

CONSULTING AGREEMENT

This Agreement is made effective as of October 15th, 2024, 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 October 15th, 2024, The Consultant will provide the services (collectively, the "Services") which are detailed in Exhibit B.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific dates to be worked by The Consultant shall be determined by The Consultant and The District.

3. PAYMENT. The District will pay a fee to The Consultant for the Services in the amount of \$19,200.00. This fee shall be payable after invoicing for services rendered is received by The District. 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, 2025.

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.

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.

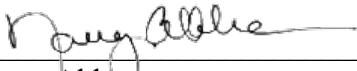
19. SIGNATORIES. This Agreement shall be signed on behalf of The District by _____, Superintendent and on behalf of The Consultant by Nancy Akhavan, President and effective as of the date first above written.

Party receiving services:
Azusa Unified School District

By: _____
Norma Carvajal Camacho
Asst. Superintendent Educational Services

Date: _____

Party providing services:
Nancy Akhavan Consulting, Inc.

By:  _____
Nancy Akhavan
President

Date: __09/05/2024__

EXHIBIT A
Intellectual Property

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

(559) 355-9291
3766 W. Locust Ave.
Fresno, CA 93711
nancyakhavan.com



Exhibit B

Proposal for Contracted Services

Paramount Elementary School

2024-25 School Year

**Customized Professional Learning for Literacy-
Focus on Increasing Teacher's Ability to Support
Reading Instruction**

3-6 Literacy Professional Development

Goals:

1. Increase teachers' ability to teach all aspects of literacy to diverse learners: small group instruction in reading, independent reading, word work, phonics, and comprehension.
2. Increase teachers' ability to assess the progress of reading using a variety of assessment tools.
3. Raise student phonics, and reading levels as measured by local district assessments.

Structure of Days:

Each full day of PD is \$2,500.00 plus a \$400 travel fee. There is a \$200 participant fee for professional learning materials.

The PD will occur in three cycles including 2 days of PD.

3 Half-Day of PD: Small group instruction based on data to ensure student reading level increases.

½ of the group of teachers will attend in the morning and the other ½ will attend PD in the afternoon.

Each PD day will be followed with 1 coaching day. On the coaching day teachers will receive in classroom support to show them how to teach the lessons with students.

Total fee for presenter (\$2500 x 6 days + \$400 travel fee)
=\$17,400

Total fee for materials, per participant for \$200 x 9 participants, one time fee =
\$1,800

Total for PD with materials =\$19,200.00