

INCOME AGREEMENT
ANAHEIM UNION HIGH SCHOOL DISTRICT

This AGREEMENT is hereby entered into this 30th day of July, 2008, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Anaheim Union High School District, 501 Crescent Way, Anaheim, California 92803, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced in competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, SUPERINTENDENT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work and SUPERINTENDENT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, SUPERINTENDENT shall

1 provide the following services for Reading/Language Arts Services for
2 Instructional Services Program:

3 1.1 Provide a two (2) day training on the California Reading
4 and Literature Project's (CRLP) Secondary Academic
5 Language Tools (SALT) focusing on the research base for
6 the significance of Academic Language for all learners
7 with an emphasis on strategies for developing reading
8 comprehension and functional language in English
9 Learners. Training will include a foundations component
10 and two (2) modules to be determined based on DISTRICT
11 goals.

12 2.0 TERM. This AGREEMENT shall commence on August 15, 2008, and
13 end on November 30, 2008, subject to termination as set forth in
14 section 9.0 of this AGREEMENT.

15 3.0 COMPENSATION. DISTRICT agrees to pay the SUPERINTENDENT for
16 services satisfactorily performed pursuant to Section 1.0 of this
17 AGREEMENT a flat fee not to exceed Five thousand dollars (\$5,000.00),
18 for less than twenty (20) participants or Two hundred seventy-five
19 dollars (\$275.00) per participant for 20-30 participants.
20 Reimbursement for services shall include planning time for customized
21 work, two-day training session, training materials, project-related
22 materials, printing costs and two (2) presenters. DISTRICT shall pay
23 SUPERINTENDENT a cancellation fee of One thousand dollars (\$1,000.00)
24 for cancellation notification received by SUPERINTENDENT after August
25 4, 2008. Payment shall be made upon receipt of an invoice from
SUPERINTENDENT. Payment shall be mailed to: Orange County

1 Superintendent of Schools, Attn: Accounting Manager, 200 Kalmus
2 Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, or at such
3 other place as SUPERINTENDENT may designate in writing.

4 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
5 this AGREEMENT, shall be and act as an independent contractor.
6 SUPERINTENDENT understands and agrees that SUPERINTENDENT and all of
7 SUPERINTENDENT'S employees shall not be considered officers,
8 employees or agents of the DISTRICT, and are not entitled to benefits
9 of any kind or nature normally provided employees of the DISTRICT
10 and/or to which DISTRICT'S employees are normally entitled,
11 including, but not limited to, State Unemployment Compensation or
12 Workers' Compensation. SUPERINTENDENT assumes the full
13 responsibility for the acts and/or omissions of his/her employees or
14 agents as they relate to the services to be provided under this
15 AGREEMENT. SUPERINTENDENT shall assume full responsibility for
16 payment of all federal, state and local taxes or contributions,
17 including unemployment insurance, social security and income taxes
18 with respect to SUPERINTENDENT'S employees.

19 5.0 HOLD HARMLESS/INDEMNIFICATION.

20 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
21 harmless DISTRICT, its Governing Board, officers, agents, and
22 employees from liability and claims of liability for bodily injury,
23 personal injury, sickness, disease, or death of any person or
24 persons, or damage to any property, real personal, tangible or
25 intangible, arising out of the negligent acts or omissions of

1 employees, agents or officers of SUPERINTENDENT or the Orange County
2 Board of Education during the period of this AGREEMENT.

3 B. DISTRICT hereby agrees to indemnify, defend, and hold harmless
4 SUPERINTENDENT, the Orange County Board of Education, and its
5 officers, agents, and employees from liability and claims of
6 liability for bodily injury, personal injury, sickness, disease, or
7 death of any person or persons, or damage to any property, real,
8 personal, tangible or intangible, arising out of the negligent acts
9 or omissions of employees, agents or officers of DISTRICT during the
10 period of this AGREEMENT.

11 6.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
12 AGREEMENT shall not be assigned by the DISTRICT without prior written
13 approval of SUPERINTENDENT.

14 7.0 TOBACCO USE POLICY. In the interest of public health, the
15 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
16 use of any tobacco products are prohibited in buildings and vehicles,
17 and on any property owned, leased or contracted for by the
18 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
19 abide with conditions of this policy could result in the termination
20 of this AGREEMENT.

21 8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
22 they will not engage in unlawful discrimination in employment of
23 persons because of race, color, religious creed, national origin,
24 ancestry, physical handicap, medical condition, marital status, or
25 sex of such persons.

1 9.0 TERMINATION. Either party may terminate this AGREEMENT with
2 or without reason with the giving of thirty (30) days written notice
3 to the other party. DISTRICT shall compensate SUPERINTENDENT only
4 for services satisfactorily rendered to the date of termination.
5 Written notice by DISTRICT shall be sufficient to stop further
6 performance of services by SUPERINTENDENT. Notice shall be deemed
7 given when received by the SUPERINTENDENT or DISTRICT or no later
8 than three (3) days after the day of mailing, whichever is sooner.

9 10.0 NOTICE. All notices or demands to be given under this
10 AGREEMENT by either party to the other, shall be in writing and given
11 either by: (a) personal service or (b) by U.S. Mail, mailed either by
12 registered or certified mail, return receipt requested, with postage
13 prepaid. Service shall be considered given when received if
14 personally served or if mailed on the third day after deposit in any
15 U.S. Post Office. The address to which notices or demands may be
16 given by either party may be changed by written notice given in
17 accordance with the notice provisions of this section. At the date
18 of this AGREEMENT, the addresses of the parties are as follows:

19 DISTRICT: Anaheim Union High School District
501 Crescent Way
20 Anaheim, California 92803
Attn: Frederick Navarro

21 SUPERINTENDENT: Orange County Superintendent of Schools
22 200 Kalmus Drive
P.O. Box 9050
23 Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

24 11.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
25 redress for violation of, or to insist upon, the strict performance

1 of any term or condition of this AGREEMENT shall not be deemed a
2 waiver by that party of such term or condition, or prevent a
3 subsequent similar act from again constituting a violation of such
4 term or condition.

5 12.0 SEVERABILITY. If any term, condition or provision of this
6 AGREEMENT is held by a court of competent jurisdiction to be invalid,
7 void, or unenforceable, the remaining provisions will nevertheless
8 continue in full force and effect, and shall not be affected,
9 impaired or invalidated in any way.

10 13.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
11 shall be governed by the laws of the State of California with venue
12 in Orange County, California.

13 14.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
14 attached hereto constitute the entire agreement among the Parties to
15 it and supersedes any prior or contemporaneous understanding or
16 agreement with respect to the services contemplated, and may be
17 amended only by a written amendment executed by both Parties to the
18 AGREEMENT.

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IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: _____

BY: Patricia McCaughey

Authorized Signature

Authorized Signature

PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: July 30, 2008

FEDERAL IDENTIFICATION NUMBER

AnaheimUnionHSD-CRLP-SALT(33484)09
ZIP9