

CONSULTING AGREEMENT

This Agreement is made effective as of November 15, 2023, by and between Azusa Unified School District, of 546 S. Citrus Ave, Azusa, CA 91702 and Nancy Akhavan Consulting, Inc., of 3766 W. Locust Ave, Fresno, California 93711.

In this Agreement, the party who is contracting to receive services shall be referred to as "The District", and the party who will be providing the services shall be referred to as "The Consultant".

The Consultant has a background in providing educational professional development across a broad range of subjects and is willing to provide services to The District based on this background. and is willing to provide services to The District based on this background.

The District desires to have services provided by The Consultant.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on November 15, 2023, The Consultant will provide the services (collectively, the "Services") which are 18 days of professional development at \$2,600.00 per day for coaching at three schools to implement WIN time and \$3200 for participant fees and material costs.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by The Consultant shall be determined by The Consultant. The District will rely on The Consultant to work as many hours as may be reasonably necessary to fulfill The Consultant's obligations under this Agreement.

3. PAYMENT. The District will pay a fee to The Consultant for the Services in the amount of \$50,000.00. This fee shall be payable in increments after an invoice is sent to the district for services performed during the previous month. The payment will be made within the terms of the invoice.

4. NEW PROJECT APPROVAL. The Consultant and The District recognize that The Consultant's Services will include working on various projects for The District. The Consultant shall obtain the approval of The District prior to the commencement of a new project.

5. TERM/TERMINATION. This Agreement shall terminate automatically on June 30, 2024.

6. RELATIONSHIP OF PARTIES. It is understood by the parties that The Consultant is an independent contractor with respect to The District, and not an employee of The District. The District will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of The Consultant.

7. EMPLOYEES. The Consultant's employees, if any, who perform services for The District under this Agreement shall also be bound by the provisions of this Agreement.

8. INJURIES AND INSURANCE. The Consultant acknowledges The Consultant's obligation to obtain appropriate insurance coverage for the benefit of The Consultant (and The Consultant's employees, if any). The Consultant waives any rights to recovery from The District for any injuries that The Consultant (and/or The Consultant's employees) may sustain while performing services under this Agreement and that are a result of the negligence of The Consultant or The Consultant's employees.

9. INDEMNIFICATION. The Consultant agrees to indemnify and hold harmless The District from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against The District that result from the acts or omissions of The Consultant, The Consultant's employees, if any, and The Consultant's agents.

10. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

Consultant's Intellectual Property. The Consultant personally holds an interest in the Intellectual Property that is described on the attached Exhibit A and which is not subject to this Agreement.

Development of Intellectual Property. Any improvements to Intellectual Property items listed on Exhibit A, further inventions or improvements, and any new items of Intellectual Property discovered or developed by The Consultant (or The Consultant's employees, if any) during the term of this Agreement shall be the property of The Consultant, subject to the irrevocable right and license of The District to make, use, and/or sell products and services derived from any such Intellectual Property without payment of royalties. Such rights and license will be exclusive for the term of this Agreement, and any extensions or renewals of this Agreement. After termination of this Agreement, such rights and license shall be nonexclusive, but shall remain royalty-free. Each party shall execute such documents as may be necessary to perfect and preserve the rights of either party with respect to any such Intellectual Property.

11. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for The District:

Azusa Unified School District
546 S. Citrus Ave
Azusa, CA 91702

IF for The Consultant:

Naseem Akhavan, Office Manager
Nancy Akhavan Consulting, Inc.
3766 W. Locust Ave
Fresno, California 93711

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

13. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California.

17. INTERRUPTION OF SERVICE. Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

18. ASSIGNMENT. The Consultant agrees that it will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of The District. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of The District with, or its merger into, any other corporation, or the sale by The District of all or substantially all of its properties or assets, or the assignment by The District of this Agreement and the performance of its

obligations hereunder to any successor in interest or any Affiliated Company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

19. SIGNATORIES. This Agreement shall be signed on behalf of The District by Norma Carvajal Camacho, Assistant Superintendent, Ed. Services and on behalf of The Consultant by Nancy Akhavan, President and effective as of the date first above written.

Party receiving services:
Azusa Unified School District

By: _____ Date: _____
Norma Carvajal Camacho
Assistant Superintendent, Educational Services

Party providing services:
Nancy Akhavan Consulting, Inc.


By:  _____ Date: Nov 6, 2023
Nancy Akhavan (Nov 6, 2023 16:10 PST)
Nancy Akhavan
President

EXHIBIT A
Intellectual Property

Any and all worksheets, presentations, or professional development materials created by Nancy Akhavan Consulting, Inc.