

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

30 th	day of	October	2008
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by and between

Parent Institute for Quality Education
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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:

Parent Institute for Quality Education (PIQE) will conduct parent training sessions for nine weeks, consisting of morning and evening sessions, for South Junior High School parents. These sessions will be taught by credentialed teachers and professionals trained by PIQE. PIQE will contact parents and invite them to attend the sessions, which focus on: understanding adolescent growth, enhancing self-esteem through positive communication, motivating students to read, identifying obstacles to success in school, understanding how the school functions, and navigating the road to college. The course culminates with a graduation ceremony, hosted by South Junior High School, where the parents receive a certificate of completion for the program. The sessions also promote a partnership between parents and the school. Services include: telephone calls to all households for the recruitment of parent participants; curriculum for the nine parent seminars; and materials required for the course, such as binders and lesson plans for the parent participants.
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Site/School:	South Junior High School	Funds (Cost Center):	Title I (3810) EIA/ LEP (4560)
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2. List of Other Supportive Staff or Consultants:

No other support staff is required. The consultant provides their own staff.
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	January 27, 2009
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and shall diligently perform as specified and complete performance by:

Date:	March 29, 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:

South Junior High School staff will provide a current list of 7th and 8th grade students, which includes appropriate parent contact information, for the purpose of inviting and recruiting parents.

5. District shall pay Consultant the maximum amount of

\$15,000

for services rendered

to # of people:	200 parent participants	# hours per day:	1.5 hours sessions (once a week)	# of days:	9 weekly sessions
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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:

PIQE will conduct nine sessions to build working partnerships between the parents and the school. The course culminates with a graduation ceremony, where the parents receive a certificate of completion validating their participation in the program. Parents who complete the course will also receive a California State University (CSU) system college admission certificate for each of their children, to be used upon graduation from high school and completion of CSU admission requirements.

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

PIQE staff members are specially trained and experienced in the implementation of the PIQE curriculum, and provide the parent sessions in the appropriate language (Spanish or English). PIQE has the necessary staff and resources to contact parents in the appropriate languages, and to make follow-up contacts, if necessary.

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

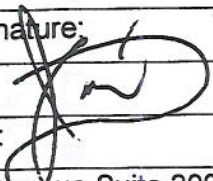
South Junior High School will supply adequate facilities for classes and for child care, as needed.

**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:

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
Parent Institute for Quality Education		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Juan Dominguez/Executive Director		Frederick Navarro	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
902 N. Grand Avenue Suite 200		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Santa Ana, California 92701		Anaheim, CA 92803-3520	
Date:		Date:	
9/15/08			

Mark Appropriately:

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

Social Security Number* or Federal Identification Number*

	33-0259359
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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) 540-9920	www.piqe.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:	9/15/08
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