

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:

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

San Diego County Superintendent of Schools

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:

San Diego County Superintendent of Schools' Writing Reform Institute for Teaching Excellence (WRITE) Institute will provide trainer-of-trainers training, data collection support, and training materials as part of an annual training cycle consisting of two full-day trainings for three AUHSD trainers, followed by three additional unit trainings calendared throughout the school year. AUHSD trainers will then train and coach up to 42 additional participating ELD and Spanish teachers in Tier 1 and Tier 2 of WRITE's secondary ELD program, or the Spanish Accelerated program. This will result in classroom implementation of curriculum and assessment targeting optimum teacher effectiveness, student achievement, and systemic educational improvement as a component of AUHSD's English Language Development/ English Language Arts/ primary-language literacy model.
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Site/School:	English Learner Office / District	Funds (Cost Center):	Title III (3790)
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2. List of Other Supportive Staff or Consultants:

Trainers and assistants as provided by San Diego County Superintendent of Schools' WRITE Institute Program.
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	September 1, 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 calling 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:

Names, titles and contact information for attendees, participants and partnership liaison personnel.
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5. District shall pay Consultant the maximum amount of

\$25,000
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for services rendered

to # of people:	3 lead trainers; 42 teacher participants	# hours per day:	8 hours	# of days:	Two initial days plus three days throughout the year for three AUHSD lead trainers; training days for teacher participants to be determined by AUHSD lead trainers.
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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:

San Diego County Superintendent of Schools' WRITE Institute will train three lead trainers who, in turn, will train and coach up to 42 ELD and Spanish Accelerated teachers to implement WRITE units in the updated courses being offered during the 2008-09 school year at 13 AUHSD schools. The purpose of expanding Spanish Accelerated is to support English Language Development as well as sophisticated, academic Spanish Language competency, moving native-Spanish speakers towards passage of AP Spanish Language and AP Spanish Literature examinations in high school. Approximately 2421 Spanish-speaking students in 77 course sections will be involved initially. In 2007-08, the Spanish Accelerated program was highly successful and widely well received, resulting in the need for more teachers to be trained and coached for further success in 2008-09. Currently, the Spanish Language Arts component of WRITE Institute's Biliteracy model is training 75 teachers across the state via professional development hosted by the Los Angeles, San Diego and San Joaquin County Offices of Education. AUHSD will have the capacity to sustain the training without sending participating teachers to the county offices.

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

The lead trainers of WRITE Institute are employees of the San Diego County Office of Education, and are not available to be hired directly by the Anaheim Union High School District. The purpose of the training model is to train AUHSD staff, who will then train AUSHD teachers.

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

Since the training for the lead trainers will be held offsite, only e-mail and internet access to WRITE sites will be required; otherwise, no technical support will be required. For training implementation within the district, only the usual presentation-related technology (laptop, LCD projector) will be required.

**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) Local Education Agency (LEA)
- 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):

San Diego County Superintendent of Schools	Anaheim Union High School District
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Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

Lora Duzyk/Assistant Superintendent	Dr. Frederick Navarro
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Authorized Signature:

Signature of Assistant Superintendent:

	
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Street Address:

Street Address:

6401 Linda Vista, Room 502	501 Crescent Way, P.O. Box 3520
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City, State, Zip Code

City, State, Zip Code

San Diego, CA 92111-7399	Anaheim, CA 92803-3520
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Date:

Date:

August 6, 2008	
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Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	
Partnership:	
Other/Specify:	Local Education Agency (LEA) San Diego County Office of Education

Social Security Number\*

or

Federal Identification Number

	95-6000935
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\*Or, initial below:

	I have completed a new IRS Form W9 that will be submitted directly to AUHSD Accounting.
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Telephone Number:

E-mail Address:

760-761-5160	write@sdcoe.net
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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: 8/11/08
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