

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:

7th	day of	August	2008
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by and between

Jean Klinghoffer

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:

The Adult Education Independent Study program is a viable and established service available to the community. However, in its current program status, it is operating in a less than optimal manner. The entire operation, from record keeping to instruction, needs to be improved and redesigned to meet current standards, program demands, and state requirements. Achieving this higher level of status requires the assistance of Jean Klinghoffer, a state of California consultant who specializes in program redesign for adult and K-12 independent study departments. Her services are being requested for a three-day period where she will assess program policies and procedures in the office and in the classroom and provide staff development for all independent study staff members. The entire process is designed to assist independent study staff in developing an action plan that will refine and improve the adult education independent study program and upgrade services provided to our clients.

Site/School:	Anaheim Adult Education	Funds (Cost Center):	Adult Education (6100)
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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:	September 15, 2008
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and shall diligently perform as specified and complete performance by:

Date:	October 15, 2008
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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 information relating to Adult Education Independent Study legal compliance, if necessary.

5. District shall pay Consultant the maximum amount of

\$2,400.

for services rendered

to # of people:	500 Adult Education faculty, staff, and students	# hours per day:	8	# of days:	3
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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:

The California Department of Education (CDE) has recognized that the Anaheim Adult Education Independent Studies program, while technically legal, is not operating in the most efficient and effective manner. The CDE has recommended that the Adult Education program enlist the support of this consultant to assist it in refining its policies, instructional practices, and to ensure that faculty and staff understand its legal requirements and the state's program expectations. The consultant will evaluate all office and classroom operating procedures and develop a workshop for all independent study staff designed to improve program delivery and operations.

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

The CDE specifically recommended the consultant, Jean Klinghoffer, to conduct this service. The consultant is one of three recognized experts in the area of independent studies in California and has knowledge and experience in this domain that is not available within the district's resources. Ms. Klinghoffer has assisted approximately 50 California school districts in improving their Independent Study programs. She is a co-author of the CDE's Independent Study Manual and is recruited every year by the state to present at various Independent Study Program conferences.

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

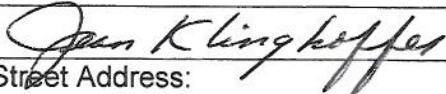
No technical support is needed.

**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.
- X **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.
- X **Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- 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) _____
- 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).
- X **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):			
Jean Klinghoffer		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Jean Klinghoffer, Consultant		Frederick Navarro	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
1543 Avolencia		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Fullerton, CA 92835		Anaheim, CA 92803-3520	
Date:		Date:	
July 8, 2008			

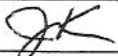
Mark Appropriately:

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:

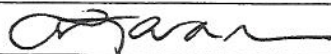
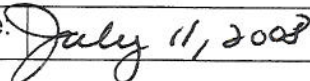
E-mail Address:

(714) 871-6342	jeanaltd@aol.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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Resume
Jean Klinghoffer
1543 Avolencia
Fullerton, Ca. 92835
(714) 871-6342 fax (714) 680-0743
jeanalted@aol.com

Work Experience

1955- 1970 Classroom teacher of English and Health Education

1971- 1976 Community Lab Director, Calif. State model- students experienced the relevancy of their studies with careers in the community

1977-1993 Director of Alternate Education for the Fullerton Union High School District

1993-present Consultant to approximately 50 California districts and county offices of education in the area of alternative education

Activities related to alternative education

Reviewer for the Calif. State Dept. of Ed for the Independent Study Manual

California Consortium of Independent Study (CCIS), former president & board member
Compliance team member responsible to give workshops at conferences and other professional events

Contributor to the Legal Compliance Manual for Independent Study

Part of the Calif. State Dept. of Ed. And CCIS review team of state applicants for exemplary independent study schools and recently visited the 3 schools selected for site visitations.

Workshop presenter for independent study at CCIS state conference and other professional meetings

Community Involvement

Friends of Jazz, board member

AAUW

Fullerton Civic Light Opera, former president

Sonata of the Pacific Symphony, former president

Calif. State University, Fullerton, Music Associate board

