

Kurt Holland Services Agreement

This Services Agreement (the "Agreement") is made by and between Kurt Holland ("Consultant"), and Beverly Hills Unified School District ("Client").

1. **Engagement of Services.** Consultant will provide services ("Services") to Client in accordance with the provisions of this Agreement and with the terms and conditions stated in the description of services ("Description of Services") attached to this Agreement as Exhibit A, and which is incorporated by reference into this Agreement.

2. **Compensation.** Client shall compensate Consultant for the Services described in the Description of Services in the amount, and on the terms, set forth in the Description of Services. Consultant shall be reimbursed for business expenses as described in the Description of Services.

3. **Ownership of Work Product.** Consultant retains all right, title, and interest in and to any work product created by Consultant or on behalf of the Consultant, or to which Consultant contributes pursuant to the Agreement (the "Work Product").

4. **Liaison Personnel.** Consultant and Client will each designate an individual as the liaison ("Liaison") between the parties who shall be authorized to serve as the authorized and primary representative for the respective party in coordinating the Services to be performed and for all matters relating to this Agreement and the Services provided herein. Designated Liaisons will be named in the Description of Services.

5. **(a) Indemnity by Consultant.** Consultant agrees to indemnify, defend, and hold harmless the Client from any and all damages, costs, claims, expenses, or other liability (including personal injury or property damage) including without limitation the payment of attorney's fees and other related costs and expenses, arising from (a) the acts, errors or omissions, or willful misconduct of Consultant, its officers, employees, subcontractors or agents in the performance of Services provided by Consultant set forth in the Description of Services under this Agreement or (b) the breach by Consultant of this Agreement, provided, however, that Consultant shall not be liable for the negligence or willful misconduct of the Client.

(b) Indemnity by the Client. The Client agrees to indemnify, defend, and hold harmless Consultant from any and all damages, costs, claims, expenses, or other liability (including personal injury or property damage) including without limitation the payment of attorney's fees and other related costs and expenses, arising from (a) the acts, errors or omissions, or willful misconduct of the Client, its officers, employees, subcontractors or agents in the provision of facilities or support of the performance of Services provided by Consultant set forth in a the Description of Services under this Agreement or (b) the breach by the Client of this Agreement, provided, however, that the Client shall not be liable for the negligence or willful misconduct of Consultant.

6. (a) Insurance of Consultant. Throughout the term of this Agreement, Consultant shall maintain the following insurance:

- i. Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.
- ii. Professional liability (Errors and Omissions) insurance in an amount of not less than one million dollars (\$1,000,000).
- iii. Workers compensation insurance is not required, as Consultant will not have employees.
- iv. Owned automobile liability insurance with a per occurrence limit of at least five hundred thousand (\$500,000).

Upon written request, Consultant shall provide the Client with evidence of insurance and the coverage maintained by Consultant.

(b) Insurance of the Client. Throughout the term of this Agreement, the Client shall maintain premises liability insurance, workers' compensation insurance, and other insurance as appropriate to cover the premises and personnel of the Client utilized in the performance of Services described under this Agreement.

7. Independent Contractor. Consultant's relationship with Client is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Consultant shall not be entitled to any of the benefits that Client may make available to its employees. Consultant is not authorized to make any representation, contract, or commitment on behalf of Client unless specifically requested or authorized in writing to do so by the representative of the Client signing this agreement.

8. Term. The initial term of this Agreement is for one (1) year from the date of this Agreement. This term shall be extended for any ongoing project under this Agreement not yet completed within the term.

9. Successors and Assigns. Consultant may not subcontract or otherwise assign or delegate its obligations under this Agreement. Subject to the foregoing, this Agreement is made for the benefit of Client's successors and assigns and will be binding on Consultant's assignees.

10. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with noticed deemed given as indicated: (i) by personal delivery when delivered; (ii) by overnight courier upon one day after deposit with the courier; (iii) by certified or registered mail, return receipt requested, upon the date indicated on the receipt. Notice shall be sent to the addresses set forth below or such other address as a party may specify in a writing delivered as set forth in this section.

Client: BEVERLY HILLS USD
255 S. LASKY DRIVE
BEVERLY HILLS, CA 90212

Consultant: Kurt Holland
1736 Michael Lane
Pacific Palisades, CA 90272

11. Waiver. The waiver by either party of a breach of any provision of this Agreement shall not be construed as a waiver of any other or subsequent breach.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter and supersedes all prior or contemporaneous oral or written agreements concerning the subject matter. The terms of this Agreement will apply to all Services performed by Consultant for Client, provided however, that in the event of any conflict between the terms of this Agreement and any Description of Services, the terms of the applicable Description of Services shall control. This Agreement may be changed only by a writing signed by both parties.

13. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of

this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. Applicable Law. This Agreement shall be governed by the laws of the State of California.

The parties have executed this Agreement as of the ____ day of February, 2018

Consultant

Client

Name: Kurt Holland
Title: Consultant

Name: Dr. Michael Bregy
Title: Superintendent

Kurt Holland
Services Agreement
Appendix 1: Description of Services

1. Services to be performed by Consultant:

Consultant will provide professional development to teachers regarding Next Generation Science Standards including: instructional practices, alignment of life science and physical science courses, and the three-course model.

2. Compensation for Services:

(a) Client will compensate Consultant at a rate of \$100.00/hour, not to exceed \$3500.00

(b) Consultant will bill client not more than bi-weekly, in arrears, with payment due within fifteen (15) days of receipt of invoice.

3. Expenses: Consultant will be reimbursed for all usual and customary business expenses, and are included in the not to exceed total compensation. Reimbursement for expenses will be paid within fifteen (15) days of receipt of documentation.

4. Liaison Personnel: Liaisons for Client and Consultant as specified in the Agreement are named below, along with contact information:

Client Liaison: Dustin Seemann
Asst. Superintendent of Education Services
Beverly Hills, CA 90212
310-551-5100 ext. 2242

Consultant Liaison: Kurt Holland
1736 Michael Lane
Pacific Palisades, CA 90272
kurt.holland@gmail.com
310-429-0164

Agreed as of the ____ day of February 2018.

Consultant

Client

Name: Kurt Holland
Title: Consultant

Name: Dustin Seemann
Title: Asst. Supt. of Ed. Services