUOTE# 1244  
DATE: JANUARY 24, 2025

TO

E-mail:  
School:  
Phone:

Attn:

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE
T. Tatge	STEM	E-mail	NA	Curriculum Access Provided upon payment

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
1	SF Suite	<p>Full web access to digital curriculum: Access to all 20 STEM Fuse K-12 CTE and STEM programs. Subscription for STEM Fuse content good until <b>6/30/2026</b>.</p> <p>Subscription for the above mentioned courses are good until <b>6/30/2026</b>. Teacher training and support included. Site license.</p> <p>Questions - <a href="mailto:tyler.tatge@stemfuse.com">tyler.tatge@stemfuse.com</a> or Call 320-291-5665. Fax- 320-272-8782</p>	\$37,200.00	\$32,200.00 Pay by 3/31/25	\$5,000.00
				Subtotal	\$5,000.00
				SALES TAX	\$0.00
				TOTAL	\$5,000.00

**THANK YOU!** Please remit payment to **STEM Fuse, LLC**, at address above. Contact [customerservice@stemfuse.com](mailto:customerservice@stemfuse.com) with questions

**AGREEMENT FOR REIMBURSEMENT  
OF  
INSPECTION COSTS**

**By and Between**

**THE BEAUMONT UNIFIED SCHOOL DISTRICT,**

**And**

**SBA 2012 TC ASSETS, LLC**

**Dated March 5, 2025**

## **AGREEMENT FOR REIMBURSEMENT OF INSPECTION-RELATED COSTS**

This Agreement for Reimbursement of Inspection-Related Costs ("Agreement") is made effective as of March 5, 2025 ("Effective Date") by and between the Beaumont Unified School District ("District"), a public school district organized and existing pursuant to California law, and SBA 2012 TC ASSETS, LLC ("Facility Owner"), a Delaware limited liability company designated as Entity No. 200828110267 by the California Secretary of State. The District and the Facility Owner may be referred to herein individually as a "Party" and collectively as the "Parties."

### **RECITALS**

A. The District owns and operates a maintenance facility located at 1001 Cougar Way, in the City of Beaumont, California ("Maintenance Property").

B. The District and Cox PCS Assets, L.L.C. ("Cox") previously entered into that certain agreement effective as of April 25, 2002, and entitled "PCS Site Agreement" ("Initial Agreement"). The Initial Agreement provides for use by Cox of a portion of the Maintenance Property that is approximately 1,500 square feet in size ("Former Premises") to install, remove, replace, repair, maintain, modify, and operate a communications facility ("Communications Facility").

C. The District and Sprint PCS Assets, LLC ("Sprint"), which, with respect to the Initial Agreement, purported to be the successor in interest to Cox, entered into that certain amendment to the Initial Agreement also effective as of April 25, 2002, and entitled "First Amendment to PCS Site Agreement" ("Amendment No. 1"). Amendment No. 1 provided for relocation of electrical and telephone utilities serving the Communications Facility, in the event the District undertook certain work within the Maintenance Yard. The Parties understand that, in 2020, Sprint merged with, and became a part of T-Mobile USA, Inc. ("T-Mobile"), a Delaware corporation designated as Entity No. 2219676 by the California Secretary of State. The Initial Agreement and Amendment No. 1 (together, the "Original Agreement") provides that it had an initial term of five years, with four automatic renewals of five years each, for a total term of 25 years. The Parties acknowledge that the Original Agreement will expire on April 24, 2027, and thereafter will be of no force or effect.

D. The Facility Owner hereby represents and warrants, as of the Effective Date, that: (i) with respect to the Original Agreement, the Facility Owner is the duly authorized successor in interest to both Cox and Sprint; (ii) the Facility Owner currently possesses full and unqualified ownership and control of the Communications Facility; (iii) the Facility Owner does not itself provide communications services using the Communications Facility; (iv) with respect to the Communications Facility, T-Mobile is a tenant of the Facility Owner; (v) T-Mobile is the sole communications provider operating at and from the Communications Facility; and (vi) there are no communications providers (other than T-Mobile) using the Communications Facility and/or collocating at or from the Communications Facility.

E. The Facility Owner has obtained written approval from the California Department of General Services, Division of State Architect ("DSA") for certain alterations to the Communications Facility ("Facility Alterations"). The Facility Owner hereby represents and warrants to the District that the Facility Alterations are intended solely for use by T-Mobile, and that the Facility Alterations are not intended to, and will not be used to, facilitate communication services at or from the Communications Facility, on a collocation basis or otherwise, by any communications provider other than T-Mobile. The copy of the DSA written approval ("DSA Approval") specifies that the application number for the project



to install the Facility Alterations (“Project”) is Application No. 04-121878, and the DSA file number for the Project is File No. 33-6. The copy of the DSA Approval that the Facility Owner provided to the District is attached as Exhibit “A” to this Agreement.

F. The Facility Owner also provided, to the District, a copy of the drawings and specifications providing for construction and/or installation of the Facility Alterations approved by DSA (“Alteration Plans”), which are attached as Exhibit “B” to this Agreement. For avoidance of doubt regarding the Alteration Plans (because the Alteration Plans depicted in Exhibit B have been reduced in size to fit within the page boundaries), the Parties acknowledge that: (i) pages 1 through 10, inclusive, of the Alteration Plans specify that the final revision “E,” by MND Incorporated, occurred on November 10, 2022; and (ii) pages 11 through 19, inclusive, of the Alteration Plans specify a “first issue” only, of May 13, 2022.

G. The Facility Owner hereby represents and warrants to the District that: (i) the Alteration Plans provide for construction and/or installation of alterations to the Communications Facility solely to the extent of the alterations within the scope of the DSA Approval; and (ii) in no event shall the Project facilitate or result in any collocation, sublease, assignment, or other transfer of the Facility Owner’s rights pursuant to the Original Agreement.

H. The Parties acknowledge that, in accordance with DSA requirements and California law, the District must contract for the services of a DSA-certified inspector for the Project (“DSA Inspector”) and for the services of an inspector that will perform special inspections required for the Project (“Special Inspector”). The Parties further acknowledge that: (i) Section 7 of the Initial Agreement provides that the Facility Owner “may, at its expense, make such improvements on the Site as it deems necessary from time to time”; and (ii) nothing in the Original Agreement requires that the District contract for inspection services needed in connection with the Project, at the Facility Owner’s cost or otherwise. However, the District is amenable, subject to the terms and conditions of this Agreement, to contracting for the services, in connection with the Project, of the DSA Inspector and the Special Inspector.

**Now**, in consideration of the foregoing and of the respective rights and obligations of the Parties as set forth in this Agreement, consideration that each Party hereby acknowledges is adequate, the Parties hereby agree as follows:

## **AGREEMENT**

### ***Section 1. District Contracts for Inspection Services.***

***Subsection 1.1 DSA Inspector.*** Promptly after the Effective Date, but subject to the District’s agenda scheduling and posting requirements and also to Section 2 herein, the District shall contract with Stephen K. Payte DSA Inspections, Inc. to act as the DSA Inspector for purposes of the Project. The pricing for the District’s contract with the DSA Inspector (“DSA Inspection Contract”) shall be based on the DSA Inspector’s proposal, a copy of which is set forth in Exhibit “C” attached to this Agreement, and the District shall promptly provide, to the Facility Owner, a copy of the DSA Inspection Contract once that has been fully executed. Notwithstanding anything to the contrary, the Facility Owner or the contractor responsible for the construction and/or installation of the Project shall have any and all responsibility for coordination and scheduling of the DSA Inspector’s services, and for providing all access and directions needed for the DSA Inspector to perform the required inspection

00751946 - v1

services. Requests by a Party for modifications to the DSA Inspection Contract shall be set forth in writing and provided to the other Party and the DSA Inspector, and requests by the DSA Inspector for modifications to the DSA Inspection Contract shall be set forth in writing and provided to both of the Parties. Except to the extent required by applicable law, any and each modification to the DSA Inspection Contract shall be subject to the consent of both the District and the Facility Owner, and, in accordance with applicable law, no amendment or other modification to the DSA Inspection Contract shall be valid or binding absent approval by the Board of Trustees of the Beaumont Unified School District ("District Board").

**Subsection 1.2 Special Inspector.** Promptly after the Effective Date, but subject to the District's agenda scheduling and posting requirements and also to Section 2 herein, the District shall contract with Leighton Consulting, Inc. to act as the Special Inspector for purposes of the Project. The pricing for the District's contract with the Special Inspector ("Special Inspection Contract") shall be based on the Special Inspector's proposal, a copy of which is set forth in Exhibit "D" attached to this Agreement, and the District shall promptly provide, to the Facility Owner, a copy of the Special Inspection Contract once that has been fully executed. Notwithstanding anything to the contrary, the Facility Owner or the contractor responsible for the construction and/or installation of the Project shall have any and all responsibility for coordination and scheduling of the Special Inspector's services, and for providing all access and directions needed for the Special Inspector to perform the required inspection services. Requests by a Party for modifications to the Special Inspection Contract shall be set forth in writing and provided to the other Party, the DSA Inspector and the Special Inspector, and requests by the Special Inspector for modifications to the Special Inspection Contract shall be set forth in writing and provided to both of the Parties and the DSA Inspector. Except to the extent required by applicable law, any and each modification to the Special Inspection Contract shall be subject to the consent of both the District and the Facility Owner, and, in accordance with applicable law, no amendment or other modification to the Special Inspection Contract shall be valid or binding absent approval by the District Board.

## **Section 2. Reimbursement by Facility Owner.**

**Subsection 2.1 District Costs.** Within five days following the Effective Date, the Facility Owner shall pay to the District the fixed, lump-sum amount of \$12,500.00 ("Cost Reimbursement"), which shall be deemed and construed to be reimbursement to the District for its administrative, legal and other costs associated with negotiation and preparation of this Agreement, the DSA Inspection Contract and the Special Inspection Contract, and for administration of the DSA Inspection Contract and the Special Inspection Contract. In no event shall any portion of the Cost Reimbursement be refundable to the Facility Owner. The Facility Owner shall issue the Cost Reimbursement to the District in the form of a check made payable to the "Beaumont Unified School District."

**Subsection 2.2 Inspector Fees.** Within five days following the Effective Date, the Facility Owner shall pay to the District: (i) the fixed, lump-sum amount of \$3,360.00 ("Initial DSA Inspector Fee"), which shall be deemed and construed to be reimbursement to the District for paying the DSA Inspector's not-to-exceed fee as set forth in Exhibit C hereto; and (ii) the fixed, lump-sum amount of \$10,987.00 ("Initial Special Inspector Fee"), which shall be deemed and construed to be reimbursement to the District for paying the Special Inspector's estimated fee as set forth in Exhibit D hereto. The Facility Owner shall issue payment of such reimbursement amounts (collectively, the "Initial

Fee Reimbursement”) to the District in the form of a check made payable to the “Beaumont Unified School District.” In no event or circumstances: (i) shall any portion of the Initial Fee Reimbursement be refundable to the Facility Owner; (ii) shall the District be required to pay any amounts to the DSA Inspector that total more than the Initial DSA Inspector Fee, except as provided in Subsection 2.3 herein; or (iii) shall the District be required to pay any amount(s) to the Special Inspector that total more than the Initial Special Inspector Fee, except as provided in Subsection 2.3 herein. The Facility Owner shall indemnify, defend, and hold-harmless the District and the District Agents (defined in Subsection 3.1 herein), as provided in Section 3 herein, with respect to claims and/or demands by the DSA Inspector and/or Special Inspector for payments in excess of, respectively, the Initial DSA Inspector Fee and the Initial Special Inspector Fee, if such excess amounts have not been approved in accordance with Subsection 2.3 herein.

**Subsection 2.3 Modification to Inspection Contracts or Fees.** In no event shall a Party, absent written notice to the other Party and approval by the other Party: (i) agree to any modification to the scope of the DSA Inspection Contract or agree to any modification to the DSA Inspector Fee; or (ii) agree to any modification to the scope of the Special Inspection Contract or any modification to the Special Inspector Fee. Neither Party shall unreasonably deny, delay or condition its approval of any such modification; provided that any and each such modification shall be subject to execution of applicable written agreements as provided in this Subsection. In each case that the Parties determine to proceed with any such modification, the District shall cause to be prepared: (i) an amendment to this Agreement (each an “SBA Amendment”); and (ii) an amendment to, as applicable, the DSA Inspection Contract and/or the Special Inspection Contract (each an “Inspection Contract Amendment”). Each SBA Amendment shall, among other things, provide for reimbursement to the District of an amount deemed to be the costs incurred by the District in connection with its consideration of the requested modification and preparation, approval, and administration of the SBA Amendment and corresponding Inspection Contract Amendment(s), and the District may condition its approval of any modification on the Parties agreeing to the terms and conditions of the SBA Amendment. Each Inspection Contract Amendment shall reflect the agreed-upon modification to, as applicable, the scope of the inspection services and/or the inspection fee. In each case, the Facility Owner must execute the SBA Amendment and deliver it to the District and, as applicable, the DSA Inspector and/or Special Inspector must execute the corresponding Inspection Contract Amendment(s) and deliver it(those) to the District, prior to the District being obligated to seek District Board approval of the SBA Amendment and the Inspection Contract Amendment(s). In each case, following receipt of the executed SBA Amendment and corresponding Inspection Contract Amendment(s), and subject to the District’s agenda scheduling and posting requirements, the District shall seek District Board approval of the SBA Amendment and corresponding Inspection Contract Amendment(s). In each case, within ten days following approval, execution, and delivery by the District of the SBA Amendment and corresponding Inspection Contract Amendment(s), the Facility Owner shall pay to the District all reimbursement and fee amounts specified in the SBA Amendment and the Inspection Contract Amendment(s) (each a “Subsequent Fee Reimbursement”). The Facility Owner, in each case, shall issue the Subsequent Fee Reimbursement to the District in the form of a check made payable to the “Beaumont Unified School District.”

**Subsection 2.4 Late Payments.** A condition precedent to the issuance by the District of the DSA Inspection Contract and the Special Inspection Contract shall be the receipt by the District of the Cost Reimbursement and the Initial Fee Reimbursement. If the Facility Owner fails to pay any Subsequent Fee Reimbursement within the applicable ten-day period, then, notwithstanding anything

that may be construed to the contrary, the Facility Owner shall be responsible and liable for paying to the District: (i) interest on the late payment, calculated at the rate of 1.5 percent per month; and (ii) costs incurred by the District to collect the late payment and accrued interest, including, without limitation, legal costs.

**Section 3. Indemnification.**

**Subsection 3.1 Scope of Obligation.** Notwithstanding anything in the Original Agreement or elsewhere that may be construed to the contrary, and as part of the material consideration to the District for entering into this Agreement, the Facility Owner shall indemnify, defend, and hold-harmless the District, the District Board and each of its individual members, and the District's other officers, employees, agents, and other representatives (collectively, not including the District, the "District Agents"), and each of them, with respect to any and all claims, demands, actions and other proceedings, damages, losses, costs and expenses (including, without limitation, attorneys' fees and other legal costs), and other liabilities of any nature whatsoever that arise from the acts and/or omissions of the Facility Owner, any of the Facility Owner's consultants, contractors, and/or other representatives, the DSA Inspector, and/or the Special Inspector in connection with the Project, this Agreement, the DSA Inspection Contract, and/or the Special Inspection Contract. For avoidance of doubt, the foregoing obligations apply, without limitation, to: (i) claims for damage to property, injury to or death of person(s), and/or worker compensation; and (ii) claims by the DSA Inspector and/or Special Inspector for payment in excess of the amounts set forth in Subsection 2.2 herein or, if applicable, the amounts duly approved pursuant to Subsection 2.3 herein.

**Subsection 3.2 Defense Obligation.** Any and each defense of the District and/or District Agents shall be conducted by qualified and appropriately experienced legal counsel reasonably acceptable to the District, but selected and retained by the Facility Owner at its sole cost. If, upon request of the Facility Owner or its legal counsel, the District consents to participating in any such defense of the District and/or any of the District Agents, or if the District otherwise is required to participate in any such defense, the Facility Owner shall pay all costs incurred by the District in doing so, including, without limitation, the reasonable attorneys' fees and other legal costs incurred by the District. In no event shall the Facility Owner settle any claim, demand, litigation, or other proceeding: (i) if the settlement does not fully and finally resolve all existing and potential claims, demands, and liabilities that have been or could be asserted against the District, whether known or unknown as of the settlement date; or (ii) if the District will have any continuing obligations following the settlement, other than as expressly set forth in this Agreement.

**Subsection 3.3 Refusal of Tender.** If, following tender by the District, the Facility Owner refuses or otherwise declines or fails to provide a defense of any claim or other matter that reasonably, whether by direct assertion or by inference, is within the scope of the Facility Owner's obligations pursuant to Subsection 3.1 and Subsection 3.2 herein, then: (i) the District shall be entitled to provide its own defense; (ii) the Facility Owner shall not thereby be excused from its obligations to indemnify and hold-harmless the District; and (iii) the Facility Owner shall be deemed and construed for all purposes to have waived any and all claims and defenses that the District provided an inadequate defense.

**Subsection 3.4 Insurance Not a Limitation on Liability.** In no event shall any of the Facility Owner's obligations pursuant to this Section 3 be deemed or construed to be subject to,

conditioned upon, or limited by: (i) the existence of any insurance coverage, whether procured by the Facility Owner, the District, or any other person or entity; or (ii) the amount of, or receipt by any person or entity of, any insurance proceeds.

**Subsection 3.6 Survival.** The Parties' respective rights and obligations pursuant to this Section 3 shall survive, as applicable: (i) the expiration or termination of this Agreement; (ii) performance of any work on and/or completion of the Project; (iii) the performance of and/or completion of services by the DSA Inspector and/or Special Inspector.

**Section 4. Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, notwithstanding any conflict of laws, choice of law, or other provision of any federal, state, or local law, regulation, or other governmental requirement. Any and each action, mediation, arbitration and other proceeding that arises from or in connection with this Agreement shall be initiated and conducted solely in an appropriate state or federal court located in the County of Riverside, California.

**Section 5. Waiver.** No obligation to be performed by a Party pursuant to this Agreement can be waived except by means of written waiver signed by the other Party. The failure of either Party to insist on strict compliance with any provision or requirement of this Agreement shall not be deemed or construed to constitute a waiver of that provision or requirement, nor shall any waiver or relinquishment of any right or power in any particular situation be deemed a waiver or relinquishment of that right or power applicable to any other situation.

**Section 6. Entire Agreement.** This Agreement represents the entire understanding and agreement of and between the Parties with respect to the matters described in this Agreement. This Agreement supersedes and replaces any and all prior and contemporaneous discussions, negotiations, understandings and agreements relating to such subject matter, whether written or oral.

**Section 7. Agreement Consistent with Applicable Law.** Each Party hereby represents and warrants that it is authorized to enter into and perform all of its obligations pursuant to, and in accordance with, this Agreement.

**Section 8. Counterparts and Signatures.** This Agreement may be executed in two or more counterparts, which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Agreement containing the signatures of both Parties. Although execution of this Agreement using DocuSign, Adobe Sign, or similar technology is not hereby authorized, original signatures scanned into PDF format and sent via email shall be binding for all purposes relating to this Agreement.

**Section 9. Due Authority of Signatories.** Each person who has signed this Agreement on behalf of a Party shall be deemed and construed to thereby represent and warrant that he, she, or they has been duly authorized by appropriate action of such Party to sign, and thereby bind such Party to, this Agreement.

SIGNATURE PAGE FOLLOWS

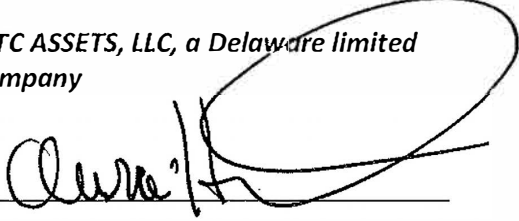
*In witness whereof*, the Parties have executed this Agreement as evidenced by the signatures, below, of their respective duly authorized representatives.

**Beaumont Unified School District**

By: \_\_\_\_\_  
Sergio San Martin, Chief Business Official

**District Board Approved on:** \_\_\_\_\_  
2025

**SBA 2012 TC ASSETS, LLC, a Delaware limited liability company**

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

Print Name: Alyssa Houlihan

Print Title: Vice President, Site Leasing

Date Signed: 12.19.24

*Exhibit A*  
**DSA APPROVAL OF FACILITY ALTERATIONS**



San Diego Regional Office  
10 Via Frontera, Suite 300  
San Diego, CA 92127  
www.v.dsa.dgs.ca.gov

I (858) 674-5400  
STATE OF CALIFORNIA  
GOVERNOR GAVIN NEWSOM

**1/16/2024 - APPROVAL OF PLAN(S)**

Mays Kakish  
BEAUMONT UNIFIED SCHOOL DISTRICT  
Post Office Box 187  
Beaumont, CA 92223-0187

**Project:** BEAUMONT USD - TRANSPORTATION  
**Total Scope of Project:** Alterations to 1-Cellular Pole/Tower & Equipment Enclosure

**Increment #:** 0  
**Application #:** 04-121878  
**File #:** 33-6

Drawings and specifications for the subject project have been examined and stamped by the Division of the State Architect (DSA) for identification on 1/16/2024. This letter constitutes the "written approval of the plans as to the safety of design and construction" required before letting any contract for construction, and applies to the work shown on these drawings and specifications. The date of this letter is the DSA approval date.

Approval is limited to the particular location shown on the drawings and is conditioned on construction starting within four years from the stamped date. The inspector must be approved and the contract information, including the construction start date, must be given to DSA prior to start of construction.

DSA does not review drawings and specifications for compliance with Parts 3 (California Electrical Code), 4 (California Mechanical Code), and 5 (California Plumbing Code) of Title 24. It is the responsibility of the professional consultants named on the application to verify this compliance.

Please refer only to the boxes checked below which indicate applicable conditions specific to this project.

- Buildings constructed in accordance with approved drawings and specifications will meet minimum required standard given in Title 24, California Code of Regulations, for structural safety.
- Buildings or site improvements constructed in accordance with approved drawings and specifications will meet minimum required standard given in Title 24, California Code of Regulations, for fire and life safety.
- This constitutes the written approval certifying that the drawings and specifications are in compliance with state regulations for the accommodation of the disabled which are required before letting any contract for construction. (See Section 4454, Government Code.)
- Due to the nature of the building(s), certain precautions considered necessary to assure long service have not been required. In the condition as built, the building(s) will meet minimum required standards for structural, and fire and life safety. The owner must observe and correct deterioration in the building in order to maintain it in a safe condition.

Application #: 04-121878

File #: 33-6

- Your attention is drawn to the fact that this application was submitted under the provisions of Sections 39140/81130 of the Education Code which permit repairs or replacement of a fire damaged building to be made in accordance with the drawings and specifications previously approved by this office. The drawings and specifications approved for the reconstruction of this building conform to the drawings and specifications approved under application # \_\_\_\_\_.
- Due to the nature of the poles, certain precautions considered necessary to assure long service have not been insisted upon. In their condition as built, they will meet minimum required safety standards; however, your attention is directed to the comparatively short life of wood poles. It will be the responsibility of the owner to maintain them in a safe condition.
- Bleachers or grandstands constructed in accordance with approved drawings and specifications will meet minimum required standards for structural, and fire and life safety. The owner should provide for and require periodic safety inspections throughout the period of use to ensure framing and other parts have not been damaged or removed. On bleachers or grandstands having bolts, locking or safety devices, the owner should require that all such components be properly tightened or locked prior to each use.
- The building(s) was designed to support a snow load of 0 pounds per square foot of roof area. Snow removal must be considered if the amount of snow exceeds that for which the building(s) was designed.
- Deferred Approval(s) Items:

This project has been classified as **Class 3**. An Inspector who is certified by DSA to inspect this class of project must be approved by DSA prior to start of construction.

Please refer to the above application number in all correspondence, reports, etc., in connection with this project.

Sincerely,



Digitally signed by  
Ronald LaPlante  
Date: 2024.01.18  
16:02:11 -08'00'

for Ida Antonioli Clair, AIA  
State Architect



cc:  
Architect



*Exhibit C*

**Proposal for Inspection Services**

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

September 26, 2024

**Re: DSA Project Inspection Services for Transportation Cell Tower Alteration Project  
(04-121878)**

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), at a rate of \$105.00 per hour.

With an anticipated project duration of 4 weeks and an estimated 8 hours of inspection per week, our not to exceed total cost for services is \$3,360.00

*\*There will be a 4-hour minimum charge per site visit*

*\*Hours worked over 8 per weekday and all hours worked Saturday will be charged at time and one half*

*\*Sunday and Holidays will be charged at double time.*

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

Exhibit D



Leighton Consulting, Inc.

October 10, 2024

Proposal No. 038.P000030059

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

Attention: Ms. Ana Gonzalez  
Director of Facilities Planning

**Subject: Proposal for Special Inspection Services  
Cell Tower Improvements  
Beaumont Unified School District  
District Maintenance Yard  
1001 Cougar Way, Beaumont, California  
DSA Application No. 04-121878**

In response to your request, Leighton Consulting, Inc. (Leighton) presents this proposal to provide materials testing and special inspection services for the proposed Cell Tower Improvement Project within the District Maintenance Yard located at 1001 Cougar Way, in the City of Beaumont, California. This is a scope and fee proposal, our qualifications have been previously provided to the District; additional qualifications can be provided upon request.

### **PROJECT DESCRIPTION**

Our understanding of this project is based on the provided Project Drawings, DSA reviewed on January 16, 2024, and the DSA 103-22: Listing of Structural Tests and Special Inspections for DSA Application No. 04-121878.

We understand the project consists of equipment improvements associated with the existing unmanned cell tower within the District maintenance yard. Improvements include

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10532 Acacia Street, Suite B-6, Rancho Cucamonga, CA 91730  
[www.leightongroup.com](http://www.leightongroup.com)

T: 909.484.2205

the installation new antenna panels, antenna levels, equipment cabinets, batteries, routers, and modifications to existing mounts at the top of the monopole tower.

A construction schedule was not available at the time of this proposal but based on our experience with similar projects we anticipate fieldwork will take less than 20 working days.

**PROPOSED SCOPE OF WORK**

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

**Fieldwork**

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

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

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

- **Pre-Construction Meeting:** If required, our field operations manager will attend a pre-construction meeting with representatives of the contractors/sub-contractors and construction management to establish any site access restrictions, points of contact, protocol for scheduling our services, and distribution lists for test results.
- **Post-Installed Anchors:** We will provide a special inspector that has been certified by ICC to observe installation of adhesive anchors and/or dowels. Our special





inspector will view installation of these anchors in accordance with ICC/ESR requirements, specific to anchors used. Our special inspector will also evaluate drill bit compliance, hole depth and cleanliness, rod diameter, length of embedment, ambient temperature, material condition, product description and name, and adhesive shelf-life and condition of packaging. If required, we can also provide pull/torque and/or proof testing of post-installed anchors.

- **Structural Steel Bolting (On-Site):** We will provide an American Welding Society (AWS) Certified Welding Inspector (CWI) with ICC structural steel and bolting to verify bolting connections (including Skidmore-Wilhelm bolt tension verification testing).

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

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

## SCHEDULE

We request at least two working days' advance notice when scheduling our field personnel at the commencement of fabrication and/or roof modifications; while work thereafter may be scheduled with one working day (minimum 24 hour) notice. Calls to our dispatch (**866-LEIGHTON**) after 3:00 pm (prior work day) or on weekends and holidays are not addressed until the first following working day, without prior project-specific arrangement. We anticipate our personnel will be on site part time for special inspection (only), as requested by your field representative. We request that you "partner-with-us" to manage our budget, by avoiding unnecessary trips to the site and to combine required tasks, whenever possible, into one visit. We will work with your field representative to reduce standby time or unnecessary trips to the site.





**FEES AND TERMS**

**Fee Schedule**

These proposed special inspection services during construction will be performed on a time-and-expense basis at unit rates listed on the attached discounted Professional Service Fees. Our budgeted hourly rates are based on the assumption that this is a California prevailing wage project. Our fees will be reduced if this project is not subject to California prevailing wage requirements. We have estimated the following fee for this project; a breakdown of the estimated fee is attached in Table 1.

**ESTIMATED FEE: \$10,987**

The actual scope and fee may vary from what we estimated, if additional time is required on site or if additional testing is required beyond the amount assumed above. If the actual number of our site visits and/or hours requested are less than assumed, then our fees would be less than estimated. Conversely, if there are numerous failed tests, severe wet weather, extensive standby and/or unnecessary site visits, this budget estimate may be insufficient to complete the project, and we will notify you that our budget needs to be augmented. Observation and testing not referenced in our estimated budget will be charged on a time-and-expense basis in accordance with our attached fee schedule.

Changes to the construction schedule can provide a basis for us to update our fee estimate. Changes to the plans and specifications could impact our scope and fee. Assumptions have been made in quantities and hours for estimating our costs. These assumptions are listed below:

- **No Overtime:** Our estimate does not include overtime charges. Overtime work (over 8 hours per day, weekends or holidays) will be billed in accordance with the attached *Professional Fee Schedule*, which may exceed our currently estimated budget.
- **Prevailing Wage:** We assume this project is governed by California prevailing wage requirements.
- **Safe/Timely Access:** We assume the site will be readily and safely accessible without delay to our staff and field testing equipment during construction, with free parking. We assume safe observation and testing locations, and access ladders, will be provided by the construction contractor or others.
- **Daily Minimum:** Daily minimum is four hours for the first hours up to four hours. Any hours worked more than a four-hour minimum will be charged at eight hours up to eight hours. Hours more than eight will be charged at overtime rates. Same-day cancellation will be charged at two hours per day canceled.



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

#### Terms and Conditions

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

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

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

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

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



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**CLOSING**

We appreciate the opportunity to be of continued service to Beaumont Unified School District. If you have any questions or information that would update our scope of work, please contact us at your convenience. The undersigned can be reached at (866) LEIGHTON, directly at the phone extension and e-mail address listed below.

Respectfully submitted,

LEIGHTON CONSULTING, INC.



Jose Tapia, PE 91630  
Senior Project Engineer  
Extension 6786, [jtapia@leightongroup.com](mailto:jtapia@leightongroup.com)

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

Distribution: (1) addressee (PDF via e-mail)



Leighton Consulting, Inc.

Table 1 Estimated Fees

Beaumont USD Cell Tower Improvements  
Material Testing and Special Inspection

Proposal # 038.P000030059

TASK DESCRIPTION		RATE	UNITS	COST
<b>Pre-Construction Meeting/Project Review &amp; Setup</b>				
Project Engineer	Project Setup and Review	\$180.00 / hour	2	\$360.00
Operations Manager	Precon Meeting	\$171.00 / hour	1	\$171.00
<b>SUBTOTAL</b>				<b>\$531.00</b>
<b>Prevailing Wage People</b>				
		<b>Sub Heading</b>		
Special Inspector (Prevailing Wage)	Post-Installed Anchor	\$146.00 / hour	40	\$5,840.00
Special Inspector (Prevailing Wage)	Bolting	\$146.00 / hour	20	\$2,920.00
<b>SUBTOTAL</b>				<b>\$8,760.00</b>
<b>Project Administration and Management</b>				
Associate		\$221.00 / hour	2	\$442.00
Senior Project Engineer		\$198.00 / hour	4	\$792.00
Dispatcher		\$77.00 / hour	4	\$308.00
Project Administrator/Word Processor		\$77.00 / hour	2	\$154.00
<b>SUBTOTAL</b>				<b>\$1,696.00</b>
<b>TOTAL ESTIMATED COST</b>				<b>\$10,987.00</b>





**BEAUMONT UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

**THIS AGREEMENT** (“Agreement”) is made effective on March 5, 2025 (date) by and between Abril Lopez 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 Scope of Work, attached.
- In the Proposal/Quote/Estimate, attached:

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 March 5, 2025 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ 120.00 per hour, for a total cost not to exceed \$ 480.00 --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 sub consultant'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:  
\$1,000,000 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:

- Scope of Work/Proposal/Quote/Estimate
- Insurance Documentation
- Certification by Consultant Criminal Records Check (required if working with students)
- W-9 form (company name must be same as the Consultant)
- Professional License (if license is required to render services)
- 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:**

**Abril Lopez**

Name  
6366 N. Azalea Ave., San Bernardino, CA 92407

Address, City, State and Zip

 02/19/2025  
April Lopez (Feb 19, 2025 10:45 PST)

Signature Date

**ABRIL LOPEZ**

Signer’s Full Name and Title

**ABRIL LOPEZ**

Phone

**(909) 419-1136**

Email

**DISTRICT:**

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

Signature Date  
Carmen Ordonez, Director of Fiscal Services

Signer’s Full Name and Title

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

*(Note: Document must be completed and signed whenever an individual is in proximity to students during services being provided to the District.)*

To the Board of Trustees of Beaumont Unified School District:


I, Abril Lopez (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 March 5, 2025 to the California Department of Justice, and certifies that none have been convicted of any felony specified in Education Code section 45122.1. Consultant shall immediately provide any subsequent arrest and conviction information to the District. Consultant shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of any felony specified in Education Code section 45122.1. Attached hereto, as Exhibit "A", 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 San Bernardino, California on 02/19/2025

Date

  
April Lopez (Feb 19, 2025 10:45 PST)

Signature

Abril Lopez

Typed or printed name

ABRIL LOPEZ

Title

6366 North Azalea Avenue

Address, City, State and Zip

9094191136

Telephone

**EXHIBIT "A"**

List of Individuals Who May Come into Proximity with Students

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

## BEAUMONT UNIFIED SCHOOL DISTRICT

### INSURANCE REQUIREMENTS

- General Liability**  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.*
  
- (Check if Required) Automobile Liability** (If driving on District property)  
Including Hired & Non-Owned Auto Coverage,  
*\$1,000,000 per occurrence (Not transporting students),  
\$5,000,000 per occurrence (Transporting students), for bodily injury and property damage.*
  
- (Check if Required) Cyber Liability**  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.*
  
- (Check if Required) Professional Liability**  
Only if providing specialty License: Doctor, Nurse, etc.  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage. If you have a specialty license, a copy of the license is required.*
  
- (Check if Required) Sexual Abuse & Molestation / Misconduct Liability** (If potentially will be the only adult with pupil)  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.*
  
- Workers Compensation / Employer's Liability** (Unless vendor has no employees)  
*California Statutory Benefits, plus  
With limits of not less than \$1,000,000 employer's liability for each accident, bodily injury by disease and bodily injury by accident.*

#### **Certificate Holder**

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

#### **Endorsements Required**

These endorsements are additional pages that must be attached to the certificate.  
Must either name *Beaumont Unified School District, its Board, officers, agents and employees* or be a blanket endorsement applicable "when required by written contract or agreement".

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



---

Date: 6/2/2025

Number: 0435191

From:

Abril Lopez

6366 N Azalea Ave

San Bernardino Ca 92407

(909) 419-1136

lopezapril87@gmail.com

To:

San Gorgonio Middle School

1591 Cherry Ave,

Beaumont, Ca 92223

Description of Services

Service	Date	Hours	Rate (per hour)	Total
Face Painting Services	6/2/2025	4 hours	\$120.00	\$480.00

Total Amount Due: \$480.00

Payment Due By: On 6/2/2025

Payment Methods Accepted: Check

Thank You for Your Business!



**BEAUMONT UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

**THIS AGREEMENT** (“Agreement”) is made effective on March 5, 2025 (date) by and between Jeanette Tavarez 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 Scope of Work, attached.
- In the Proposal/Quote/Estimate, attached:

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 March 5, 2025 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ 80.00 per hour, for a total cost not to exceed \$ 320.00 --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;
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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 sub consultant’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:  
\$1,000,000 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:

- Scope of Work/Proposal/Quote/Estimate
- Insurance Documentation
- Certification by Consultant Criminal Records Check (required if working with students)
- W-9 form (company name must be same as the Consultant)
- Professional License (if license is required to render services)
- 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:**

**Jeanette Tavares**

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

Name

**Fontana, CA 92335**

Address, City, State and Zip



March 5, 21

Signature

Date

**jeanette Tavares**

Signature

Date

**Carmen Ordonez, Director of Fiscal Services**

Signer's Full Name and Title

Signer's Full Name and Title

**(909) 279-7857**

Phone

**imarbleflesh@gmail.com**

Email

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

*(Note: Document must be completed and signed whenever an individual is in proximity to students during services being provided to the District.)*

To the Board of Trustees of Beaumont Unified School District:

**Jeanette Tavares**

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 March 5, 2025 to the California Department of Justice, and certifies that none have been convicted of any felony specified in Education Code section 45122.1. Consultant shall immediately provide any subsequent arrest and conviction information to the District. Consultant shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of any felony specified in Education Code section 45122.1. Attached hereto, as Exhibit "A", 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 4:30pm Fontana, California on 02-19-2025  
Date

Signature   
**JEANETTE TAVARES**

Typed or printed name

Title  
**9978 Lemon Ave Fontana CA**

Address, City, State and Zip  
**909-279-7857**

Telephone

**EXHIBIT "A"**

List of Individuals Who May Come into Proximity with Students

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



## BEAUMONT UNIFIED SCHOOL DISTRICT

### INSURANCE REQUIREMENTS

- General Liability**  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.*
- (Check if Required) Automobile Liability** (If driving on District property)  
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Only if providing specialty License: Doctor, Nurse, etc.  
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With limits of not less than \$1,000,000 employer's liability for each accident, bodily injury by disease and bodily injury by accident.*

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

# Jeanette Tavares

Fontana, California  
909-279-7857

**Submitted on 02/06/2025**

**for**  
San Gorgonio Middle School  
vhernandez@beaumontusd.k12.ca.us  
(951) 769-4391

**Payable to** #  
Jeanette Tavares 12357

**Project** **Due date**  
Day of the Dead On day of the event  
Balance Due 06/02/2025

Description	Qty	Rate	Total
Face paint 8:45 AM -10:45 AM	2	\$80.00	\$160.00
Face paint 1 PM- 3 PM	2	\$80.00	\$160.00

Notes:

**Subtotal \$320.00**

**Balance 06/02/2025 \$320.00**



**BEAUMONT UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

**THIS AGREEMENT** (“Agreement”) is made effective on March 5, 2025 (date) by and between Any Beat Entertainment hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

**RECITALS**

- A. In accordance with Government Code section 53060, the District desires to obtain special professional services and advice regarding accounting, administrative, economic, engineering, financial, legal and or other professional services, as provided in this Agreement.
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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 sub consultant’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:  
\$1,000,000 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:

- Scope of Work/Proposal/Quote/Estimate
- Insurance Documentation
- Certification by Consultant Criminal Records Check (required if working with students)
- W-9 form (company name must be same as the Consultant)
- Professional License (if license is required to render services)
- Other:

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

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

**CONSULTANT:**

**DISTRICT:**

**Any Beat Entertainment**

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

Name  
 85 Billings Ave., Beaumont, CA 92223

Address, City, State and Zip

Juan Flores 02/18/2025

Juan Flores (Feb 18, 2025 16:25 PST) Date

Juan Flores, Owner

Signature Date

Carmen Ordonez, Director of Fiscal Services

Signer’s Full Name and Title

Signer’s Full Name and Title

(626) 840-4585

Phone

anybeatentertainment@yahoo.com

Email

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

*(Note: Document must be completed and signed whenever an individual is in proximity to students during services being provided to the District.)*

To the Board of Trustees of Beaumont Unified School District:

I, Juan Flores (Consultant) certify that:  
Name of Consultant

1. I have carefully read and understand the provisions and requirements set forth in Education Code Section 45125.1.
2. Due to the nature of the work, I will be performing for the District, my employees may have contact with students of the District.
3. Pursuant to Education Code section 45125.1, Consultant has conducted criminal background checks by submitting fingerprints of Consultant and all its employees (which includes any sole proprietor as used in this form) providing services to the Beaumont Unified School District pursuant to the Agreement dated March 5, 2025 to the California Department of Justice, and certifies that none have been convicted of any felony specified in Education Code section 45122.1. Consultant shall immediately provide any subsequent arrest and conviction information to the District. Consultant shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of any felony specified in Education Code section 45122.1. Attached hereto, as Exhibit "A", is a list of employees of the undersigned who may come in contact with pupils.

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

Executed at Beaumont, California on 02/20/25  
Date

**Juan Flores** Digitally signed by Juan Flores  
Date: 2025.02.20 17:42:41 -08'00'

Signature

Juan Flores  
Typed or printed name

Owner  
Title

85 Billings Ave., Beaumont, CA 92223  
Address, City, State and Zip

(626) 840-4585  
Telephone



**EXHIBIT "A"**

List of Individuals Who May Come into Proximity with Students

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

Jessica Flores  
Jorge Flores

## BEAUMONT UNIFIED SCHOOL DISTRICT

### INSURANCE REQUIREMENTS

- General Liability**  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.*
  
- (Check if Required) Automobile Liability** (If driving on District property)  
Including Hired & Non-Owned Auto Coverage,  
*\$1,000,000 per occurrence (Not transporting students),  
\$5,000,000 per occurrence (Transporting students), for bodily injury and property damage.*
  
- (Check if Required) Cyber Liability**  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.*
  
- (Check if Required) Professional Liability**  
Only if providing specialty License: Doctor, Nurse, etc.  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage. If you have a specialty license, a copy of the license is required.*
  
- (Check if Required) Sexual Abuse & Molestation / Misconduct Liability** (If potentially will be the only adult with pupil)  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.*
  
- Workers Compensation / Employer's Liability** (Unless vendor has no employees)  
*California Statutory Benefits, plus  
With limits of not less than \$1,000,000 employer's liability for each accident, bodily injury by disease and bodily injury by accident.*

#### **Certificate Holder**

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

#### **Endorsements Required**

These endorsements are additional pages that must be attached to the certificate.

Must either name *Beaumont Unified School District, its Board, officers, agents and employees* or be a blanket endorsement applicable "when required by written contract or agreement".

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



# Any Beat Entertainment

www.anybeatentertainment.com

Beaumont California

626 840 4585

anybeatentertainment@yahoo.com

ESTIMATE

EST0037

DATE

Feb 4, 2025

TOTAL

USD \$1,000.00

TO

**06/02/2025 - SGMS - End of Year Celebration**

📧

Ntate@beaumontusd.k12.ca.us

DESCRIPTION	RATE	QTY	AMOUNT
<b>Bronze package</b>	\$750.00	1	\$750.00
5 Hours of service			
Lit up DJ booth			
2 Speaker set up			
1 Wireless microphone			
T bar light set up			
2 LED wash lights			
<hr/>			
<b>2 Hour Roamer Booth</b>	\$400.00	1	\$400.00
Chose from multiple backdrops			
Custom overlay template			
Digital copy of all images			
On-site attendant			
(No printing option)			
<b>SUBTOTAL</b>			\$1,150.00
<b>DISCOUNT</b>			-\$150.00
<b>TAX (0%)</b>			\$0.00
<b>TOTAL</b>			<b>USD \$1,000.00</b>

8:30am - 11am

1pm-3pm

# BEAUMONT UNIFIED SCHOOL DISTRICT



## BOARD OF TRUSTEES

*Mrs. Melissa Williamson* President    *Mr. Jeff Brown* Vice President    *Dr. Lanston M. Sylvester* Clerk    *Mrs. Susie Lara* Member    *Mr. David Sanchez* Member

## EXECUTIVE CABINET

*Mrs. Mays Kakish* Superintendent    *Dr. Ebon Brown* Assistant Superintendent Instruction & Support Services    *Mrs. Jennifer Castillo* Assistant Superintendent Human Resources    *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: Live dance performance celebrating community, creativity, and the broader dance world.
SCHOOL SITE/LOCATION OF EVENT: San Gorgonio Middle School, 1591 Cherry Avenue, Beaumont, CA 92223
DATE & TIME: March 28, 2025 at 9:00 AM
CONSULTANT/VENDOR NAME AND CONTACT INFORMATION: Mt. San Jacinto College Department of Dance
EVENT/ACTIVITY SPONSOR (District, Club, etc.) Live dance performance celebrating community, creativity, and the broader dance world.
CIVIC PERMITS ID# N/A

  
Michael Beckham (Feb 24, 2025 16:58 PST)

### CONSULTANT/VENDOR SIGNATURE (PRESIDENT/AUTHORIZED SIGNER)

Michael Beckham, Vice President of Business Services

### PRINTED NAME & TITLE

Feb 24, 2025

### DATE

**Mt. San Jacinto College Department of Dance Presents**

# Dance Touring Ensemble



## ***MSJC Dance Touring Ensemble Offers Free Dance Performance***

In an effort to share the art of dance with youth in the San Jacinto Valley and beyond, the Mt. San Jacinto College Dance Touring Ensemble (DTE) would like to present a 40-minute dance performance at your school site. Students in DTE, in collaboration with faculty-director Julie Freeman, are creating a diverse presentation that will feature several new dance pieces. The performance is intended as an introduction to various dance genres and will include modern and contemporary dance, jazz, and hip hop. Dance Touring Ensemble is a unique opportunity for K-12 students to experience live dance, from street to concert forms, performed by local college students.

***For more information, contact Jennifer Vazquez  
at [jvazquez@msjc.edu](mailto:jvazquez@msjc.edu)***





**BEAUMONT UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

**THIS AGREEMENT** (“Agreement”) is made effective on March 5, 2025 (date) by and between Tysen Knight Productions 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 Scope of Work, attached.
- In the Proposal/Quote/Estimate, attached:

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 March 5, 2025 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ N/A per hour, for a total cost not to exceed \$ 12,500.00 --or-- for a lump sum of \$ N/A --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile, workers’ compensation (as required by law), professional negligence, and general liability insurance, etc., materials, supplies, and taxes.

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

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

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

8. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, "Indemnitees") from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:
- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's sub consultant'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:  
 \$1,000,000 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:

- Scope of Work/Proposal/Quote/Estimate
- Insurance Documentation
- Certification by Consultant Criminal Records Check (required if working with students)
- W-9 form (company name must be same as the Consultant)
- Professional License (if license is required to render services)
- 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:**

**Tysen Knight Productions**

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

\_\_\_\_\_  
Name  
1717 E Vista Chino STE A7-122, Palm Springs, CA 92262

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

*Tysen Knight* \_\_\_\_\_  
Signature Date  
March 5, 2025

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

**Tysen Knight / International Artist**

Carmen Ordonez, Director of Fiscal Services

\_\_\_\_\_  
Signer’s Full Name and Title  
**310.359.3330**

\_\_\_\_\_  
Signer’s Full Name and Title

\_\_\_\_\_  
Phone  
**info@tysenknight.com**

\_\_\_\_\_  
Email

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

*(Note: Document must be completed and signed whenever an individual is in proximity to students during services being provided to the District.)*

To the Board of Trustees of Beaumont Unified School District:

I, Tysen Knight (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 March 5, 2025 to the California Department of Justice, and certifies that none have been convicted of any felony specified in Education Code section 45122.1. Consultant shall immediately provide any subsequent arrest and conviction information to the District. Consultant shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of any felony specified in Education Code section 45122.1. Attached hereto, as Exhibit "A", is a list of employees of the undersigned who may come in contact with pupils.

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

Executed at Riverside County, California on February 18, 2025  
Date

Tysen Knight  
Signature

Tysen Knight  
Typed or printed name

International Artist  
Title

1717 E Vista Chino, Ste A7-122, Palm Springs, CA 92262  
Address, City, State and Zip

(310) 359 3330  
Telephone

**EXHIBIT "A"**

List of Individuals Who May Come into Proximity with Students

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

**BEAUMONT UNIFIED SCHOOL DISTRICT**

**INSURANCE REQUIREMENTS**

- General Liability**  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.*
  
- (Check if Required) Automobile Liability** (If driving on District property)  
Including Hired & Non-Owned Auto Coverage,  
*\$1,000,000 per occurrence (Not transporting students),  
\$5,000,000 per occurrence (Transporting students), for bodily injury and property damage.*
  
- (Check if Required) Cyber Liability**  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.*
  
- (Check if Required) Professional Liability**  
Only if providing specialty License: Doctor, Nurse, etc.  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage. If you have a specialty license, a copy of the license is required.*
  
- (Check if Required) Sexual Abuse & Molestation / Misconduct Liability** (If potentially will be the only adult with pupil)  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.*
  
- Workers Compensation / Employer's Liability** (Unless vendor has no employees)  
*California Statutory Benefits, plus  
With limits of not less than \$1,000,000 employer's liability for each accident, bodily injury by disease and bodily injury by accident.*

**Certificate Holder**

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

**Endorsements Required**

These endorsements are additional pages that must be attached to the certificate.

Must either name *Beaumont Unified School District, its Board, officers, agents and employees* or be a blanket endorsement applicable "when required by written contract or agreement".

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

**Invoice #18-2025**



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

[info@TyzenKnight.com](mailto:info@TyzenKnight.com)

**1/8/25**

TYSEN KNIGHT PRODUCTIONS

1717 E Vista Chino STE A7-122  
Palm Springs, CA 92262

310.359.3330

**San Geronio Middle School (Mural Project)**

Attn: Chris Horton

1591 Cherry Avenue  
Beaumont, CA 92223

**SGMS Mural Project w/ Students**

Students will participate in the creation of this Mural Project, this is an ongoing project, wall location TBD

\$11,000.00

Travel, materials, sketch designs, meeting with students and staff, regarding mural design selection and start date.

\$1,500.00

This includes mural cleanup, and all final details for the completion of the project.

Dunn-Edwards (Evershield) professional exterior high quality paint and primer will be used for this project.

Total Amount: \$12,500.00

TYSEN KNIGHT PRODUCTIONS - 2025



**BEAUMONT UNIFIED SCHOOL DISTRICT**

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

**THIS AGREEMENT** (“Agreement”) is made effective on March 5, 2025 (date) by and between Prismatic Magic 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 March 5, 2025 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ N/A per hour, for a total cost not to exceed N/A --or-- for a lump sum of \$ \$999.00 --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.
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- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. In the event the Consultant/Vendor will be working directly with students, sexual misconduct must be included in the general liability coverage.  
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 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.
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 Certificate of Educators' Legal Liability is attached.
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The Consultant shall provide certificates of insurance and additional insured endorsements indicating applicable insurance coverages within ten (10) days of the effective date of this Agreement, **NAMING THE DISTRICT AS ADDITIONAL INSURED with the endorsement on form CG20101185 or equivalent as determined by the District. The certificate holder shall be listed as Beaumont Unified School District, its Board, officers, agents, employees, and volunteers. The insurance certificates and/or the endorsements shall state that the policies shall be primary and shall not contribute to any insurance policy of the District.** Insurance certificates shall be mailed to the Purchasing Department, 350 W. Brookside Ave., Beaumont, CA 92223. Coverage shall not be cancelled except with notice to the District.

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11. **RECORD RETENTION:** The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect, and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the Government Code.
12. **DELEGATEABILITY:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
13. **INTEGRATION:** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.
14. **JURISDICTION:** This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Riverside County, California.
15. **CRIMINAL RECORDS CHECK:** Consultant shall contemporaneously execute, as a part of this Agreement, the attached "Certification by Consultant Criminal Records Check" form and submit it to the District if Consultant or Consultant's employees **will** be working individually with students unsupervised.

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:**

Prismatic Magic LLC  
Name  
PO Box 11678, Fort Worth, TX 76110  
Address, City, State and Zip  
Hope Volpe                      01/30/2025  
Signature                      Date  
866-952-7376  
Phone                      Fax  
hopev@prismaticmagic.com  
Email

**DISTRICT:**

Beaumont Unified School District  
350 W. Brookside Avenue  
Beaumont, CA 92223  
Carmen Ordonez, 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, Prismatic Magic LLC (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 March 5, 2025 to the California Department of Justice, and certifies that none have been convicted of any felony specified in Education Code section 45122.1. Consultant shall immediately provide any subsequent arrest and conviction information to the District. Consultant shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of any felony specified in Education Code section 45122.1. Attached hereto, as Exhibit "B", is a list of employees of the undersigned who may come in contact with pupils.

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

Executed at Fort Worth, TX, California on 01/30/2025  
Date

Hope Volpe

Signature

Hope Volpe

Typed or printed name

Office Manager

Title

PO Box 11678, Fort Worth, TX 76110

Address

866-952-7376

Telephone

**EXHIBIT "B"**

List of Individuals Who May Come in Contact with Pupils

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

Jesse Moriarty, CA

Peter Bussian, CA

N/A

N/A

## 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) 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
- (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.*
- (Check if Required) Educators' Legal Liability** for any Consultant providing daycare,  
afterschool programs, /or recreational activities for an amount not less than \$1,000,000.

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



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

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



The Agreement for the event is made on 03/05/2025 between Beaumont Unified School District (herein referred to as CLIENT) and Prismatic Magic LLC (herein referred to as VENDOR)

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

**DATE of event:** 06/02/2025

**THEME AND TIME(S) of event:** Lasermania from 09:30 AM to 10:10 AM

**EVENT FEE:** \$999

**TERMS:**

Vendor and client are aware and agree that:

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

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

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

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

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

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

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



\_\_\_\_\_  
*Client's Signature*

Beaumont Unified School District      Event date: 06/02/2025

\_\_\_\_\_  
*Prismatic Magic LLC Signature*

\_\_\_\_\_  
*Date Signed*

**06-1578786**  
\_\_\_\_\_  
*Prismatic Magic's FID/EIN*

<b>SIGN AND EMAIL CONTRACT TO:</b>	<b>info@prismaticmagic.com</b>
<b>Or fax to:</b>	<b>866-779-7726</b>
<b>Or mail to:</b>	<b>PRISMATIC MAGIC, LLC</b>
	<b>PO BOX 11678</b>
	<b>FORT WORTH, TX 76110</b>

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

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



**PRICE QUOTE ONLY**

Prismatic Magic Admin. Office  
PO BOX 11678  
Fort Worth, TX 76110-0678  
866-952-7376

**DATE:** 01/27/2025

**CLIENT:**

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

**EVENT DATE:** 06/02/2025

**PROGRAM THEME and SHOW TIME(S)**

Lasermania from 09:30 AM to 10:10 AM

**GLOW BRACELETS:** 0

**BASE FEE:** \$999.00

**BRACELET FEE:** \$0.00

**TOTAL FEE:** \$999.00

Prismatic Magic Signature:

Hope Volpe

**Thank you!**






# Prismatic Magic LLC 03-04-25 (THE)

Final Audit Report

2025-01-30

Created:	2025-01-29 (Pacific Standard Time)
By:	Destiny Wright (dwright@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAACa0fgmW3BA9DjJ69Ntp05BTWmaZghJ88

## "Prismatic Magic LLC 03-04-25 (THE)" History

-  Document created by Destiny Wright (dwright@beaumontusd.k12.ca.us)  
2025-01-29 - 3:35:07 PM PST - IP address: 204.100.121.1
-  Document emailed to Hope Volpe (hopev@prismaticmagic.com) for signature  
2025-01-29 - 3:38:57 PM PST
-  Email viewed by Hope Volpe (hopev@prismaticmagic.com)  
2025-01-30 - 9:21:55 AM PST - IP address: 68.187.41.68
-  Document e-signed by Hope Volpe (hopev@prismaticmagic.com)  
Signature Date: 2025-01-30 - 9:25:02 AM PST - Time Source: server- IP address: 68.187.41.68
-  Agreement completed.  
2025-01-30 - 9:25:02 AM PST



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**Acrobat Sign**

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

**MODIFICATION**  
**School Engagement and Wellness**

This is modification number **four (4)** 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 **School-Based Mental Health Services**.

This Agreement is modified in accordance with the modification clause.

Extend the term of this Agreement through December 31, 2027.

This modification represents an increase in the amount of **\$923,982.16**, for years three (3), four (4), and five (5) as described in the attached **Attachment E-Scope of Work and Funding**, and **Attachment F-Budget** to participate in the School-Based Mental Health Grant. Full funding is contingent on annual grant award notification from the U.S. Department of Education.

Add to section 3, PAYMENT, expenditures may not exceed allocations as follows:

- Year three (3) January 1, 2025-December 31, 2025, = \$721,256.68
- Year four (4) January 1, 2026-December 31, 2026, = \$202,545.48
- Year five (5) January 1, 2027-December 31, 2027, = \$180.00

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

- This modification represents an increase in the amount of: **\$ 923,982.16**
- The total amount of this Agreement, including this change: **\$2,566,384.16**
- 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 E  
 SCOPE OF WORK**

Year 3	
Activity	Description
<ol style="list-style-type: none"> <li>1. Conduct recruitment activities that facilitate recruitment of individuals of diverse backgrounds for student internships (partnering with CBU) and full-time employment as licensed mental health providers.</li> <li>2. Host, orient, and supervise four (4) School-Based Mental Health (SBMH) Interns from CBU.</li> <li>3. Complete general mental health prevention services (Tier 1) in classrooms and via out-of-class generally available programming as part of the district MTSS Framework.</li> <li>4. Conduct targeted mental health (Tier 2) services with identified at-risk students and student populations via screening, education program, small groups counseling and like programs as part of expanding the district MTSS Framework.</li> <li>5. Engage in mental health intensive services (Tier 3) with identified students with referred and identified behavioral health issues via short-term mental health group support and/or 1-on-1 interventions as part of expanding the district MTSS Framework.</li> <li>6. Participate in grant evaluation and data sharing as required by the grant.</li> <li>7. Complete grant reporting (financial, human resources, professional development, recruitment, retention, etc.) as required by the grant.</li> <li>8. Participate in grant leadership and governance as required by the grant.</li> <li>9. Advertise and have district personnel participate in professional development.</li> <li>10. Collaborate with grant partners for the successful completion of all grant deliverables.</li> <li>11. Engage in infrastructure development related to centralization of insurance billing (e.g., Medi-Cal, commercial health plans) for partner district behavioral health services.</li> </ol>	<ul style="list-style-type: none"> <li>▪ Contracts to partners to build capacity.</li> <li>▪ Increase collaborative efforts.</li> <li>▪ Expand mental health services to students utilizing support from new SBLMH Providers and SBMH Interns to build an integrated MTSS Framework.</li> <li>▪ District Leads attend Leadership Team and Advisory Committee meetings.</li> </ul>
<p>Complete required fingerprinting of all SBLMH Providers and all SBMH Interns from CBU.</p>	
<p>District/partner leads, team members, SBLMH Providers and SBMH Interns will participate in grant meetings, professional development, coaching, and retention activities as required by the grant.</p>	<ul style="list-style-type: none"> <li>▪ District/Partner Leads and designated team members will participate in various grant meetings as required by the grant.</li> <li>▪ Contracts to partners to build capacity.</li> <li>▪ Increase collaborative efforts.</li> <li>▪ Support onboarding efforts and build capacity of SBLMH Providers.</li> </ul>



General office supplies needed for the project.	
Mileage reimbursement.	<ul style="list-style-type: none"><li>▪ Contracts to partners to build capacity.</li><li>▪ Increase collaborative efforts.</li><li>▪ Support onboarding efforts and build capacity of SBLMH Providers.</li></ul>

Year 4	
Activity	Description
<ol style="list-style-type: none"> <li>1. Conduct recruitment activities that facilitate recruitment of individuals of diverse backgrounds for student internships (partnering with CBU) and full-time employment as licensed mental health providers.</li> <li>2. Host, orient, and supervise two (2) School-Based Mental Health (SBMH) Interns from CBU.</li> <li>3. Complete general mental health prevention services (Tier 1) in classrooms and via out-of-class generally available programming as part of the district MTSS Framework.</li> <li>4. Conduct targeted mental health (Tier 2) services with identified at-risk students and student populations via screening, education program, small groups counseling and like programs as part of expanding the district MTSS Framework.</li> <li>5. Engage in mental health intensive services (Tier 3) with identified students with referred and identified behavioral health issues via short-term mental health group support and/or 1-on-1 interventions as part of expanding the district MTSS Framework.</li> <li>6. Participate in grant evaluation and data sharing as required by the grant.</li> <li>7. Complete grant reporting (financial, human resources, professional development, recruitment, retention, etc.) as required by the grant.</li> <li>8. Participate in grant leadership and governance as required by the grant.</li> <li>9. Advertise and have district personnel participate in professional development.</li> <li>10. Collaborate with grant partners for the successful completion of all grant deliverables.</li> <li>11. Engage in infrastructure development related to centralization of insurance billing (e.g., Medi-Cal, commercial health plans) for partner district behavioral health services.</li> </ol>	<ul style="list-style-type: none"> <li>▪ Contracts to partners to build capacity.</li> <li>▪ Increase collaborative efforts.</li> <li>▪ Expand mental health services to students utilizing support from new SBLMH Providers and SBMH Interns to build an integrated MTSS Framework.</li> <li>▪ District Leads attend Leadership Team and Advisory Committee meetings.</li> </ul>
<p>Complete required fingerprinting of all SBLMH Providers and all SBMH Interns from CBU.</p>	
<p>District/Partner Leads, team members, SBLMH Providers and SBMH Interns will participate in grant meetings, professional development, coaching, and retention activities as required by the grant.</p>	<ul style="list-style-type: none"> <li>▪ District/Partner Leads and designated team members will participate in various grant meetings as required by the grant.</li> <li>▪ Contracts to partners to build capacity.</li> <li>▪ Increase collaborative efforts.</li> <li>▪ Support onboarding efforts and build capacity of SBLMH Providers.</li> </ul>
<p>General office supplies needed for the project.</p>	

Mileage reimbursement.

- Contracts to partners to build capacity.
- Increase collaborative efforts.
- Support onboarding efforts and build capacity of SBLMH Providers.

Year 5	
Activity	Description
<ol style="list-style-type: none"> <li>1. Conduct recruitment activities that facilitate recruitment of individuals of diverse backgrounds for student internships (partnering with CBU) and full-time employment as licensed mental health providers.</li> <li>2. Host, orient, and supervise two (2) School-Based Mental Health (SBMH) Interns from CBU.</li> <li>3. Complete general mental health prevention services (Tier 1) in classrooms and via out-of-class generally available programming as part of the district MTSS Framework.</li> <li>4. Conduct targeted mental health (Tier 2) services with identified at-risk students and student populations via screening, education program, small groups counseling and like programs as part of expanding the district MTSS Framework.</li> <li>5. Engage in mental health intensive services (Tier 3) with identified students with referred and identified behavioral health issues via short-term mental health group support and/or 1-on-1 interventions as part of expanding the district MTSS Framework.</li> <li>6. Participate in grant evaluation and data sharing as required by the grant.</li> <li>7. Complete grant reporting (financial, human resources, professional development, recruitment, retention, etc.) as required by the grant.</li> <li>8. Participate in grant leadership and governance as required by the grant.</li> <li>9. Advertise and have district personnel participate in professional development.</li> <li>10. Collaborate with grant partners for the successful completion of all grant deliverables.</li> <li>11. Engage in infrastructure development related to centralization of insurance billing (e.g., Medi-Cal, commercial health plans) for partner district behavioral health services.</li> </ol>	<ul style="list-style-type: none"> <li>▪ Contracts to partners to build capacity.</li> <li>▪ Increase collaborative efforts.</li> <li>▪ Expand mental health services to students utilizing support from new SBLMH Providers and SBMH Interns to build an integrated MTSS Framework.</li> <li>▪ District Leads attend Leadership Team and Advisory Committee meetings.</li> </ul>
<p>Complete required fingerprinting of all SBLMH Providers and all SBMH Interns from CBU.</p>	
<p>District/Partner Leads, SBLMH Providers and SBMH Interns will participate in grant professional development, coaching, and retention activities as required by the grant.</p>	<ul style="list-style-type: none"> <li>▪ District/Partner Leads and designated team members will participate in various grant meetings as required by the grant.</li> <li>▪ Contracts to partners to build capacity.</li> <li>▪ Increase collaborative efforts.</li> <li>▪ Support onboarding efforts and build capacity of SBLMH Providers and SBMH Interns.</li> </ul>

**ATTACHMENT F  
 BUDGET**

Expenditure Categories	Grant Expenditures Narrative	Budget Amount (Year 3) January 2025 - December 2025	Budget Amount (Year 4) January 2026 - December 2026	Budget Amount (Year 5) January 2027 - December 2027
<b>Supervision Staff Salaries (1000-3999)</b>	Supervision for Mental Health professionals, interns, etc.	\$20,000.00	\$0.00	\$0.00
<b>Mental Health Staff Salaries (1000-3999)</b>	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 3 - 4 positions Year 4 - 1 position Year 5 - 0 positions	\$678,536.68	\$196,775.48	\$0.00
<b>Supplies (4000-4999)</b>	General office supplies needed for project.  <b>Supplies:</b> \$2,000 per position	\$8,000.00	\$2,000.00	\$0.00
<b>Services and Other Operating Expenses (5000-5999, excluding 5100)</b>	Other operating expenses such as: Travel expenses, professional development.  <b>Fingerprinting expenses:</b> RCOE will reimburse districts costs up to \$90 per new person up to the number of positions/interns by year.  Year 3 - 4 SBLMH Providers and 4 SBMH interns Year 4 - 1 SBLMH Provider and 2 SBMH interns Year 5 - 0 SBLMH Providers and 2 SBMH interns  <b>Training:</b> \$3,000 per position  Year 3 - 4 SBLMH Providers Year 4 - 1 SBLMH Provider Year 5 - 0 SBLMH Provider  <b>Mileage:</b> \$500 per position  Year 3 - 4 SBLMH Providers Year 4 - 1 SBLMH Provider Year 5 - 0 SBLMH Provider	\$14,720.00	\$3,770.00	\$180.00
<b>Total</b>		<b>\$721,256.68</b>	<b>\$202,545.48</b>	<b>\$180.00</b>

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

**MODIFICATION**  
**School Engagement and Wellness**

This is modification number **two (2)** to Agreement Number C1009286, 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 **Mental Health Service Professional Demonstration Grant Services**.

This Agreement is modified in accordance with the modification clause.

Extend the term of this Agreement through December 31, 2027.

This modification represents an increase in the amount of **\$62,720.00**, for years three (3), four (4), and five (5) as described in the attached **Attachment D-Scope of Work and Funding**, and **Attachment E-Budget** to participate in the Mental Health Service Professional (MHSP) Demonstration Grant. Full funding is contingent on annual grant award notification from the U.S. Department of Education.

Add to section 3, PAYMENT, expenditures may not exceed allocations as follows:

- Year three (3) January 1, 2025-December 31, 2025 = \$31,360.00
- Year four (4) January 1, 2026-December 31, 2026 = \$15,680.00
- Year five (5) January 1, 2027-December 31, 2027 = \$15,680.00

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

- This modification represents an increase in the amount of: **\$ 62,720.00**
- The total amount of this Agreement, including this change: **\$140,640.00**
- 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 D  
 SCOPE OF WORK AND FUNDING**

Year 3	
Activity	Description
<ol style="list-style-type: none"> <li>1. Conduct recruitment activities that facilitate recruitment of individuals of diverse backgrounds for student internships (partnering with CBU or other higher education institutions) and full-time employment as licensed mental health counselors.</li> <li>2. Host, orient, and supervise 4 School Based Mental Health (SBMH) Interns from CBU.</li> <li>3. Through interns complete general mental health prevention services (Tier 1) in classrooms and via out-of-class generally available programming.</li> <li>4. Through interns conduct targeted mental health (Tier 2) services with identified at-risk students and student populations via screening, education program, small groups counseling and like programs.</li> <li>5. Engage in mental health intensive services through interns (Tier 3) with identified students with referred and identified behavioral health issues via short-term mental health group support and/or 1-on-1 interventions.</li> <li>6. Participate in grant evaluation and data sharing as required by the grant.</li> <li>7. Complete grant reporting (financial, human resources, professional development, recruitment, retention, etc.) as required by the grant.</li> <li>8. Participate in grant leadership and governance as required by the grant.</li> <li>9. Advertise and have district personnel participate in professional development.</li> <li>10. Collaborate with grant partners for the successful completion of all grant deliverables.</li> <li>11. Engaging in infrastructure development related to centralization of insurance billing (e.g., Medi-Cal, commercial health plans) for your district behavioral health services.</li> </ol>	<ul style="list-style-type: none"> <li>● Contracts to partners to build capacity.</li> <li>● Increase collaborative efforts.</li> <li>● Expand mental health services to students utilizing support from new SBLMH Providers and SBMH Interns to build an integrated MTSS Framework.</li> <li>● District Leads attend Leadership Team and Advisory Committee meetings.</li> </ul>
<p>Complete required fingerprinting of all SBMH Interns from CBU.</p>	
<p>SBMH Interns will participate in grant professional</p>	<ul style="list-style-type: none"> <li>● Contracts to partners to build</li> </ul>

development, coaching and retention activities as required by the grant.	capacity. <ul style="list-style-type: none"><li>● Increase collaborative efforts.</li><li>● Support onboarding efforts and build capacity of SBLMH Providers and SBMH Interns.</li></ul>
Mileage Reimbursement	<ul style="list-style-type: none"><li>● To support grant-related travel.</li></ul>



Year 4	
Activity	Description
<ol style="list-style-type: none"> <li>1. Conduct recruitment activities that facilitate recruitment of individuals of diverse backgrounds for student internships (partnering with CBU or other higher education institutions) and full-time employment as licensed mental health counselors.</li> <li>2. Host, orient, and supervise 2 School-Based Mental Health (SBMH) Interns from CBU.</li> <li>3. Through interns complete general mental health prevention services (Tier 1) in classrooms and via out-of-class generally available programming.</li> <li>4. Through interns conduct targeted mental health (Tier 2) services with identified at-risk students and student populations via screening, education program, small groups counseling and like programs.</li> <li>5. Engage in mental health intensive services through interns (Tier 3) with identified students with referred and identified behavioral health issues via short-term mental health group support and/or 1-on-1 interventions.</li> <li>6. Participate in grant evaluation and data sharing as required by the grant.</li> <li>7. Complete grant reporting (financial, human resources, professional development, recruitment, retention, etc.) as required by the grant.</li> <li>8. Participate in grant leadership and governance as required by the grant.</li> <li>9. Advertise and have district personnel participate in professional development.</li> <li>10. Collaborate with grant partners for the successful completion of all grant deliverables.</li> <li>11. Engaging in infrastructure development related to centralization of insurance billing (e.g., Medi-Cal, commercial health plans) for your district behavioral health services.</li> </ol>	<ul style="list-style-type: none"> <li>● Contracts to partners to build capacity.</li> <li>● Increase collaborative efforts.</li> <li>● Expand mental health services to students utilizing support from new SBLMH Providers and SBMH Interns to build an integrated MTSS Framework.</li> <li>● District Leads attend Leadership Team and Advisory Committee meetings.</li> </ul>
<p>Complete required fingerprinting of all SBMH Interns from CBU.</p>	
<p>SBMH Interns will participate in grant professional development, coaching, and retention activities as</p>	<ul style="list-style-type: none"> <li>● Contracts to partners to build capacity.</li> </ul>

required by the grant.	<ul style="list-style-type: none"><li>● Increase collaborative efforts.</li><li>● Support onboarding efforts and build capacity of SBLMH Providers and SBMH Interns.</li></ul>
Mileage Reimbursement	<ul style="list-style-type: none"><li>● To support grant-related travel.</li></ul>

<b>Year 5</b>	
<b>Activity</b>	<b>Description</b>
<ol style="list-style-type: none"> <li>1. Conduct recruitment activities that facilitate recruitment of individuals of diverse backgrounds for student internships (partnering with CBU or other higher education institutions) and full-time employment as licensed mental health counselors.</li> <li>2. Host, orient, and supervise 2 School-Based Mental Health (SBMH) Interns from CBU.</li> <li>3. Through interns complete general mental health prevention services (Tier 1) in classrooms and via out-of-class generally available programming.</li> <li>4. Through interns conduct targeted mental health (Tier 2) services with identified at-risk students and student populations via screening, education program, small groups counseling and like programs.</li> <li>5. Engage in mental health intensive services through interns (Tier 3) with identified students with referred and identified behavioral health issues via short-term mental health group support and/or 1-on-1 interventions.</li> <li>6. Participate in grant evaluation and data sharing as required by the grant.</li> <li>7. Complete grant reporting (financial, human resources, professional development, recruitment, retention, etc.) as required by the grant.</li> <li>8. Participate in grant leadership and governance as required by the grant.</li> <li>9. Advertise and have district personnel participate in professional development.</li> <li>10. Collaborate with grant partners for the successful completion of all grant deliverables.</li> <li>11. Engaging in infrastructure development related to centralization of insurance billing (e.g., Medi-Cal, commercial health plans) for your district behavioral health services.</li> </ol>	<ul style="list-style-type: none"> <li>● Contracts to partners to build capacity.</li> <li>● Increase collaborative efforts.</li> <li>● Expand mental health services to students utilizing support from new SBLMH Providers and SBMH Interns to build an integrated MTSS Framework.</li> <li>● District Leads attend Leadership Team and Advisory Committee meetings.</li> </ul>

Complete required fingerprinting of all SBMH Interns from CBU.	
SBMH Interns will participate in grant professional development, coaching, and retention activities as required by the grant.	<ul style="list-style-type: none"><li>● Contracts to partners to build capacity.</li><li>● Increase collaborative efforts.</li><li>● Support onboarding efforts and build capacity of SBLMH Providers and SBMH Interns.</li></ul>
Mileage Reimbursement	<ul style="list-style-type: none"><li>● To support grant-related travel.</li></ul>

**ATTACHMENT E  
 BUDGET**

<b>Expenditure Categories</b>	<b>Grant Expenditures Narrative</b>	<b>Budget Amount (Year 3) January 2025 - December 2025</b>	<b>Budget Amount (Year 4) January 2026 - December 2026</b>	<b>Budget Amount (Year 5) January 2027 - December 2027</b>
<b>Supervision Staff Salaries (1000-3999)</b>	<p>Intern Supervision: RCOE will reimburse district costs up to \$5,000 per Intern, per year:</p> <p>Year 3 - 4 SBMH Interns            Year 4 - 2 SBMH Interns            Year 5 - 2 SBMH Interns</p>	\$20,000.00	\$10,000.00	\$10,000.00
<b>Services and Other Operating Expenses (5000-5999, excluding 5100)</b>	<p>Other operating expenses such as: travel expenses, professional development.</p> <p>Fingerprinting expenses: RCOE will reimburse districts costs up to \$90 per intern by year.            Year 3 - 4 SBMH Interns            Year 4 - 2 SBMH Interns            Year 5 - 2 SBMH Interns</p> <p>Training: SBMH Interns will participate in grant professional development, coaching and retention activities as required by the grant. RCOE will reimburse district costs up to \$2,500 per intern by year.            Year 3 - 4 SBMH Interns            Year 4 - 2 SBMH Interns            Year 5 - 2 SBMH Interns</p> <p>Mileage Reimbursement: RCOE will reimburse district costs up to \$250 per intern by year.            Year 3 - 4 SBMH Interns            Year 4 - 2 SBMH Interns            Year 5 - 2 SBMH Interns</p>	\$11,360.00	\$5,680.00	\$5,680.00
<b>Total</b>		<b>\$31,360.00</b>	<b>\$15,680.00</b>	<b>\$15,680.00</b>



60 W Ramsey St  
 Banning CA 92220  
 Tel 951.267.3020

Group Event Contact Info	
Group Name:	Tournament Hills
Contact:	Wendi Nees
Address:	36611 Champoins Drive Beaumont CA 92223
Phone:	951-769-0711 ex 110100
Email:	<a href="mailto:wness@beaumontusd.k12.ca.us">wness@beaumontusd.k12.ca.us</a>

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

Quote No: BA30102025 Initial Contact: Matt Christensen Date: 1/28/2025

Ph number / Email 619-3031-3726 / mattc@dplaceentertainment.com

Group Event Reservation

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

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

Qty	Description	Unit Price	TOTAL
175	PKG PRICE (\$13.50 per head)	\$13.50	\$2,362.50
	Group Admission to Movie (Per Person)		
	Kid Packs - Pre Order Pricing (Tray Includes Drink, Popcorn and Snack)		
	All other concession items at normal price - Available for individual purchase not charge to school (Call in head count 2 day prior)		
	WILL BE CHARGED ON DAY OF BASED ON FINAL HEAD COUNT - PAY BY CASH / CREDIT		

		SUB TOTAL	\$2,362.50
REQUESTED FILM	TBD	CREDITS	0
AUDITORIUM	1	TAX	0
EXPTD / ESTM ATTENDANCE	175 plus staff		
DAY & DATE	3/10/2025		
EVENT TIME	9:30 doors 10 film	TOTAL	<b>\$2,362.50</b>

**EVENT NOTES:**

Kids trays will be ready upon arrival



AGREEMENT BETWEEN BEAUMONT UNIFIED SCHOOL DISTRICT AND  
SPECIAL OLYMPICS SOUTHERN CALIFORNIA  
FOR UNIFIED CHAMPION SCHOOLS PROGRAM

This Agreement between the Beaumont Unified School District (Hereafter sometimes referred to as “BUSD”) and Special Olympics Southern California, (Hereafter sometimes referred to as “SOSC”), the (“Agreement”) is entered into this 5th day of March, 2025.

Whereas:

1. The parties intend by this Agreement to implement the Special Olympics Unified Champion Schools program (“UCS”) within Beaumont Unified School District Schools.
2. **PROGRAM OVERVIEW:** The UCS program is a strategy for schools Pre-K through University that intentionally promotes social inclusion by bringing together students with and without intellectual disabilities (ID) through sports and education-related activities.

There are three components to the strategy:

- I. **Special Olympics Unified Sports®, Health, & Fitness:** a fully inclusive sports and fitness program which combines students with and without intellectual disabilities.
  - a. Unified Sports®: Combines students with and without intellectual disabilities to meaningfully participate in sports activities on teams for training and competition. Students develop athletic skills while forming friendships, fostering respect for each other, and becoming leaders on and off the field. Unified teams are to receive team uniforms consistent with their schools’ uniform standards and play a competitive schedule. Students are to have the opportunity to letter in their sport.
  - b. Young Athletes program: Allows preschool and grades K-2 elementary students to participate in school-based physical and social activities which promote the development of motor, social, emotional, and learning skills, all while promoting sport readiness and inclusive play. Young Athletes program sites receive a variety of resources, including but not limited to an Activity Guide, and equipment. The program is designed to encourage the hosting of a Young Athletes Celebration Day.
  - c. Inclusive Health & Fitness:
    - i. Health Screenings: Students have opportunities to receive free health screenings in areas such as vision, audiology, and dentistry, which are offered at various SOSC community competitions that occur independent/separate from any school programming.
    - ii. Additional Health & Wellness Resources: Including but not limited to Fit 5 and Unified PE.
- II. **Inclusive Youth Leadership:** students with and without disabilities working together to lead and plan advocacy, awareness and other inclusive activities throughout the school year.
  - a. Youth-Led Activities: Provide opportunities for youth with and without intellectual disabilities to work together to lead and plan advocacy, awareness, and other inclusive activities throughout the year. Students become agents of change within their school while ensuring that various leadership roles are inclusive to all students with ranging skill sets, abilities, and perspectives.
  - b. Youth Summit: Middle and High School students may have the opportunity to attend Youth Leadership Summits run by SOSC’s Unified Generation Council with youth leaders from across Southern California.



- c. Unified Generation Council: Select middle and high school students will have the opportunity to serve on the Unified Generation Council (UGC). This group works together throughout the year to educate, motivate, and activate youth to become agents of change in their communities and advocate for the respect, inclusion, and acceptance of all people, regardless of abilities.

**III. Whole School Engagement:** Awareness and educational activities that promote inclusion and reach the majority of the school population. These are youth-centered, school-focused initiatives that activate all students, engage educators, involve the entire school, and promote campus cultures of acceptance and social inclusion where all young people are agents of change. Examples include hosting an awareness day, organizing a pep rally, hosting Inclusion Week events, volunteering at SOSC events and other activities that encourage inclusion.

NOW THEREFORE, the Parties agree as follows:

- A. Each of the Provisions set forth above are incorporated herein.
- B. The Responsibilities of SOSC are as follows:
- I. Provide funding in amounts determined by SOSC in good faith for direct program costs based on specifics outlined in the District's Annual Work Plan as well as the Annual Work Plan of individual school sites using a funding model that spans over 3-5 years, with an overall goal of helping districts and schools become self-sustaining, or sustainable with minimal financial support from SOSC after that period. A list of allowable and unallowable costs are outlined in the attached *Exhibit A*. All funding requests must follow SOSC procedure, using the Submittable online application platform. SOSC shall have the right to approve or deny all such requests and reserves the right to require the district to submit receipts as proof of purchase for supplies, goods, and services obtained by the district using funding awarded by SOSC. All items purchased with funding provided by SOSC will remain the property of BUSD.
  - II. Provide reasonable consultation, education, support and technical assistance for all UCS sports programs and activities that promote inclusion, acceptance, respect and dignity for all students.
  - III. Provide comprehensive SOSC sports training resources, including training manuals, upon request.
  - IV. Provide communications resources used to introduce and promote programs, program policies and procedures, etc., upon request.
  - V. Provide BUSD with recognition of participation as a Unified Champion School District on SOSC's website.
  - VI. Provide instruction and assistance to school administration and present/attend applicable school or district meetings, as needed, to advance the program.
  - VII. Host regional and chapter-wide community events which BUSD schools may attend with proper registration, including competitions, inclusive health screenings, and Youth Summits.

VIII. Provide SOSC and related logos, as well as District and SOSC logo co-branding, to be used in accordance with Special Olympics branding guidelines, and grant BUSD a non-exclusive and non transferable license to use the SOSC name and logo (collectively, the “Special Olympics Marks”) for the UCS promotion and operation for duration of partnership.

C. The Responsibilities of BUSD:

- I. The district's administration team will support the Unified Champion School (UCS) District Liaison and UCS efforts at each of its participating sites, encouraging school participation in UCS activities throughout the district and at all grade levels.
- II. Provide a district liaison to work with Special Olympics Southern California: The liaison will act as the main point of contact for the district concerning development of overall goals and implementation of Unified Champion Schools within the district. It is understood that the liaison will be asked to provide regular status updates on inclusive activities taking place. The liaison's responsibilities are further outlined in *Exhibit B*.
- III. Formation of a District Leadership Team that should include the UCS District Liaison, district staff (a representation of multiple departments, i.e. Athletics, Special Education) as well as representation from Youth Leaders and UCS Liaisons from individual school sites, any other school administrators and educators who can support the team, and an SOSC staff.
- IV. Develop a Unified Champion School District Annual Work Plan, used in setting goals and objectives for planned activities during the current academic year and developed collaboratively by the District UCS Leadership Team.
- V. Work with SOSC to maintain participation from all existing Unified Champion Schools sites and to develop an outreach plan for recruiting new Unified Champion Schools within the district in subsequent years in an effort to reach 100% participation of all eligible schools.
- VI. Ensure participating schools complete the annual registration and recognition process through the provided online platform and enforce compliance of Standard Expectations.
- VII. Work with SOSC to support the district's Unified Champion Schools and program activities, to ensure the goals of both the district and individual schools are met.
- VIII. Share impact data and other participation information on behalf of Unified Champion Schools activity taking place within their district. This may include statistics and other metrics affected by the implementation of Unified Champion Schools, as well as district highlights, event photos, social media stories, etc. This information must be shared via quarterly Activity Reports, a Mid-Year Report, and an End of Year Report, all of which are provided through an online reporting platform.
- IX. Approve the sharing of student participation data by school sites in ongoing or seasonal sports training and competition programs, as well as any programming that involves equipment kits sponsored/provided by SOSC.
- X. Monitor and ensure program funds provided by SOSC are used for UCS program activities. Keep accurate financial records of all district level UCS funding expenditures.

- XI. Secure the necessary facilities for the BUSD specific UCS related activities.
- XII. Ensure that every student participating in a Unified Sports® program is recognized in the same manner as any other student-athlete in the district.
- XIII. Appropriately acknowledge SOSC and any other organizations or individuals which or who provide funding and/or other support for UCS.
- XIV. Photo Release: BUSD shall include SOSC as a party to all photography and video releases executed on behalf of any BUSD students participating, in any aspect of UCS to enable SOSC to utilize all such photos and videos as they so choose.

D. Indemnification:

- I. BUSD shall defend, indemnify, save, keep, and hold harmless SOSC, its officers, directors, employees, and agents, from and against any and all liabilities, obligations, claims, damages, judgments, injuries, losses, or expense (collectively “loss” or “losses”) arising from, relating to, or in connection with this Agreement, its performance, or UCS, but only in proportion to and to the extent that such losses are caused by or result from the negligent or willful acts or omissions of BUSD, its governing board, officers, employees, volunteers or agents. SOSC shall provide BUSD with prompt written notice of any claim or action for which indemnification is sought hereunder and shall cooperate in all reasonable respects with BUSD in connection with any such claim or action.
- II. SOSC shall defend, indemnify, save, keep, and hold harmless the BUSD, its officers, directors, employees, and agents, from and against any and all liabilities, obligations, claims, damages, judgments, injuries, losses or expense (collectively “loss” or “losses”) arising from, relating to, or in connection with this Agreement, its performance, or UCS, but only in proportion to and to the extent that such losses are caused by or result from the negligent or willful acts or omissions of SOSC, its board, officers, employees, or agents. BUSD shall provide SOSC with prompt written notice of any claim or action for which indemnification is sought hereunder and shall cooperate in all reasonable respects with SOSC in connection with any such claim or action.

E. BUSD’s Employees:

The liaison(s) and any other employee of BUSD or any district or school included within BUSD (collectively “School Employees”) assigned to perform services under this Agreement are all School Employees, shall remain School Employees for the duration of their performance of services pursuant to this Agreement, are not and will not become or be deemed SOSC employees at any time, and BUSD shall solely responsible for workers’ compensation coverage, employment benefit, pension, civil service, or other status or right which BUSD may confer on its employees. BUSD shall be responsible for the supervision and evaluation of the liaison(s) and any other School Employees assigned to perform services under this Agreement. BUSD will maintain all legal responsibility for its students and staff participating in UCS.

F. TERM:

This agreement shall be effective for three (3) years commencing on the date set forth above.

This Agreement shall automatically renew for successive one (1) year terms unless either party gives notice in writing of their intent not to renew, one hundred twenty (120) days prior to the term's end.

**G. TERMINATION:**

Either SOSOC or BUSD may terminate this agreement at any time and without cause upon one hundred twenty (120) days written notice to the other party.

**H. NOTICES:**

All notices shall be in writing and (a) delivered in person, (b) sent by email, (c) sent by registered or certified mail, return receipt requested, or (d) transmitted by facsimile or other accepted means of electronic transmission addressed to the party at the addresses provided below.

**I. MISCELLANEOUS PROVISIONS:**

I. Counterparts: Electronic Signatures. This Agreement may be executed in two or more counterparts, each deemed an original but all of which shall constitute one instrument. This Agreement may be executed by generally accepted electronic means (e.g., *DocuSign*) and any such execution shall constitute valid execution of the Agreement.

II. Arbitration: Should any dispute arise related to this agreement, the same shall be resolved by arbitration through a mutually agreed upon arbitration tribunal. The prevailing party shall be entitled to their reasonable attorney fees and costs.

III. Agreement: This Agreement contains the entire understanding and terms of the Agreement between the parties. Any modification must be in writing and signed by both parties to be effective.

IV. Consent: Neither Party is aware of any reason why they cannot enter into this agreement and carry out their respective commitments. Further, both parties have the necessary authority to enter into this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written

above. Special Olympics Southern California

Beaumont Unified School District

By: \_\_\_\_\_  
 Kelly Pond, President & CEO  
 1600 Forbes Way, Suite 200  
 Long Beach CA, 90810

By: \_\_\_\_\_  
 Carmen Ordoñez, Director of Fiscal Services  
 350 W. Brookside Ave.  
 Beaumont, CA 92223

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

Sample allowable and unallowable costs are listed below. This is not an exhaustive list and may not include all of the allowable and unallowable expenses for your grant. Please reach out to your SOSC contact with any questions regarding a specific expense.

**Allowable costs:**

- Coach, teacher, and intern stipends
- Official fees: Cost of CIF officials
- District/School Contract payments
- Facility rental: non-district/school facilities only
- Meals (must be pre-approved by SOSC)
- Lodging (related to attendance at SOSC-hosted Professional Development as well as CIF Championship Events)
- Transportation: Bus and/or fuel for school vans to UCS events and CIF events
- Supplies
  - Sports equipment
  - Uniforms (not including shoes)
    - Jerseys for basketball, soccer, bowling, bocce, etc.
    - T-shirts that are serving the purpose of a jersey
  - T-Shirts
    - See Inclusive Youth Leadership bullet below
- Photography/Video Production
- Postage
- Printing/Copying
- Training/Professional Development
  - Costs associated with attending SOSC hosted Professional Development Days, Workshops, Conferences, etc.
- Inclusive Youth Leadership
  - Professional Development
  - Transportation and lodging for school-based events
  - T-Shirts (Only for programmatic/uniform purposes)
    - Only allowable for attendees at a youth-based training or event
      - These youth are allowed one t-shirt per year
    - Only allowable for a Spread the Word events
  - Uniforms
    - Considerations made for youth holding leadership roles within the Program

**Costs that must be pre-approved by SOSC:**

- Meals
- Entertainment costs (§ 200.438)
  - Generally including DJ's, National or College level Sports games, concerts, dance/celebration/party costs

**Unallowable costs:**

- Fundraising costs (§ 200.442)
  - Including Polar Plunge
- Apparel (§ 200.421)
  - Including shoes
- Alcohol (§ 200.423)
- Lobbying (§ 200.450)
- Gift cards (§ 200.421)
- Costs of promotional items (swag) and memorabilia (§ 200.421)
  - Including gifts, prizes, and souvenirs

**EXHIBIT B**  
**DISTRICT LIAISON STANDARD EXPECTATIONS**

***The liaison's responsibilities will include, but are not limited to the following (Note: Other duties/responsibilities may apply if they are similar to, related to or logical assignments for the position)***

1. Participate as a core member of the Beaumont Unified School District's Unified Champion Schools (UCS) District Leadership Team and serve as the primary "point-of-contact" to the district's schools to provide support, deliver messages and maintain regular communication with school liaisons, coaches, and school administration, as needed.
2. Development of a Unified Champion School District Annual Work Plan. The Work Plan is used to set goals and objectives for planned activities during the current academic year and should be developed collaboratively by a District UCS Leadership Team. In addition to the UCS District Liaison, the team should include district staff (a representation of multiple departments, i.e. Athletics, Special Education) as well as representation from Youth Leaders and UCS Liaisons from individual school sites, any other school administrators and educators who can support the team, and an SOSC staff.
3. Identify & engage a minimum of (2) two student youth leaders – more specifically, a Unified pair (one student with intellectual disabilities and one student without) to work collaboratively in the planning, implementation, and evaluation of program activities across the district. The pair's "home school" mentor will be included in all communications and activities and may also participate as a member of the District UCS Leadership team.
4. Assist SOSC with the formation and implementation of a strategy for a sustainable chapter wide Unified Generation Council "UGC" for athletes and Unified partners by:
  - Recruiting a minimum of two (2) active athletes and Unified partners into the SOSC Chapter UGC
  - Formulate a minimum of two (2) leadership opportunities for participating students, including one (1) community service project
  - Attend a minimum of four (4) meetings of the SOSC Chapter UGC, whether in person or virtual
5. Work with SOSC to always maintain participation from all existing Unified Champion Schools sites at all times and to develop an outreach plan for recruiting new Unified Champion Schools within the district in subsequent years in an effort to reach 100% participation of all eligible schools.
6. Work with SOSC to support the district's Unified Champion Schools and program activities, to ensure the goals of both the district and individual schools are met.
7. Achieve goals in the following areas:
  - Oversee implementation at all Poway Unified School District's UCS sites of at least one (1) Unified Sport (Young Athletes and/or Unified Sports), one (1) student-led Inclusive Youth Leadership activity, and one (1) Whole School Engagement activity.

8. Support SOSC with completed Program Applications, Mid-term reports, End of Year reports, and Liaison survey for each assigned school.
  - Identify and train coaches and educators at each assigned school on program implementation, paperwork requirements, etc.
  - Ensure each participating school develops and submits an Annual Work Plan and enforce compliance of Standard Expectations by all participating schools. Minimally, this includes the submission of quarterly Activity Reports using SOSC's reporting platform, participation in the annual online UMASS Boston Liaison Survey, and completion of the End of Year Report.
9. Share impact data and other participation information on behalf of Unified Champion Schools activity taking place within the district. This may include statistics and other metrics affected by the implementation of Unified Champion Schools, as well as district highlights, event photos, social media stories, etc. This information must be shared via quarterly Activity Reports and an End of Year Report.
10. Register for a user account at [learn.specialolympics.org](http://learn.specialolympics.org) and complete, at minimum, the Introduction to UCS for Educators online training course.
11. Ensure that there is a minimum of (1) one adult on the Leadership team designated to participate in the free online, [Coaching Unified Sports Course](#) offered through NFHSLearn.com.
12. Ensure that every student participating in a Unified Champion School sports program is recognized as any other student-athlete on campus.
13. Monitor and ensure program grant funds awarded are used for program activities. The success of reaching the goals and objectives set forth in the Annual Work Plan and fulfillment of these Standard Expectations may impact subsequent funding from Special Olympics. SOSC reserves the right to require the district to submit receipts as proof of purchase for supplies, goods, and services obtained by the district using funding awarded by SOSC.
14. Maintain SOSC Class A volunteer status by ensuring the following trainings and certifications are on file and up to date: General Orientation, Protective Behaviors, Concussion Training, and Background Check.





January 29, 2025

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

**RE: 24-461 - Summerwind Trails K-8 Modernization**  
Document Number 013

Dear Ana Gonzalez,

Category No. 04 RVH Constructors, Inc. has completed their work in accordance with the Contract Documents for the Summerwind Trails K-8 Modernization Project.

The date of Substantial Completion was established as August 6, 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.)

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

File: Beaumont Unified School District

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./PO Box 187, 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: 08/06/2024 .  
The work done was 24-461 - Summerwind Trails K-8 Modernization .
7. The name of the contractor, if any, for such work of improvements was 1020 Poinsettia Cir, Calimesa, CA 92320 and was contracted on 04/17/2024 .
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 1020 Poinsettia Cir, Calimesa, CA 92320 .

Date: March 4, 2025

\_\_\_\_\_  
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 March 4, 2025 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