

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:

7 <sup>th</sup>	day of	August	2008
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by and between

Goodwill Industries of Orange County DBA Assistive Technology Exchange Center (ATEC)  
 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:

Assistive Technology Exchange Center (ATEC) will provide evaluations for students with significant communication disabilities, who are in need of assistive technology and/or augmentative and alternative communication (AAC) devices. These evaluations are completed per an Individual Education Program (IEP) team recommendation, and may also include trials of equipment and training for students, staff, and parents by ATEC staff on any equipment recommended.
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Site/School:	Various AUHSD School Sites	Funds (Cost Center):	Special Education (2830)
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2. List of Other Supportive Staff or Consultants:

Consultant does not require any additional staff.
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	September 2, 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 IEPs and other educational reports, such as psychological assessments, speech-language assessments and any other documentation that will provide ATEC with information about each student's educational and communication needs.

5. District shall pay Consultant the maximum amount of

\$5,000

for services rendered

to # of people:	AUHSD students who need assessments	# hours per day:	Various, as needed	# of days:	Various, as needed
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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 consultants at ATEC have specialized skills in assistive technology assessments that are needed for certain students who require other methods of communication. When we refer students to ATEC for assessment, it is because our staff has identified a specific need that staff is unable to address. The ATEC staff will complete an assessment to determine if the student requires, or could benefit from, an augmentative or assistive device. This type of service is mandated under the IDEA, and it allows the district to meet mandates for students with low-incidence needs.

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

ATEC is an organization operated by Goodwill Industries of California for the specific purpose of providing assessments in the area of augmentative and/or alternative communication and assistive technology. The services provided by them are one-time assessment services in specific situations. The employees of ATEC are contracted through Goodwill Industries and would not be available for hire by the school district.

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

No technical support will be 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):

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- 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.
- 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).
- 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:

<b>CONSULTANT:</b>	<b>DISTRICT:</b>
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Typed Name of consultant (same as page 1):

Goodwill Industries of Orange County DBA Assistive Technology Exchange Center (ATEC)/Nancy Quarles	Anaheim Union High School District
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Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

Nancy Quarles, Vice President of Human Services	Frederick Navarro
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Authorized Signature:

Signature of Assistant Superintendent:

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Street Address:

Street Address:

410 North Fairview	501 Crescent Way, P.O. Box 3520
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City, State, Zip Code

City, State, Zip Code

Santa Ana, CA 92703	Anaheim, CA 92803-3520
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Date:

Date:

July 15, 2008	
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Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	X
Partnership:	
Other/Specify:	

Social Security Number\*

or

Federal Identification Number\*

	95-1644018
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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:

714-547-6301 Ext. 397	Contact: Lauren Wetzler (laurenw@ocgoodwill.org)
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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: July 15, 2008
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