

CONSULTING AGREEMENT

This Agreement is made effective as of August 14th, 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 August 14th, 2024, The Consultant will provide the services (collectively, the "Services") which are detailed in Attachment 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 \$63,700.00. 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 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 Camacho
Assistant Superintendent, Ed. Services

Party providing services:
Nancy Akhavan Consulting, Inc.

By:  _____ Date: July 28, 2024
Nancy Akhavan
President

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



Attachment B

Proposal for Contracted Services

Azusa High School

2024-25 School Year

**Customized Professional Learning for
Block Scheduling Support with Instructional
Strategies**



nancyakhavan.com

Goals:

1. Increase teachers' knowledge and capacity to engage students with cognitively challenging tasks that increase student participation and cognitive engagement in class.
2. Strengthen teachers' ability to use literacy in their content area to increase student literacy skills overall and increase content learning using district level data to drive instructional decisions with grade level content.
3. Increase teachers' knowledge and capacity to provide instruction specifically designed to increase achievement during 80 minute block periods.
4. Build teachers' capacity to notice, analyze, and respond to students' thinking and ability to work cooperatively with peers on engaging projects and tasks.

 This proposal includes 2 presenters each day in order to meet the needs of the teachers during small group professional development in order to meet with all teachers.

Flow of the work would go as follows:

Fall	Later in Fall	Winter	Spring
Professional development on signature instructional strategies for block periods at one day for up-front PD in August. Ongoing coaching 2 PD days x 2 coaches Teachers will receive coaching in classroom for 30-35 minutes. 8 teachers a day can be seen by one coach. It will take 5 days total to coach 28 teachers. 2 coaches would be on campus for 2 days and one coach would be on campus for a third day for each round.	Professional development on signature instructional strategies for block periods with job-embedded PD. Ongoing coaching 2 PD days x 2 coaches Teachers will receive coaching in classroom for 30-35 minutes. 8 teachers a day can be seen by one coach	Professional development on signature instructional strategies for block periods with job-embedded PD. Ongoing coaching 2 PD days x 2 coaches Teachers will receive coaching in classroom for 30-35 minutes. 8 teachers a day can be seen by one coach	Professional development on signature instructional strategies for block periods with job-embedded PD. Ongoing coaching 2 PD days x 2 coaches Teachers will receive coaching in classroom for 30-35 minutes. 8 teachers a day can be seen by one coach.

Each round of coaching will take 5 days total to coach 28 teachers. 2 coaches would be on campus for 2 days and one coach would be on campus for a third day for each round. There are four rounds of coaching for a total of 20 days PD. One additional PD day is needed at the beginning of the school year for one 4-hour session.

For the August PD day and 4 rounds of coaching for 28 teachers the total days = 21 days PD.

Each day of PD is \$2,500.00 per consultant per day.

There is a \$400 fee to pay for the consultants travel for a total of \$2,900.00 per day = \$60,900.00

One time material fee is \$100 per participant , calculated for 28 teachers. = \$2,800

Total fee = \$63,700.00