

**AGREEMENT FOR  
PROFESSIONAL SERVICES  
BETWEEN  
BEVERLY HILLS UNIFIED SCHOOL DISTRICT  
AND  
STAR Education**

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**1. Parties and Date.**

This Agreement ("Agreement") is made and entered into this 10 day of December, 2019, by and between the **BEVERLY HILLS UNIFIED SCHOOL DISTRICT** ("District") and STAR Education ("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 STAR Science Enhancement Program (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 February 1, 2019 until May 24, 2019, 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.**

(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-nine thousand, seven hundred fifty Dollars (\$ 29,750.00). 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:**

S.T.A.R., INC

10101 Jefferson Blvd.

Culver City, CA 90232

Attn: Marissa Cleghorn

**DISTRICT:**

Beverly Hills Unified School District

255 South Lasky Drive

Beverly Hills, CA 90212

Attn: Luke Pavone

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 Regan  
Name: Chris Regan  
Title: Principal

BV PTA/01 0-00091.0-11100-10000-5850-0010000  
Funding Source (Name/SACS Code)

By: \_\_\_\_\_  
Name: LaTanya Kirk Carter  
Title: Assistant Supt., Business Services

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

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

Attest:

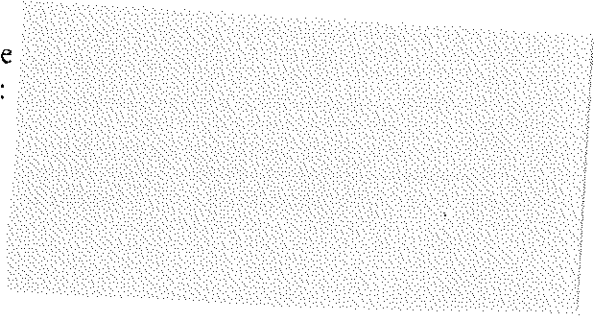
By: \_\_\_\_\_  
Name: Dr. Michael Bregy  
Title: Superintendent of Schools

**[INSERT NAME OF CONSULTANT]**

By: Kaula Bregy  
Name: S.T.A.R., INC  
Title: Executive Director

Attest:

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





**AGREEMENT FOR CONSULTANT SERVICES**  
**Supplemental Services**  
**2018-2019**  
**RV 12/3/18**

THIS AGREEMENT is made and entered into this 3<sup>rd</sup> day of December, 2018 by and between Beverly Vista School ("SCHOOL") 200 S Elm Dr, Beverly Hills, CA 90212 and S.T.A.R. Inc., a California non-profit corporation, 10101 Jefferson Boulevard, Culver City, California 90232, I.D. No. 95-4430228, ("Consultant"), as follows:

1. Description of Services: SCHOOL has engaged Consultant and Consultant has agreed to provide services at Beverly Vista School, as follows:

**STAR SCIENCE Enhancement Program**

**STAR's Next Generation Standards-Based Science Enhancement**

Program includes a STAR Science Specialist, lesson plans, worksheets, materials, optional Eco Science Assembly or classroom visit and support from the STAR Science Department.

10, 40 min. hands-on Science Labs for 3, Kinder Classes  
10, 50 min. hands-on Science Labs for 3 1<sup>st</sup> Grade Classes  
10, 50 min. hands-on Science Labs for 3, 2<sup>nd</sup> Grade Classes  
10, 60 min hands-on Science Labs for 4, 3<sup>rd</sup> Grade Classes  
10, 60 min. hands-on Science Labs for 3, 4<sup>th</sup> Grade Classes  
11, 60 min hands-on Science Labs for 3, 5<sup>th</sup> Grade Classes  
1 Review Lesson for 3, 5<sup>th</sup> Grade Classes \*5<sup>th</sup>

Includes a one-time, complimentary ZOME Tool Family Night  
Day/ Date: TBD  
Time: 6:00-7:30

**Days: Mondays-Fridays**  
**Days, Dates, Times Itemized Below**  
**Example Daily Schedule K-5<sup>th</sup>**

	Monday	Tuesday		Wednesday		Thursday		Friday
7:30-8:30	Lab Prep		7:30-8:30	Lab Prep	7:30-8:30	Lab Set-Up		
8:30-9:20	1st Class 1	2nd Class 1	8:30-9:20	3 <sup>rd</sup> Class 1	8:30-9:30	4 <sup>th</sup> Class 1		
9:30-9:40	10 Min Break	10 Min Break	9:30-10:00	10 Min Break Plus Set-Up	9:40-9:40	10 Min Break	8:00-9:00	Lab Set-Up
9:40-10:20	Kinder Class 1	Kinder Class 2	10:00-11:00	3 <sup>rd</sup> Class 2	9:40-10:20	Kinder Class 3	9:00-10:00	5 <sup>th</sup> Grade Class 1
10:30-11:20	1st Class 2	2nd Class 2	11:20-12:00	Lunch	10:30-11:30	4 <sup>th</sup> Grade	10:30-11:30	5 <sup>th</sup> Grade Class 2
11:30-12:00	Lunch	Lunch	12:00-1:00	3 <sup>rd</sup> Class 3	11:40-12:20	Lunch	11:40-12:20	Lunch
12:15 pm-1:05 pm	1st Class 3	2nd Class 3	1:20-2:20	3 <sup>rd</sup> Class 4	12:20-1:20	4 <sup>th</sup> Grade	12:30-1:30	5 <sup>th</sup> Grade Class 3
1:05-1:35	Lab Clean Up	Lab Clean Up	2:20-2:50	Lab Clean Up	1:35-2:35	4 <sup>th</sup> Grade	1:30-2:00	Lab Clean Up
					2:35-3:05	Lab Clean Up		

**Itemized Grade Level Dates:**

Kinder # 1 (10 Lessons): Mondays: 3/4, 3/11, 3/18, 3/25, 4/1, 4/8, 4/22, 4/29, 5/6, 5/13

Kinder # 2 (10 Lessons): Tuesdays: 3/5, 3/12, 3/19, 3/26, (~~skip 4/2~~), 4/9, 4/23, 4/30, 5/7, 5/14, 5/21

Kinder # 3 (10 Lessons): Wednesdays: 3/7, 3/14, 3/21, 3/28, 4/4, 4/11, 4/25, 5/2, 5/9, 5/16

1<sup>st</sup> (10 Lessons): Mondays: 3/4, 3/11, 3/18, 3/25, 4/1, 4/8, 4/22, 4/29, 5/6, 5/13

2<sup>nd</sup> (10 Lessons): Tuesdays: 3/5, 3/12, 3/19, 3/26, (~~skip 4/2~~), 4/9, 4/23, 4/30, 5/7, 5/14, 5/21

3<sup>rd</sup> Grade (10 Lessons): Wednesdays: 3/6, 3/13, 3/20, 3/27, (~~skip 4/3~~), 4/10, 4/24, 5/1, 5/8, 5/15, 5/22

4<sup>th</sup> Grade (10 Lessons): Thursdays: 3/7, 3/14, 3/21, 3/28, 4/4, 4/11, 4/25, 5/2, 5/9, 5/16

5<sup>th</sup> Grade (11 Lessons + 1 Review): Fridays: 2/1, ~~Skip 2/8~~, 2/15, 2/22, 3/1, ~~Skip 3/8~~, 3/15, ~~Skip 3/22~~, 3/29, ~~Skip 4/5~~, 4/12, (~~Skip 4/19~~), 4/26, 5/3, 5/10, 5/17, 5/24

**Calendar February 1<sup>st</sup>- May, 25th 2019**

	Monday Kinder # 1 & 1st	Tuesday Kinder #2 2nd	Wednesday 3rd	Thursday Kinder # 3 & 4th	Friday 5th
Week 1	X	X	X	X	2/1 5 <sup>th</sup>

Week 2	X	X	X	X	Skip 2/8* - No Class
Week 3	X	X	X	X	2/15 5 <sup>th</sup>
Week 4	X	X	X	X	2/22 5 <sup>th</sup>
Week 5	X	X	X	X	3/1 5 <sup>th</sup>
Week 6	3/4 Kinder # 1 & 1st	3/5 Kinder # 2 & 2nd	3/6 3rd	3/7 Kinder # 3 & 4th	Skip 3/8* No Class
Week 7	3/11 Kinder # 1 & 1st	3/12 Kinder # 2 & 2nd	3/13 3rd	3/14 Kinder # 3 & 4th	3/15 5 <sup>th</sup>
Week 8	3/18 Kinder # 1 & 1st	3/19 Kinder # 2 & 2nd	3/20 3rd	3/21 Kinder # 3 & 4th	Skip 3/22* No Class
Week 9	3/25 Kinder # 1 & 1st	3/26 Kinder # 2 & 2nd	3/27 3rd	3/28 Kinder # 3 & 4th	3/29 5 <sup>th</sup>
Week 10	4/1 Kinder # 1 & 1st	Skip 4/2* Kinder # 2 & 2nd	Skip 4/3* 3rd	4/4 Kinder # 3 & 4th	Skip 4/5* No Class
Week 11	4/8 Kinder # 1 & 1st	4/9 Kinder # 2 & 2nd	4/10 3rd	4/11 Kinder # 3 & 4th	4/12 5 <sup>th</sup>
Spring Break 4/15-4/19					
Week 12	4/22 1st	4/23 Kinder # 2 & 2nd	4/24 3rd	4/25 Kinder # 3 & 4th	4/26 5 <sup>th</sup>
Week 13	4/29 1st	4/30 Kinder # 2 & 2nd	5/1 3rd	5/2 Kinder # 3 & 4th	5/3 5 <sup>th</sup> Review Class Before Test
Week 14	5/6 1st	5/7 Kinder # 2 & 2nd	5/8 3rd	5/9 Kinder # 3 & 4th	5/10 5 <sup>th</sup>
Week 15	5/13 1st	5/14 Kinder # 2 & 2nd	5/15 3rd	5/16 Kinder # 3 & 4th	5/17 5th
Week 16	X	5/21* Make-Up for 4/2 Kinder # 2 & 2nd	5/22* Make-Up for 4/3 3rd	X	5/24 5th
	10 Classes	10 Classes	10 Classes	10 Classes	11 Classes Plus 1 Review = 12

\*Classes Skipped Due to Conflict with Polymer Pat Classes

STAR asks that the school provide at least 48 hours notice for all schedule changes. Single class make-ups must be rescheduled within the on campus scheduled hours above.

2. Term of Services: Consultant will provide the Program to SCHOOL from February 1, 2019 to May 24, 2019 (the "Term").
3. Program Fees; Payment: SCHOOL agrees to pay from P.O. # \_\_\_\_\_ and Consultant agrees to accept as full payment from SCHOOL for the services described in paragraph 1., above, \$29,750.

- A. Parent Organization agrees to pay upon invoice.
  - a. Invoice # 1 totaling \$14,875 Due On or Before: March 22, 2019
  - b. Invoice #2 totaling \$14,875 Due On or Before: May 24, 2019
- B. SCHOOL agrees that the maximum number of attendees per class shall not exceed 30.
- C. SCHOOL and PARENT ORGANIZATION agrees that the total fee listed in section 3 is a final quote and shall not be reduced due to a reduction in student numbers, rotations, days, or weeks. Additional class hours, booked after the execution of the contract will be billed at \$145 per class.

4. Background Checks: At the time of commencement of this agreement, and during its entire term, the employees of Consultant, including all subcontractors, will comply with the provisions of California Education Code Section 45125.1 when SCHOOL determines that the Consultant's employees and/or subcontractors will have more than limited contact with SCHOOL pupils in the performance of work under this agreement. Consultant will:

- a. Provide for the submission of fingerprints of its employees, and the employees of all subcontractors who have more than limited contact with SCHOOL pupils to the California Department of Justice ("CDOJ") in a manner authorized by the CDOJ.
- b. Keep, upon receipt of employee clearances from the CDOJ, such clearances on file and make them available for inspection by SCHOOL or its designee, upon request.

5. Independent Contractor: Consultant's furnishing of services pursuant to this agreement at all times will be as an independent contractor. Nothing in this agreement will create the relationship of association, partnership, joint venture or agency between Consultant and SCHOOL. Neither Consultant nor SCHOOL will have the authority to bind the other or its representatives in any way. Consultant will be responsible for payment of all taxes and payroll withholdings required by law or regulation for its services.

- a. Employees of STAR may not be solicited for direct employment by School during their employment with STAR.



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

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

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

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

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

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

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

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

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

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

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

13. General Provisions:

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

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

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

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

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

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

Beverly Vista School

By: Chris Regan  
Printed Name: Chris Regan  
Title: Principal

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

By: Katya Bozzi  
Printed Name: Katya Bozzi  
Title: Executive Director