



Purchase Order Number: _____

The following is an agreement by and between GILROY UNIFIED SCHOOL DISTRICT, of Santa Clara County, California, herein referred to as "District" and James Chris Biffle consultant, herein referred to as "Consultant".

Consultant is a(n) California Corporation Partnership Individual.

WHEREAS District desires the services of a(n) Professional Development consultant; and

WHEREAS Consultant is qualified to analyze, advise, make recommendations and manage certain aspects of District's N/A.

NOW THEREFORE, pursuant to the following terms and conditions the District and Consultant hereby agree as follows:

A. TERM of this agreement shall be for period of October 2010 to March 2011 Unless sooner terminated.

B. CONSULTANT AGREES: To perform in a competent and professional manner the following services for District consisting of the following:

1. "Whole Brain Teaching for Challenging Kids"
2. "Whole Brain Teaching: Reading and Math"
3. "Whole Brain Teaching - Writing and Critical Thinking"

C. DISTRICT AGREES:

1. To pay Consultant at the rate of \$2,500 per session plus expenses (3 sessions) Dollars (\$) Per hour for each hour of services, up to a maximum of \$10,000 Dollars (\$) per month after receipt of an itemized billing by consultant of his/her hours of services in accordance with this Agreement. No other charges, fee or expenses shall be paid by District. No final payments shall be authorized until all reports have been rendered to and approved by District. Approved invoices received by the 1st of the month in the Business Office will be paid by the 30th of the month.
2. To assist Consultant and make available such documents and resource materials as may be specified by the parties to complete the required services.

D. DISTRICT OWNERSHIP: All data and information provided for and/or used by Consultant shall be the property of and returned to District at the completion of the contract. All reports, including final reports, are the exclusive property of District.

