

ANAHEIM UNION HIGH SCHOOL DISTRICT
 501 Crescent Way – P.O. Box 3520
 Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

24 th	day of	July	2008
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by and between

Janet Malone

Independent Contractor, 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;

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 advice required; and

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Janet Malone is the lead scholar/advisor for the Professional Learning Community (PLC) component of the Collaborating for Excellence in Middle School Science (CEMSS) grant. She will provide PLC planning, implementation coaching and support, and monitoring within and amongst the 7 and 8 grade science teachers in all seven grant partnership districts.

Site/School:	Anaheim Convention Center	Funds (Cost Center):	CaMSP-CEMSS Grant (3710)
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2. List of Other Supportive Staff or Consultants:

No additional support staff is required.

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	August 19, 2008
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and shall diligently perform as specified and complete performance by:

Date:	June 30, 2009
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Consultant shall perform said services as 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.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

The district will provide dates, venues, topics of teacher presentation lessons, meeting details, and participants.

5. District shall pay Consultant the maximum amount of

\$8,500

for services rendered

to # of people:	122 CEMSS Grant science teachers	# hours per day:	6	# of days:	3 (August 19, 2008, January 28, 2009, and January 29, 2009)
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

- b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

- 8. This AGREEMENT is not assignable without written consent of the parties hereto.
- 9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
- 10. Consultant, if an employee of another public agency, certifies that Consultant shall 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 the AGREEMENT.
- 11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

Janet Malone will coach the CEMSS science teachers through the process of developing highly effective Professional Learning Communities (PLC). Working directly with each school PLC, she will assist in the development of grade level common assessments. Teachers will utilize the PLC process for data analysis of the common assessments to determine student achievement needs and provide additional instruction where required.

- 12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

Janet Malone is an expert in Professional Learning Community (PLC) configurations and implementation strategies. She has been an associate with Dr. Rick DuFour's, Solutions Tree, Inc., for over seven years. Janet Malone, or an associate from Solutions Tree, Inc., has had a working relationship with Orange County Department of Education as a PLC consultant for several years. This is a consortium activity that requires us to hire a mutually acceptable service provider.

List any technical support that will need to be supplied by District:

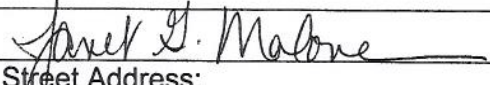
No technical support is needed.

**COMMON-LAW FACTORS
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- X **No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- X **No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- X **Own Work Hours:** Consultant will establish work hours for the job.
- X **Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- X **Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- X **Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
 - Hires, directs, pays assistants
 - Has equipment, facilities
 - Has a continuing and recurring liability
 - Performs specific jobs for prices agreed-upon in advance
 - Lists services in Business Directory
 - Other (explain) _____
- X **Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
 - Maintains an office
 - Business license
 - Business signs
 - Advertises services
 - Lists services in Business Directory
 - Other (explain) _____
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

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

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
Janet Malone		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Janet Malone, Consultant		Frederick Navarro	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
228 A Street		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Encinitas, CA 92024		Anaheim, CA 92803-3520	
Date:		Date:	
June 26, 2008			


Mark Appropriately:

Independent/Sole Proprietor:	<input checked="" type="checkbox"/>
Corporation:	<input type="checkbox"/>
Partnership:	<input type="checkbox"/>
Other/Specify:	<input type="checkbox"/>

Social Security Number* or Federal Identification Number*

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*Or, initial below:

	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
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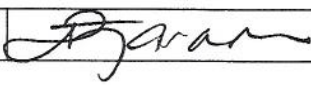
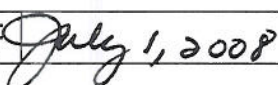
Telephone Number: E-mail Address:

(760) 632-7698	Jmalone@powayusd.com
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature: 	Date: 
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JANET MALONE
228 A Street
Encinitas, California 92024
(760) 632-7698
jgmalone50@yahoo.com

I. Educational Background

- A. Point Loma Nazarene College
 - 1. 1990-1992
 - 2. Administrative Services Credential
- B. United States International University
 - 1. 1978-1979
 - 2. Master's Degree in Education
- C. University of California, Santa Barbara
 - 1. 1972-1973
 - 2. Multiple Subjects Clear Teaching Credential (K-8)
- D. University of California, Los Angeles
 - 1. 1968-1972
 - 2. Bachelor of Arts, Music

II. Professional Experience – Public Education

- A. Poway Unified School District
 - 1. Director of Staff Development, 2000 – 2008
 - 2. Director, Learning Support Services, 1998-2000
 - 3. Principal on Special Assignment, 1996-1998
 - 4. Elementary Administration: Assistant Principal & Principal, 1992-1996
 - 5. Teacher Consultant (support & evaluate new teachers), 1988-1991
 - 6. Classroom Teacher Grades 3,4,5: 1977-1984, 1986-1988, 1991-1992
- B. Encinitas Union Elementary District
 - 1. Classroom Teacher, Grades 5 & 6: 1984-1986
- C. Victoria, Australia Department of Education
 - 1. Classroom Teacher Grades 5 & 6: 1973-1974, 1975-1976
 - 2. Teacher/Principal, Grades K-6: 1974-1075

III. Professional Experience - Consulting

- A. Professional Learning Communities
 - 1. Contracted through Solution Tree as a PLC Associate
 - 2. 2002- Present
- B. Assessment Literacy
 - 1. Contracted through Educational Testing Service/Assessment Training Institute as an Assessment Associate
 - 2. 2006 – Present
- C. Independent Work
 - 1. 2002 – Present

2. Standards-Based Learning & Teaching, Leadership Development, Collaboration & Teamwork

III. Presentation/Facilitation Areas of Expertise

- A. Adult Learning: Meeting Design, Presentation Techniques, Facilitation Strategies, Teambuilding, Reflective Practice, Leadership for Learning, Administrative and Instructional Coaching, 7 Habits of Highly Effective People
- B. School Improvement Processes: Facilitation of Mission, Vision, Values, & Goals, Needs Assessment, SMART goal-setting, Action Planning, Professional Development Design & Implementation
- C. Curriculum & Instruction: Understanding by Design, Differentiated Instruction, Reading Best Practices, Math Best Practices, Class Size Reduction strategies

IV. Professional Memberships & Recognition

- A. Memberships
 - 1. National Staff Development Council (NSDC)
 - 2. Association of Supervision and Curriculum Development (ASCD)
 - 3. International Reading Association (IRA)
 - 4. Phi Delta Kappa
- B. Recognition
 - 1. Greater San Diego Reading Association Award of Excellence, 2002
 - 2. NSDC Academy XII Graduate (December 2002)
 - 3. Selected to present at professional conferences
 - a. National Educational Service, Professional Learning Community Summer Institute, 2002
 - b. Asilomar, California State Leadership Conference, February 2003
 - c. ASCD National Conference, March 2003
 - d. NSDC (National Staff Development Council) Annual Conference, 2004 & 2005

V. Professional References

- A. John Collins, Deputy Superintendent
Poway Unified School District
icollins@powayusd.com
- B. Diane Cantelli, Assistant Superintendent
Learning Support Services
Poway Unified School District
cantelli@powayusd.com
- C. Dr. Rick DuFour, Consultant
Solution Tree