



**AGREEMENT FOR CONSULTANT SERVICES  
Supplemental Services  
2018-2019  
RV\_8.27.18**

THIS AGREEMENT is made and entered into this 16th day of August, 2018 by and between Beverly Hills Unified School District 255 S. Lasky Dr. Beverly Hills CA 90212 ("DISTRICT") and S.T.A.R. Inc., a California non-profit corporation, 10101 Jefferson Boulevard, Culver City, California 90232, I.D. No. 95-4430228, ("Consultant"), as follows:

1. Description of Services: DISTRICT has engaged Consultant and Consultant has agreed to provide services at BHUSD Elementary Schools, as follows:

**GIFTED AND TALENTED EDUCATION  
MORNING WORKSHOPS**

**4<sup>TH</sup> - 5<sup>TH</sup> Grade Workshops**

**Extraordinary Engineering: 6-WEEK MODULE**



By dreaming up creative and practical solutions, engineers are constantly changing the world. They are team players with independent minds who turn ideas into reality. Using The Engineering Design Process, students will learn what it takes to turn their ideas into reality. Drawing upon concepts commonly applied in the modern "Maker" culture, students find that creativity is boundless.

**\*Requires access to Chrome Books and Chrome/Internet Connection**

## 3D Modeling and Printing: 6-WEEK MODULE



3-D printing and the ability to “rapid prototype” is revolutionizing the world of design and engineering. Now, an engineer or a designer has the ability to dream up a concept and test it out immediately. In this workshop, students will delve into the technology that is revolutionizing the design process as they learn to use 3D software to design things like buildings, tools, wearable objects, toys, game pieces and more. Students will select class designs to be printed on STAR Education's 3D printers.

**Note: Requires Use of Computer Lab and access to Chrome Browser/ Internet**

### CLASS ROTATION OVERVIEW:

**Days: Wednesdays**

**Times: 8:00-9:20 a.m.**

### Module 1: October 24<sup>th</sup>-November 28<sup>th</sup>, 2018

	Horace Mann	Beverly Vista	Hawthorne	El Rodeo
DATES: 10/24, 10/31, 11/7, 11/14, 11/21, 11/28	SCIENCE OF SUPERHEROES	3D MODELING AND PRINTING	SCIENCE OF SUPERHEROES	3D MODELING AND PRINTING

### Module 2: January 30<sup>th</sup>- May 1<sup>st</sup>, 2019

	Horace Mann	Beverly Vista	Hawthorne	El Rodeo
DATES: 1/30, 2/6, 2/13, 2/20, 2/27, 3/6		SCIENCE OF SUPERHEROES	3D MODELING AND PRINTING	SCIENCE OF SUPERHEROES
DATES: 3/27, 4/3, 4/10, 4/17, 4/24, 5/1	3D MODELING AND PRINTING			

**Fee Overview:**  
**4<sup>TH</sup>-5<sup>TH</sup> GRADE WORKSHOPS: \$450 PER WORKSHOP X 4 SCHOOLS X 12**  
**WORKSHOPS TOTALING \$21,600**  
**TOTAL \$21,600.**

2. Term of Services: Consultant will provide the Program to DISTRICT from 10/24/18 to 5/1/19 (the "Term").
3. Program Fees; Payment: DISTRICT agrees to pay from P.O. # \_\_\_\_\_ and Consultant agrees to accept as full payment from DISTRICT for the services described in paragraph 1., above, \$ 21,600 .
  - A. DISTRICT agrees to pay upon invoice.
    - a. Invoice # 1 totaling \$10,800 Due On or Before: 11/28/18
    - b. Invoice # 2 totaling \$10,800 Due On or Before: 5/1/19
  - B. DISTRICT agrees that the maximum number of attendees shall not exceed 30 Per workshop .
  - C. DISTRICT agrees that the total fee listed in section 3 is a final quote and shall not be reduced due to a reduction in student numbers, rotations, days, or weeks.
4. Background Checks: At the time of commencement of this agreement, and during its entire term, the employees of Consultant, including all subcontractors, will comply with the provisions of California Education Code Section 45125.1 when DISTRICT determines that the Consultant's employees and/or subcontractors will have more than limited contact with DISTRICT pupils in the performance of work under this agreement. Consultant will:
  - a. Provide for the submission of fingerprints of its employees, and the employees of all subcontractors who have more than limited contact with DISTRICT pupils to the California Department of Justice ("CDOJ") in a manner authorized by the CDOJ.
  - b. Keep, upon receipt of employee clearances from the CDOJ, such clearances on file and make them available for inspection by DISTRICT or its designee, upon request.
5. Independent Contractor: Consultant's furnishing of services pursuant to this agreement at all times will be as an independent contractor. Nothing in this agreement will create the relationship of association, partnership, joint venture or agency between Consultant and DISTRICT. Neither Consultant nor DISTRICT will have the authority to bind the other or its representatives in any way. Consultant will be responsible for payment of all taxes and payroll withholdings required by law or regulation for its services.
  - a. Employees of STAR may not be solicited for direct employment by DISTRICT during their employment with STAR.

- b. All changes to instructor schedules must be cleared through STAR administration prior to instructor notification.

6. Confidentiality: During the Term of this agreement, DISTRICT may acquire confidential information and trade secrets concerning Consultant's operations, its future plans and its methods of doing business including, by way of example, highly proprietary information about the Consultant's processes, product development and marketing. This information would be extremely damaging to Consultant if disclosed to a competitor or made available to any other person or corporation. DISTRICT understands that such information is divulged to DISTRICT in confidence and DISTRICT agrees that DISTRICT will keep it in confidence and not disclose or communicate such information to any third party, unless Consultant gives DISTRICT written authorization or disclosure is required by law.

7. Warranties: a. DISTRICT Warranties: DISTRICT represents, warrants and covenants that DISTRICT has the full right, power and authority to enter into this agreement and perform all of its obligations.

b. Consultant Warranties: Consultant represents, warrants and covenants that Consultant has the full right, power and authority to enter into this agreement and perform all of its obligations.

8. Indemnities: a. DISTRICT's Indemnity: DISTRICT will indemnify, defend and hold harmless the Consultant, its board of directors, employees, volunteers, agents, successors and assigns against any liability, damages, claims or expenses (including reasonable attorneys' fees) that Consultant may suffer or incur as a result of DISTRICT's breach of any representations, warranties or obligations.

b. Consultant's Indemnity: Consultant will similarly indemnify, defend and hold harmless the DISTRICT, its governing board, officers, employees and agents from and against any liability and expense (including reasonable attorneys' fees) that the DISTRICT may suffer or incur as a result of Consultant's breach of any representations, warranties or obligations.

9. Consultant Insurance: During the entire term of this agreement and any extension or modification thereof, Consultant will keep in effect a policy or policies of general liability insurance of \$2,000,000.00 aggregate and \$1,000,000.00 for each occurrence for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and \$1,000,000.00 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Upon request, Consultant will provide DISTRICT with satisfactory evidence of insurance, naming the DISTRICT as an additional insured, including a provision for a twenty (20) calendar day written notice to the DISTRICT before cancellation or material change, evidencing the above specified coverage. The Consultant will, at its own cost and expense, procure and maintain insurance under the Workers' Compensation Law of California.

10. DISTRICT Insurance: During the entire term of this agreement and any extension or modification thereof, DISTRICT will keep in effect a policy or policies of general liability insurance of \$2,000,000.00 aggregate and \$1,000,000.00 for each occurrence for all damages

arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and \$1,000,000.00 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Upon request, DISTRICT will provide consultant with satisfactory evidence of insurance, naming the Consultant as an additional insured, including a provision for a twenty (20) calendar day written notice to the Consultant before cancellation or material change, evidencing the above specified coverage.

11. Dispute Resolution – Binding, Arbitration: Any dispute, claim or controversy arising out of, or relating to, in connection with or under this agreement, or the breach or threatened breach thereof, will be resolved through confidential binding arbitration under the then prevailing rules of Judicial Arbitration & Mediation Services (JAMS). The arbitration shall be held in Los Angeles, California, and any party making a claim hereunder in whatever form hereby submits to jurisdiction and venue in that forum for any and all purposes. The decision of the arbitrator shall be final and judgment on any award thereupon may be entered in any court having jurisdiction thereof. This paragraph shall not preclude either party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

12. Termination: Either party, STAR or DISTRICT, may terminate this agreement for any reason upon 60-days written notice, and 80-days written notice in the event that CAL WARN applies. In the case of termination, DISTRICT shall compensate STAR for fees and costs due through the date of the termination.

13. General Provisions:

a. Notices: Any notices to be given hereunder by either party to the other may be effected at the addresses provided above either by personal delivery in writing, electronic transmission or by mail, registered or certified, postage prepaid, with return receipt requested.

b. Captions: Paragraph headings are for guidance only and will not be of any effect in construing the contents of the respective paragraphs.

c. Entire Agreement: This Agreement supersedes any agreements, whether oral or written, between the parties hereto with respect to the rendering of services by Consultant and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification to this agreement will be effective only if it is in writing and signed by both parties.

d. Governing Law: This agreement is governed by and will be construed in accordance with the laws of the State of California.

e. Assignment: Neither party may assign this agreement. This agreement will inure to the benefit of and be binding upon DISTRICT and Consultant.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth above.

Beverly Hills Unified School District

.S.T.A.R. Inc., a non-profit corporation

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_