

**AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
BEVERLY HILLS UNIFIED SCHOOL DISTRICT
AND
Literacy Partners LLC**

1. Parties and Date.

This Agreement ("Agreement") is made and entered into this 6/29/16, by and between the **BEVERLY HILLS UNIFIED SCHOOL DISTRICT** ("District") and **Literacy Partners LLC** ("Consultant") (collectively referred to as the "Parties" and each individually as "Party").

2. Recitals.

2.1 **Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein, and is familiar with the plans of District.

2.2 **Project.** District desires to engage Consultant to render its services for Harkham Hillel Writers Workshop Professional Development Project (the "**Project**").

3. Terms.

3.1 Scope of Services, Qualifications and Term.

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 **Term.** The term of this Agreement shall be from July 1, 2016 until June 30, 2017, unless earlier terminated as provided herein. [- or - **The term of this Agreement shall be from the date first written above and shall continue until District's acceptance of all work and final payment to Consultant, unless earlier terminated as provided herein.**] The Parties may mutually agree to extend this term by written amendment. Should the Parties agree to extend the term of this Agreement, the fee for services described in **Exhibit "B"** shall remain the same.

3.3 Responsibilities of Consultant.

Control and Payment of Consultants and its Subordinates. District retains Consultant on an independent contractor basis and Consultant is not an employee of District.

Accordingly, District shall not withhold from the compensation it pays to Consultant for the

performance of the Services any amount for taxes, including, without limitation, income, social security or Medicare taxes, or any other taxes. Additionally, Consultant understands and agrees that, as an independent contractor, Consultant will have no right to claim or receive any health or life insurance benefits, worker's compensation and/or unemployment benefits or other employee benefits from or through the District by reason of this Agreement or Consultant's performance of the Services, and that the District will not make any unemployment, worker's compensation or other insurance contributions on Consultant's behalf. Consultant agrees that Consultant shall be responsible to pay all applicable taxes on compensation paid to Consultant by the District and to provide, at Consultant's expense, such health, life, worker's compensation, unemployment and other insurance as Consultant deems appropriate.

Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage, as applicable, and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. The Consultant shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed under this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the District shall provide Consultant with a copy of the prevailing rates of per diem wages. Consultant shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

If the District is using State funds for the Project and is required to enforce a Labor Compliance Program ("LCP"), then Consultant will be required to enforce the District's Labor Compliance Program ("LCP"), as applicable.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of District and any and all applicable regulatory State agencies, and shall be the property of District.

(c) Reports. Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to District, whether or not such reports must be submitted to the District.

(d) Work Authorization. Consultant shall obtain from District a work authorization for the Project prior to commencing work. Such work authorization shall reiterate Consultant's duties outlined herein.

(e) Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

(f) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(g) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(h) Insurance. Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(i) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to District that the subcontractor has secured all insurance required under this Section.

(ii) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability:* Coverage which is appropriate to the Consultant's profession, or that of its consultants or subcontractors.

(2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a

general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability*: Not less than \$1,000,000 per claim/\$2,000,000 aggregate.

(3) Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

a. General Liability. The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. If Consultant works directly with or near children, the General Liability Policy shall include or be endorsed to include abuse and molestation coverage.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

d. Professional Liability. Consultant and its sub-consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

(iii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

(iv) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

(v) Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by District if requested. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

(i) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(j) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractor's activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

3.4 Fees and Payments.

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "B"** attached hereto and incorporated herein by reference for a not-to-exceed price of \$8,209 Dollars (\$8,209). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

(c) Payment of Compensation. Consultant shall submit to District an itemized statement which indicates work completed and hours of Services rendered by Consultant. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by District to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from District.

3.5 Maintenance of Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.6 General Provisions.

(a) Suspension of Services. The District may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the District shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without District's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Literacy Partners LLC

269 South Beverly Drive

Suite 212

Beverly Hills, CA 90212

Attn: Dahlia Dallal, Founder and Director

(310) 360-0113

DISTRICT:

Beverly Hills Unified School District

255 South Lasky Drive

Beverly Hills, CA 90212

Attn: Chris Hertz, Director of Student Services

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the

purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by District. Should District wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.

(f) Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

(g) Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant agrees to waive all rights of subrogation against the District.

(h) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(i) Governing Law. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of Los Angeles, State of California.

(j) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(k) District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(l) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of District.

(m) Amendments/Waiver. This Agreement may not be amended except by a writing signed by the District and Consultant. In order to take effect, amendments shall be approved or ratified by the District Board of Education. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties.

(n) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(o) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(p) Conflict of Interest. Consultant shall disclose to District any outside activities or interests that conflict or may conflict with the interests of the District. Prompt disclosure is required if the activity or interest is related, directly or indirectly, to (1) any activity that Consultant may be involved with on behalf of the District, or (2) any activity that Consultant may be involved with on behalf of any other firm or agency. In addition, Consultant shall comply with all provisions of the Political Reform Act and implementing regulations, as applicable, and in accordance with the District's Conflict of Interest Code. Consultant shall be subject to the broadest disclosure category in the District's Conflict of Interest Code during the term of this Agreement, except to the extent specifically modified in writing by the Superintendent or designee. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(q) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE

subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(r) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the District's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(s) TB Testing. Consultant shall require that all regular and substitute employees provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the District's pupils. Consultant shall keep a copy of said information in the employee file.

(t) Confidentiality. Consultant hereby acknowledges that certain records and information maintained by the District, or by Consultant on behalf of the District, are protected by law and shall not be released to third parties without express authorization from the District. Such records include, but are not limited to, student records (i.e., any item of information relating to an identifiable student) and personnel records. In addition, all ideas, memoranda, plans, strategies, and documents shared with Consultant by District in connection with the performance of this Agreement, not generally known to the public, shall be held confidential by Consultant. Consultant agrees that information acquired by Consultant during meetings with the District's administrative team, or during closed session Board discussions are deemed confidential and, except to the extent required by law, shall not be shared with third parties without express authorization from the District.

(u) Drug/Tobacco-Free Facilities. All District facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

(v) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the District Board of Education. Any amendments to this Agreement shall require Board approval or ratification.

(w) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(x) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day and year first written above.

BEVERLY HILLS UNIFIED SCHOOL DISTRICT

By: Chris Hertz
Name: Chris Hertz
Title: Director of Student Services

Title 2 / 01.0-40350 0-11107-10000-5890-0000012
Funding Source (Name/SACS Code)

By: _____
Name: LaTanya Kirk Carter
Title: Chief Administrative Officer

By: _____
Name: Angeli Villaflor
Title: Director of Fiscal Services

By: _____
Name: HOWARD GOLDSTEIN
Title: President, Board of Education

Attest:

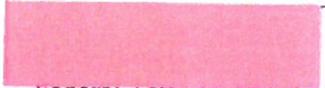
By: _____
Name: Steve Kessler
Title: Superintendent of Schools

Literacy Partners LLC

By: Dahlia Dallal
Name: Dahlia Dallal
Title: Founder and Director

Attest:

By: _____
Name: _____
Title: _____


Federal Tax I.D. Number

8745
LACOE Vendor Number

EXHIBIT "A"
SCOPE OF SERVICES

Literacy Partners will provide Harkham Hillel Academy teachers and administrators professional development to support "Writing Workshop" and "Reading Workshop" pedagogy during the 2016 – 2017 school year. All services will be rendered prior to June 2017 and all invoicing will be sent to Chris Hertz and Beverly Hills Unified School District prior to June, 2017.

EXHIBIT "B"
COMPENSATION FOR SERVICES

Fee not-to-exceed [\$8,209]. Work is to be billed on a time and materials basis. : All work shall be billed monthly and based on the following rate schedule:
\$1650 for a typical 6 hour school day.

EXHIBIT "C"
AMENDMENTS TO AGREEMENT

TO BE USED ONLY IN CONSULTATION WITH AND WITH PRIOR APPROVAL OF HUMAN RESOURCES

The Parties to the "Agreement for Professional Services between Beverly Hills Unified School District and Literacy Partners LLC," dated May 12, 2016, do hereby agree to the following Amendments:

1. Section 3.3 (h) – Insurance
For this limited contract, the District agrees to waive Sections 3.3 (h)(ii)(1)(4), 3.3 (h)(ii)(2)(4), and 3.3(h)(ii)(3)(d) of the Agreement pertaining to professional liability insurance.
2. Section 3.6(e) – Ownership of Materials and Confidentiality
For this limited contract, the District agrees that Section 3.6 (i) shall not apply to any of the Consultant's standard promotional or training materials.
3. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by their authorized officers as of the day and year first written above.

BEVERLY HILLS UNIFIED SCHOOL DISTRICT

By: _____
Name: LaTanya Kirk Carter
Title: Chief Administrative Officer

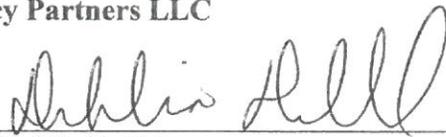
By: _____
Name: Angeli Villafior
Title: Director of Fiscal Services

By: _____
Name: **HOWARD GOLDSTEIN**
Title: President, Board of Education

Attest:

By: _____
Name: Steve Kessler
Title: Superintendent of Schools
Secretary, Board of Education

Literacy Partners LLC

By: 
Name: Dahlia Dallal
Title: Founder and Director

Attest:

By: _____
Name: _____
Title: _____
4: _____
Federal Tax I.D. Number

8745
LACOE Vendor Number

**BEVERLY HILLS UNIFIED SCHOOL DISTRICT
CONFLICT OF INTEREST STATEMENT**

Conflicts of interest arise whenever the personal or professional interest of a consultant is potentially at odds with the best interests of an organization. A conflict of interest or appearance of a conflict can arise whenever a transaction of the Beverly Hills Unified School District conflicts with the personal or financial interests of one of its consultants, or that person's immediate family member or employer.

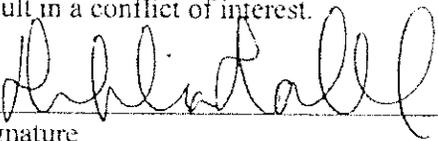
Conflict of interest is also defined as an actual or perceived interest by a consultant in an action that results in personal, business or professional gain. Consultants and public officials of the District are obligated to always act in the best interest of the District, seeking only the furtherance of the District's mission. Consultants for the District are prohibited from using their job title or position for private profit or benefit.

As a Consultant for the District, I agree to follow the District's Conflict of Interest Bylaw. By initialing each point below, I affirm:

- DD To my knowledge, no member of my family, my partner, or any organization or person in which I have an affiliation is employed or being educated by the District or has any financial interest in the District.
- DD I agree to disclose any possible conflict of interest immediately should the situation arise during the course of my service as a consultant for the District.
- DD I have no conflict of interest to report.

I hereby disclose the following conflict(s) of interest:

By my signature below, I certify that the information set forth above is true and complete to the best of my knowledge. I have received a copy of Beverly Hills Unified School District's Conflict of Interest Bylaw, have read and understand the Bylaw and I agree to comply with it. I agree to disclose any conflict that should arise, as well as to disclose any situation that evolves that could result in a conflict of interest.


Signature

5-13-16
Date

Dahlia Dallal
Printed Name

Preamble

The members of the Board of Education desire to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. The decision-making affairs of the district by all personnel, consultants and members of the Board will be conducted in accordance with the highest standards of integrity. There can be no deviation from complete honesty in all financial, business and district transactions. Use of school district funds or internal business information for improper purposes is absolutely forbidden. In accordance with law, Board members and designated employees and consultants shall disclose any financial conflict of interest and, as necessary, shall abstain from participating in the decision involving the conflict. The members of the Board, designated employees and consultants will be accountable to the Conflict of Interest Code, Bylaws and policy related to disclosure of any personal or financial interest benefit and disqualification rules in accordance of law.

Conflict of Interest Code under the Political Reform Act

The district has adopted a Conflict of Interest Code (the "Code") pursuant to the requirements of the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"). The Code sets forth the required provisions for the disclosure of assets and income by the officials, employees and consultants designated in the Appendix to the Code, and lists and assigns the disclosure categories specifying the types of assets and income required to be disclosed by each of the designated officials, employees and consultants ("designated employees"), and the disqualification of designated employees from acting where a conflict of interest exists. The requirements of the Code are in addition to other requirements of the Political Reform Act and to other state and local laws pertaining to conflicts of interest and have the force and effect of law. Designated employees violating any provision of the Code are subject to the administrative, criminal and civil sanctions provided by the Act. Additionally, a decision in relation to which a violation of the disqualification provisions of the Code or Government Code 87100 has occurred may be set aside as void pursuant to Government Code 91003.

All officials, employees and consultants are directed to refer to the district's Conflict of Interest Code for these specific requirements. The Conflict of Interest Code is held in the office of the Administrative Assistant of the Superintendent of the district's filing officer/official, as the district's Filing Officer/Official.

At the direction by the code reviewing body, the district's conflict of interest code shall be reviewed in even-numbered years. If no change in the code is required, the district shall submit by October 1 a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the district shall submit an amended code to the code reviewing body. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated by changed circumstances, such as the creation of new designated positions, the Code shall be amended and submitted to the code reviewing body in accordance with Government Code 87306-Code Amendments.

When reviewing and preparing conflict of interest codes, the district shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311-Administrative Procedure)

Board members and designated employees shall annually file a Statement of Economic Interest as specified in the district's Code. A Board member or a designated employee shall, within 30 days after leaving office/employment, file a Leaving Office Statement as specified in the district's Code.

The requirements of the Code are in addition to other requirements of the Act and to other state and local laws pertaining to the conflicts of interest and have the force and effect of law. Board members and designated employees violating any provision of the Code are subject to the administrative, civil and criminal sanctions provided by the Act. Additionally, court injunctive relief may set the official action aside as void pursuant to Government Code 91003 where a Board member or designated employee fails to comply with a disqualification provision of the district's Conflict of Interest Code.

Disqualification Based on Economic Interests under the Political Reform Act

If a Board member determines that he or she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The basic rule is that a Board member or designated employee may not make, participate in, or influence a governmental decision that will have a reasonably foreseeable and material financial effect on the Board member or designated employee or their immediate family or any of their economic interests as described in Government Code 87103. This determination shall be disclosed and made part of the Board's official minutes. The member shall be disqualified from voting unless his/her participation is legally required. (2 CCR 18700)

A Board member shall, upon identifying a financial conflict or potential financial conflict of interest and immediately prior to consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18702.5)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Recuse himself or herself from discussing and voting on the matter, or otherwise acting in violation of financial conflicts of interest pursuant to Government Code 87100. The Board member with the conflict shall not be counted toward achieving a quorum while the item is before the Board.
3. The conflicted Board member must leave the room until the matter is concluded, unless it has been placed on the consent agenda for uncontested matters.
4. If the Board's decision is made during closed session, the Board member with the conflict of interest must disclose his or her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his or her recusal is because of a financial conflict of interest pursuant to Government Code 87100. The Board member shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information or confidential information regarding the Board's decision.

Financial Interests in Contracts (Education Code 35233 and Government Code 1090)

Board members, employees, or district consultants shall not be financially interested in any contract made by them in their official capacity, or by anybody or Board of which they are members. The prohibition may apply to employees who do not file statements of economic interest under the Political Reform Act. The prohibition may apply even though the dollars involved would not trigger a conflict under the Political Reform Act and even where the official will not receive any direct financial benefit from the transaction. Pursuant to Education Code 35233 members of Board of Education of School districts and to members of citizens' oversight committees appointed by those Board of Education are subject to the prohibitions of Government Code 1090.

A district officer, employee or elected official may not make a contract in his or her official capacity in which he or she is financially interested. Any participation or influence in the process by which the contract is developed, negotiated and/or executed is a violation of Government Code 1090.

If one of the district Board members has a financial interest even if the interested member does not participate and abstains from the decision and vote, the entire Board is precluded from entering the contract in question.

Transactions not involving written contracts, such as sales, payment authorizations, purchases or the making or receipt of a grant, can be contracts covered under Government Code 1090.

When a school employee is financially interested in a contract, the district will be prohibited from making the contract only if the employee is involved in the contract-making process. If the employee plays no role whatsoever in the contracting process, either because it is outside the scope of his/her employment, or because the employee had disqualified himself or herself from participation, the district is not prohibited from contracting with the employee or the business entity in which the employee is interested.

Any contract made in violation of Government Code 1090 is void and unenforceable and the Board member or employee is subject to: (1) criminal and/or civil penalties; and (2) potential disgorgement of any consideration received or any property acquired in the transaction.

"Remote Interests" in Contracts (Government Code 1091). Certain "remote" financial interests of Board members in contracts do not create a conflict of interest if the Board member follows required statutory procedures. Financial interests which are considered "remote interests" under these circumstances are specifically identified in Government Code 1091. (See Exhibit 1) There are 16 defined "remote interest" exceptions, as shown in Exhibit 1. Financial interests of employees cannot be considered "remote."

A Board member who has a remote interest in a contract being considered before the Board shall publicly disclose his or her interest to the Board during the Board meeting. The Board member's disclosure and disqualification shall be noted in the official Board minutes. The affected Board member shall not influence, or participate in any way with any other Board member in negotiating or approving the contract. Participation in the making of a contract is defined broadly as any act involving preliminary discussions, negotiations, compromises, reasoning, planning, and drawing of plans and specifications, and solicitation for bids. Where a Board member has a publicly disclosed and duly noted remote interest in a contract, the Board may approve the contract by a vote of its membership excluding the vote of the interested Board member. (Government Code 1091)

Financial "Non-interests" in Contracts (Government Code 1091.5). The Legislature has determined as a matter of policy certain financial interests of Board members and employees are exempt from the provisions of Government Code 1090. A non-interest exemption does not require abstention. There are 13 defined "non-interests" in Government Code 1091.5. (See Exhibit 2) A Board member or employee shall not be considered to be financially interested in a contract if his or her interest is any of the "non-interests" listed in Government Code 1091.5, as shown in Exhibit 2.

Board Member Vote Affecting "Relative" (Education Code 35107)

Even if there is not a prohibited financial conflict of interest, a Board member shall abstain from voting on personnel matters that uniquely affect his or her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his or her relative belongs. "Relative" means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree.

Incompatible Offices and Activities

A Board member shall not simultaneously hold two public offices that are incompatible. If a Board member is sworn into an incompatible office, then his or her position in the prior office is automatically

terminated.

Pursuant to Education Code 35107, an employee of the district may not be sworn into office as an elected or appointed member of the Board unless he or she resigns as an employee. If the employee does not resign, the employment automatically terminates when he or she is sworn into office.

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district.

No officer or employee of the district shall engage in any employment activity or enterprise for compensation that is inconsistent, incompatible, in conflict with, or inimical to his or her duties as an officer or employee of the district. No officer or employee shall perform any work, service, or counsel for compensation outside of the district where any part of his or her efforts will be subject to approval by any other officer, employee, Board or commission of this district, unless otherwise approved in the manner prescribed by this policy. (Government Code 1099, 1126)

Gifts

The Political Reform Act broadly defines "gift" to include any payment or other benefit received by a public official unless the official provided something of equal or greater value in return. (Government Code 82028(a))

Board members and other officials who manage public investments shall not accept from any single source in any calendar year any gifts in excess of the prevailing gift limitation specified by law.

Designated employees shall not accept from any single source in any calendar year any gifts in excess of the prevailing gift limitation specified in law if the employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation except as described in Government Code 89506.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium from any source that would be reportable on his or her statement of economic interests. (Government Code 89501, 89502)

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards

41000-41003 Moneys received by school districts

FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities
81000-91014 Political Reform Act of 1974, especially:
82011 Code reviewing body
87100-87103.6 General prohibitions
87200-87210 Disclosure
87300-87313 Conflict of interest code
87500 Statements of economic interests
89501-89503 Honoraria and gifts
91000-91014 Enforcement

PENAL CODE

85-88 Bribes

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:
18702.5 Public identification of a conflict of interest for Section 87200 filers

COURT DECISIONS

Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)

92 Ops.Cal.Atty.Gen. 19 (2009)

89 Ops.Cal.Atty.Gen. 217 (2006)

86 Ops.Cal.Atty.Gen. 138(2003)

85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

Bylaw

adopted: April 26, 2011

BEVERLY HILLS UNIFIED SCHOOL DISTRICT
Beverly Hills, California

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Literacy Partners LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 269 S. Beverly Drive Suite 212	Requester's name and address (optional)
	6 City, state, and ZIP code Beverly Hills, CA 90212	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	Employer identification number										
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-	-	-	-								
	3										

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Ahlii Lillal</i>	Date ▶ 9-8-15
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Certificate of Commercial General Liability Insurance

This certificate is issued for informational purposes only.

It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies.

Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

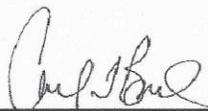
Named Insured:	Literacy Partners LLC		
Insurer Name:	Hiscox Insurance Company Inc.		
Policy Number:	UDC-1479731-CGL-15		
Type of Coverage:	Occurrence		
Policy Effective Date:	August 05, 2015	Policy Expiration Date:	August 05, 2016

Limits of Insurance

Each Occurrence:	\$ 1,000,000	
Damage to Premises Rented to You:	\$ 100,000	Any one premises
Medical Expense:	\$ 5,000	Any one person
Personal & Advertising Injury:	\$ 1,000,000	
General Aggregate:	\$ 2,000,000	
Products/Completed Operations Aggregate:	Products-completed operations are subject to the General Aggregate Limit	
General Aggregate Limit applies per:	Policy	

Description of Endorsements/Special Provisions

Not applicable



 Authorized Representative

June 21, 2015

 Date