

**AGREEMENT FOR  
PROFESSIONAL SERVICES  
BETWEEN  
BEVERLY HILLS UNIFIED SCHOOL DISTRICT  
AND  
HIGHTOUCH HIGHTECH**

**1. Parties and Date.**

This Agreement ("Agreement") is made and entered into this 4th day of September, 2018, by and between the **BEVERLY HILLS UNIFIED SCHOOL DISTRICT** ("District") and **HIGHTOUCH HIGHTECH** ("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 enrichment science instruction services (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 September 4, 2018 until May 30, 2019, 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.**

(a) 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/](http://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 **Twenty Three Thousand Dollars** (\$23,000.00). 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.

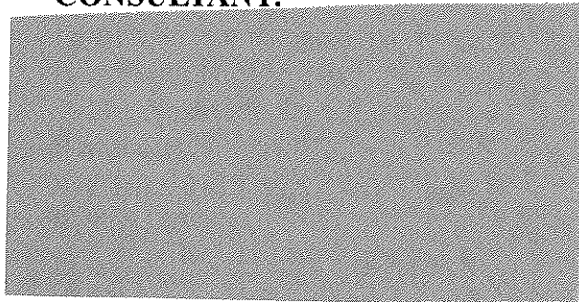
(i) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective 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:**



ector

**DISTRICT:**

Beverly Hills Unified School District  
255 South Lasky Drive  
Beverly Hills, CA 90212  
Attn: Dinora Diaz

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, alteration 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:   
Name: Chris Regan  
Title: Principal, Beverly Vista School

BV PTA/010-000910-11100-10000-5850-0010000  
Funding Source (Name/SACS Code)

By: \_\_\_\_\_  
Name: Angeli Villaflor  
Title: Director Fiscal Services


By: \_\_\_\_\_  
Name: La Tanya Kirk-Carter  
Title: Chief Administrative Officer

By: \_\_\_\_\_  
Name: Lisa Korbato  
Title: President, Board of Education

Attest:

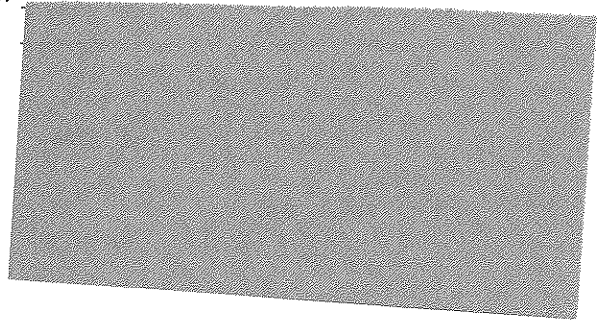
By: \_\_\_\_\_  
Name: Dr. Michael Bregy  
Title: Superintendent of Schools

**HIGHTOUCH HIGHTECH**

By:   
Name: Patrick Simmons  
Title: Regional Program Director

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Consultant shall provide science enrichment instruction to students in Preschool through 5<sup>th</sup> grades at Beverly Vista School. Instruction shall be provided by Patrick J. Simmons, Regional Program Director for Consultant. Instructional programs shall be aligned with grade level content in the Beverly Vista School current science curriculum. Programs will utilize hands-on discovery methods and will emphasize technical literacy and science vocabulary. Students will perform at least one guided, hands-on, age appropriate science experiment per session. At the end of each program, students will each have at least one take-home experiment to keep as well as a certificate of participation. Consultant shall provide all necessary materials to conduct discussions and experiments for each student in each class.

**EXHIBIT "B"**  
**COMPENSATION FOR SERVICES**

Fee not-to-exceed \$23,000.00. Work is to be billed on a flat fee basis according to the following rate schedule:

- \$8.25 per student per session (discounted from regular price of \$9.95 per student per session)
- Up to 424 students (60 at 1st grade in three classes, 60 at 2nd grade in three classes, 60 at 3rd grade in three classes, 60 at 4th grade in two classes, and 80 at 5th grade in three classes)
- Six sessions

**$\$8.25 * 424 \text{ students} * 6 \text{ sessions} = \text{maximum program fee of } \$20,889$**

- Four preschool visits at **\$1000.00**
- Minimum of 3 classes per day of program teaching on site at Beverly Vista School
- Travel fee of \$25.00 per day of program teaching on site at Beverly Vista School

**$\$25.00 * 40 \text{ school visits} = \text{maximum travel fee of } \$1000$**

**$\$20,889 + \$1000 + 1000 = \text{contract fee of } \$22,889$**

**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:

BS

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.

BS

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.

BS

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



Printed Name

Date

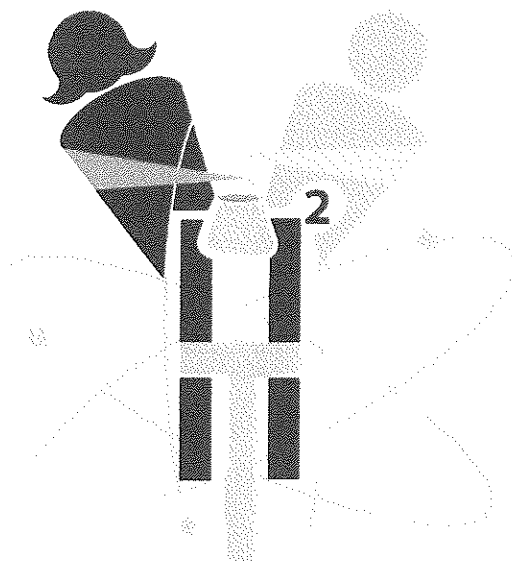
9/7/15

# **Hightouch Hightech**

## **Proposal for Science Instruction**

### **2018/2019**

**(Updated 8/17/18)**



**hightouch** hightech

**19122 Nashville St**  
**Porter Ranch, CA 91326**  
**Ph: 818-481-4911**  
**Fax: 818-301-1981**  
**[info@ScienceMadeFunWLA.net](mailto:info@ScienceMadeFunWLA.net)**  
**[www.ScienceMadeFunWLA.net](http://www.ScienceMadeFunWLA.net)**



# **Hightouch Hightech Hands-on Science Instruction for Beverly Vista Elementary Grades K- 5 and Preschool**

## **Project Overview:**

Hightouch Hightech will continue to provide science instruction to the children in Pre-School, Kindergarten, 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> grades at Beverly Vista Elementary. Instruction will be given by Patrick J. Simmons the regional program director for Hightouch Hightech Los Angeles who has over 18 years of experience in elementary education. Hightouch Hightech programs have been modified per grade level to directly align with content in Beverly Vista's current science curriculum.

Programs will lean heavily on hands-on discovery and technical literacy. Science vocabulary that is stressed in the science readers will be discussed in addition to other relevant science vocabulary. Students will perform 3–6 guided, hands-on and age appropriate science experiments to cement concept understanding and actively engage them in the science experience.

At the end of each program the student will have at least one take-home experiment they worked on that they get to keep and share with family and friends. They also receive a certificate of participation for each program.

Hightouch Hightech will visit each classroom for a 60-minute session. A minimum of three classes will be visited in one school day. Hightouch Hightech is prepared to administer 24, 30 or 36 hour long sessions during the course of the year with an exact schedule and number of programs to be determined upon program approval by Beverly Vista Elementary.

The discounted price for this program is \$8.00 - \$7.75 per child per program, depending on the number of programs booked, with a minimum of 20 children per class. All scientist expenses, equipment and materials are included in this supply intensive, educational experience. The price for pre-school programs is a flat rate of \$200 per visit which will cover all pre-school students. There is also a \$20 per visit travel fee.



## **Background Information:**

Today's elementary school teacher faces ever-increasing challenges in the classroom. Often core curriculum like language arts and math consume over two-thirds of their day leaving little time for other important subjects like social studies, ELD, physical education, science, art, independent reading and music. The teacher's time constraints often leave little time for students to experience these important subjects adequately.

Teaching science, beyond reviewing what is written in a text book, involves a great deal of preparation that is labor and time intensive, especially to prepare for directed activities like science experiments. The amount of time required to learn the curriculum, rehearse the experiments and prepare them for the class is considerable, and even the most ambitious teachers find it very difficult to fit them in on even a semi-regular basis.

A Hightouch Hightech scientist has the benefit of coming into the classroom already equipped with the knowledge, experience and materials to deliver a fun and effective program. Hightouch Hightech programs are totally hands-on and totally participatory for each and every student. Students will be completely engaged in the 60-minute science experience. Since everything is brought to the classroom, there is no need to spend time or money on transportation to an outside event like a museum or science center.

Our programs have been scrutinized, changed and adjusted to cover a large amount of science content in a short time, all in an effort to sink up with and support the science that is already being taught in the classroom by the teachers at Beverly Vista Elementary (*see attached Program Schedule*). Students will learn the same general content that is in the Houghton Mifflin text book without having to use the text book. A concept will be introduced and discussed and then the students will immediately begin a hands-on activity to reinforce that concept.

With each program there will be at least one component that the student will get to take home and share with family and friends, further engraving what they learned in school that day. In addition to the take home activity, a certificate of participation will be awarded each child in the class.

The object of Hightouch Hightech programs is to actively engage students in the learning process. Students have so much fun working on the experiments that they don't even realize how much they are learning.

## **Project Detail:**

### **Goals #1: To increase science knowledge and technical literacy**

Objective#1.1 – To introduce and review science vocabulary that aligns with current Houghton Mifflin science curriculum readers and CA science standards

Objective #1.2 – To introduce or review science concepts in support of the current Houghton Mifflin science curriculum readers and CA science standards.

Objective #1.3 – To engage students in inquiry based activities and discussions

### **Goal #2: To increase student interest in science**

Objective #2.1 – To create a fun, safe and exciting environment where scientific learning can take place

Objective #2.2 - To direct and engage students through hands-on experiments and activities that reinforce understanding of objectives 1.1, 1.2, and 1.3



## **Clientele:**

There are two different clientele groups for this proposal.

The first, and primary, clientele are the Pre-School and Kindergarten – 5<sup>th</sup> grade students of Beverly Vista Elementary. All programs are designed with their grade level expectations for science in mind.

The second clientele group is the teachers of the Kindergarten – 5<sup>th</sup> grade classes of Beverly Vista Elementary. The programs and scientist are there to supplement the science they have already been teaching and provide activities and resources they may not have available to them. Teachers may further benefit by seeing a trained science educator perform the experiments with the students.

## **Methods:**

The primary methods for achieving the goals and objectives of the Project will be:

- The creation and implementation of four to six 60 minute science programs for Pre-School and Kindergarten – 5<sup>th</sup> where a science concept is discussed with it's corresponding vocabulary and then hands-on experiments are conducted that reinforce understanding. Each program will align with that particular grade levels science reading series and also CA Science Content Standards.
- Providing an energetic, knowledgeable and experienced science instructor to teach the science programs
- Providing all necessary materials to conduct discussions and experiments to accommodate each child in each class

## **Staff/Qualifications:**

- I. All programs will be conducted by Patrick Simmons, M.Ed, Hightouch Hightech Regional Program Director.

Patrick Simmons has been the Program Director of Hightouch Hightech West LA for over a year. He has over 1 years experience in elementary education with a M.Ed from National University, A current teaching credential with Clear certification with LAUSD, a BA from Cal State University Fullerton, and a music degree from the Musicians Institute of Technology.

Last year he completed a total of 38 successful science programs for the Pre-School and Kindergarten – 5<sup>th</sup> classes at Beverly Vista Elementary among many other elementary schools in the San Fernando Valley.

Hightouch Hightech has been fueling the imaginations of children across the United States since 1994. With more than 4 million children around the world participating in our programs annually, Hightouch Hightech has emerged as the leader in innovative science programming.

## **Estimated Budget:**

The price per student has been discounted from our regular price of \$9.95 to \$8.25 per child per program in an effort to meet Beverly Vista's budget constraints. The price for the preschool programs is a flat rate of \$225 per visit. There will be a total of 4 visits in the 2018/2019 school year for total of \$1000. Below is a breakdown of the price break created specifically for the Kindergarten-5<sup>th</sup> grade students at Beverly Vista Elementary. Please note that the estimate may change due to increase or decrease in the number of classes and the number of children enrolled.

Standard price per program:

- \$9.95 per child x 422 children (60- K, 60- 1<sup>st</sup>, 60- 2<sup>nd</sup>, 78- 3<sup>rd</sup>, 82-4<sup>th</sup>, 82- 5<sup>th</sup> grades) x **6 visits** Total price = **\$25,193**

Group discounted price for Beverly Vista Elementary – **6 Sessions**

- **\$8.25** per child x 422 children (60- K, 60- 1<sup>st</sup>, 60- 2<sup>nd</sup>, 78- 3<sup>rd</sup>, 82-4<sup>th</sup>, 82- 5<sup>th</sup> grades)
- **6 sessions = \$20,889**

## **Travel Fee:**

Due to increase in fuel cost an additional travel fee of \$25.00 will be added to each day we arrive to teach a program.

**Estimated Travel Fee for 2018/2019 = \$1000**

36 elementary visits + 4 preschool visits x \$25 per visit = \$1000  
(Note: **Only an estimate**. Actual fee may be higher if an entire grade level cannot be done on a single day ie- grade 3 which has four classes might have to be completed over two days.)



## **2018/2019 PROGRAM COST:**

Elementary Program . . . . .	\$20,889
Preschool Programs . . . . .	\$1000
Estimated Travel . . . . .	\$1000

**TOTAL PROGRAM FEE . . . . . \$22,889**

## **Program Evaluation:**

All assessment on student performance is up to the discretion of the classroom teacher. No formal or informal assessment will be conducted by the Hightouch Hightech scientist.

Formal Assessment – Class teacher may administer unit assessments from the Houghton Mifflin science series to test for vocabulary and concept comprehension.

Informal Assessment – Class teacher may observe students during the program for participation in the science program and interaction with Hightouch Hightech scientist as well as classmates.



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