

CONSULTING AGREEMENT

UC Irvine, Irvine Math Project
5171 California Avenue Suite 150, Irvine 92697

THIS AGREEMENT is made and entered into this 28th day of August, 2008, by and between The Regents of the University of California, "Irvine Math Project", hereinafter referred to as "Consultant", and the Anaheim Union High School District hereinafter referred to as "District".

WHEREAS, the District is in need of special services and advice in administrative matters;
and

WHEREAS, such services and advice are not available at no cost from public agencies; and

WHEREAS, Consultant is specially trained, experienced and competent to provide the special services and advise required; an

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY CONSULTANT (Irvine Math Project):

a) To write quarterly benchmark exams for grade 7 (pre-algebra) standards and for a grade 7 two-period pilot. Each exam will consist of 20 multiple-choice questions similar in nature to those asked on the Content Standards Test (CST). The standards assessed on the benchmark exams will come from the pacing guide, will be proportional to the CST weighting and will include an answer key and standards reference. 8 exams will be written in all: 4 Pre-Algebra and 4 two-period Pre-Algebra.

b) To write curriculum/pacing guides for grade 7 (pre-algebra) and for the two-period grade 7 pilot. Curriculum guides will be ordered according to the logical teaching of the standards, paced according to the CST blueprint and will be aligned to the newly adopted math textbooks. Guides will include alternate, research-based teaching strategies for each standard as well as key vocabulary.

c) To write curriculum for, prepare and lead a set of 5 days of professional development centered around the grade 7 (pre-algebra) standards. Professional development will include reading and discussing research about math teaching and learning, training on

the implementation of the new curriculum guides and research-based math content activities the teachers will do and then be able to use in their classrooms. All math content activities will be outlined in the pacing guides so that teachers have opportunity to use them in the with their students. Activities are centered around a hands-on, conceptual approach to understanding the major standards in pre-algebra.

2. The Consultant will commence providing services under this AGREEMENT from August 29, 2008, through June 30, 2009. The Consultant will perform said services an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant upon request such information as is reasonably necessary to the performance of the Consultant to the AGREEMENT.
4. The District shall pay the Consultant a total amount not to exceed \$12,320 (Twelve-thousand, three-hundred twenty dollars) for services rendered pursuant to this Agreement. Cost break-down is as follows:
Benchmark exams: 8 exams @ \$440 per exam;
Curriculum Guides: 2 curriculum guides @ \$1650 per guide; and
Professional Development: \$5,500.
Consultant shall submit an invoice to the District 30 days in advance of each payment due date.
5. The District may at any time for any reason terminate this AGREEMENT and compensate Consultant only for services rendered to the date of termination. Written notice by the District's Superintendent shall be sufficient to stop further performance of service by Consultant. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. Consultant shall defend, indemnify and hold harmless District, its officers, employees, and agents from and against any and all liability, loss expense (including reasonable

attorneys' fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Consultant, its offices, employee, or agents.

District shall defend, indemnify and hold harmless Consultant, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damage are caused by or result from the negligent or intentional acts of omissions of District, its officers, employees, or agents.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

7. This AGREEMENT is not assignable without written consent of the parties hereto.
8. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances including worker's compensation,
9. Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

CONSULTANT

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____

By:  _____

Harry Gunther, Director
Materiel & Risk Management

Frederick Navarro
Assistant Superintendent, Education
501 Crescent Way
Anaheim, CA 92803

The Regents of the University of California
Center for Educational Partnerships
5171 California Avenue, Suite 150
Irvine, CA 92697-2505

DATE: _____

DATE: _____

Approved by: _____

Stephanie Reyes-Tuccio
Director, Center for Educational Partnerships

Date: _____

Federal Tax ID# 95-2226406