

**BOARD OF TRUSTEES  
ANAHEIM UNION HIGH SCHOOL DISTRICT**  
501 Crescent Way, P.O. Box 3520  
Anaheim, California 92803-3520  
[www.auhsd.us](http://www.auhsd.us)

**R E V I S E D  
NOTICE OF REGULAR MEETING**

Date: December 3, 2012

To: Anna L. Piercy, P.O. Box 3520, Anaheim, CA 92803-3520  
Brian O'Neal, P.O. Box 3520, Anaheim, CA 92803-3520  
Annemarie Randle-Trejo, P.O. Box 3520, Anaheim, CA 92803-3520  
Katherine H. Smith, P.O. Box 3520, Anaheim, CA 92803-3520  
Jordan Brandman, P.O. Box 3520, Anaheim, CA 92803-3520

Orange County Register, 1771 S. Lewis, Anaheim, CA 92805  
Anaheim Bulletin, 1771 S. Lewis, Anaheim, CA 92805  
News Enterprise, P.O. Box 1010, Los Alamitos, CA 90720  
Los Angeles Times, 1375 Sunflower, Costa Mesa, CA 92626  
Event News, 9559 Valley View Street, Cypress, CA 90630  
Excelsior, 523 N. Grand Avenue, Santa Ana, CA 92701

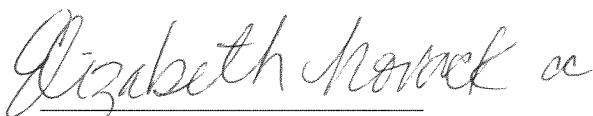
You are hereby notified that a regular meeting of the  
Board of Trustees of the Anaheim Union High School District  
is called for

Thursday, the 6<sup>th</sup> day of December 2012

in the District Board Room, 501 N. Crescent Way, Anaheim, California

**Closed Session—3:30 p.m.**

**Regular Meeting—6:00 p.m.**



Elizabeth I. Novack, Ph.D.  
Superintendent

**REVISED**  
**ANAHEIM UNION HIGH SCHOOL DISTRICT**  
501 N. Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520, [www.auhsd.us](http://www.auhsd.us)

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**BOARD OF TRUSTEES**  
**Agenda**  
**Thursday, December 6, 2012**  
**Closed Session–3:30 p.m.**  
**Regular Meeting–6:00 p.m.**

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Some items on the agenda of the Board of Trustees' meeting include exhibits of supportive and/or background information. These items may be inspected in the superintendent's office of the Anaheim Union High School District, at 501 N. Crescent Way in Anaheim, California. The office is open from 7:45 a.m. to 4:30 p.m., Monday through Friday, and is closed for most of the federal and local holidays. These materials are also posted with the meeting agenda on the District website, [www.auhsd.us](http://www.auhsd.us), at the same time that they are distributed to the Board of Trustees.

*Meetings are recorded for use in the official minutes.*

1. **CALL TO ORDER–ROLL CALL** **ACTION ITEM**
2. **ADOPTION OF AGENDA** **ACTION ITEM**
3. **PUBLIC COMMENTS, CLOSED SESSION ITEMS** **INFORMATION ITEM**

This is an opportunity for community members to address the Board of Trustees on closed session agenda items only. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of five (5) minutes; each topic or item is limited to a total of 20 minutes. Board Members cannot immediately respond to public comments, as stated on the speaker request form.

4. **CLOSED SESSION** **ACTION/INFORMATION ITEM**

The Board of Trustees will meet in closed session for the following purposes:

- 4.1 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Dr. Novack, Dr. Sevillano, Mrs. Poore, and Mr. Lee-Sung regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME), Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), and California School Employees Association (CSEA).
- 4.2 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release.
- 4.3 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2012-13-03. **[CONFIDENTIAL EXHIBIT]**
- 4.4 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment–assistant principal, Hope School.
- 4.5 To consider matters pursuant to Government Code Section 54956.9 (a): Conference with legal counsel, existing litigation (Claim AUHSD 11-03).

- 4.6 To consider matters pursuant to Education Code Section 48918: Expulsion of students 12-23, 12-24, 12-28, 12-31, and 12-33.

5. **STUDENT PRESENTATION**

**INFORMATION ITEM**

**Hope School Choir Performance**

It is tradition that the Anaheim Union High School District Board of Trustees' December meeting begin with a performance by students from Hope School Performance Art Department, under the direction of Julia Hahn, Melissa Saunders, and John Pavasars. Staff anticipates that those in attendance will enjoy this very special musical presentation.

6. **RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND REPORT OUT**

**INFORMATION ITEM**

6.1 **Reconvene Meeting**

The Board of Trustees will reconvene into open session.

6.2 **Pledge of Allegiance and Moment of Silence**

Student Representative to the Board of Trustees Primala Parmar will lead the Pledge of Allegiance to the Flag of the United States of America and the moment of silence.

6.3 **Closed Session**

The clerk of the Board of Trustees will report actions taken during closed session.

7. **INTRODUCTION OF GUESTS**

**INFORMATION ITEM**

Board President Anna L. Piercy will introduce dignitaries in attendance.

8. **BOARD OF TRUSTEES' RECOGNITION**

**INFORMATION ITEM**

8.1 **ASCPTA Reflections Winners**

Each year, the PTA Reflections program challenges students to create art inspired by a specific theme. This year's theme is "The Magic of a Moment." Students submit entries to a local PTA or PTSA units. Nationally, the program consists of six (6) areas of the arts: dance choreography, film production, literature, musical composition, photography, and visual arts. The following students are being recognized for their outstanding work and as Anaheim Secondary Council-level PTA Reflections award recipients. Their work will be forwarded to the Fourth District PTA to compete in the Regional PTA Reflections program. Assisting with the presentation is ASCPTA Reflections Chairperson Mrs. Danae' Mullen.

- Hannah Cruz, Brookhurst Junior High School-Literature
- Samantha Garania, Katella High School-Visual Arts
- Maya Gutierrez, Lexington Junior High School-Photography
- Aalyah Khamsue, Walker Junior High School-Visual Arts
- Derek Lein, Cypress High School-Film Production
- Sharon Liu, Oxford Academy-Music Composition
- Alejandra Malagon, Savanna High School-Literature
- Ashley Munoz, Loara High School-Photography
- Jake Tribe, Lexington Junior High School-Film Production
- Andrew Winter, Cypress High School-Dance Choreography

8.2 **Perfect Attendance Awards**

The Anaheim Union High School District values and appreciates perfect attendance of employees. It has become the District's tradition to recognize and applaud on an annual basis, staff members who have perfect attendance.

Consequently, a Red Apple award will be presented to each employee of the District with perfect attendance for the 2011-12 year. A Gold Apple award will be presented to each employee with three (3) consecutive years of perfect attendance.

Congratulations to staff who have earned this coveted recognition as presented on Exhibit A. **[EXHIBIT A]**

9. **REPORTS**

**INFORMATION ITEM**

9.1 **Special Youth Services Update**

Dr. Cherylin Lew, Hope School principal, and Mr. Brad Jackson, Special Youth Services director, will present an update regarding 21<sup>st</sup> Century Learning.

9.2 **Anaheim Secondary Council Parent Teacher Association (ASCPTA) Report**

Ken Jenks, ASCPTA president, will report on PTA activities throughout the District.

9.3 **Student Representative's Report**

Primala Parmar, student representative to the Board of Trustees, will report on school activities throughout the District.

9.4 **Reports of Associations**

Officers present from the District's employee associations will be invited to address the Board of Trustees.

9.5 **District Update**

Public Information Officer Pat Karlak will present highlights of events throughout the District.

10. **PUBLIC COMMENTS, OPEN SESSION ITEMS**

**INFORMATION ITEM**

Opportunities for public comments occur at the beginning of each agenda item and at this time for items not on the agenda. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of five (5) minutes; each topic or item is limited to a total of 20 minutes. Board Members cannot immediately respond to public comments, as stated on the speaker request form.

11. **ITEMS OF BUSINESS**



**EDUCATIONAL SERVICES DIVISION**

**11.1 Revised Graduation Requirements Policy, First Reading**

**ACTION ITEM**

Background Information:

On July 15, 2010, the Board of Trustees approved a revision to Board Policy 71105, Graduation Requirements. The revision included a change in the number of credits required to graduate, from a total of 230 credits to a total of 220 credits, for the graduating classes of 2011 and 2012. Subsequently the Board revised the policy on September 8, 2011, to extend the 220 credits graduation requirement to include the graduating class of 2013. The change was a result of the state’s fiscal crisis and the elimination of support mechanisms utilized to help students remediate courses and meet the current threshold.

Current Consideration:

The District is requesting to revise the Board Policy 71105 to indefinitely change the graduation requirements from 230 credits, to 220 credits. The credits affected by this change would be the elective credits. This change would reduce the required total of elective credits for graduation from 60 credits to 50 credits. The District implemented reduced electives practice in 2011 and is requesting to formalize the change with this revision of the Board Policy. This change would still maintain District credit requirements that currently exceed the state requirement.

Budget Implication:

Without this adjustment to the District credit requirements there would be a significant fiscal impact to the District budget.

Staff Recommendation:

It is recommended that the Board of Trustees review the revision to Board Policy 71105, Graduation Requirements. **[EXHIBIT B]**

**11.2 School Sponsored Student Organizations Applications, Anaheim, Kennedy, and Loara High Schools**

**ACTION ITEM**

Background Information:

The Board of Trustees shall give approval for the establishment of all student organizations. The proposed organizations shall not engage in any activities, other than those that are organizational in nature, until the Board of Trustees has approved its application.

Current Consideration:

The following schools have submitted school-sponsored student organization applications:

11.2.1 Atomic Club, Anaheim High School

11.2.2 CHOC and Friends, Kennedy High School

11.2.3 The Saxon Line, Loara High School

11.2.4 Barks of Love, Loara High School

11.2.5 The Art of Gloving, Loara High School

Budget Implication:

Each school sponsored student organization offsets operational costs through donations and fundraising efforts.

Staff Recommendation:

It is recommended that the Board of Trustees approve the school sponsored organization applications and allow the student representative to the Board of Trustees the opportunity to cast a preferential vote on the student organization applications.

**[EXHIBITS C, D, E, F, and G]**

**HUMAN RESOURCES DIVISION**

**11.3 Resolution No. 2012/13-HR-06, Implementation of the Terms and Conditions of Employment Regarding the Classified Bargaining Unit Represented by AFSCME, Local 3112 (Council 36) and Reinstatement of Positions in the Classified Bargaining Unit Represented by AFSCME, Local 3112 (Council 36) (Roll Call Vote) ACTION ITEM**

Background Information:

The District and AFSCME, Local 3112 (Council 36) (AFSCME), have been engaged in negotiations for a successor three (3) year collective bargaining agreement (CBA) to the prior 2008-2011 CBA. Negotiations commenced in July, 2011, and the parties engaged in negotiations for over 21 sessions and 75 hours through July 30, 2012. The Public Employment Relations Board (PERB) determined on August 15, 2012, the existence of impasse in negotiations, and a state mediator was appointed to assist the parties. Mediation was held on September 24, 2012, but no agreement was reached. The parties were certified to Factfinding by the State Mediator on September 26, 2012. In accordance with the Educational Employment Relations Act (EERA), a formal factfinding hearing was held on October 25 and 29, 2012, before the three (3) member factfinding panel. On November 15, 2012, the "Factfinding Panel Report and Recommendations" was issued to the District and AFSCME. The Factfinding Panel Report and Recommendations were made public by the District via the District website on Monday, November 19, 2012. The Board of Trustees considered the Factfinding Report and Recommendations in good faith. Post-Factfinding negotiations were conducted between the District and AFSCME on Monday, November 26, 2012, and Thursday, November 29, 2012.

The above-mentioned Factfinding Panel Report and Recommendations, dated November 15, 2012, took into consideration the District's inability to pay the status quo. Regarding this important consideration, the majority of the Factfinding panel determined that, "The District has presented largely uncontroverted evidence of its precarious financial condition, which is likely to get worse before it gets better. There can be little doubt that the District, based on the evidence presented, has an inability to pay the status quo. Accordingly, the panel finds that the District has the inability to pay the status quo."

The Board of Trustees considered the Factfinding Report and Recommendations in good faith and authorized the District negotiation team to engage in post-factfinding negotiations. These negotiations resulted in a second impasse between the District and AFSCME.

Previously at the Board meeting of May 14, 2012, the District approved a list of classified layoffs of certain employees in the bargaining unit represented by AFSCME, Local 3112 (Council 36). These layoffs were necessary due to the reduction in state funding to the Anaheim Union High School District. The Board took action to reinstate four (4) Athletic Facility Worker I positions on August 16, 2012. On September 20, 2012, the Board found it necessary to take action to layoff four (4) other classified positions in this unit.

Current Consideration:

The proposed Resolution implements "Terms and Conditions of Employment" and reinstates positions previously reduced or eliminated.

Budget Implication:

Employee reinstatements effective for the remainder of the 2012-13 year will impact the budget with an additional estimated expense of \$433,000. The expense will be offset in part from the estimated savings of two (2) furlough days for this bargaining unit, estimated at \$100,000. Additional savings provided in this resolution will occur through other cost containment measures, including modified dispatcher overtime rules and personal necessity days not charged against employee's sick leave. The District will contribute an estimated \$172,000 for health and welfare benefits to this unit for insurance year 2013.

Staff Recommendation:

It is recommended that the Board of Trustees adopt the proposed resolution implementing the "Terms and Conditions of Employment" for the classified bargaining unit represented by AFSCME, Local 3112 (Council 36), by a roll call vote. **[EXHIBIT H]**

It is further recommended to reinstate the following classifications as indicated, to be effective Monday, December 10, 2012:

- Reinstatement 1 of 2 Equipment Operator positions  
\*1 position remains laid off, 7/1/12
- Reinstatement 1 of 2 Grounds Maintenance Worker positions  
\*1 position remains laid off, 7/1/12
- Reinstatement 1 Additional Athletic Facilities Worker I position  
\*4 positions already restored, 8/16/12; 4 positions remain laid off, 7/1/12
- Reinstatement 1 Carpenter
- Reinstatement 1 Heating Venting Air Condition Technician
- Reinstatement 1 Athletic Facilities Worker II (male) position

Reinstatement from layoff to 8 hour positions, effective Monday, December 10, 2012.

- Auditorium Operations Tech 5 positions return to 8 hours from 4 hours
- Maintenance Service Worker 11 positions return to 8 hours from 7.5 hours
- Grounds Maintenance Worker 4 positions return to 8 hours from 7 hours
- Pool Maintenance Tech 2 positions return to 8 hours from 7 hours
- Warehouse Worker 1 position returns to 8 hours from 4 hours
- Transportation Operation Specialist 1 position returns to 8 hours from 7 hours

11.4 **Public Hearing, Board of Trustees'** ***INFORMATION ITEM***  
**Appointment/Reappointment of Personnel Commission Member**

Background Information:

The Personnel Commission of the Anaheim Union High School District is composed of three (3) members that apply the rules and principles of the merit system, pursuant to Education Code requirements. Each commissioner is appointed for a three (3) year term that expires on December 1 of the third year. The commissioners' terms are staggered. According to the Education Code and Personnel Commission rules, the Board of Trustees appoints one (1) of the three (3) commission members. The term of the current Board of Trustees' appointed Personnel Commission Member, Mr. Espiridion (Speed) Castillo, expires on December 1, 2012. Therefore, the Board of Trustees must appoint, or reappoint, a member for the new three (3) year term. The Board of Trustees is required to hold a public hearing to provide members of the public the opportunity to express their views on the intended appointment.

Current Consideration:

At the public Board meeting on November 1, 2012, the Board of Trustees announced its intention to reappoint Mr. Espiridion (Speed) Castillo to the new three (3) year term commencing December 1, 2012. Notice of the public hearing was also posted publicly in the District, five (5) days prior to the public hearing.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board, it is recommended that the Board of Trustees formally open the public hearing to provide the public an opportunity to speak on the intended appointment to the Personnel Commission.

11.5 **Board of Trustees' Appointment/Reappointment of Personnel Commission Member** ***ACTION ITEM***

Background Information:

The Personnel Commission of the Anaheim Union High School District is composed of three (3) members that apply the rules and principles of the merit system pursuant to Education Code requirements. Each commissioner is appointed for a three (3) year term that expires on December 1 of the third year. The Commissioners' terms are staggered. According to the Education Code and Personnel Commission rules, the Board of Trustees appoints one (1) of the three (3) commission members. The term of the current Board of Trustees' appointed Personnel Commission Member, Mr. Espiridion (Speed) Castillo, expires on December 1, 2012. Therefore, the Board of Trustees must appoint, or re-appoint, for the new three (3) year term. At the public Board meeting on November 1, 2012, the Board of Trustees announced its intention to reappoint Mr. Espiridion (Speed) Castillo to the new three (3) year term.

Current Consideration:

The Board of Trustees' conducted a public hearing to provide members of the public the opportunity to express their views on the intended appointment of Mr. Espiridion (Speed) Castillo for the term commencing December 1, 2012, and ending on December 1, 2015.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees reappoint Mr. Espiridion (Speed) Castillo to the Personnel Commission.

**SUPERINTENDENT'S OFFICE**

11.6 **Resolution No. 2012/13-BOT-03, School Boards Regarding Sequestration (Roll Call Vote)** ***ACTION ITEM***

Background Information:

The Federal Budget Control Act of 2011 required \$900 million in cuts to discretionary programs, including education, over the next ten (10) years. Additionally, the act created a Joint Committee on Deficit Reduction (super-committee) charged with identifying \$1.2 trillion of cuts over a ten (10) year period. If the committee did not identify savings, automatic budget cuts would be implemented (Sequestration) beginning in 2013. In this instance, Sequestration, which is defined as the act of removing, separating, or seizing anything from the possession of its owner under process of law for the benefit of creditors, or the state, would require automatic across-the-board cuts to federal programs not

otherwise exempt. At this time, there are no proposed bills that would stop Sequestration from impacting federal education funding. Should Sequestration occur, the potential loss to Anaheim Union High School District is estimated at approximately \$1.8 million in federal money.

Current Consideration:

The National School Boards Association has requested that local school Boards of Education pass resolutions urging congress to stop these across-the-board cuts known as Sequestration. The resolution will urge congress and the administration to amend the Budget Control Act to mitigate the drastic cuts to education that would affect our students and communities, as well as protect education as an investment critical to economic stability and American competitiveness.

Budget Implication:

In the event that Sequestration is imposed, the Anaheim Union High School District will lose approximately \$1.8 million in federal money.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2012/13-BOT-03, by a roll call vote. **[EXHIBIT I]**

11.7 **The Election Process for Board of Trustee Members** **INFORMATION ITEM**

Background Information:

In the Anaheim Union High School District there are five (5) Board of Trustee members who are each elected to four (4) year terms. The terms are staggered by two (2) years. Board elections are held during the general election in November of even numbered years. Currently, Board members are elected through an at-large voting system in which all members are elected by the entire jurisdiction. When there are two (2) seats up for election, each voter casts two (2) votes for those running for election. An alternative to an at-large voting system is an election system in which trustee areas are established. For districts that establish trustee areas, Education Code Section 5030 identifies several alternative methods for electing board members, which include the following:

- That each member of the governing board be elected by the registered voters of the entire district.
- That one (1) or more members residing in each trustee area be elected by the registered voters of that particular trustee area.
- Then each governing board member be elected by the registered voters of the entire school district or community college district, but reside in the trustee area, which he or she represents.

Current Consideration:

At the November 1, 2012, Board of Trustees' meeting, two (2) members of the Board requested that an item be placed on the agenda to discuss the method that is currently used to elect members to the Board.

Budget Implication:

None identified at this time.

Staff Recommendation:

It is recommended that the Board discuss this matter and provide staff further direction.

**Background Information:**

At the June 21, 2012, Board of Trustees' meeting, two (2) members of the Board requested that the Board of Trustees engage in a general discussion regarding the District's fiscal environment after the November 2012 election and the feasibility of future restoration efforts.

At that time, The District's budget shortfall (e.g. mid-year cuts) was in question, as the passage of Proposition 30 was still unknown.

On November 6, 2012, California voters approved Proposition 30, which provides the K-16 education community with more than \$8 billion in revenue through temporary increases in sales tax and income tax for individuals earning a minimum of \$250,000. It is important to note that failure of the tax initiative at the ballot box would have triggered a \$16 million reduction in the AUHSD budget beginning in January 2013.

Additionally, because Governor Brown built the state budget on the assumption that Proposition 30 would be approved, it does not provide the District with any new funding this year to address the \$11 million in cuts we have already made.

It should be noted that the District has been through some very rough times, having slashed approximately \$90 million from programs and services and eliminated more than 525 positions since 2008-09.

**Current Consideration:**

While we certainly "avoided" mid-year cuts with the passage of Proposition 30, the AUHSD still must address a structural, or "built-in," deficit of approximately \$12 million for 2013-14. If that deficit is not resolved with ongoing cuts, there will be a \$15 million deficit going into the 2014-15 year.

The structural deficits exist because state funding has dropped and over the past five (5) years, the District has relied on the use of one-time monies, which are no longer available from sources such as surplus ending balances, Federal Jobs Bill, and American Recovery and Reinvestment Act to reduce cuts and balance the budget. The District must address a long-term budget shortfall through program and services reductions and/or elimination, as well as employee concessions.

**Budget Implications:**

As stated above, the District will continue to grapple with a budget shortfall, which is anticipated to be \$12 million for the 2013-14 year.

The District's 2012-13 first interim report will be presented at the Board of Trustees' organizational meeting December 13, 2012, which will include discussion of the most recent analysis of the District's long-range budget projection with an update on the 2013-14 year shortfall.

**Staff Recommendation:**

It is recommended that the Board of Trustees engage in a discussion regarding the current status of the District budget and what may be anticipated.

***The Board will list consent calendar items that they wish to pull for discussion.***

The Board of Trustees is requested to approve/ratify items listed under the consent calendar. These items are considered routine and are acted on by the Board of Trustees in one (1) motion. It is understood that the administration recommends approval of all consent items. Each item on the consent calendar, approved by the Board, shall be deemed to have been considered in full and approved/ratified as recommended. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or the public requests specific items be discussed, or removed, from the consent calendar.

## **BUSINESS SERVICES DIVISION**

### **12.1 Agreement, North Orange County Regional Occupational Program**

Background Information:

This is a long-standing agreement whereby the District agrees to provide District personnel, as requested by North Orange County Regional Occupational Program (NOCROP), to service programs maintained by NOCROP in the District.

Current Consideration:

The District will provide career guidance specialists to NOCROP to provide guidance functions as determined by the District. NOCROP will provide a statement of performance objectives for each career guidance specialist to the District, as well as to each high school principal. Services are being provided July 1, 2012, through June 30, 2013.

Budget Implication:

NOCROP reimburses the District for 66.6 percent of one (1) counselor's contracted salary and benefits at each high school.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement with North Orange County Regional Occupational Program. **[EXHIBIT J]**

### **12.2 Reverse Link Instruction Agreement, North Orange County Regional Occupational Program**

Background Information:

This is a long-standing agreement whereby the North Orange County Regional Occupational Program (NOCROP) agrees to provide appropriately credentialed personnel, as requested by the District, to service instructional programs maintained by the District.

Current Consideration:

NOCROP will provide appropriately credentialed program personnel, as requested by the District, to service instructional programs maintained by the District. Credentialed personnel will provide instruction in compliance with District instructional policies, procedures, curriculum, and class schedules. The instructor will work under the direct supervision of a designated District supervisor for the portion of time assigned for District instruction. Services are being provided July 1, 2012, through June 30, 2013.

Budget Implication:

The cost is not to exceed 20 percent of teacher's contracted salary and benefits. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement with NOCROP for reverse link instruction. **[EXHIBIT K]**

12.3 **Agreement Amendment, Public Economics, Inc.**

Background Information:

The highly technical and complex process of updating and reporting of Redevelopment Area (RDA) pass through entitlements is a specialized service. Public Economics, Inc. has special expertise in these processes. The District benefits from economies of scale by contracting with Public Economics, Inc. for these services because the cost of these services is shared by multiple districts that are often affected by each project area.

Current Consideration:

The District has an interest in continuing consultant services with Public Economics, Inc. for the current fiscal year and beyond. This agreement amendment will extend the effective date of the agreement until June 20, 2014.

Budget Implication:

The cost is not to exceed \$50,000. (Redevelopment Funds, and/or other funds as appropriate)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement amendment with Public Economics, Inc. **[EXHIBIT L]**

12.4 **Rejection of Liability Claim**

The Board of Trustees is requested to reject a liability claim that was filed on November 5, 2012, and it was identified as AUHSD 13-02 (Tort Claim #318). After review, staff determined that the claim was not a proper charge against the District. This claim alleges personal injury.

Staff Recommendation:

It is recommended that the Board of Trustees reject AUHSD 13-02 (Tort Claim #318) as not a proper charge against the District and authorize staff to send the notice of rejection.

12.5 **Notices of Completion**

The Board of Trustees is requested to approve the notices of completion as listed.

12.5.1 Bid #2012-15, Magnolia High School	P.O. #G64A0020
Drainage and Landscape Improvements (RDA Funds)	
C.S. Legacy Construction	
Original Contract	\$1,427,100
Contract Changes	\$0
Total Amount Paid	\$0
12.5.2 Bid #2012-18, Western High School	P.O. #G64A0031
Tennis and Basketball Courts Project (RDA Funds & Developer Fees)	
Big Ben, Inc.	
Original Contract	\$1,235,000
Contract Changes	\$0
Total Amount Paid	\$0



Staff is currently negotiating a final close-out change order, which will be brought to the Board of Trustees at a subsequent meeting.

Staff Recommendation:

It is recommended that the Board of Trustees authorize the assistant superintendent of Business Services to accept all listed work as complete and authorize the filing of the notices of completion with the office of the county recorder.

12.6 **Ratification of Change Order**

**ACTION ITEM**

The Board of Trustees is requested to ratify the change order as listed.

Bid #2012-15, Magnolia High School	P.O. #G64A0020
Drainage & Landscape Improvements (RDA Funds)	
C.S. Legacy Construction	
Original Contract	\$1,427,100
Change Order #1	\$0
New Contract Value	\$0

Staff Recommendation:

It is recommended that the Board of Trustees ratify the change order as listed.

**[EXHIBIT M]**

12.7 **Rejection of Bids**

The Board of Trustees is requested to reject all bids.

<u>Bid #</u>	<u>Service</u>	<u>Award</u>
2013-09	Building E and F Lighting and Low Voltage Upgrade Oxford Academy (Maintenance Funds)	Reject all bids

Staff Recommendation:

It is recommended that the Board of Trustees reject all bids.

12.8 **Donations**

<u>Location</u>	<u>Donated by</u>	<u>Item</u>
Cypress	Roy Kenny	\$216
District	SchoolsFirst Federal Credit Union	\$388
	Thomas "Hoagy" Holguin	\$400 for Employee of the Month plaque
Kennedy	Wells Fargo Bank	\$150
Loara	Sam's Club	2,010 cupcakes
	Susan Powanda	\$425 for senior yearbooks

Sycamore	House of Blues	\$2,624 to the band program
	Target	\$66.34
	PTSA	\$1,650

Staff Recommendation:

It is recommended that the Board of Trustees accept the donations as listed.

12.9 **Declaring Certain Furniture and Equipment as Unusable, Obsolete, and/or Out-of-Date, and Ready for Sale, or Destruction**

Staff Recommendation:

It is recommended that the Board of Trustees approve the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale, or destruction, and authorize proper disposal et. al. **[EXHIBIT N]**

12.10 **Declaring Certain Textbooks and Instructional Materials as Unusable, Obsolete, and/or Out-of-Date, Damaged, and Ready for Sale, or Destruction**

Staff Recommendation:

It is recommended that the Board of Trustees approve the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale, or destruction, as surplus, and authorize staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et. al. **[EXHIBIT O]**

12.11 **Purchase Order Detail Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the purchase order detail report, October 23, 2012, through November 26, 2012. **[EXHIBIT P]**

12.12 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the check register/warrants report, October 23, 2012, through November 26, 2012. **[EXHIBIT Q]**

**EDUCATIONAL SERVICES DIVISION**

12.13 **Membership, Learning Ally**

Background Information:

Learning Ally's collection of more than 75,000 digitally-recorded textbooks and literature titles is the largest of its kind in the world. Learning Ally allows students with print disabilities access to the District-wide curriculum.

Current Consideration:

The purpose for renewing the District membership with Learning Ally is to provide unlimited downloads, mainstream listening devices, teacher tools, professional development, integrated text-to-speech, and also free listening options. Some of the students that will need access to Learning Ally would be students who have recently lost their vision and have not yet learned, or mastered, Braille and are unable to use large print material.

Budget Implication:

The price for each student membership is \$79. The District will pay the annual membership fee to Learning Ally, at a cost not to exceed \$395. (Special Education Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the annual membership for Learning Ally. The membership will be in effect January 20, 2013, through January 19, 2014.

**[EXHIBIT R]**

12.14 **Membership, Orange County Department of Education and Special Education Legal Alliance**

Background Information:

The Special Education Legal Alliance (Alliance) is a collaboration comprised of all school districts in Orange County. The Alliance provides districts professional development, trainings, seminars, outreach, advocacy, and other supports addressing special education issues throughout Orange County. The Alliance supports various legal issues related to special education matters that have significant impact on districts throughout Orange County. To fund the Alliance, each Orange County district provides \$.20 per ADA.

Current Consideration:

The Alliance will continue to provide education, support, advocacy, and assistance to the District on important legal issues related to special education matters. The District significantly benefits from Alliance services.

Budget Implication:

The District will pay the Orange County Department of Education a fee of \$6,210.07 for the 2012-13 year. The fee for the 2011-12 year was \$9,459.51. (Special Education Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the payment of membership dues to the Orange County Department of Education. Services will be provided December 7, 2012, through June 30, 2013. **[EXHIBIT S]**

12.15 **Educational Consulting Agreement, Disciplina Positiva**

Background Information:

Disciplina Positiva is a parent education program designed to promote the development of positive communication between parents and their adolescent children, as well as to facilitate a connection between the family, the community, and the school. During the 2011-12 year, South Junior High School, Western High School, and the Parent Involvement/McKinney-Vento offices at the District Campus piloted the program, which was well received by parent participants. Classes were tailored to the specific needs of the schools and included criteria for effective home discipline, ways to maximize the potential of adolescents, and to understand adolescent behavior. Workshops were taught in Spanish and in English by experienced bilingual facilitators.

Current Consideration:

Disciplina Positiva will provide a comprehensive six (6) session training program for approximately 150 Western High School parents, during the 2012-13 year. The training is designed to promote the development of positive communication between parents and their adolescent children and to facilitate a connection between the family, the community, and the school. The workshops will be taught in Spanish and English.

Budget Implication:

The costs for these services are not to exceed \$4,000. (Title I Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the educational consulting agreement with Disciplina Positiva. Services will be provided January 28, 2013, through March 18, 2013. **[EXHIBIT T]**

12.16 **Partner Stipend and Award Grant Agreement, Orange County United Way (OCUW) Community Tax Day (CTD)**

Background Information:

The Orange County United Way (OCUW) leads the annual Earned Income Tax Credit (EITC) Campaign, which serves low-income working families in Orange County. OCUW works in partnership with the Internal Revenue Service (IRS) and members of the Orange County Financial Stability Alliance (OCFSA). The OCUW Community Tax Day (CTD) Partner Stipend and Award Program is available to qualified CTD partner sites. The District has been a participating member and partner site for the past three (3) years. Students who are enrolled in an Accounting Pathway, and earn at least the intermediate level of IRS Tax Preparation certification, qualify to participate in the Community Tax Days.

Current Consideration:

OCUW will provide the District with a minimum \$2,000 grant stipend, which supports the cost of this activity. If the District is able to serve more than 50 clients, the District may become eligible for an additional EITC Award from OCUW. The award is intended to encourage and compensate CTD Partner sites to serve the greatest number of EITC eligible clients possible. Additional awards may range from \$500 to a maximum of \$8,000 to be awarded to the participating Accounting Pathway programs.

Budget Implication:

The funding will support the 11 Community Tax Days hosted at the District Campus and Cypress High School, at no cost to the District. (OCUW Community Tax Day Award Grant Agreement funding)

Staff Recommendation:

It is recommended that the Board of Trustees approve the award grant agreement. The grant term will be December 10, 2012, through June 15, 2013. Signatures from OCUW will be provided upon Anaheim Union High School District Board approval. **[EXHIBIT U]**

12.17 **Independent Contractor Agreements, Supplemental Educational Services Providers**

Background Information:

Supplemental Educational Services (SES) are a requirement of the No Child Left Behind Act of 2001 (NCLB), for schools in years two (2) through five (5) of Program Improvement (PI). The District is required to contract with SES providers, which are approved by the California Department of Education (CDE).

Current Consideration:

Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools, as well as Anaheim, Katella, Loara, Magnolia, Savanna, and Western high schools, qualify for SES. Per NCLB regulations, parents of students who qualify for SES select the CDE-approved SES providers.

Budget Implication:

Each participating student is allowed a maximum of \$917.15 in services, or the most current state approved per pupil rate. (Title I Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the following Independent Contractor Agreements. Services will be provided December 7, 2012, through May 15, 2013.

12.17.1 **# 1 At-Home Tutors, Inc.**

# 1 At-Home Tutors, Inc., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$13,800. **[EXHIBIT V]**

12.17.2 **# 1 Touch Screen Tablet Computer Tutoring**

#1 Touch Screen Tablet Computer Tutoring, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$19,300. **[EXHIBIT W]**

12.17.3 **1-on-1 Learning with Laptops**

1-on-1 Learning with Laptops, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$56,900. **[EXHIBIT X]**

12.17.4 **1 to 1 Study Buddy Tutoring**

1 to 1 Study Buddy Tutoring, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$12,000. **[EXHIBIT Y]**

12.17.5 **24 Horas de Tutoria**

24 Horas de Tutoria, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$7,400. **[EXHIBIT Z]**

12.17.6 **A to Z In-Home Tutoring, LLC**

A to Z In-Home Tutoring, LLC, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$9,200. **[EXHIBIT AA]**

12.17.7 **Aavanza (Extreme Learning DBA Aavanza)**

Aavanza (Extreme Learning DBA Aavanza), an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$37,700. **[EXHIBIT BB]**

12.17.8 **Able Academics**

Able Academics, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$7,400. **[EXHIBIT CC]**

12.17.9 **Advanced Reading Solutions LLC dba UROK Learning Institute**

Advanced Reading Solutions LLC dba UROK Learning Institute, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$6,500.

**[EXHIBIT DD]**

12.17.10 **Alpha! Innovation through Education**

Alpha! Innovation through Education, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$5,600. **[EXHIBIT EE]**

12.17.11 **Alternatives Unlimited, Inc.**

Alternatives Unlimited, Inc., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$9,200. **[EXHIBIT FF]**

12.17.12 **Anaheim Kumon Center**

Anaheim Kumon Center, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$15,600. **[EXHIBIT GG]**

12.17.13 **Aprende! Tutoring**

Aprende! Tutoring, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$31,200. **[EXHIBIT HH]**

12.17.14 **Brain Hurricane**

Brain Hurricane, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$18,400. **[EXHIBIT II]**

12.17.15 **Datamatics, Inc dba Achieve HighPoints**

Datamatics, Inc dba Achieve HighPoints, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$12,000. **[EXHIBIT JJ]**

12.17.16 **EduThink**

EduThink, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$10,100. **[EXHIBIT KK]**

12.17.17 **Friendly Community Outreach Center (FCOC)**

Friendly Community Outreach Center (FCOC), an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$8,300. **[EXHIBIT LL]**

12.17.18 **Future Stars Tutoring Services Center**

Future Stars Tutoring Services Center, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$12,000. **[EXHIBIT MM]**

12.17.19 **Healthy Families**

Healthy Families, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$14,700. **[EXHIBIT NN]**

12.17.20 **Keep Hope Alive Project**

Keep Hope Alive Project, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$22,100. **[EXHIBIT OO]**

12.17.21 **Leading Edge Tutors**

Leading Edge Tutors, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$5,600. **[EXHIBIT PP]**

12.17.22 **Learning Partners, Inc., DBA Sylvan Learning-Anaheim Hills**

Learning Partners, Inc., DBA Sylvan Learning-Anaheim Hills, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$7,400. **[EXHIBIT QQ]**

12.17.23 **Milestones Family Learning Center**

Milestones Family Learning Center, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$22,100. **[EXHIBIT RR]**

12.17.24 **Oxford Tutoring, Inc.**

Oxford Tutoring, Inc., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$19,300. **[EXHIBIT SS]**

12.17.25 **Professional Tutors of America, Inc.**

Professional Tutors of America, Inc., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$18,400. **[EXHIBIT TT]**

12.17.26 **Studentnest, Inc.**

Studentnest, Inc., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$41,300. **[EXHIBIT UU]**

12.17.27 **Syntelesys Educational Services, Inc. dba #1 Academia de Servicio de Tutoria**

Syntelesys Educational Services, Inc. dba #1 Academia de Servicio de Tutoria, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$10,100. [EXHIBIT VV]

12.17.28 **Tutoring USA Inc. dba Club Z!**

Tutoring USA Inc. dba Club Z!, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$43,200. [EXHIBIT WW]

12.18 **Instructional Materials Submitted for Adoption**

The Board of Trustees is requested to adopt the selected instructional materials. The Instructional Materials Review Committee has recommended the selected books for basic and supplemental courses in Career Technical Education (CTE) Pathways, performing arts, reading, language arts, ELD, and electives. The books have been made available for public view. [EXHIBIT XX]

Staff Recommendation:

It is recommended that the Board of Trustees adopt the selected materials.

12.19 **Individual Service Contracts**

Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the individual service contracts as submitted. (Special Education Funds) [EXHIBIT YY]

12.20 **Field Trip Report**

Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the field trip report as submitted. [EXHIBIT ZZ]

**HUMAN RESOURCES DIVISION**

12.21 **Agreement, School Services of California, Inc.**

Background Information:

American Federation of State, County and Municipal Employees (AFSCME) and the District reached an impasse on negotiations for the 2011-2014 collective bargaining agreement. After failing to reach an agreement in mediation, the parties entered into factfinding. As part of this process, a three (3) person factfinding panel was created. The District appointed Mr. Ron Bennett, CEO, School Services of California, Inc., to serve on the panel.

Current Consideration:

Ratify the agreement that provides for services of the factfinding panel member and collective bargaining negotiations. The agreement commenced on October 18, 2012, and terminates on April 30, 2013.

Budget Implication:

Services are billed at an hourly basis ranging from \$95 to \$255 per hour. (General Funds)



Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement between the Anaheim Union High School District and School Services of California, Inc. [**EXHIBIT AAA**]

12.22 **Student Teaching Agreement, California State University, Dominguez Hills**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within our District schools. AUHSD has had a student teaching agreement in place with the California State University, Dominguez Hills, since 2003.

Current Consideration:

This agreement is a renewal of the current agreement already in place, which expires on December 31, 2012. University students will meet with school site master teachers to be involved in the student's preparation for student teaching. This agreement provides opportunities for the student teacher to observe, participate, assist, and teach in the master teacher's classroom for one (1) semester. Master teachers will model to the student teacher effective planning, instruction, and management strategies, as well as discuss these strategies with the student teacher. Additionally, professional attire, development, and conduct will be reviewed. This agreement is in effect from January 1, 2013, through June 30, 2015.

Budget Implication:

There is no cost to the District.

Staff Recommendation:

It is recommended that the Board of Trustees approve the student teaching agreement between the Anaheim Union High School District and California State University, Dominguez Hills. [**EXHIBIT BBB**]

12.23 **Certificated Personnel Report**

Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the certificated personnel report as submitted. [**EXHIBIT CCC**]

12.24 **Classified Personnel Report**

Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the classified personnel report as submitted. [**EXHIBIT DDD**]

**SUPERINTENDENT'S OFFICE**

12.25 **Board of Trustees' Meeting Minutes**

12.25.1 November 1, 2012, Regular Meeting [**EXHIBIT EEE**]

12.25.2 November 16, 2012, Special Meeting [**EXHIBIT FFF**]

Staff Recommendation:

It is recommended that the Board of Trustees approve the minutes as submitted.

13. **SUPPLEMENTAL** **INFORMATION ITEM**  
Enrollment Report, Month 3 [EXHIBIT GGG]
14. **SUPERINTENDENT AND STAFF REPORT** **INFORMATION ITEM**
15. **BOARD OF TRUSTEES' REPORT** **INFORMATION ITEM**  
Announcements regarding school visits, conference attendance, and meeting participation.
16. **ADVANCE PLANNING** **INFORMATION ITEM**
- 16.1 **Future Meeting Date**  
The organizational meeting of the Board of Trustees will be held on Thursday, December 13, 2012, at 6:00 p.m.
- 16.2 **Suggested Agenda Items**
17. **ADJOURNMENT** **ACTION ITEM**

*In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by noon on Tuesday, December 4, 2012.*

## 2011-12 PERFECT ATTENDANCE AWARDS

## EXHIBIT A

<b>NAME</b>	<b>LOCATION</b>
<b>GOLD APPLES</b>	
Cindy Barber	South Junior High
Pamela Bookout	Brookhurst Junior High
Marilyn Budovec	Food Service Office
Kimiko Buyer	Cypress High School
Ruben Cabrera	Dale Junior High
Benjamin Carpenter, Jr.	Cypress High School
Marlene Castillo	Western High School
Jimmy Chan	Information Systems
Geraldine Chinarian	Business Operations
Manuel Colon	Savanna High School
Sonia Cortez-Barriga	Sycamore Junior High School
Connie Currier	Food Service
Dean Delgado	Cypress High School
Willie Dumas	Information Systems
Jaron Fried	Ball Junior High School
Jose Gallegos	Kennedy High School
Steve Gonzales	Magnolia High School
Ron Hoshi	Oxford Academy
Leo Jara	Katella High School
Mary Labrie	Cypress High School
Debra Lopez	Walker Junior High School
John Lowe II	Information Systems
Martha Macias	Hope School
Jane Maerki	Food Service
Peggy Makaena	Transportation
Nancy Malotte	Gilbert South
Michael Manning	Cypress High School
Rubicelia Martinez	Food Service
John Mc Donough	Garage
Kathlene Morris	Special Youth Services
Lynn Nakayama	Facilities Planning
Harumi Noda	Oxford Academy
Luis Ortega	Sycamore Junior High School
Linda Owen	South Junior High School
Jerry Pearce	Western High School
Teresa Perez De Hernandez	Brookhurst Junior High School
Doreen Ponce	Cypress High School
Dianne Poore	Business
Aracely Portillo	Savanna High School
Charito Reyes	Orangeview Junior High School
Anna Marie Ruiz	Kennedy High School
Ana Salcido	Anaheim High School
Bruce Saltz	Accounting
Robert Sanchez	Cypress High School
Rosa Sanchez	Food Service
David Sepe	Katella High School
Peggy Sutherland	Loara High School
Karen Thompson-Blackwell	Katella High School
Julie Thrum	Food Service

## 2011-12 PERFECT ATTENDANCE AWARDS

<b>NAME</b>	<b>LOCATION</b>
Richard Toscano	Magnolia High School
Maria Tovar	Brookhurst Junior High School
Eugenia Traudt	Loara High School
Bradley Watrous	Information Systems
Barry Westphal	Anaheim High School
Sharon Yager	Magnolia High School

## 2011-12 PERFECT ATTENDANCE AWARDS

NAME	LOCATION
<b>RED APPLES</b>	
Alan Abe	Brookhurst Junior High School
Maria Alcala	Ball Junior High School
Susan Baltazar	Magnolia High School
Martin Banda-Junior	Western High School
Sharon Barnard	Information Systems
Kirk Bates	Katella High School
Ivonne Bayron	Gilbert South
Robyne Betzsold	Anaheim High School
Dennis Bloomer	Transportation
Thomas Bonikowski	Food Service
Judy Bright	Certificated Human Resources
Ron Brito	Walker Junior High School
Gary Brown	Sycamore Junior High School
Steven Brown	Katella High School
Leonida Bullard	Dale Junior High School
Maritza Calles	Savanna High School
Shari Cary	Dale Junior High School
Lourdes Casarubias	Food Service
Joe Casas	Anaheim High School
Paula Case	Magnolia High School
Joan Chase	Food Service
Rose Chen	Cypress High School
Janet Chenlee	Special Youth Services
Robert Christiansen	Transportation
Frances Correia	Special Youth Services
Armando Cortez	Maintenance
Brooks-Anne Crumley	Lexington Junior High School
Lisa Cruz	Savanna High School
Consuelo Deanda	Anaheim High School
Martha Dominguez	Magnolia High School
Onita Draghinas	Loara High School
Kevin Dwyer	Cypress High School
Jeanine Elliott	Brookhurst Junior High School
Lucia Esquivel	Dale Junior High School
Donald Ewing	South Junior High School
Suzanne Fender	Food Service
Bryan Ferencz	Special Youth Services
Rafael Figueroa	Facilities Planning
Jeffrey Freund	Anaheim High School
Michael Fuller	Katella High School
Michael Gallo	Katella High School
Darrick Garcia	Brookhurst Junior High School
Ivonne Garcia	Sycamore Junior High School
Anita Gaston	Cypress High School
Laurel Giroux	Anaheim High School
Salvatore Glorioso	Katella High School
Abel Gonzales	South Junior High School
Luisa Gonzalez	Food Service
Rosa Gonzalez	Food Service

## 2011-12 PERFECT ATTENDANCE AWARDS

<b>NAME</b>	<b>LOCATION</b>
Matthew Griffin	Savanna High School
Craig Grothe	Maintenance
Edison Guillermo	Katella High School
Gale Hamabata	Hope School
Barbara Hanna	Gilbert South
Colleen Hantula	Lexington Junior High School
Patricia Hatcher	Kennedy High School
Linda Honma	Food Service
Gayle Hosler	Food Service
Jeffrey Howe	Kennedy High School
Mitsuko Kawamoto	South Junior High School
Susan Klingelsmith	Orangeview Junior High School
Olive Lan	Food Service
Sanjuana Lara-De-Gorkin	Loara High School
Victoria Lazo	Food Service
Karen Lee	Ball Junior High School
Russell Lee-Sung	Certificated Human Resources
Enrique Leos	Transportation
Cherylin Lew	Hope School
Maria Loftis	Orangeview Junior High School
Mirko Lopez	Anaheim High School
Shizuya Madere	Katella High School
Tammy Martinez	Walker Junior High School
Michael Matsuda	Education Services
Joan Mc Ghee	Katella High School
Glenda Mc Hale	Greater Anaheim SELPA
Claudia Miller	South Junior High School
Fidel Montoya	Maintenance
Lina Mousa	Education Services
Yousef Nasouf	Orangeview Junior High School
Sofia Nava	Loara High School
Bryanne Ngo	Special Youth Services
Diana Ngo	Western High School
Duc Nguyen	Katella High School
Ricardo Novelo	Transportation
Demmi Ochoa	Brookhurst Junior High School
Debra Oda	South Junior High School
Anabel Ontiveros	Hope School
Kathryn Pavel	Magnolia High School
Jim Perez	Savanna High School
Maselino Pese	Katella High School
Cynthia Pettitt	Education Services
Bradley Pettigrew	Anaheim High School
Luther Pointer	Anaheim High School
Julieanne Reall	Anaheim High School
Randall Reyes	Anaheim High School
Ann Rice	Brookhurst Junior High School
Rebeca Rodriguez	Food Service
Sandra Rofey	Western High School
Ryan Rueter	Anaheim High School

**2011-12 PERFECT ATTENDANCE AWARDS**

<b>NAME</b>	<b>LOCATION</b>
Ruben Ruvalcaba	Anaheim High School
Kathryn Saindon	Maintenance
Irene Santos	Food Service
Zuhey Santos	Orangeview Junior High School
Efren Saucedo	Maintenance
Michael Seltzer	Western High School
Paul Sevillano	Education Services
Dane Shank	Savanna High School
Madeline Simmons	Food Service
Nabil Slim	Savanna High School
Raymond Solorzano	Western High School
Dana Stalker	Ball Junior High School
Eric Stapley	Western High School
Jerri Strimback	Loara High School
Kristy Takacs	Cypress High School
Victor Torres	Transportation
David Towne	Anaheim High School
Christine Turanitza	Dale Junior High School
Kimberly Vallee	Certificated Human Resources
Alma Velazquez	Western High School
Zenaida Villafuerte	Savanna High School
Lois Visconti	South Junior High School
Thomas Walls	Sycamore Junior High School
Leone Walsh	Katella High School
Michael Willey	Savanna High School
Victoria Wintering	Classified Human Resources
E Howard Young	Food Service
Zhihong Zhang	Ball Junior High School

**GRADUATION REQUIREMENTS****71105**

- 1.0 Objectives:** These proposed graduation requirements are designed to:
- 1.1** ensure minimal proficiency on curricular standards
  - 1.2** provide a common base of general education
  - 1.3** encourage academic excellence and participation in enrichment studies
  - 1.4** comply with the state codes of California
- 2.0 Diploma:** A single diploma will be granted by the Anaheim Union High School District. Scholastic recognition will be designated by an embossed seal placed on the diploma for superior work (honors--3.00 to 3.49 and academic honors--3.50 and above).
- 3.0 General Requirements for Graduation/High School Diploma:**
- 3.1** The student must attend eight semesters, grades 9 through 12.
  - 3.2** The student must be enrolled in a minimum of 60 credits (6 periods) of course work in grades 9, 10, 11 and a minimum of 50 (5 periods) credits in grade 12.
  - 3.3** The student must satisfactorily complete a minimum of \*230 credits.
  - 3.4** The student must fulfill the computer education requirement.
  - 3.5** The student must pass all sections of the California High School Exit Exam (CAHSEE).
- 4.0 Specific Requirements for Graduation/High School Diploma:**
- 4.1 English:** The student shall satisfactorily complete a minimum of 40 credits in English:
 

9 <sup>th</sup>	English 1	10 credits
10 <sup>th</sup>	English 2	10 credits
11 <sup>th</sup>	English 3	10 credits
12 <sup>th</sup>	English 4	10 credits
  - 4.2 History/Social Science:** The student shall satisfactorily complete a minimum of 30 credits in social science:



## **GRADUATION REQUIREMENTS**

**71105**

10 <sup>th</sup>	World History/Culture/Geography	10 credits
11 <sup>th</sup>	US History/Geography	10 credits
12 <sup>th</sup>	Principals of American Democracy - Government	5 credits
12 <sup>th</sup>	Economics	5 credits

### **4.3 Science:**

The student shall satisfactorily complete a minimum of 20 credits in science with the normal sequence for enrollment in grades 9, 10, and/or 11. One year of life science and one year of a physical science is mandated by the state.

### **4.4 Mathematics:**

The student shall satisfactorily complete a minimum of 30 credits in mathematics with the normal sequence for enrollment in grades 9, 10, and 11, including one year of Algebra I as mandated by the state. The student must maintain their mathematics enrollment until successfully passing the mathematics portion of the CAHSEE.

### **4.5 Fine Arts/Foreign Language:**

The student shall satisfactorily complete a minimum of 10 credits in fine arts or foreign language (same language) in any of the following:

Art, Dance 1, Dance 2, History of Dance/Dance Production, Music (choral or instrumental), Oral Expression and Interpretation, Theatre, or one year of Foreign Language (same language)

### **4.6 Health:**

The student shall satisfactorily complete 5 credits in health in the 9<sup>th</sup> grade.

### **4.7 Career Education:**

The student shall satisfactorily complete a minimum of 10 credits in career education in the following:

BITA, Business and Applied Technology, Health Science 2, Home Economics, Careers and Technology, Industrial Technology Education, Newspaper 2, Peer Tutoring, Pre-Employment Skills, ROP, Student Leadership, Transportation Technology, Work Experience, or Career Guidance (Alternative Education only)

**4.8 Physical Education:**

The student shall satisfactorily complete a minimum of 20 credits (10 credits – 9<sup>th</sup> grade, and 10 credits – 10<sup>th</sup> grade) in physical education.

**5.0 Alternative Education:**

Requirements in items 3.0 and 4.0 are the same for alternative education students. Any work they complete prior to their enrollment in the alternative education program will not be averaged in when calculating their grade point average for meeting the graduation requirement unless they return to a traditional campus.

**6.0 Adult Education:**

Requirements in items 3.0, 4.0, and 5.0 are the same for adult education students with the following exceptions:

**6.1 Students shall satisfactorily complete a minimum of 200 credits.**

**6.2 Physical Education is not a required class. Previously earned Physical Education credits may be used to meet the elective credit requirement.**

**COURSE AREAS:**

English	4 years	40 credits
History/Social Science	3 years	30 credits
Mathematics	3 years	30 credits
Science	2 years	20 credits
Fine Arts or Foreign Language	1 year	10 credits
(one year the same language meets the requirement)		
Physical Education	2 years	20 credits
Health	1 semester	5 credits
Computer Education	1 semester	5 credits
Career Education	1 year	10 credits

## **GRADUATION REQUIREMENTS**

**71105**

Electives ~~60 credits~~  
50 credits

**TOTAL CREDITS REQUIRED** **220 credits**

**Total Credits Required:** Ninth grade students must be enrolled in a reading course if they are reading below the 40<sup>th</sup> percentile and/or below grade level.

Ninth, tenth, and eleventh grade students must be enrolled in a minimum of 60 credits (6 periods) and twelfth grade students in a minimum of 50 credits (5 periods) per school year.

Ninth, tenth, and eleventh grade students may earn a maximum of 40 credits per semester. If necessary, twelfth grade students may earn a maximum of 45 credits per semester. The total number of credits a student may earn during the summer session is 20.

All graduation requirements must be met in order to participate in the commencement ceremony and activities. However, disciplinary action could exclude a student from the commencement ceremony and activities even though all graduation requirements were met.

Diploma requirements are subject to change as mandated by state law and/or Board policy.

~~\* The graduating classes of 2012 and 2013 are responsible to complete a minimum of 220 credits.~~

### **Legal Reference:**

#### **EDUCATION CODE**

<b><u>48430</u></b>	Continuation education schools and classes
<b><u>51224.5</u></b>	Algebra instruction
<b><u>51225.3</u></b>	Requirements for graduation
<b><u>51228</u></b>	Graduation requirements
<b><u>51241-51246</u></b>	Exemptions from requirements
<b><u>51410-51412</u></b>	Diplomas
<b><u>60850-60859</u></b>	High school exit exam
<b><u>66204</u></b>	Certification of high school courses as meeting university admissions criteria

**CODE OF REGULATIONS, TITLE 5**

**1600-1651** Graduation of pupils from grade 12 and credit toward graduation.

**Management Resources:**

**CSBA POLICY ADVISORIES**

**Algebra I Requirement: Eligibility for High School Diplomas, March 2004**

**WEB SITES**

**CSBA: <http://www.csba.org>**

**California Department of Education: <http://www.cde.ca.gov>**

**Board of Trustees**

**June 19, 1986**

**Revised: March 8, 1990**

**Revised: February 1993**

**Reviewed: July 1996**

**Revised: May 1997**

**Revised: April 2000**

**Revised: July 2001**

**Revised: March 2002**

**Reviewed: March 2003**

**Revised: December 2003**

**Revised: February 2005**

**Revised: November 2009**

**Revised: August 2010**

**Revised: September 2011**

**E**

Anaheim Union High School District  
 Education Division  
**APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION**

CLICK AND ENTER DATA IN THE APPROPRIATE AREAS (DOUBLE CLICK SHADED BOXES)

<b>Name of Organization:</b> Atomic Club	<b>School:</b> Anaheim
---	---------------------------

**Name(s) of student(s) making application:**  
Egbert Arias

**Staff Sponsor(s):**  
Alison Loeper

**List purposes, objectives, and activities of organization** (attach copy of Constitution and By-Laws)  
To provide science students with real world applications for chemistry and biology

**Proposed meetings:**  

<b>Day(s):</b> Tuesdays	<b>Time(s):</b> 2:45 – 3:45	<b>Location:</b> 117
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**Special equipment?**  No  Yes – Describe:  
Lab supplies

**Qualifications for membership, if any:**  
Completion of Chemistry class

**How are officers elected?** Internally **Term?** 1 year

**State relationship to curriculum and/or instructional program of the district, and describe** how the organization will serve as an extension of or adjunct to the curriculum. Include specific reference to the courses of study, classes, or programs which the organization is intended to supplement; the instructional materials or learning resources which will be used; the skills, concepts, or attitudes which are planned to be developed; and the evaluation techniques which will be used to assess whether or not the objectives have been achieved:

Real world application and enrichment opportunity for students

**Describe the function of the staff adviser in the promotion, supervision, and leadership of the organization:**

Facilitation, liaison to National Chemistry Club

**Will this organization be raising funds for any purpose?**  No  Yes – Describe how funds will be raised and for what purpose:

ASB Fund Raising

**The undersigned agree to comply with all applicable district policies, school guidelines, and rules, as adopted and amended:**

<b>Signature of student making application:</b>	
<b>Printed name of student making application:</b>	Egbert Arias
<b>Signature of faculty sponsor:</b>	
<b>Printed name of faculty sponsor:</b>	Alison Loeper

**Faculty sponsor: I have reviewed this application and**  
 the application is complete  the Constitution/By-Laws are attached  
 the application is not complete (explain):

<b>Signature of School Principal:</b>	<b>Date:</b>
Ben Sanchez	10-18-12

<b>Signature of Assistant Superintendent of Education:</b>	<b>Date:</b>
	10-19-12

**Education Office Use Only:**  
 Board of Trustees action:  Approved  Denied **Date:**

Submit completed form to the Assistant Superintendent of Education (mail location #15).

Anaheim Union High School District  
Education Division

**APPLICATION FOR STUDENT-INITIATED,  
NON-CURRICULUM RELATED ORGANIZATION**

<b>School:</b>	John F. Kennedy H.S.	<b>Date of Application:</b>	10/27/2012
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

**To apply for status as a student-initiated, non-curriculum group, complete the following:**

**Name of proposed group:**

CHOC and Friends

**Purpose of the group (Please describe thoroughly):**

The purpose is to give back to the community through volunteering time and gift giving. The primary focus will be the pediatric unit at the Children's Hospital.

**Frequency of group meetings:**

Bi-monthly

**Proposed meeting day, time and location:**

Day:	Tuesday	Time:	Lunch	Location:	Rm. 107
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Applicant's Signature:	<i>Kishen Nadasia</i>	Date:	10/27/2012
Printed Name:	Kishen Nadasia		

Advisor's Signature:	<i>Sean C. Pfeiffer</i>	Date:	10/27/2012
Printed Name:	Sean C. Pfeiffer		

Principal's Signature:	<i>Russ Earnest</i>	Date:	10/27/2012
Printed Name:	Russ Earnest		

**Send signed form to #15, Assistant Superintendent/Education, for approval.**

Assistant Superintendent's Signature:	<i>Paul [Signature]</i>	Date:	11/5/12
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**Following approval, the completed application will be returned to the school principal.**

Anaheim Union High School District  
 Education Division  
**APPLICATION FOR STUDENT-INITIATED,  
 NON-CURRICULUM RELATED ORGANIZATION**  
 CLICK AND ENTER DATA

<b>School:</b>	Loara High School	<b>Date of Application:</b>	Sept 21, 2012
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

**To apply for status as a student-initiated, non-curriculum group, complete the following:**

**Name of proposed group:**

The Saxon Line
----------------

**Purpose of the group (Please describe thoroughly):**

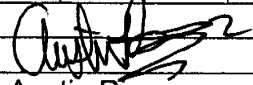
This organization will be a Freshman mentor program in which seniors will be "lined up" with a Freshman group (5-7) to help make a connection to the High School campus. This will help bridge the gap or become a link from Junior High to High School. In the beginning the goal it to have these seniors work with Freshman following the Freshman Outreach done in August.
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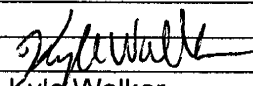
**Frequency of group meetings:**


Once a Month
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**Proposed meeting day, time and location:**

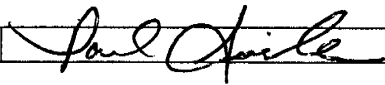
Day:	Weds.	Time:	Lunch	Location:	Room 152
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Applicant's Signature:		Date:	10/16/12
Printed Name:	Austin Rivera		

Advisor's Signature:		Date:	10/16/12
Printed Name:	Kyle Walker		

Principal's Signature:		Date:	10/17/12
Printed Name:	John Briquelet		

**Send signed form to #15, Assistant Superintendent/Education, for approval.**

Assistant Superintendent's Signature:		Date:	10/19/12
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**Following approval, the completed application will be returned to the school principal.**

Anaheim Union High School District  
 Education Division  
**APPLICATION FOR STUDENT-INITIATED,  
 NON-CURRICULUM RELATED ORGANIZATION**

<b>School:</b>	Loara High School	<b>Date of Application:</b>	10-23-12
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

**To apply for status as a student-initiated, non-curriculum group, complete the following:**

**Name of proposed group:**

Barks of Love
---------------

**Purpose of the group (Please describe thoroughly):**


The club, Barks of Love, will mainly be based on fundraising for, the non-profit organization named Barks of Love. The main goal of Barks of Love is to save dogs from shelters and help them with medical problems. The club at Loara will create fundraisers to raise money for the lives of these dogs and will also educate the students about properly caring for their pets at home.
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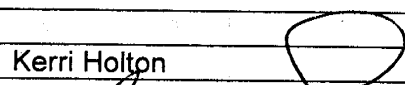
**Frequency of group meetings:**

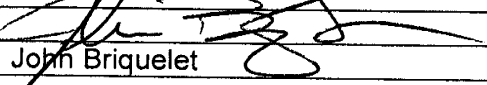
Once every two weeks
----------------------

**Proposed meeting day, time and location:**

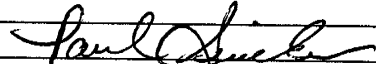
Day:	Monday	Time:	12:10-12:30am	Location:	Loara High School, room 462
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Applicant's Signature:		Date:	10-23-12
Printed Name:	Melissa Gutierrez		

Advisor's Signature:		Date:	10-23-12
Printed Name:	Kerri Holton		

Principal's Signature:		Date:	10/24/12
Printed Name:	John Briquet		

**Send signed form to #15, Assistant Superintendent/Education, for approval.**

Assistant Superintendent's Signature:		Date:	10/24/12
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**Following approval, the completed application will be returned to the school principal.**

Anaheim Union High School District  
 Education Division  
**APPLICATION FOR STUDENT-INITIATED,  
 NON-CURRICULUM RELATED ORGANIZATION**  
 CLICK AND ENTER DATA

<b>School:</b>	Loara High School	<b>Date of Application:</b>	9-5-12
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

**Name of proposed group:**

The Art of Gloving
--------------------

**Purpose of the group (Please describe thoroughly):**

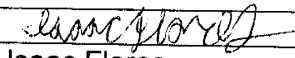
The purpose of this group is to teach students about a new art form called gloving. Like dancing, gloving can be used as a way to show emotion. In Gloving 101 we will teach students the basics they need to learn in order to be a part of this new upcoming art form. This is strictly a positive club with a goal to help the participating students get in touch with an artistic side of themselves no one has seen before!
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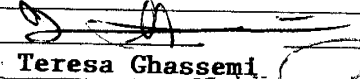
**Frequency of group meetings:**

Once a week
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**Proposed meeting day, time and location:**

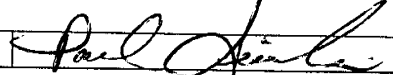
Day:	Thursday	Time:	Lunch	Location:	Room 205
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Applicant's Signature:		Date:	10-15-12
Printed Name:	Isaac Flores		

Advisor's Signature:		Date:	10/15/12
Printed Name:	Teresa Chassemi		

Principal's Signature:		Date:	10/16/12
Printed Name:	John Briquet		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	10/26/12
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Following approval, the completed application will be returned to the school principal.

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
ANAHEIM UNION HIGH SCHOOL DISTRICT**

**IMPLEMENTATION OF THE  
"TERMS AND CONDITIONS OF EMPLOYMENT"  
REGARDING THE CLASSIFIED BARGAINING UNIT REPRESENTED BY  
AFSCME, LOCAL 3112 (COUNCIL 36)  
AND  
REINSTATEMENT OF POSITIONS IN THE CLASSIFIED BARGAINING UNIT  
REPRESENTED BY  
AFSCME, LOCAL 3112 (COUNCIL 36)**

**RESOLUTION NO. 2012/13-HR-06**

December 6, 2012

On the motion of Trustee \_\_\_\_\_, duly seconded and carried, the following resolution was adopted:

**WHEREAS**, since July 2011, the District and AFSCME, Local 3112 (Council 36) ("AFSCME"), have been engaged in negotiations for a successor three-year collective bargaining agreement ("CBA") to the prior 2008-2011 CBA; and

**WHEREAS**, the District and AFSCME engaged in negotiations for over 21 sessions and 75 hours through July 30, 2012; and

**WHEREAS**, the Public Employment Relations Board ("PERB") determined that negotiations were at an impasse, thereby first appointing a State Mediator and when mediation did not result in an agreement, then PERB appointed the Chair of a three-member Factfinding panel; and

**WHEREAS**, following the Factfinding hearing on October 25 and 29, 2012, the Chair of the Factfinding panel duly issued the written Factfinding Panel Report and Recommendations to the parties on November 15, 2012; and

**WHEREAS**, the Board of Trustees made the Factfinding Panel Report and Recommendations public as required by the Educational Employment Relations Act on November 19, 2012; and

**WHEREAS**, the Board of Trustees has considered the Factfinding Panel Report and Recommendations in good faith to determine whether there is a basis for settlement and authorized the District's negotiation team to engage in post-Factfinding negotiations; and

**WHEREAS**, post-Factfinding negotiation sessions were conducted on November 26 and 29, 2012; and

**WHEREAS**, the Board of Trustees has made all the concessions it can and further negotiations are futile; and

**WHEREAS**, the post-Factfinding negotiation sessions resulted in a second impasse; and

**WHEREAS**, for the foregoing reasons, the Superintendent recommends adoption of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. Terms and Conditions of Employment. The following Terms and Conditions of Employment are effective commencing July 1, 2012, unless another date is otherwise specifically stated:

**Article 1 Recognition**

Delete the language on page 3 that reads:

~~It is agreed by the parties that all Food Services Assistants III's currently assigned to an elementary school (no longer in a floating assignment) shall be at least 10.5 month employees.~~

**Article 2 Health and Welfare**

- 2.1 The District shall contribute towards the cost of medical, dental, life, vision care, short term income protection, and accidental death/dismemberment insurance benefits for active employees who are within the unit as indicated below:

- 2.1.1 Beginning with the 2013 calendar year, self-insured major medical not to exceed the super composite rate of \$1,197 per month/\$14,364 per year or HMO insurance not to exceed the supercomposite rate of \$984 per month/\$11,808 per year per eligible employee. Eligible employees and eligible dependents will be covered.

- 2.1.1.1 All eligible bargaining unit members and retirees currently enrolled in the PPO (and HMO) shall be provided with a prescription drug card utilizing a co-payment system.

- 2.1.1.2 The blended super composite rate shall be the weighted average of the PPO and HMO super composite rates above. For 2013, the blended super composite rate shall not exceed \$13,189.

Example:

1,238 employees are in the HMO (46%)

1,433 employees are in the PPO (54%)

46% of \$11,808 = \$5,432. 54% of \$14,364 = \$7,757.

\$5,432 + \$7,757 = \$13,189 is the 2013 blended super composite rate.

- 2.1.2 Life and accidental death/dismemberment insurance for employees and life insurance protection for employee's spouse and eligible children.
- 2.1.3 Dental insurance for employee and eligible dependents (no deductible) \$1,500/\$1,700 yearly maximum per person including 70% coverage for major dental procedures or Delta Care PMI dental insurance.
- 2.1.4 Vision health services with special contact lens provisions for employees and eligible dependents.
- 2.1.5 Alcohol, drug abuse and psychological care utilizing MHN Company for employees, spouse, and eligible dependents.
- 2.1.6 Short term income protection plan. Up to two years, \$5,000 maximum, 66.6% of income with a sixty (60) day elimination period. American

Fidelity Assurance Company shall be the administrator and the plan provider.

2.1.7 Hearing aids and annual hearing examination for employees only.

~~2.5 Employees, spouse, and dependents may select the doctor of their choice and reimbursement will be approved at a reasonable and customary rate set by the foundation doctors and/or insurance companies.~~

2.6 Insurance Committee

The union may name two (2) (regular) members of the District Insurance Committee, one of whom may be the AFSCME business representative. The selected Insurance Committee representatives of the union will attend meetings regularly. Attendance at these meetings will not count against the union business as described in 14.2. Decisions of the insurance committee shall not be binding on AFSCME. The District and the Union will work together aggressively on health and welfare cost containment.

The Union and the District negotiations teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification.

If such agreement is not reached prior to November 1 of each year, the current benefits plan will carry over to the following plan year and the District is authorized to initiate payroll deductions beginning with the first paycheck in February for the difference between the blended super composite rate of the PPO and HMO from the current year and the blended super composite rate for the new year.

The District and AFSCME agree to negotiate on health and welfare beginning October 2 through October 31 in an effort to negotiate any plan changes or other cost containment measures.

## **Article 5 Working Hours - Effective July 1, 2012**

### Food Service Reduction in Work Year

(Note: Arbitration award did approve reduction in work hours.)

<b>Classification</b>	<b>Number of Positions</b>	<b>Hours/Months</b>
Food Service Cook	1	8/12 to 8/9
Food Service Assistant IV, Food Production Office	2	8/12 to 8/9
Food Service Assistant I	1	1.25/10.5 to 1.25/9*
Food Service Assistant I	2	2.50/10.5 to 2.50/9*
Food Service Assistant I	6	3.0/10.5 to 3.0/9*
Food Service Assistant I	3	3.50/10.5 to 3.50/9*
Food Service Assistant I	2	3.75/10.5 to 3.7.5/9*
Food Service Assistant I	1	1.25/11.5 to 1.25/9*
Food Service Assistant I	2	3.0/11.5 to 3.0/9*
Food Service Assistant I	3	3.75/11.5 to 3.75/9*

Food Service Assistant III	1	6.0/10.5 to 6.0/9*
Food Service Assistant III	1	6.25/10.5 to 6.25/9*
Food Service Assistant III	4	6.5/10.5 to 6.5/9*
Food Service Assistant III	2	7.0/10.5 to 6.5/9*
Food Service Assistant III	5	7.5/10.5 to 6.5/9*
Food Service Assistant III	1	8.0/10.5 to 6.5/9*
Food Service Assistant III	2	6.5/11.5 to 6.5/9*
Food Service Assistant III	1	6.5/12 to 6.5/9*
Food Service Assistant III-Bilingual	5	7.5/10.5 to 6.5/9*
Food Service Assistant III-Bilingual	1	7.5/12 to 6.50/9*
Food Service Assistant III-Bilingual	1	8.0/12 to 6.5/9*
Custodian	1	8.0/12 to 8.0/9
Warehouse Worker Nutrition Services	5	8.0/12 to 8.0/9

\*Single Track Calendar

Transportation Reduction in Work Year

(Note: Arbitration award did approve reduction in work hours.)

<b>Classification</b>	<b>Number of Positions</b>	<b>Hours/Months</b>
Bus Driver	4	Remain 10.1 months
Bus Driver	40	Reduce from 10.1 to 10 months
Bus Driver	12	Reduce from 10.1 to 9 months

5.1 Workday

The full time employee's regular workday shall consist of eight (8) hours of work. Any reduction in assigned time shall be accomplished in accordance with the District layoff procedures in effect at the time of the action, and only after meeting and ~~conferring~~ consulting with AFSCME.

5.3 Work Year

No employee's work year shall be reduced at the request of the employee except by voluntary agreement between the ~~employee,~~ the District and the union. Any reduction in work year shall be accomplished in accordance with the District layoff procedures in effect at the time of the action, and only after meeting and consulting with AFSCME.

Warehouse Worker-Nutrition Services shall bid and receive routes based on seniority. Also, at the same time drivers, in order of seniority, will select a truck that has been designated as appropriate to the type and size of the route.

In the classification of Maintenance Service Worker, the work assignment of the filter crew will be assigned to the two least senior employees in this classification.

Eleven and one-half month employees shall receive no less than half of the days of pay in their half month when it occurs within a fixed, calendar month, and no less than twelve (12) days of pay for their half month when their half month is scheduled by the District at different times throughout the calendar year.

## **Article 11 Wages**

### 11.1 Salary

One (1) furlough day will be applied to the 2011-12 school year per negotiated MOU agreement. The salary schedule in effect during the 2007-2008 fiscal year will be reduced by an amount equivalent to the reduction in the work year.

Two (2) furlough days will be applied to the 2012-2013 work year. The salary schedule in effect during the 2007-2008 fiscal year will be reduced by an amount equivalent to the reduction in the work year.

As a result, there will be 2 less paid work days for the 2012-13 work year. Those 2 furlough days will be scheduled on January 25, 2013 and February 15, 2013. For those food service employees whose work pertains to the elementary schools, the two furlough days for single track calendar will be scheduled on February 15, 2013 and May 24, 2013 and multi-track calendar will be scheduled on June 27 and June 28, 2013. An alternate furlough day may be mutually agreed to.

If more than \$1,000,000 is generated from the sources below, one furlough day will be restored. If more than \$2,000,000 is generated from the sources below, two furlough days will be restored. The number of furlough days in 2012-13 above will be reduced or eliminated if either of the following occurs:

- The District receives new, unanticipated unrestricted revenues in 2012-13 and there are no mid-year cuts.
- The District's 2011-12 Unaudited Actuals unrestricted ending balance exceeds the 2011-12 Second Interim adjusted unrestricted ending balance by more than \$1,000,000 and there are no mid-year cuts. This restoration will occur according to the following formula(s):
- If the 2011-12 Unaudited Actuals unrestricted ending balance minus Object Codes 9711 through 9760 is more than \$1,000,000 higher than the 2011-12 Second Interim adjusted unrestricted ending balance (ending balance plus \$1,000,000 minus Object Codes 9711-9760), there shall be one (1) furlough day restored.
- If the 2011-12 Unaudited Actuals unrestricted ending balance minus Object Codes 9711 through 9760 is more than \$2,000,000 higher than the 2011-12 Second Interim adjusted unrestricted ending balance (ending balance plus \$1,000,000 minus Object Codes 9711-9760), there shall be two furlough days restored.

Sample:

2011-12 Second Interim unrestricted ending balance = \$30,000,000 and unrestricted Object Codes 9711 through 9760) = \$300,000

2011-12 Unaudited Actuals unrestricted ending balance = \$32,000,001 and unrestricted Object Codes 9711 through 9760 = \$300,000, there shall be one furlough day restored.

2011-12 Unaudited Actuals unrestricted ending balance = \$33,000,001 and unrestricted Object Codes 9711 through 9760 = \$300,000, there shall be two (2) furlough days restored.

If the approved state budget is reduced below the current BRL/ADA or if the budget is further reduced during the school year due to triggered mid-year reductions, the following will occur to address the budget shortfall.

- Furlough Days - Add up to seven (7) additional furlough days within the 2012-2013 work year. One furlough day will be added for each decrease of \$32 per BRL/ADA. The salary schedule will be further reduced by an amount equivalent to the reduction in the work year due to the additional furlough days.

<u>BRL/ADA between \$5925 and \$5846</u>	<u>Work year remains at work year minus two work days.</u>
<u>BRL/ADA between \$5845 and \$5814</u>	<u>Work year reduced by one additional budget-cut day</u>
<u>BRL/ADA between \$5813 and \$5782</u>	<u>Work year reduced by two additional budget-cut days</u>
<u>BRL/ADA between \$5781 and \$5750</u>	<u>Work year reduced by three additional budget-cut days</u>
<u>BRL/ADA between \$5749 and \$5718</u>	<u>Work year reduced by four additional budget-cut days</u>
<u>BRL/ADA between \$5717 and \$5686</u>	<u>Work year reduced by five additional budget-cut days</u>
<u>BRL/ADA between \$5685 and \$5654</u>	<u>Work year reduced by six additional budget-cut days</u>
<u>BRL/ADA between \$5653 or below</u>	<u>Work year reduced by seven additional budget-cut days</u>

- Any time after November 7, 2012 the District may request and AFSCME will agree to negotiate further reductions if necessary.

## **Article 12 Vacations**

12.1.4 Earned vacation shall be taken at times requested by employees and approved by the immediate supervisor. Reasonable vacation requests shall not be denied. In order to facilitate planning, coordination of work amongst employees and supervisor's response to employees, each employee shall submit a vacation calendar for that school/fiscal year before the end of the first working month of the employee's work year. Changes to vacation calendar may be amended throughout the year utilizing the same approval process. All vacation requests shall be given a response by the requesting employee's supervisor within five working days. [Remainder of language is unchanged]



## **Article 13 Leaves**

### 13.8 Personal Necessity Leave of Absence

13.8.4 A unit member shall be allowed to use two (2) days of personal necessity leave, which will not be charged against his/her accumulated sick leave. (This section will be suspended for the ~~2010-11~~ 2012-13 and ~~2011-12~~ 2013-14 school years.)

Starting with the 2012-13 2014-15 school year, those two personal necessity days may be reinstated by the District.

## **Article 14 Union Rights**

14.7 AFSCME stewards and officers shall be allowed a reasonable amount of release time with pay following prior notice and schedule coordination with the immediate supervisor to resolve alleged employee/supervisor differences. Prior notice may vary due to the circumstances of the situation but will be done so at the earliest possible time. The district and union will meet to mutually address any issues of release time that affect the employee's job duties and the negative impact to the other employees at the site or department.

## **Article 15 Transportation**

15.9 After hours transportation dispatching will be rotated evenly among the employees holding the positions of Director of Transportation, Transportation Specialist, Transportation Dispatcher, and Driver Trainer. The rotation shall be on a weekly basis from Monday 5:31 am through Monday 5:30 am. Commencing January 1, 2013, these employees will be "on call" during the after-hours period. Employees eligible for overtime will be compensated at time and a half their hourly wage for time worked which will be verified by district cell phone records and dispatcher/driver log. A minimum of 15 minutes will be paid for each incident. The dispatcher will not normally be required to be physically present at the Transportation Office but must be available via cell phone.

## **Article 23 Duration**

~~This Agreement shall be for the term of July 1, 2012 through June 30, 2015, and from year to year thereafter unless and until modified pursuant to the provisions of the Educational Employment Relations Act. This Agreement became effective upon Board adoption on July 1, 2008, and shall remain in full force and effect up to and including June 30, 2011, and thereafter shall continue in effect year by year unless one of the parties has been notified by the other in writing of its intent to terminate.~~

2. Future Negotiations: This Resolution is not intended to, nor does its adoption constitute a waiver of the right of either party to bargain pursuant to the Educational Employment Relations Act.
3. Other Terms: Except as amended above, or with respect to previously agreed-upon Tentative Agreements or MOUs, Attachment "A" hereto, as a part of this negotiation process, the remaining provisions of the prior 2008-2011 Collective Bargaining Agreement between the District and AFSCME, Local 3112 (Council 36) shall continue to remain in effect.

4. Reinstatement of Layoff Notices and Reinstatement: Layoff notices to individuals in the following classifications shall be rescinded and the affected employees shall be notified of their reinstatement effective Monday, December 10, 2012:

- Reinstatement 1 of 2 Equipment Operator positions  
\*1 position remains laid off, 7/1/12
- Reinstatement 1 of 2 Grounds Maintenance Worker positions  
\*1 position remains laid off, 7/1/12
- Reinstatement 1 Additional AFW I position  
\*4 positions already restored, 8/16/12; 4 positions remain laid off, 7/1/12
- Reinstatement 1 Carpenter
- Reinstatement 1 HVAC Technician
- Reinstatement 1 AFW II (male) position

Reinstatement from layoff to return to 8 hour positions effective Monday, December 10, 2012:

- |                                       |   |
|---------------------------------------|---|
| • Auditorium Operations Tech          | 5 positions return to 8 hours from 4 hours    |
| • Maintenance Service Worker          | 11 positions return to 8 hours from 7.5 hours |
| • Grounds Maintenance Worker          | 4 positions return to 8 hours from 7 hours    |
| • Pool Maintenance Tech               | 2 positions return to 8 hours from 7 hours    |
| • Warehouse Worker                    | 1 position returns to 8 hours from 4 hours    |
| • Transportation Operation Specialist | 1 position returns to 8 hours from 7 hours    |

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on December 6, 2012 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA     )  
                                  )  
                                  ) SS  
                                  )  
COUNTY OF ORANGE     )

I, Elizabeth Novack, Superintendent of the Anaheim Union High School District, Orange County, California, and Secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 6th day of December 2012, and passed by a roll call vote of all members of said Board of Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of December 2012.

\_\_\_\_\_  
Elizabeth Novack, Ph.D.  
Superintendent and Secretary to the  
Board of Trustees

**LIST OF PREVIOUS TENTATIVE AGREEMENTS  
BETWEEN DISTRICT AND ASFSCME**

**ATTACHMENT "A"**

<b>UNION PROPOSALS (TAs)</b>	<b>DISTRICT PROPOSALS (TAs)</b>
4/11/12 4.3.2 <b>TA</b> Step 2 grievance "or representative present."	
4/11/12 4.2.4.3 <b>TA</b> AAA "labor" dispute and arbitrator rules in 30 "calendar" days.	
4/11/12 4.3.4.7 <b>TA</b> Reference AAA "expedited labor arbitration rules."	
4/11/12 6.3 <b>TA</b> Transfer without decrease "or increase" in salary rate.	
4/11/12 9.4 <b>TA</b> Add "during the term" re no lockout.	
4/11/12 11.11 <b>TA</b> Delete the first paragraph.	
4/11/12 13.5.9 <b>TA</b> Replace "Board" with "District."	
4/16/12 4.3.4.6 <b>TA</b> Add "misapplication misinterpretation."	
4/16/12 5.8.1 <b>TA</b> Delete reference to Ed. Code 45128.	
5/18/12 5.10 <b>TA</b> re clarification.	
6/25/12 4.2.5 <b>TA</b> to allow union to withdraw grievance.	
7/10/12 4.2.5 <b>TA</b> Drop grievance is "withdrawn."	
7/18/12 <b>MOU</b> re bilingual pay (in lieu of modifying 11.11).	
	7/30/12 15.12 <b>TA</b> Mountain trips shall not be charged against equalization hours.

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
SEQUESTRATION UNDER THE BUDGET CONTROL ACT OF 2011**

**RESOLUTION NO. 2012/13-BOT-03**

On the motion of Trustee \_\_\_\_\_ and duly seconded, the following resolution was adopted by a roll vote:

**WHEREAS**, a world class public education is essential for the future success of our nation and today's schoolchildren; and

**WHEREAS**, the Budget Control Act of 2011 includes a provision to impose \$1.2 trillion in across-the-board budget cuts to almost all federal programs including education that would become effective January 2, 2013; and

**WHEREAS**, these across-the-board budget cuts would impact school districts during the 2013-14 school year, with the exception of the Impact Aid program, with which a reduction would become effective this school year; and

**WHEREAS**, these across-the-board budget cuts, also known as sequestration, would impact education by a reduction in funds of 8.2 percent or more, which would result in a loss of approximately 1.8 million dollars to Anaheim Union High School District, and could result in further reduction of programs and services to our students; and

**WHEREAS**, sequestration would impact almost every public school in the nation and the millions of students educated through programs such as Title I grants for disadvantaged students, the Individuals With Disabilities Education Act (IDEA), English Language Acquisition, Career and Technical Education, 21<sup>st</sup> Century Community Learning Centers, and more; and

**WHEREAS**, Anaheim Union High School District, as well as other public schools, would be impacted nationwide by an estimated \$2.7 billion loss from just three programs alone – Title I grants, IDEA special education state grants and Head Start – that serve a combined 30.7 million children; and

**WHEREAS**, federal funding for K-12 programs was already reduced by more than \$835 million in Fiscal Year 2011, and state and local funding for education continues to be impacted by budget cuts and lower local property tax revenues; and

**WHEREAS**, states and local governments have very limited capacity to absorb further budget cuts from sequestration, as Anaheim Union High School District has already implemented cuts commensurate to state and local budget conditions; and now therefore be it

**RESOLVED** that the Anaheim Union High School District urges Congress and the Administration to amend the Budget Control Act to mitigate the drastic cuts to education that would affect our students and communities, and to protect education as an investment critical to economic stability and American competitiveness.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees approves

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on December 6, 2012, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA     )  
  )  
  ) SS  
  )  
COUNTY OF ORANGE     )

I, Elizabeth I. Novack, Superintendent of the Anaheim Union High School District, Orange County, California, and Secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 6<sup>th</sup> day of December 2012, and passed by a roll call vote of all members of said Board of Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6<sup>th</sup> day of December 2012.

\_\_\_\_\_  
Elizabeth I. Novack, Ph.D.  
Superintendent and  
Secretary to the Board of Trustees

2012-2013

1 AGREEMENT BETWEEN  
2 NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM  
3 AND THE  
4 ANAHEIM UNION HIGH SCHOOL DISTRICT  
5 FOR  
6 CAREER GUIDANCE SPECIALIST PERSONNEL  
7

8 THIS AGREEMENT, made and entered into effective the 17<sup>th</sup> day of October, 2012,  
9 by and between the Anaheim Union High School District of Orange County, with principal  
10 offices located at 501 Crescent Way, Anaheim, California 92803, hereinafter referred to as  
11 the DISTRICT and the North Orange County Regional Occupational Program with principal  
12 offices located at 385 N. Muller St., Anaheim, California 92801, hereinafter referred to as  
13 PROGRAM.  
14

15 WITNESSETH:

16 NOW, THEREFORE, the DISTRICT agrees to provide district personnel as  
17 requested by PROGRAM to service programs maintained by PROGRAM in the DISTRICT  
18 as follows:  
19

- 20 I. THE FOLLOWING district personnel assigned to the PROGRAM career  
21 guidance specialist program and the proportion time to be spent by each  
22 employee on such programs is expressed as a percentage of the full-time  
23 equivalent position: (Salaries as stated are based on current annual income  
24 and reflect approximate amounts to be reimbursed.)  
25  
26  
27  
28

1 II. TERMS OF THE AGREEMENT. In consideration of the furnishing of the services  
2 by district personnel as stated herein, the DISTRICT shall be reimbursed by  
3 PROGRAM for the total cost of providing such services, calculated as follows:

4 A. The percentage of full-time positions in Paragraph 1 multiplied by the actual  
5 salaries paid to the personnel in Paragraph 1.

6 B. Fringe benefits will be calculated by multiplying the total amount of all fringe  
7 benefit costs by the same percentage for full-time positions listed in  
8 Paragraph 1.

9 III. MILEAGE will be reimbursed by PROGRAM at the current PROGRAM mileage rate,  
10 directly to the DISTRICT employee, when the DISTRICT employee uses his/her  
11 automobile as a part of the services provided in the Agreement and provides  
12 mileage records subject to PROGRAM administrative review and PROGRAM policy  
13 and procedures.

14 IV. REIMBURSEMENT by PROGRAM will be made to the DISTRICT within thirty (30)  
15 days upon issuance of a monthly invoice commencing the month of September.

16 V. THE CAREER GUIDANCE SPECIALIST will be assigned to full-time career  
17 guidance functions as determined by the DISTRICT, PROGRAM, and the district  
18 school campus to which the employee is regularly assigned. North Orange County  
19 Regional Occupational Program will provide to the district superintendent and high  
20 school principal a statement of performance objectives for each career guidance  
21 specialist within their district, which will be part of the evaluation process.  
22  
23  
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1 VI. PROGRAM SHALL INDEMNIFY THE DISTRICT against and hold it harmless from  
2 any and all cost, loss, and expense incurred by the DISTRICT as a result of any  
3 industrial injury or death sustained by any district employee while assigned to  
4 PROGRAM under this Agreement. PROGRAM will further hold the DISTRICT  
5 harmless from all alleged losses, claims, damages, or injuries sustained by pupils,  
6 or third persons from alleged negligent acts or omissions of employee(s) while  
7 engaged in the performance of duties for PROGRAM.

8 VII. TERMS OF THIS AGREEMENT will be effective for the period July 1, 2012 through  
9 July 30, 2013, unless terminated by either party.

10 VIII. TERMINATION. This Agreement may be terminated by either party by giving thirty  
11 (30) days written notice of cancellation.

12  
13 IN WITNESS THEREOF, the parties have caused this Agreement to be executed  
14 effective the day and year first written above.

15 ANAHEIM UNION HIGH  
16 SCHOOL DISTRICT

17 \_\_\_\_\_  
18 Dianne Poore  
19 Assistant Superintendent  
20 Business Services

21 Date \_\_\_\_\_

NORTH ORANGE COUNTY  
REGIONAL OCCUPATIONAL PROGRAM

22 

23 \_\_\_\_\_  
24 Howard Burkett  
25 Assistant Superintendent  
26 Administrative Services

27 Date: October 17, 2012

## 2012-2013 CAREER GUIDANCE SPECIALIST PERSONNEL

<u>NAME</u>	<u>ANNUAL SALARY</u>	<u>FRINGE BENEFITS</u>	<u>TOTAL</u>	<u>% TO BE REIMBURSED</u>	<u>ESTIMATED AMOUNT TO BE REIMBURSED</u>
Gracie Montes Anaheim High School	104,952.00	\$28,334.44	133,286.44	66.66%	88,848.74
Amanda Bean Savanna High School	94,937.00	\$27,069.54	122,006.54	66.66%	81,329.56
Elizabeth Cardenas* Western High School	82,718.00	\$34,600.45	117,318.45	66.66%	78,204.48
Diane Kuramoto Katella High School	94,937.00	\$27,069.54	122,006.54	66.66%	81,329.56
Anita Gaston Cypress High School	82,718.00	\$25,526.28	108,244.28	66.66%	72,155.64
Adrienne Gibson-Cross Magnolia High School	94,937.00	\$27,070.00	122,007.00	66.66%	81,329.87
Van Parker Kennedy High School	94,937.00	\$27,069.54	122,006.54	66.66%	81,329.56
Annel Widger Loara High School	94,937.00	\$27,069.54	122,006.54	66.66%	81,329.56
Brian Bannon Gilbert South Polaris Day School Polaris Home & Independent Studies	94,937.00	\$27,069.54	122,006.54	100.00%	122,006.54
<b>TOTAL BILLING</b>					<b>767,863.50</b>

The salary amounts are the 2012-2013 contracted amount minus 2 furlough days. It should be noted that the actual amount may be less if further furlough days are agreed upon due to the State funding uncertainty.

\* Pays into PERS                      10/4/2012

REVERSE LINK INSTRUCTION AGREEMENT

BETWEEN THE

ANAHEIM UNION HIGH SCHOOL DISTRICT

AND THE

NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM

THIS LINK AGREEMENT, for contracted instruction, entered into the 17th day of October 2012, and effective the 1st day of July 2012, by and between the North Orange County Regional Occupational Program, a JPA, with principal offices at 385 N. Muller St. Anaheim, California 92801, hereinafter referred to as PROGRAM, and the Anaheim Union High School District of Orange County, with principal offices at 501 Crescent Way, Anaheim, California 92803, hereinafter referred to as the DISTRICT.

WITNESSETH:

NOW, THEREFORE, the PROGRAM hereby agrees to provide appropriately credentialed PROGRAM personnel as requested by DISTRICT to service instructional programs maintained by the DISTRICT in the District as follows:

- I. THE FOLLOWING credentialed PROGRAM instructional personnel are hereby assigned to DISTRICT programs/classes and the proportion of time to be spent by each appropriately credentialed instructional employee on such programs/classes is expressed as a percentage of the full-time equivalent position (salaries as stated are based on current annual approved salaried income and reflect approximate amounts to be reimbursed):

SEE ADDENDUM

1 II. TERMS OF THE AGREEMENT: In consideration of the furnishing of the services  
2 for contracted instruction by the designated appropriately credentialed PROGRAM  
3 instructional personnel as stated herein, PROGRAM shall be reimbursed by the  
4 DISTRICT for the cost of providing such services, calculated as follows:

5 A. THE PERCENTAGE of full-time positions specified in paragraph I multiplied by  
6 the actual salaries paid to such personnel stated in paragraph I.

7  
8 B. ALL APPLICABLE FRINGE BENEFIT COSTS attributed to the percentage of  
9 instructional salaries to be reimbursed including, but not limited to, annuity fund  
10 and insurance paid by PROGRAM for said salaries.

11 C. SUBSTITUTES: PROGRAM, with the DISTRICT'S acquiescence, shall provide  
12 appropriately credentialed substitute teachers during the contract period.  
13 DISTRICT may, at its option, provide appropriately credentialed substitute  
14 instructors when in the best interest of the DISTRICT. The applicable salary  
15 paid to said substitute instructor provided by the DISTRICT will be deducted  
16 from the amount to be reimbursed to PROGRAM.  
17

18 III. REIMBURSEMENT BY THE DISTRICT for PROGRAM provided LINK instruction  
19 will be made to PROGRAM within thirty (30) days upon issuance of an invoice in  
20 arrears by PROGRAM during the months of December and June.

21 IV. TO THE EXTENT of the insurance coverage specified in this paragraph, the  
22 DISTRICT agrees to and does hereby indemnify and hold harmless PROGRAM, its  
23 officers, agents, and employees from liability, loss, damage, or expenses which may  
24 be incurred by reason of liability for damages for: (1) death or bodily injury to  
25 persons; (2) injury to, loss, or theft of property; or (3) other loss, damage, or  
26 expense arising under either aforesaid item (1) or (2), sustained by the DISTRICT,  
27  
28

1 its students participating in laboratory learning experiences, or by any person(s)  
2 employed by the DISTRICT in connection with the facilities which are the subject of  
3 this Agreement, except for liability resulting from the sole negligence or willful  
4 misconduct of PROGRAM, or its officers, employees, agents, or independent  
5 contractors who are directly employed by PROGRAM; and any injury to or death of  
6 persons or damage to property caused by any act, neglect, default, or omission of  
7 the DISTRICT, its employees, or students. DISTRICT shall provide during the life of  
8 this Agreement certificates of primary general liability damage and property damage  
9 insurance naming PROGRAM as "ADDITIONAL NAMED INSURED" and shall hold  
10 harmless PROGRAM to the extent of Two Million Dollars (\$2,000,000).

11 V. PERSONNEL DUTIES: The contracted PROGRAM personnel will provide to the  
12 DISTRICT the following services:

- 13
- 14 A. To provide instruction in designated DISTRICT classes in compliance with  
15 DISTRICT instructional policies, procedures, curriculum, and class schedule.
  - 16 B. The instructor will work under the direct supervision of designated DISTRICT  
17 supervisor for the portion of time assigned for DISTRICT instruction.
  - 18 C. The instructor will be responsible for:
    - 19 1) Effective teaching-learning environment
    - 20 2) Enrollment and student attendance
    - 21 3) Certification and placement of students
    - 22 4) Effective communication with campus and DISTRICT staff

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24 VI. TERMS OF THIS AGREEMENT will be effective for the period July 1, 2012, through  
25 June 30, 2013, unless terminated by either party.

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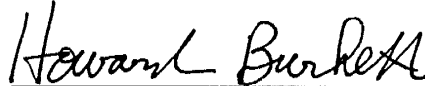
VII. TERMINATION: This Agreement may be terminated by either party by giving thirty (30) days written notice of cancellation.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed effective the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT

NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM

\_\_\_\_\_  
Dianne Poore  
Assistant Superintendent  
Business Services

  
Howard Burkett  
Assistant Superintendent  
Administrative Services

Date \_\_\_\_\_

Date October 17, 2012

ANAHEIM UNION HIGH SCHOOL DISTRICT

2012-2013 REVERSE LINK INSTRUCTION

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<b>NAME</b>	<b>ANNUAL SALARY</b>	<b>FRINGE BENEFITS</b>	<b>TOTAL</b>	<b>% TO BE REIMBURSED</b>	<b>AMT TO BE REIMBURSED</b>
Jeremy Cates	\$44,270	\$25,963	\$70,233	20%	\$14,047
Saul Garcia	\$45,410	\$26,113	\$71,523	20%	\$14,305
John Puckett	\$56,650	\$27,585	\$84,235	20%	\$16,847
Casey Vesque	\$46,540	\$26,280	\$72,801	20%	\$14,560
<b>Approximate Amount to be Reimbursed</b>					<b>\$59,759</b>

**THIRD  
AMENDMENT TO THE AGREEMENT  
BETWEEN THE  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
PUBLIC ECONOMICS, INC.**

This Amendment Agreement is made and entered into this 7<sup>th</sup> day of December, 2012 (“Effective Date”), by and between the **Anaheim Union High School District**, 501 Crescent Way, Anaheim, California 92803 (“District”), and **Public Economics, Inc.**, 134 S Glassell St, Suite A, Orange, California 92866 (“Consultant”), for special services and advice for financial, economic, facilities and administrative matters such as Redevelopment Area (RDA) pass through entitlements, and update RDA audits.

WHEREAS, the District and Consultant entered into an agreement on July 1, 2009, setting forth the terms and conditions under which the Consultant would perform professional consulting services (“Agreement”), in connection with the District’s need for special services and advice for financial, economic, facilities and administrative matters such as Redevelopment Area (RDA) pass through entitlements, and update RDA audits. (“Project” or “Projects”);

WHEREAS, the District and Consultant subsequently agreed to amend the Agreement by vote of the Board of Trustees on December 9, 2010 and June 23, 2011;

WHEREAS, the term of the Agreement was extended until June 30, 2012;

WHEREAS, the scope of services under the Agreement have expanded due to additional Projects;

WHEREAS, the District and Consultant desire to amend the Agreement;

NOW, THEREFORE, District and Consultant hereby agree to modify the Agreement with the following:

1. The term of this Agreement shall be extended until June 30, 2014. Neither District nor Consultant shall have any obligations to the other after June 30, 2014, unless specified in writing between the firms.
2. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF, this Amendment Agreement entered into as of the day and year first written above.

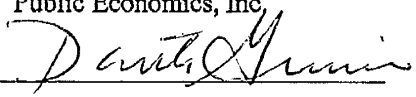
DISTRICT

Anaheim Union High School District

\_\_\_\_\_  
Dianne Poore  
Assistant Superintendent, Business

CONSULTANT

Public Economics, Inc.

  
\_\_\_\_\_  
Dante Gumucio  
Chief Executive Officer



Bid 2012-15

**CHANGE ORDER NO.1**

(Additive)

PROJECT: Bid #2012-15 Magnolia High School Drainage & Landscape ImprovementsTO: C.S. Legacy Construction

You are hereby directed to provide the extra work necessary to comply with this Change Order.

## DESCRIPTION OF CHANGE:

Work Order #001 – Lump Sum \$8,914.93

Work Order #002 – Lump Sum \$0

Work Order #003 – Lump Sum (\$8,914.93)

## COST (This cost shall not be exceeded.):

Original contract price:	\$1,427,100
Change Order amount:	\$0
New contract price:	\$1,427,100

## TIME FOR COMPLETION:

Original completion date:	11/5/2012
Time for completion of Change Order:	16 calendar days
New completion date:	11/21/2012

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

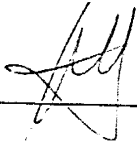
No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

Bid 2012-15

CONTRACTOR

By:   
Signature

Gregg Strumpf  
Print Name

President  
Title

11-28-12  
Date

DISTRICT

By:   
Signature

Dianne Poore  
Print Name

Superintendent, Business  
Title

11-28-12  
Date



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505 Fax: 714.520.5741

Project Name: Magnolia HS Drainage and  
 Landscaping Improvements  
 Project Number: 2012-15

P.O. #G64A0020

DSA #: n/a

## Work Order

To: C.S. Legacy Construction, Inc.  
 13263 Yorba Ave.  
 Chino, CA 91710

Work Order # 001

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

0001 PCO #2 \$8,914.93

Not Valid until signed by the Owner.

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

### COST:

- Lump Sum \$8,914.93  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with contract unit prices

### TIME:

- No Change  Impact unknown at this time  Impact to contract completion date is estimated at \_\_\_\_\_ days
- Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. \_\_\_\_\_ days \_\_\_\_\_)
- The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business	<i>Patricia Neely</i>	10/23/12
AUHSD Patricia Neely	<i>Patricia Neely</i>	9/27/12
Contractor	<i>[Signature]</i>	9/27/12
Architect	<i>[Signature]</i>	9/21/12
Project Manager	<i>[Signature]</i>	9/24/12
IOR	<i>[Signature]</i>	9/24/12

p highschooIs:201215/workorder

W/O # 001



Extra Work Proposal      PCO #2      Date of Work      8/15/2012

Project: Magnolia H.S.

Description: Remove/Replace additional 2000 S.F of concrete and asphalt Labor  
Asphalt on Native (no Base)

Name:	Description	Hours	Rate	Total
				0
				0
				0
	Foreman	4	65	260
	Labor	0	58	0
	Operator	0	65	0
				0
				0
<b>Subtotal Labor</b>				260

~~260~~

**Equipment**

Type	Description	Hours	Rate	Total
				0
Backhoe		0	125	0
Pickup		0	40	0
		0	0	0
				0
<b>Subtotal Equipment</b>				0

0

**Materials**

Description	Qty	Unit	Total
So cal	1	2,666.67	2666.67
Hardy & Harper	1	5740	5740
			0
			0
			0
<b>Subtotal Materials</b>			8406.67

8406.67

	Rate	Amount	Total
Subcontractor Markup	0.05	0	\$ 420.00
Markup Materials	0.15	8406.67	\$ 1,261.00
Markup Equipment	0.15	0	\$ -
Markup Labor	0.15	260	\$ 39.00
Bond	1% 0.01	\$ 8,914.93	\$ 89.15
<b>Subtotal Total Cost</b>			\$ 10,166.00

8,826.67

88.26

\$ 10,166.00

8,914.93

Total Cost

Agency Representative      Date      Contractors Representative      Date

\$ 8,914.93

W/O #001



Facilities Planning, Design and Construction, 501 Crescent Way, Anaheim, California 92803-5741

# Change Order Proposal

**Project Name:** Magnolia HS Drainage and Landscaping Improvements  
**Project No.:** 2012-15

**School:** Magnolia HS  
**DSA Application No.:** n/a

**Architect:** NB Consulting Engineers, Inc. **COP No.:** 2  
**Project Manager:** AUHSD **Date:** 8/31/2012  
**Contractor:** C.S. Legacy Construction, Inc. **Reference RFIs:** \_\_\_\_\_  
**Reference RFP / Bulletin No.:** \_\_\_\_\_

**DESCRIPTION:** Removal & Addition of 2000 S.F. concrete asphalt - regrade, place asphalt

**Subcontractor Costs** (used when work is subcontracted)

Subcontractor	Description	Material	Labor	Totals
So Cal	Sawcut, Demolish and Removal of Additional 2000 Square Feet of Asphalt Concrete (15% mark up)	\$1,292.04	\$1,026.80	\$2,318.84
Hardy & Harper, Inc.	2000 Square Feet Asphalt Concrete			\$5,740.00

**Subtotals** \$8,058.84  
**Subcontractor OH and Profit (10%)**

**Subcontractor Subtotal**  
**Contractor OH and Profit (5%)** \$420.00  
**Contractor/Subcontractor Subtotal**  
**Contractor Bond (1%)** \$88.26  
**Subcontractor Total + Contractor Mark-ups** \$347.83  
**\$8,914.93**

**Contractor Costs** (used when work is self-performed)

Contractor	Description	Material	Labor	Totals

**Subtotals**  
**Contractor OH and Profit (15%)**

**Contractor totals**  
**Contractor Bond (1%)**  
**TOTAL COSTS FOR COP No. 2**

**Contractor Time**

**TOTAL TIME FOR COP No. \_\_\_\_\_ days**

**Contractor:** C.S. Legacy Construction, Inc.  
**Submitted by:**

**Date:** 11.28.12



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505 Fax: 714.520.5741

**Project Name: Magnolia HS Drainage and Landscaping Improvements**  
**Project Number: 2012-15**

**P.O. # G64A0020**

**DSA #: n/a**

## Work Order

To: *C.S. Legacy Construction, Inc.*  
 13263 Yorba Ave.  
 Chino, CA 91710

Work Order # 002

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

0001 PCO #7 \$2,719.82  
 0002 PCO #8 \$1,285.20

0003 Delete approximately 257' of chain link fence and post on the North and South side of walls. (-\$4,005.02)

Not Valid until signed by the Owner.

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, an the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

**COST:**

- Lump Sum \$,00  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with contract unit prices

**TIME:**

- No Change  Impact unknown at this time  Impact to contract completion date is estimated at \_\_\_\_\_ days
  - Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. \_\_\_\_\_ days \_\_\_\_\_)
- The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business	<i>W. Lane Poore</i>	10/23/12
AUHSD Patricia Neely	<i>Patricia Neely</i>	10/17/12
Contractor	<i>W. King</i>	9/28/12
Architect	<i>Spring</i>	9/28/12
Project Manager	<i>Patricia Neely</i>	10-11/12
IOR	<i>Carl Dean</i>	9/28/12

W/O #002  
9.27.2012



Extra Work Proposal PCO #7 Date of Work 9/18/2012

Project: Magnolia H.S.

Description: Change from 3.5' fence to 5' fence atop of wall

Labor

Name:	Description	Hours	Rate	Total
				0
				0
				0
	Foreman	0	65	0
	Labor	0	58	0
	Operator	0	65	0
				0
				0
<b>Subtotal Labor</b>				<u>0</u>

Equipment

Type	Description	Hours	Rate	Total
				0
Backhoe		0	125	0
Pickup		0	40	0
Dump Truck		0	100	0
				0
<b>Subtotal Equipment</b>				<u>0</u>

Materials

Description	Qty	Unit	Total
Econo Fence	1	2,359.51	2359.51
	0		0
	0	4000	0
			0
<b>Subtotal Materials</b>			<u>2359.51</u>

	Rate	Amount	Total
<b>Subcontractor Markup</b>	0.05	2539.51	\$ 126.98
<b>Markup Materials</b>	0.15	0	\$ -
<b>Markup Equipment</b>	0.15	0	\$ -
<b>Markup Labor</b>	0.15	0	\$ -
<b>Bond</b>	0.02	\$ 2,666.49	\$ 53.33
<b>Subtotal Total Cost</b>		<u>\$ 2,719.82</u>	
<b>Total Cost</b>			<b>\$ 2,719.82</b>

Agency Representative \_\_\_\_\_ Date \_\_\_\_\_ Contractors Representative \_\_\_\_\_ Date \_\_\_\_\_

2B  
A of 12

W/O # 002



# Change Order Proposal

School: Magnolia HS

Project Name: Magnolia HS Drainage and Landscaping Improvements  
Project No.: 2012-15

DSA Application No.: n/a

Architect: NB Consulting Engineers, Inc.  
Project Manager: AUHSD  
Contractor: C.S. Legacy Construction, Inc.

COP No.: 7  
Date: 9/18/2012  
Reference RFIs: \_\_\_\_\_  
Reference RFP / Bulletin No.: \_\_\_\_\_

DESCRIPTION: Change from 3.5' fence to 5' fence

**Subcontractor Costs** *(used when work is subcontracted)*

Subcontractor	Description	Material	Labor	Totals
Econo				\$ 2,360
Subtotals				\$ 2,360
Subcontractor OH and Profit (10%)				\$ -
<b>Subcontractor Subtotal</b>				<b>2,360</b>
Contractor OH and Profit (5%)				\$ 118
<b>Contractor/Subcontractor Subtotal</b>				<b>2,478</b>
Contractor Bond (1%)				25
<b>Subcontractor Total + Contractor Mark-ups</b>				<b>\$ 2,503</b>

~~2,359.51~~

~~2,359.51~~

~~117.98~~

**Contractor Costs** *(used when work is self-performed)*

Contractor	Description	Material	Labor	Totals
C.S. Legacy			217.33	
Subtotals				217.33
Contractor OH and Profit (15%)				

Contractor totals  
 Contractor Bond (1%) \$ 0  
**TOTAL COSTS FOR COP No. \_\_\_\_\_ \$ 2,503**

~~2,719.87~~

Contractor Time

TOTAL TIME FOR COP No. \_\_\_\_\_ days

Contractor: C.S. Legacy Construction, Inc.  
Submitted by \_\_\_\_\_

Date 12/14/12

2A



W/O #002  
9-27-12



Extra Work Proposal PCO #8 Date of Work 9/19/2012

**Project:** Magnolia H.S.

**Description:** Added Temp Fencing

**Labor**

Name:	Description	Hours	Rate	Total
				0
				0
				0
	Foreman	0	65	0
	Labor	0	58	0
	Operator	0	65	0
				0
				0
<b>Subtotal Labor</b>				0

**Equipment**

Type	Description	Hours	Rate	Total
				0
Backhoe		0	125	0
Pickup		0	40	0
Dump Truck		0	100	0
				0
<b>Subtotal Equipment</b>				0

**Materials**

Description	Qty	Unit	Total
2 months	2	600.00	1200
	0		0
	0	0	0
			0
			0
<b>Subtotal Materials</b>			1200

	Rate	Amount	Total
<b>Subcontractor Markup</b>	0.05	1200	\$ 60.00
<b>Markup Materials</b>	0.15	0	\$ -
<b>Markup Equipment</b>	0.15	0	\$ -
<b>Markup Labor</b>	0.15	0	\$ -
<b>Bond</b>	0.02	\$ 1,260.00	\$ 25.20
<b>Subtotal Total Cost</b>		\$ 1,285.20	

**Total Cost** \$ 1,285.20

Agency Representative Date Contractors Representative Date

W/O #002

Facilities Planning, Design and Construction, 501 Crescent Way, Anaheim, California 92803-5741



# Change Order Proposal

School: Magnolia HS

Project Name: Magnolia HS Drainage and Landscaping Improvements  
Project No.: 2012-15

DSA Application No.: n/a

Architect: NB Consulting Engineers, Inc.  
Project Manager: AUHSD  
Contractor: C.S. Legacy Construction, Inc.

COP No.: 8  
Date: 9/18/2012  
Reference RFIs: \_\_\_\_\_  
Reference RFP / Bulletin No.: \_\_\_\_\_

DESCRIPTION: Added Temp Fencing

Subcontractor Costs (used when work is subcontracted)

Subcontractor	Description	Material	Labor	Totals
Renta fence				\$ 1,200
Subtotals				\$ 1,200
Subcontractor OH and Profit (10%)				\$ -
<b>Subcontractor Subtotal</b>				
Contractor OH and Profit (5%)				\$ 60
<b>Contractor/Subcontractor Subtotal</b>				
Contractor Bond (1%)				12.60
<b>Subcontractor Total + Contractor Mark-ups</b>				\$ 1,273

Contractor Costs (used when work is self-performed)

Contractor	Description	Material	Labor	Totals
Subtotals				
Contractor OH and Profit (15%)				
<b>Contractor totals</b>				
Contractor Bond (1%)				
<b>TOTAL COSTS FOR COP No. 8</b>				\$ <del>1,273</del> <sup>1,285.20</sup>

Contractor Time

TOTAL TIME FOR COP No. 8 days

Contractor: C.S. Legacy Construction, Inc.  
Submitted by [Signature]

Date 10/14/12

SA



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505 Fax: 714.520.5741

*Learning With Purpose: College and Career Ready*

**Project Name: Magnolia HS Drainage and Landscaping Improvements**  
**Project Number: 2012-15**

**P.O. # G64A0020**

**DSA #: n/a**

## Work Order

To: *C.S. Legacy Construction, Inc.*  
 13263 Yorba Ave.  
 Chino, CA 91710

Work Order # 003

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

- 01 Provide credit for mow curb per SK-1, dated 11-27-12
- 02 Provide credit per RFI #5 – see attachments A,B,C & D
- 03 Additional seal coat at quad per SK-2, dated 11-16-12
- 04 Additional demolition and installation of new concrete between Science bldg. and bldg. 501-504 per SK-3, dated 11-16-12 1,280 sq. ft. concrete
- 05 Back-charge for fiber damage at quad per SK-5 & 6, dated 7-19-12
- 06 Provide credit for back flow cage at quad per RFI #4 – see attachments E & F
- 07 Provide credit for re-seed or sod per "Summary of Work" #47 & 52
- 08 Provide credit for demo & concrete replacement not performed at storm drain installation per SK-7, dated 11-27-12
- 09 Non-compensable time extension to November 21, 2012.

Not Valid until signed by the Owner.

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

**COST:**

- Lump Sum (\$8,914.93)  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with contract unit prices

**TIME:**

- No Change  Impact unknown at this time  Impact to contract completion date is estimated at 16 days
  - Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. \_\_\_\_\_ days \_\_\_\_\_)
- The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work.
- These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business	<i>[Signature]</i>	11/28/12
AUHSD Patricia Neely	<i>[Signature]</i>	11/28/12
Contractor	<i>[Signature]</i>	11-28-12
Architect <i>Engineer</i>	<i>[Signature]</i>	11-28-12
Project Manager	<i>[Signature]</i>	11-28-12
IOR	<i>[Signature]</i>	11/28/12

11/28/2012



# Change Order Proposal

School: Magnolia HS

Project Name: Magnolia HS Drainage and Landscaping Improvements  
 Project No.: 2012-15

DSA Application No.: n/a

Architect: NB Consulting Engineers, Inc.  
 Project Manager: AUHSD  
 Contractor: C.S. Legacy Construction, Inc.

COP No.: 10  
 Date: 11/27/2012  
 Reference RFIs: \_\_\_\_\_  
 Reference RFP / Bulletin No.: \_\_\_\_\_

**DESCRIPTION:** *(Contractor to provide detailed narrative of Change Order Proposal work, attach additional pages as required)*

**Subcontractor Costs** *(used when work is subcontracted)*

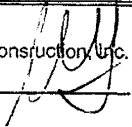
Subcontractor	Description	Material	Labor	Totals
Subtotals				
	Subcontractor OH and Profit (10%)			
		Subcontractor Subtotal \$		-
		Contractor OH and Profit (5%)		
		Contractor/Subcontractor Subtotal		
		Contractor Bond (1%)		
		Subcontractor Total + Contractor Mark-ups \$		-

**Contractor Costs** *(used when work is self-performed)*

Contractor	Description	Material	Labor	Totals
01	Provide credit for mow curb per SK-1, dated 11-27-12			
02	Provide credit per RFI #5 - see attachments A,B,C & D			
03	Additional seal coat at quad per SK-2, dated 11-16-12			
04	Additional demolition and installation of new concrete between Science bldg. and bldg. 501-504 per SK-3, dated 11-16-12 1,280 sq. ft. concrete			
05	Back-charge for fiber damage at quad per SK-5 & 6, dated 7-19-12			
06	Provide credit for back flow cage at quad per RFI #4 - see attachments E & F			
07	Provide credit for re-seed or sod per "Summary of Work" #47 & 52			
08	Provide credit for demo & concrete replacement not performed at storm drain installation per SK-7, dated 11-27-12			
09	Non-compensable time extension to November 21, 2012.			
Subtotals				
	Contractor OH and Profit (15%)			-\$8,914.93
		Contractor totals		
		Contractor Bond (1%)		
		TOTAL COSTS FOR COP No. _____		-\$8,914.93

**Contractor Time**

TOTAL TIME FOR COP No. \_\_\_\_\_

Contractor: C.S. Legacy Construction, Inc.  
 Submitted by: 

Date: 11-28-12

**Declaring Certain Furniture as Unusable, Obsolete, and/or  
Out-of-Date and Ready for Sale, or Destruction**

<b>Quantity</b>	<b>Description</b>
4	BOOK CASES
50	CHAIRS
1	COMPUTER CART
4	COMPUTER TABLES
4	COUCHES
1	EXECUTIVE DESK
6	FILE CABINETS
1	MEDIA CART
1	METAL CABINET
24	TABLES
3	TEACHER DESKS

**Declaring Certain Equipment as Unusable, Obsolete, and/or  
Out-of-Date and Ready for Sale, or Destruction**

<b>Quantity</b>	<b>Type of Equipment</b>
16	COMPUTERS
1	COPIER
2	DRY ERASE BOARDS
22	LAPTOPS
5	LCD PROJECTORS
4	MONITORS
6	PRINTERS
1	TELEPHONE 24-BUTTON
2	TELEVISIONS
7	WALKIE-TALKIES

**Declaring Certain Equipment (Auto Inventory) as Unusable,  
Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction**

<b>Quantity</b>	<b>Make</b>	<b>Vehicle ID#</b>
1	DODGE TRUCK	D31KT9S219014

**Declaring Certain Textbooks and Instructional Materials as Unusable, Obsolete  
and/or Out-of-Date, Damaged, and Ready for Sale, or Destruction**

Description*	Quantity	Publication Date	General Condition	Reason for Disposition	Compliant with Current Instructional Standards (Yes or No) **
<b>VARIOUS LIBRARY BOOKS</b>					
MISCELLANEOUS LIBRARY BOOKS	315	Outdated	Fair	Obsolete	No To be sold

\*Books have been viewed by the Education Division and deemed unusable, obsolete, and/or out-of-date, damaged, and ready for sale, or destruction.

\*\*If not sold, will be destroyed.

**ANAHEIM UHSD**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 12/06/2012

FROM 10/23/2012 TO 11/26/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G64A0083	DEVEREUX TEXAS TREATMENT CTR.	29,977.50	29,977.50	0119282518 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
G64A0084	BELINDA DUNNICK KARGE PH.D.	10,000.00	10,000.00	0119283039 5805	SYS/OTHER PUPIL / INSTRUCTIONAL PROF
G64A0085	BEACON DAY SCHOOL	116,153.05	116,153.05	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
G64A0086	BEACON DAY SCHOOL	141,571.20	141,571.20	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
G64A0087	CINNAMON HILLS YOUTH CRISIS CT	169,938.00	62,250.00	0119282518 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			107,688.00	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
G64A0088	INCLUSIVE EDUCATION AND COMMUN	22,680.00	22,680.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
G64A0089	VITAL LINK ORANGE COUNTY	10,000.00	10,000.00	0117393010 5805	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL PROF
G64A0090	ORANGE COUNTY PUBLIC SAFETY	55,999.00	55,999.00	0172172083 5810	SAFE SCHOOLS / NON-INSTRUCTIONAL PROF
G64A0091	THERAPEUTIC EDUCATION CENTERS	76,680.00	76,680.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
G64A0092	NEW HAVEN YOUTH AND FAMILY SRV	131,218.00	31,510.00	0119282518 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			99,708.00	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
G64A0093	DEVEREUX TEXAS TREATMENT CTR.	129,917.03	25,159.42	0119282518 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			104,757.61	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
G64A0094	WOODWARD ACADEMY	132,731.80	29,000.00	0119282518 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			103,731.80	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
G64A0095	RED ROCK CANYON SCHOOL	1,371.00	375.00	0119282518 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			996.00	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
G64A0096	LAW OFFICES OF KATHLEEN M LOYE	8,000.00	8,000.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
G64A0097	IMPERIAL COUNTY OFFICE OF EDUC	26,850.00	26,850.00	0117399021 5805	TITLE II IMPR TCHR QUAL - ED / INSTRUCTIONAL
G64A0099	THERAPEUTIC EDUCATION CENTERS	54,457.00	54,457.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
G64A0100	SOUTH COAST AIR QUALITY	169.49	169.49	0120230081 5880	ANAHEIM/GENERAL/MO / OTHER OPERATING
G64A0101	HERITAGE SCHOOL	397,452.60	315,327.60	0119282518 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			82,125.00	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
G64A0102	RED ROCK CANYON SCHOOL	915,330.00	188,250.00	0119282518 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			727,080.00	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT**  
BOARD OF TRUSTEES MEETING 12/06/2012

FROM 10/23/2012 TO 11/26/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G64A0103	KEENAN ASSOCIATES	6,500.00	6,500.00	6800680060 5811	WORKERS COMP/ENTERP / ADMIN FEE - WORKERS
G64A0104	BING HUANG (PARENT)	25,400.00	25,400.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
G64A0105	TOTAL COMPENSATION SYSTEMS INC	4,200.00	4,200.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL
G64A0106	DISCIPLINA POSITIVA	12,000.00	12,000.00	0120381110 5805	TITLE I - PARENTING / INSTRUCTIONAL PROF
G64A0107	LAW OFFICES OF MAUREEN GRAVES	3,000.00	3,000.00	0119283039 5850	SYS/OTHER PUPIL / JUDGEMENTS
G64A0108	BMR HEALTH SERVICES INC.	45,000.00	45,000.00	0119277019 5810	SPEECH & LANG/SE OTHER/SEV /
G64A0109	SCHOOL SERVICES OF CALIFORNIA	3,120.00	3,120.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL
G64C0109	FEDERAL TECHNOLOGY SOLUTIONS I	1,342.63	1,342.63	0122164581 5610	MA/DEF MAINT CATEG FLEX/M&O /
G64C0135	ACADEMIC INNOVATIONS	597.00	597.00	0120423010 5210	AN/PERFORM ARTS/PROD ACADEMY / TRAVEL
G64C0144	DIGITAL ELECTRIC	1,000.00	1,000.00	0124164585 6165	LO/DEF MAINT CATEG FLEX/M&O / SITE
G64C0153	J AND A FENCE	725.00	725.00	4522727485 6165	MAG/STANTON 2000/EAC ACQ / SITE
G64C0162	COLLINS BUSINESS EQUIPMENT	853.92	853.92	0119255511 4370	VISION/SE SEP CL/SEV / REPAIRS - EQUIPMENT
G64C0181	E.G. AIRE HEATING AND AIR COND	1,532.50	766.25	0120235081 5610	ANAHEIM/HVAC/MO / REPAIRS/MAINT - O/S
			766.25	0137235081 5610	SY/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
G64C0182	KNORR SYSTEMS	800.00	800.00	0127240081 5610	KE/POOL/MO / REPAIRS/MAINT - O/S SERVICES
G64C0183	KNORR SYSTEMS	1,756.04	1,756.04	0123240081 5610	SA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
G64C0184	CLASSIC PARTY RENTALS	2,336.18	2,336.18	0120000010 5620	ANAHEIM/INSTR / RENTALS/OPERATING LEASES
G64C0185	ALVARADO PAINTING, A	1,000.00	500.00	0124237081 5610	LOARA/PAINT/MO / REPAIRS/MAINT - O/S
			500.00	0137237081 5610	SY/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
G64C0186	CENTRAL PLUMBING CO. INC.	800.00	800.00	0128239081 5610	CY/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
G64C0187	CENTRAL PLUMBING CO. INC.	800.00	800.00	0142239081 5610	OXFORD/PLUMB/MO / REPAIRS/MAINT - O/S
G64C0188	DHK PLUMBING AND PIPING	9,450.60	9,450.60	0140239081 5610	SOUTH/PLUMB/MO / REPAIRS/MAINT - O/S
G64C0189	DHK PLUMBING AND PIPING	1,650.00	1,650.00	0120239081 5610	ANAHEIM/PLUMB/MO / REPAIRS/MAINT - O/S
G64C0191	ALVARADO PAINTING, A	400.00	400.00	0124237081 5610	LOARA/PAINT/MO / REPAIRS/MAINT - O/S



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G64C0192	C TECH CONSTRUCTION INC.	255.00	255.00	0122230081 5610	MA/GENERAL/MO / REPAIRS/MAINT - O/S
G64C0193	J AND A FENCE	2,500.00	2,500.00	0169232081 5610	TRIDENT/FENCES/MO / REPAIRS/MAINT - O/S
G64C0194	ALVARADO PAINTING, A	400.00	400.00	0120237081 5610	ANAHEIM/PAINT/MO / REPAIRS/MAINT - O/S
G64C0196	JOHNSON CONTROLS	2,200.00	2,200.00	0144235081 5610	LEX/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
G64C0197	COMMERCIAL AQUATIC SERVICES IN	120.43	120.43	0110240081 4355	MAINTENANCE/POOL/MO / MAINTENANCE
G64C0198	ICS SERVICE CO	1,500.00	1,500.00	0122231081 5610	MA/ELECTRIC/MO / REPAIRS/MAINT - O/S
G64C0199	SIMPLEXGRINNELL	4,500.00	4,500.00	0131231081 5610	BR/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES
G64C0201	GOLDEN STATE PAVING CO INC	1,250.00	1,250.00	0147238081 5610	HOPE/PAVING/MO / REPAIRS/MAINT - O/S
G64C0202	NEW HORIZONS CONTRACTING	1,000.00	1,000.00	0122230081 5610	MA/GENERAL/MO / REPAIRS/MAINT - O/S
G64C0203	RIV OR COUNTIES PUMP COMPANY I	3,071.11	3,071.11	0132222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
G64C0204	RIV OR COUNTIES PUMP COMPANY I	2,284.08	2,284.08	0138222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
G64C0205	MATCO TECH	1,071.86	1,071.86	0123230081 5610	SA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
G64C0206	BOBCAT OF CERRITOS INC.	991.70	991.70	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
G64C0207	CLASSIC PARTY RENTALS	2,366.60	2,366.60	0120000010 5620	ANAHEIM/INSTR / RENTALS/OPERATING LEASES
G64C0208	EZ LINE STRIPING CORPORATION	1,850.00	1,850.00	0169230081 5610	TRIDENT/GENERAL/MO / REPAIRS/MAINT - O/S
G64C0209	THYSSENKRUPP ELEVATOR	400.00	400.00	0137230081 5610	SY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
G64C0210	ICS SERVICE CO	1,000.00	1,000.00	0169231081 5610	TRIDENT/ELECTRIC/MO / REPAIRS/MAINT - O/S
G64C0211	ALVARADO PAINTING, A	800.00	800.00	0124237081 5610	LOARA/PAINT/MO / REPAIRS/MAINT - O/S
G64C0213	OFFICE DEPOT	543.06	543.06	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC
G64C0214	C TECH CONSTRUCTION INC.	290.00	290.00	0122230081 5610	MA/GENERAL/MO / REPAIRS/MAINT - O/S
G64C0215	NOVAVISION INC	387.13	387.13	0124140027 4320	LOARA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
G64C0216	CLASSIC PARTY RENTALS	1,535.59	1,535.59	0120000010 5620	ANAHEIM/INSTR / RENTALS/OPERATING LEASES
G64C0218	ECONOMY RENTALS INC	258.79	258.79	0138140027 4320	BALL/SCH ADM/SCH ADM / OTHER OFFICE/MISC
G64C0219	J AND A FENCE	2,500.00	2,500.00	0122232081 5610	MA/FENCE/MO / REPAIRS/MAINT - O/S SERVICES

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G64C0220	COMMERCIAL AQUATIC SERVICES IN	6,559.10	6,559.10	0127240081 5610	KE/POOL/MO / REPAIRS/MAINT - O/S SERVICES
G64C0223	SILVER STATE COACH INC	3,433.50	3,433.50	0120532010 5620	AN/GREAR UP/INSTR / RENTALS/OPERATING
G64C0224	ALVARADO PAINTING, A	600.00	600.00	0137237081 5610	SY/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
G64C0225	ALVARADO PAINTING, A	400.00	400.00	0124237081 5610	LOARA/PAINT/MO / REPAIRS/MAINT - O/S
G64C0227	HERK EDWARDS INC.	1,148.00	1,148.00	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
G64C0228	ALVARADO PAINTING, A	400.00	400.00	0125237081 5610	KA/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
G64C0229	ALVARADO PAINTING, A	400.00	400.00	0131237081 5610	BR/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
G64C0230	GIANNELLI ELECTRIC INC.	2,500.00	2,500.00	0121231081 5610	WESTERN/ELECTRIC/MO / REPAIRS/MAINT - O/S
G64C0250	STANISLAUS COUNTY OFFICE OF ED	215.00	215.00	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
G64R0529	FIVE STAR RUBBER STAMP INC	49.30	49.30	0122000033 4320	MA/ATTN / OTHER OFFICE/MISC SUPPLIES
G64R0530	ACSA REGION XVII	250.00	250.00	0102102071 5310	SUPT/BRD SUPT / DUES AND MEMBERSHIPS
G64R0531	OCDE	1,966.44	1,966.44	0172903510 4310	OCDE-TUPE GRANT COHORT F / INSTRUCTIONAL
G64R0532	CALCP	2,000.00	1,600.00	0117393021 5210	INSTR SVC/VEA-2B/SUPV INST / TRAVEL AND
			400.00	0153399021 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
G64R0533	CULVER NEWLIN INC	467.28	467.28	0119283039 4320	SYS/OTHER PUPIL / OTHER OFFICE/MISC SUPPLIES
G64R0534	FREESTYLE PHOTOGRAPHIC SUPPLIE	1,706.26	1,706.26	0127009010 4310	KE/PHOTO/INSTR / INSTRUCTIONAL MAIL &
G64R0535	OCDE	330.00	330.00	0137903510 5210	SY/OCDE-TUPE GRANT/INSTR / TRAVEL AND
G64R0536	KAGAN PROFESSIONAL	378.00	378.00	0132381010 5210	OR/ECIAI/INSTR / TRAVEL AND CONFERENCE
G64R0537	OCDE	400.00	400.00	0138381510 5210	BA/ECIA I-PROF DEV/INSTR / TRAVEL AND
G64R0538	COFFEE IMPORTERS	272.61	272.61	0153399010 4390	TITLE II IMPR TCHR QUAL - ED / MEETING
G64R0539	GRANT WRITING USA	650.00	650.00	0121381010 5210	WE/ECIA TITLE I/INSTRUCTI / TRAVEL AND
G64R0540	CHADD	365.00	365.00	0119283021 5210	SYS/SUPV INST / TRAVEL AND CONFERENCE
G64R0541	CADA CENTRAL	295.00	295.00	0132025040 5210	OR/ANCIL / TRAVEL AND CONFERENCE
G64R0542	IXL	725.00	725.00	0119283011 5880	SYS/INSTR / OTHER OPERATING EXPENSES

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G64R0543	SUPPLYMASTER	620.74	620.74	0144140027 4320	LEX/SCH ADM/SCH ADM / OTHER OFFICE/MISC
G64R0544	PAXTON PATTERSON	549.23	549.23	01444017010 4310	LEX/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
G64R0545	ONLINE STORES INC	725.70	725.70	0120000010 4310	ANAHEIM/INSTR / INSTRUCTIONAL MATL &
G64R0546	BLUE LABEL BATTERY INC	95.90	95.90	0128252011 4310	CY/MILD MODERATE/SE SEP CL/NSV /
G64R0547	STAPLES ADVANTAGE	158.89	158.89	0122381010 4310	MA/ECIA1/INSTR / INSTRUCTIONAL MATL &
G64R0548	CLARK SECURITY PRODUCTS	926.66	926.66	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
G64R0549	OCDE	344.80	344.80	0144140027 4320	LEX/SCH ADM/SCH ADM / OTHER OFFICE/MISC
G64R0550	K12 SOFTWARE	347.64	347.64	0135025040 4310	DALE/ANCIL / INSTRUCTIONAL MATL & SUPPLIES
G64R0551	STAPLES ADVANTAGE	103.57	103.57	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC
G64R0552	ANAHEIM FUTBOL CLUB	454.00	454.00	0100908000 8699	USE OF FACILITIES - ATHLETICS / ALL OTHER
G64R0553	ANAHEIM HIGH SCHOOL	1,800.00	1,800.00	0100908000 8699	USE OF FACILITIES - ATHLETICS / ALL OTHER
G64R0554	MAGNOLIA HIGH SCHOOL	2,700.00	2,700.00	0100908000 8699	USE OF FACILITIES - ATHLETICS / ALL OTHER
G64R0555	SOUTH JR.H.S. ASB	1,800.00	1,800.00	0100908000 8699	USE OF FACILITIES - ATHLETICS / ALL OTHER
G64R0556	RUDY'S SCREEN PRINTING	783.00	783.00	0168903510 4310	GI/OCDE-TUPE GRANT/INSTR / INSTRUCTIONAL
G64R0557	ACORN MEDIA	1,009.62	1,009.62	0140381010 4310	SOUTH/ECIA1/INSTR / INSTRUCTIONAL MATL &
G64R0558	TECH DEPOT	214.34	214.34	0140381010 4310	SOUTH/ECIA1/INSTR / INSTRUCTIONAL MATL &
G64R0559	SUPPLYMASTER	252.52	252.52	0128000033 4320	CY/ATTN / OTHER OFFICE/MISC SUPPLIES
G64R0560	HP DIRECT	1,836.80	1,836.80	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
G64R0561	BSN SPORTS	2,039.03	2,039.03	0144027010 4310	LEX/PHYS ED/INSTR / INSTRUCTIONAL MATL &
G64R0562	HP DIRECT	64.00	64.00	0120037010 4310	ANAHEIM/SOC SCI/INSTR / INSTRUCTIONAL MATL
G64R0563	BSN SPORTS	553.84	553.84	0132054040 4310	OR/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
G64R0564	CLT COMPUTER MWAVE.COM	199.64	199.64	0134140027 4320	WA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
G64R0565	SEHI COMPUTER PRODUCTS	243.59	243.59	0128000010 4310	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64R0566	SEHI COMPUTER PRODUCTS	87.89	87.89	0128261012 4310	SE RES SP(RSP)/SE RES SP/NSV / INSTRUCTIONAL

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G64R0567	BSN SPORTS	951.35	951.35	0137054040 4310	SY/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
G64R0569	CLASSIC PARTY RENTALS	4,421.38	4,421.38	0125000010 5620	KA/INSTR / RENTALS/OPERATING LEASES
G64R0570	LEONARD CHAIDEZ TREE SERVICE	3,360.00	3,360.00	0122222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
G64R0571	LEONARD CHAIDEZ TREE SERVICE	1,580.00	1,580.00	0122222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
G64R0572	FENN TERMITE AND PEST CONTROL	450.00	450.00	0140220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
G64R0573	ZONES	221.07	221.07	0119283039 4320	SYS/OTHER PUPIL / OTHER OFFICE/MISC SUPPLIES
G64R0574	CAL TRACK RECONDITIONING INC.	3,472.15	3,472.15	0124230081 5610	LOARA/GENERAL/MO / REPAIRS/MAINT - O/S
G64R0575	CULVER NEWLIN INC	452.10	452.10	0147257027 4320	SEVER HDCP/SCH ADM/SEV / OTHER OFFICE/MISC
G64R0576	OCDE	400.00	400.00	0125381010 4310	KA/ECIA/INSTR / INSTRUCTIONAL MATL &
G64R0577	STANISLAUS COUNTY OFFICE OF ED	447.00	447.00	0117393021 5210	INSTR SVC/VEA-2B/SUPV INST / TRAVEL AND
G64R0578	ADVANCED TRAINING SOLUTIONS	10,045.00	10,045.00	0119283039 5810	SYS/OTHER PUPIL / NON-INSTRUCTIONAL PROF
G64R0579	BARNES AND NOBLE	964.52	964.52	0135381010 4210	DALE/ECIA/INSTR / BOOKS AND REFERENCE
G64R0580	ASSOCIATION CAREER NETWORK	295.00	295.00	0105105072 5880	CLASS HR/GENL ADM / OTHER OPERATING
G64R0581	WRIGHT STUFF INC., THE	106.03	106.03	0119283034 4310	SYS/HEALTH SERVICES / INSTRUCTIONAL MATL &
G64R0582	MOORE MEDICAL CORP.	41.90	41.90	0119283134 4310	SYS/HEALTH / INSTRUCTIONAL MATL & SUPPLIES
G64R0584	OCDE	400.00	400.00	0120381021 5310	ANAHEIM/TITLE I/SUPV INSTR / DUES AND
G64R0585	NATIONAL ASSOCIATION OF	312.81	312.81	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
G64R0586	LINGUISYSTEMS INC	452.01	452.01	0119271519 4310	SPEECH & LANG/SE OTHER/NSEV /
G64R0587	NCS PEARSON INC.	2,960.75	2,960.75	0119271519 4310	SPEECH & LANG/SE OTHER/NSEV /
G64R0588	STAPLES ADVANTAGE	116.63	116.63	0119283039 4320	SYS/OTHER PUPIL / OTHER OFFICE/MISC SUPPLIES
G64R0589	OXFORD UNIVERSITY PRESS	182.07	182.07	0120456010 4210	ANAHEIM/EIALEP/INSTR / BOOKS AND REFERENCE
G64R0590	FOLLETT LIBRARY RESOURCES	1,458.89	1,458.89	0120456010 4210	ANAHEIM/EIALEP/INSTR / BOOKS AND REFERENCE
G64R0591	DYNAVOX SYSTEMS LLC	322.17	322.17	0119271519 4310	SPEECH & LANG/SE OTHER/NSEV /
G64R0592	GOGOODS.COM	366.18	366.18	0172172083 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES

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G64R0593	SOCIAL SIGNALS LLC	748.89	748.89	0119272511 4310	SYS/AUTISM/SE SEP CL/SEV / INSTRUCTIONAL
G64R0594	NCS PEARSON INC.	1,304.26	1,304.26	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
G64R0595	CULVER NEWLIN INC	174.29	174.29	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
G64R0596	BLICK ART MATERIALS	61.78	61.78	0128903510 4310	CY/OCD-TUPE GRANT/INSTR / INSTRUCTIONAL
G64R0597	APPLE INC	445.67	445.67	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64R0598	APPLE INC	445.67	445.67	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64R0599	BSN SPORTS	3,433.58	3,433.58	0144027010 4310	LEX/PHYS ED/INSTR / INSTRUCTIONAL MATL &
G64R0600	BSN SPORTS	3,027.36	3,027.36	0144027010 4310	LEX/PHYS ED/INSTR / INSTRUCTIONAL MATL &
G64R0601	OCDE	350.00	350.00	0120381510 5210	AN/ECIA I-PROF DEV/INS / TRAVEL AND
G64R0602	GRAMMY MUSEUM	754.00	754.00	0120423010 5880	AN/PERFORM ARTS/PROD ACADEMY / OTHER
G64R0603	DON SPROUL COMPANY	559.22	559.22	0122903510 4310	MA/OCDE-TUPE GRANT/INSTR / INSTRUCTIONAL
G64R0604	OFFICE DEPOT	334.01	334.01	0147257011 4315	SEVER HDCP/SE SEP CL/SEV /
G64R0605	STAPLES ADVANTAGE	127.88	127.88	0147257011 4320	SEVER HDCP/SE SEP CL/SEV / OTHER OFFICE/MISC
G64R0606	PACIFIC SALES	1,369.50	35.56	0134027010 4310	WA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
			1,333.94	0134027010 4410	WA/PHYS ED/INSTR / EQUIPMENT -
G64R0607	PEARSON EDUCATION	776.09	776.09	0124011010 4310	LOARA/WORLD LNG/INSTR / INSTRUCTIONAL
G64R0608	STAFF DEVELOPMENT RESOURCES	458.00	458.00	0121456010 5210	WESTERN/EIALEP/INSTR / TRAVEL AND
G64R0610	FENN TERMITE AND PEST CONTROL	295.00	295.00	0135220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
G64R0611	ORANGE COUNTY SANITATION DISTR	116,235.00	116,235.00	0110230081 5580	MAINTENANCE/MO / SANITATION
G64R0612	FACS FINANCIAL SYSTEMS	9,482.90	9,482.90	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
G64R0613	FENN TERMITE AND PEST CONTROL	1,831.00	1,831.00	0124220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
G64R0614	MARKERBOARD PEOPLE, THE	86.56	86.56	0124252011 4310	LO/MILD MODERATE/SE SEP CL/NSE /
G64R0615	FREY SCIENTIFIC	323.04	323.04	0128000010 4310	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64R0616	J.W. PEPPER AND SON INC.	493.45	493.45	0121591510 4310	WESTERN/LOCAL GRANTS/GIFT / INSTRUCTIONAL

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G64R0617	OFFICE DEPOT	192.97	192.97	0127261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
G64R0618	QWIZDOM INC.	517.20	517.20	0121456010 5880	WESTERN/EIALEP/INSTR / OTHER OPERATING
G64R0619	HP DIRECT	48.00	48.00	0124000010 4320	LOARA/INSTR / OTHER OFFICE/MISC SUPPLIES
G64R0620	ARAMARK SPORTS ENTERTAINMENT	974.60	974.60	0115115010 4390	EDUCATION/INSTR / MEETING EXPENSE - FOOD
G64R0621	TROXELL COMMUNICATIONS INC	1,270.33	1,270.33	0132381010 4310	OR/ECIA/INSTR / INSTRUCTIONAL MATL &
G64R0622	GOLD COAST YOUTH SERVICES AND	2,558.40	2,558.40	0119283036 5870	SYS/TRANS / PUPIL TRANSPORTATION
G64R0623	BLICK ART MATERIALS	666.86	666.86	0127009010 4310	KE/PHOTO/INSTR / INSTRUCTIONAL MATL &
G64R0624	HAAN CRAFTS LLC	739.41	739.41	0144013010 4310	LEX/HECT/INSTR / INSTRUCTIONAL MATL &
G64R0625	STAPLES ADVANTAGE	62.19	62.19	0125251011 4310	COMM HDCP/SE SEP CL/NSEV / INSTRUCTIONAL
G64R0626	HOUGHTON MIFFLIN COMPANY	1,620.03	1,620.03	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
G64R0627	SOLUTION TREE	1,788.64	1,788.64	0153399021 4210	TITLE II IMPR TCHR QUAL - ED / BOOKS AND
G64R0628	CULVER NEWLIN INC	4,339.72	4,339.72	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL
G64R0629	ORANGE COUNTY REGISTER	2,091.36	2,091.36	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
G64R0630	CAMBIUM LEARNING GROUP INC.	570.94	570.94	0135381010 4310	DALE/ECIA/INSTR / INSTRUCTIONAL MATL &
G64R0631	CALIFORNIA FBLA	50.00	50.00	0142393110 5210	VEA PERKINS STUDENT ORG OXFORD / TRAVEL
G64R0632	PEARSON EDUCATION	7,943.24	7,943.24	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
G64R0633	PEARSON EDUCATION	11,387.48	11,387.48	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
G64R0634	PEARSON EDUCATION	1,122.70	1,122.70	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
G64R0635	PEARSON EDUCATION	604.88	604.88	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
G64R0636	DATALINK NETWORKS	6,336.00	6,336.00	0108108077 5810	INFO SYSTEM/DP / NON-INSTRUCTIONAL PROF
G64R0637	DATALINK NETWORKS	7,524.00	7,524.00	0108108077 5810	INFO SYSTEM/DP / NON-INSTRUCTIONAL PROF
G64R0638	SANTOMIERI SYSTEMS	2,000.00	2,000.00	0108108077 5810	INFO SYSTEM/DP / NON-INSTRUCTIONAL PROF
G64R0639	MUSICIANS FRIEND INC.	1,371.61	564.56	0127007010 4310	KE/INS MUS/INSTR / INSTRUCTIONAL MATL &
			807.05	0127007010 4410	KE/INS MUS/INSTR / EQUIPMENT -

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G64R0640	PATTON SALES CORP.	527.98	527.98	0144017010 4310	LEX/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
G64R0641	ORANGE COUNTY TRANSIT AUTHORIT	3,168.00	3,168.00	0138025040 4320	BALL/ASB/ANCIL / OTHER OFFICE/MISC SUPPLIES
G64R0642	LASC	528.00	528.00	0137025040 5210	SY/ASB/ANCIL / TRAVEL AND CONFERENCE
G64R0643	OCDE	75.00	75.00	0140000010 5210	SOUTH/INSTR / TRAVEL AND CONFERENCE
G64R0644	HOUGHTON MIFFLIN COMPANY	128.55	128.55	0132261011 4310	RES SPEC/SE RES SP/NSEV/SEP CL /
G64R0645	IDEAS UNLIMITED SEMINARS INC	229.00	229.00	0142399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
G64R0646	CHARACTER COUNTS	175.61	175.61	0146163010 4310	CDS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64R0648	UPSTART	136.49	136.49	0131000024 4320	BR /L M T / OTHER OFFICE/MISC SUPPLIES
G64R0649	CADA CENTRAL	445.00	445.00	0124025040 5210	LOARA/ASB/ANCIL / TRAVEL AND CONFERENCE
G64R0650	AMAZON.COM	102.50	102.50	0124000010 4310	LOARA/INSTR / INSTRUCTIONAL MATL &
G64R0651	STAPLES ADVANTAGE	55.19	55.19	0134140027 4320	WA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
G64R0652	FOLLETT EDUCATIONAL SERVICES	709.65	709.65	0121004010 4210	WESTERN/ENGLISH/INSTR / BOOKS AND
G64R0653	JOSTENS	2,240.50	2,240.50	0123000010 4310	SA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64R0654	OFFICE DEPOT	323.55	161.78	0135000024 4315	DALE /L M T / LIBRARY/MEDIA/TECH SUPPLIES
			161.77	0135140027 4310	DALE/SCH ADM/SCH ADM / INSTRUCTIONAL MATL
G64R0655	FOLLETT EDUCATIONAL SERVICES	151.28	151.28	0140000010 4310	SOUTH/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64R0656	SEHI COMPUTER PRODUCTS	2,672.20	2,672.20	0140381010 4310	SOUTH/ECIA1/INSTR / INSTRUCTIONAL MATL &
G64R0657	CADA CENTRAL	295.00	295.00	0122025040 5210	MA/ASB/ANCIL / TRAVEL AND CONFERENCE
G64R0658	SINERGY MERCHANDISING CONCEPTS	225.11	225.11	0123381010 4310	SA/TITLE I/INSTR / INSTRUCTIONAL MATL &
G64R0659	EXPERTS EXCHANGE	1,699.00	1,699.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
G64R0660	SEHI COMPUTER PRODUCTS	2,101.13	2,101.13	0108108077 4310	INFO SYSTEM/DP / INSTRUCTIONAL MATL &
G64R0661	DATA HARDWARE DEPOT	205.80	205.80	0108108077 4310	INFO SYSTEM/DP / INSTRUCTIONAL MATL &
G64R0662	IDMS INC.	252.00	252.00	0107107072 4320	ACCTG /GENL ADM / OTHER OFFICE/MISC
G64R0663	IDMS INC.	109.25	109.25	0107107072 4320	ACCTG /GENL ADM / OTHER OFFICE/MISC

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G64R0664	PARADISE CANYON SYSTEMS	21,384.30	21,384.30	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
G64R0665	CALCULUS IN MOTION	167.01	167.01	0120000010 4310	ANAHEIM/INSTR / INSTRUCTIONAL MATL &
G64R0666	ITALIAN GALLERIA AND CRYSTAL F	3,232.50	3,232.50	0102087072 4320	SUPERINTENDENT/SP EVENTS/ADM / OTHER
G64R0667	ORGANIZED SPORTSWEAR LLC.	1,247.22	1,247.22	0131025040 4320	BR/ASB/ANCIL / OTHER OFFICE/MISC SUPPLIES
G64R0668	STAPLES ADVANTAGE	172.15	142.65	0117000010 4310	AN/INDEP LEARNING CENTER/INSTR /
			29.50	0117393010 4310	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL MATL
G64R0669	ACORN MEDIA	957.68	957.68	0140025040 4310	SOUTH/ANCIL / INSTRUCTIONAL MATL &
G64R0670	EVERBIND BOOKS	857.71	857.71	0123004010 4210	SA/ENGLISH/INSTR / BOOKS AND REFERENCE
G64R0671	MATHBOAT	645.42	645.42	0120024010 4310	ANAHEIM/MATH/INSTR / INSTRUCTIONAL MATL &
G64R0672	NETOP	928.00	928.00	0121393010 5880	WESTERN/VEA-2B/INSTR / OTHER OPERATING
G64R0673	GOPHER SPORTS EQUIPMENT	261.61	261.61	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
G64R0674	BUDDY'S ALL STARS INC	1,459.47	1,459.47	0121028010 4310	WESTERN/ATHLET/INSTR / INSTRUCTIONAL MATL
G64R0675	COAST 2 COAST BANNERS	700.38	700.38	0132025040 4310	OR/ANCIL / INSTRUCTIONAL MATL & SUPPLIES
G64R0676	HP DIRECT	398.68	398.68	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
G64R0677	SOCCER CENTRAL	423.46	423.46	0121028010 4310	WESTERN/ATHLET/INSTR / INSTRUCTIONAL MATL
G64R0678	SUPPLYMASTER	73.27	73.27	0140017010 4310	SO/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
G64R0679	HP DIRECT	3,879.00	3,879.00	0108108077 4310	INFO SYSTEM/DP / INSTRUCTIONAL MATL &
G64R0680	PACIFIC SALES	688.52	229.50	0135027010 4410	DALE/PHYS ED/INSTR / EQUIPMENT -
			229.51	0135054010 4410	DALE-SPORTS & ACTIVITIES / EQUIPMENT -
			229.51	0135140027 4410	DALE/SCH ADM/SCH ADM / EQUIPMENT -
G64R0681	HUMAN KINETICS	242.01	242.01	0117326010 4310	PEP GRANT/INSTR / INSTRUCTIONAL MATL &
G64R0682	FISHER SCIENCE EDUCATION	1,507.04	1,507.04	0121393010 4410	WESTERN/VEA-2B/INSTR / EQUIPMENT -
G64R0683	HOUGHTON MIFFLIN COMPANY	3,571.78	3,571.78	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
G64R0684	HOUGHTON MIFFLIN COMPANY	2,865.57	2,865.57	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
G64R0685	HOUGHTON MIFFLIN COMPANY	2,441.83	2,441.83	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE



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G64R0686	HOUGHTON MIFFLIN COMPANY	4,278.00	4,278.00	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
G64R0687	HOUGHTON MIFFLIN COMPANY	2,018.10	2,018.10	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
G64R0688	HOUGHTON MIFFLIN COMPANY	1,029.39	1,029.39	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
G64R0689	HOUGHTON MIFFLIN COMPANY	1,311.88	1,311.88	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
G64R0690	PEARSON EDUCATION	1,316.88	1,316.88	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
G64R0691	PEARSON EDUCATION	1,964.16	1,964.16	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
G64R0692	PEARSON EDUCATION	5,640.68	5,640.68	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
G64S0143	CONTINENTAL CHEMICAL AND SANIT	12,714.50	12,714.50	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0144	ARCMATE MANUFACTURING CORP.	1,321.58	1,321.58	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0145	CHAMPION CHEMICAL CO.	1,949.84	1,949.84	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0146	RELIABLE OFFICE SOLUTIONS	21,459.92	21,459.92	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0147	OFFICE DEPOT	253.43	253.43	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0148	PREMIUM QUALITY LIGHTING	148.70	148.70	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0149	RAYVERN LIGHTING SUPPLY	334.24	334.24	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0150	WEST LITE SUPPLY CO INC	3,973.52	3,973.52	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0151	CERTIFIED ART SUPPLY	2,121.83	2,121.83	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0152	HARRIS OFFICE PRODUCTS	347.56	347.56	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0153	OFFICE DEPOT	327.13	327.13	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0154	SCHOOL SPECIALTY INC	1,528.98	1,528.98	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0155	SOUTHWEST SCHOOL AND OFFICE SU	1,397.04	1,397.04	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0156	IMPERIAL PRODUCTS INC	370.44	370.44	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0157	D. HAUPTMAN CO. INC.	1,562.38	1,562.38	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0158	BISHOP CO.	706.75	706.75	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0159	JEYCO PRODUCTS INC	336.96	336.96	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES

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G64S0160	SHERWIN WILLIAMS CO., THE	930.96	930.96	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0162	GALE SUPPLY CO	1,690.73	1,690.73	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0163	GLASBY MAINTENANCE SUPPLY CO.	109.39	109.39	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0164	P AND R PAPER SUPPLY CO. INC.	107.06	107.06	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0165	PIONEER CHEMICAL CO	226.53	226.53	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0166	SOUTHWEST SCHOOL AND OFFICE SU	1,549.71	1,549.71	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0167	HILLYARD FLOOR CARE SUPPLY	89.26	89.26	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0168	WAXIE SANITARY SUPPLY	271.27	271.27	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64T0101	HP DIRECT	1,199.31	409.13	0103103072 4310	ADMIN/GENL ADM / INSTRUCTIONAL MATL &
			790.18	0103103072 4410	ADMIN/GENL ADM / EQUIPMENT -
G64T0102	HP DIRECT	888.68	888.68	0119283011 4410	SYS/INSTR / EQUIPMENT - NON-CAPITALIZED
G64T0103	IPARADIGMS	4,236.24	2,064.55	0121004010 5880	WESTERN/ENGLISH/INSTR / OTHER OPERATING
			2,171.69	0121381010 5880	WE/E CIA TITLE I/INSTRUCTI / OTHER OPERATING
G64T0104	SEHI COMPUTER PRODUCTS	1,164.02	224.41	0106106072 4320	BUSINESS/GENL ADM / OTHER OFFICE/MISC
			132.93	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
			224.41	0156156072 4320	FACILITIES/GENL ADM / OTHER OFFICE/MISC
			582.27	0177177072 4320	RISK MANAGEMENT / OTHER OFFICE/MISC
G64T0105	VSA INC	2,936.19	2,936.19	0120037010 4410	ANAHEIM/SOC SCI/INSTR / EQUIPMENT -
G64T0106	APPLE INC	2,605.69	2,605.69	0120037010 4410	ANAHEIM/SOC SCI/INSTR / EQUIPMENT -
G64T0107	TROXELL COMMUNICATIONS INC	533.36	533.36	0122027010 4310	MA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
G64T0108	HP DIRECT	13,833.14	13,833.14	0120487010 4410	MULTIMEDIA COMPUTER TECH/INST / EQUIPMENT
G64T0109	NEWS 2 YOU	2,800.00	2,800.00	0119283011 5880	SYS/INSTR / OTHER OPERATING EXPENSES
G64T0110	APPLE INC	1,387.35	693.68	0138140010 4410	BALL/SCHOOL ADMIN/INSTR / EQUIPMENT -
			346.84	0138381010 4410	BALL/E CIA I/INSTR / EQUIPMENT -
			346.83	0138456010 4410	BALL/EIALEP/INSTR / EQUIPMENT -

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G64T0111	TROXELL COMMUNICATIONS INC	2,133.45	2,133.45	0121456010 4410	WESTERN/EIALEP/INSTR / EQUIPMENT -
G64T0112	TROXELL COMMUNICATIONS INC	327.56	327.56	0127257011 4310	KE/SEVERE HDCP/SE SEP CL/SEV / INSTRUCIONAL
G64T0113	TROXELL COMMUNICATIONS INC	1,503.11	1,503.11	0128000010 4410	CY/INSTR / EQUIPMENT - NON-CAPITALIZED
G64T0114	HP DIRECT	3,961.33	3,961.33	0121456010 4410	WESTERN/EIALEP/INSTR / EQUIPMENT -
G64T0115	APPLE INC	2,274.29	2,274.29	0124000010 4410	LOARA/INSTR / EQUIPMENT - NON-CAPITALIZED
G64T0116	TROXELL COMMUNICATIONS INC	533.36	533.36	0124381010 4410	LO/TITLE I/INSTRUCIONAL / EQUIPMENT -
G64T0117	HP DIRECT	35,570.92	35,570.92	0120393010 4410	ANAHEIM/VEA-2B/INSTR / EQUIPMENT -
G64X0432	COMMERCIAL AQUATIC SERVICES IN	40,000.00	40,000.00	0110240081 4347	MAINTENANCE/POOL/MO / OPERATIONS SUPPLIES
G64X0433	ORANGE COUNTY FIRE PROTECTION	5,000.00	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
G64X0434	WESTERN HIGH SCHOOL ASB	7,000.00	7,000.00	0121028040 5810	WE/ATHLET/ANCILLARY / NON-INSTRUCIONAL
G64X0435	SMART AND FINAL IRIS CO	200.00	200.00	0132381110 4390	TITLE I - PARENTING / MEETING EXPENSE - FOOD
G64X0436	ATHLETICA INC.	200.00	200.00	0120000010 4310	ANAHEIM/INSTR / INSTRUCIONAL MATL &
G64X0437	HOME DEPOT	1,000.00	1,000.00	0147257081 4347	SEVER HDCP/MO/SEV / OPERATIONS SUPPLIES -
G64X0438	SYCAMORE JR HIGH ASB	2,100.00	2,100.00	0137024900 8699	SY/VENDING REVENUE / ALL OTHER LOCAL
G64X0439	GASELPA	123,000.00	123,000.00	0119283011 5805	SYS/INSTR / INSTRUCIONAL PROF CONSULTANT
G64X0440	J.W. PEPPER AND SON INC.	1,300.00	1,300.00	0123008010 4310	SA/VOC MUSIC/INSTR / INSTRUCIONAL MATL &
G64X0441	GIANNI'S PIZZA	500.00	500.00	0120000040 5880	ANAHEIM/ANCIL / OTHER OPERATING EXPENSES
G64X0442	PIZZA MY HEART	500.00	500.00	0120000040 5880	ANAHEIM/ANCIL / OTHER OPERATING EXPENSES
G64X0443	SUPERSHUTTLE	200.00	200.00	0119283036 5870	SYS/TRANS / PUPIL TRANSPORTATION
G64X0444	RIDDLE APPLIANCE AND TV	295.29	295.29	0124000010 5610	LOARA/INSTR / REPAIRS/MAINT - O/S SERVICES
G64X0445	ART SUPPLY WAREHOUSE	250.00	250.00	0138005010 4310	BALL/ART/INSTR / INSTRUCIONAL MATL &
G64X0446	GANAHL LUMBER CO	500.00	500.00	0132017010 4310	OV/INDUSTRIAL TECHNOLOGY / INSTRUCIONAL
G64X0447	MAGNOLIA HIGH SCHOOL	7,000.00	7,000.00	0122028040 5810	MA/ATHLET/ANCIL / NON-INSTRUCIONAL PROF
G64X0448	BROOKHURST JUNIOR HIGH SCHOOL	1,500.00	1,500.00	0131054040 5810	BR/AFTSCHL/ANCIL / NON-INSTRUCIONAL PROF

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G64X0449	GOLDEN WEST MEDICAL CENTER	12,000.00	6,000.00	0104104072 5810	CERT HR/GENL ADM / NON-INSTRUCTIONAL PROF
			6,000.00	0105105072 5810	CLASS HR/GENL ADM / NON-INSTRUCTIONAL
G64X0450	J.W. PEPPER AND SON INC.	150.00	150.00	0137025040 4210	SY/ASB/ANCIL / BOOKS AND REFERENCE
G64X0451	JOSTENS	3,200.00	3,200.00	0121140027 4320	WESTERN/SCH ADM/SCH ADM / OTHER
	<b>Fund 01 Total:</b>	<b>3,278,540.99</b>			
	<b>Fund 45 Total:</b>	<b>725.00</b>			
	<b>Fund 68 Total:</b>	<b>6,500.00</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>3,285,765.99</b>			

# Purchase Orders - Detail

## Anaheim School Dist/Food Services

11/28/2012 10:03:52 AM

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>CHEFS TOYS</b>		<b>24640</b>	<b>11/20/2012</b>	<b>11/20/2012</b>		<b>4300</b>	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
12	1	Inv 149955	Shelf NSF Chrome 24" x 48" wide		\$23.30	\$279.60	
8	1	Inv 149955	Shelf NSF Post Chrome 74" w/leveling foot		\$7.40	\$59.20	
						<b>Sales Tax:</b>	\$26.26
						<b>P.O. Total:</b>	\$365.06
						<b>Vendor Total:</b>	\$365.06
<b>CNH DISTIBUTING</b>		<b>24618</b>	<b>10/23/2012</b>	<b>11/6/2012</b>		<b>4300</b>	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
24	1	1111	Dolly, General purpose, Utility		\$378.00	\$9,072.00	
200	1	1111	Baskets		\$20.97	\$4,194.00	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$13,266.00
						<b>Vendor Total:</b>	\$13,266.00
<b>EMPIRE ELECTRIC SERVICES</b>		<b>24593</b>	<b>11/8/2012</b>	<b>11/8/2012</b>	<b>11/15/2012</b>	<b>5600</b>	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	1	Inv 2355	208 volt 1 phase 30 amp conduit/wire		\$1,450.00	\$1,450.00	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,450.00
						<b>Vendor Total:</b>	\$1,450.00
<b>CASTER TECHNOLOGY CORPORATION</b>		<b>24609</b>	<b>11/1/2012</b>	<b>11/1/2012</b>		<b>5600</b>	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	1	Inv 4069855	Wheels, Axle Kits, Swivels		\$1,759.52	\$1,759.52	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,759.52
						<b>Vendor Total:</b>	\$1,759.52
<b>DISCOUNT DIRECTIONALS</b>		<b>24624</b>	<b>11/7/2012</b>	<b>11/7/2012</b>		<b>4300</b>	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
12	1	Inv 55379	1'-2.5M Standard Blockader with sign plate		\$84.99	\$1,019.88	
1	1	Inv 55379	Freight		\$265.00	\$265.00	
						<b>Sales Tax:</b>	\$79.04
						<b>P.O. Total:</b>	\$1,363.92
						<b>Vendor Total:</b>	\$1,363.92
<b>DIGITAL ELECTRIC</b>		<b>24633</b>	<b>11/6/2012</b>	<b>11/6/2012</b>		<b>5600</b>	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	1	Inv 1313	Replace power outlets		\$340.00	\$340.00	

# Purchase Orders - Detail

## Anaheim School Dist/Food Services

11/28/2012 10:03:52 AM

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
DIGITAL ELECTRIC	24633	11/6/2012	11/6/2012		5600	<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$340.00
DIGITAL ELECTRIC	24634	11/6/2012	11/6/2012		5600	<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
1	1	Inv 1311	Replace existing power outlets to 3 warmers			\$816.00    \$816.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$816.00
DIGITAL ELECTRIC	24635	11/6/2012	11/6/2012		5600	<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
1	1	Inv 1310	Replace existng exhaust motr on kitchn roof			\$930.00    \$930.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$930.00
<b>Vendor Total:</b>						<b>\$2,086.00</b>

Show all data where the Order Date is between 10/23/2012 and 11/26/2012

ANAHEIM UHSD 11/28/12 Vendor Check Register Page 1  
 WED, NOV 28, 2012, 8:17 AM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 12891874 #J867--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AARDVARK CLAY AND SUP	V6400035	4310	24.99	24.99	00106965V6410251
ACE HARDWARE	V6411077	4310	4.88	4.88	00106966
ACOUSTICAL MATERIAL S	V6400070	4355	216.14	216.14	00106967
ALCANTAR, HORTENCIA	V6402079	5230	330.00	330.00	00106968
ARMSTRONG, IAN	V6408439	5220	66.60	66.60	00106969
AWARDS BY PAUL	V6400412	4320	213.35	213.35	00106970
BAVCO	V6407678	4355	2,119.76	2,119.76	00106971
BIG D SUPPLIES	V6400508	4355	229.21	229.21	00106972
CDW GOVERNMENT INC.	V6400819	4310	6,127.43	6,127.43	00106973
CLT COMPUTER MWAIVE.CO	V6410378	4320	948.50	948.50	00106974
COMPLETE BUSINESS SYS	V6406150	4320	334.37	334.37	00106975
COMPREHENSIVE DRUG TE	V6410899	5810	210.00	210.00	00106976
CORNELIUS, JEFF	V6402295	5220	17.76	17.76	00106977
CSEA	V6401155	5210	850.00	850.00	00106978
DAY WIRELESS SYSTEMS	V6410025	4320	1,972.63	1,972.63	00106979
DEMCO INC	V6401318	4315	57.78	57.78	00106980
DIGITAL ELECTRIC	V6410370	5610	524.50	524.50	00106981
ECONOMY RENTALS INC	V6401478	5610 5620	162.92 3,219.81	3,382.73	00106982
EWING IRRIGATION PROD	V6401634	4347	158.76	158.76	00106983
EXPRESS PIPE AND SUPP	V6401644	4355	1,324.83	1,324.83	00106984
FERGUSON ENTERPRISES	V6409823	4347	202.85	202.85	00106985
FIVE STAR RUBBER STAM	V6405116	4310	232.70	232.70	00106986

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
FOLLETT EDUCATIONAL S	V6401724	4150	10,537.95	10,537.95	00106987
GLASBY MAINTENANCE SU	V6401863	9320	8,909.80	8,909.80	00106988
GRAINGER	V6404982	4355	7.09	7.09	00106989
*** VOID CONTINUE *** VOID.CONTINU					
HOME DEPOT	V6405234	4320	40.72	0.00	00106990
		4347	416.40		
		4355	2,281.34	2,738.46	00106991
I. INITIAL	V6402112	4310	689.60	689.60	00106992
IMPERIAL PRODUCTS INC	V6402137	4355	605.62	605.62	00106993
J.W. PEPPER AND SON I	V6402214	4310	416.88	416.88	00106994
KNORR SYSTEMS	V6402610	5610	6,018.00	6,018.00	00106995
MC FADDEN DALE HARDWA	V6403056	4347	32.61	157.13	00106996
		4355	124.52		
MUSEUM OF TOLERANCE	V6403225	5880	545.50	545.50	00106997
NGO, BRYANNE	V6410514	5220	2.22	2.22	00106998
NORTH ORANGE COUNTY R	V6403384	7223	621,592.89	621,592.89	00106999
NOVACK, ELIZABETH	V6410515	5220	689.38	689.38	00107000
ORCO DOOR CLOSER SERV	V6403472	4355	1,424.46	1,424.46	00107001
PACIFIC COAST SPEECH	V6410543	5805	12,054.00	12,054.00	00107002
PANELLA, DOMINIQUE	V6401386	5230	500.00	500.00	00107003
PASTUSAK PLUMBING	V6403557	5610	5,292.80	5,292.80	00107004
PENNER PARTITIONS INC	V6403625	4355	103.44	103.44	00107005
PERSONNEL TESTING COU	V6409835	5210	90.00	90.00	00107006
PRIMARY AND MULTISPEC	V6407482	5810	20.00	20.00	00107007



Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
RALPHS GROCERY COMPAN	V6403828	4310	75.94	75.94	00107008
REFRIGERATION SUPPLIE	V6403873	4347	273.97	273.97	00107009
RESOURCE BUILDING MAT	V6409017	4347	1,572.73	1,572.73	00107010
RHODE ISLAND NOVELTY	V6407641	4310	583.40	583.40	00107011
RUSSELL SIGLER INC.	V6410420	4347	5,646.07	5,646.07	00107012
SEHI COMPUTER PRODUCT	V6404221	4310	54.49	54.49	00107013
SMART AND FINAL IRIS	V6404306	4310	589.24	589.24	00107014
SOFTWARE 4 SCHOOLS	V6410482	4310 5610	2,076.95 49.95	2,126.90	00107015
SOUTHWEST SCHOOL AND	V6404383	9320	271.53	271.53	00107016
SPRINT SOLUTIONS INC	V6411072	5918 5920	16,308.91 -505.88	15,803.03	00107017
STAPLES ADVANTAGE	V6410116	4310 4320	69.41 171.47	240.88	00107018
UPSTART	V6404880	4320	116.40	116.40	00107019
US AIR CONDITIONING D	V6404317	4347	12.43	12.43	00107020
US GAMES INC	V6404813	4310	917.70	917.70	00107021
WAXIE SANITARY SUPPLY	V6405008	9320	465.48	465.48	00107022
WEST ORANGE COUNTY RE	V6411155	5310	293.00	293.00	00107023
WOODWIND AND BRASSWIN	V6405104	4410	915.88	915.88	00107024
YAMAHA GOLF CARS OF C	V6405131	4347	377.13	377.13	00107025
*** CHECK GAP ***					
A Z PARTS SALES	V6409623	4376	836.62	836.62	00107028
ALL AMERICAN TROPHY E	V6400159	4310	161.63	161.63	00107029

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ANAHEIM BAND INSTRUME	V6400251	4310	202.10	202.10	00107030
ART SUPPLY WAREHOUSE	V6400350	4310	1.20	1.20	00107031
*** VOID CONTINUE *** VOID.CONTINU					
AT AND T MCI	V6406157	5918	16,248.54	16,248.54	00107033
BEST BEST AND KRIEGER	V6400491	5821	4,115.70	4,115.70	00107034
BING HUANG (PARENT)	V6410986	5880	1,037.85	1,037.85	00107035
BLACKBOARD INC	V6410739	5880	19,456.50	19,456.50	00107036
BOBCAT OF CERRITOS IN	V6410676	5610	648.93	648.93	00107037
BRAINPOP LLC	V6407109	5880	1,495.00	1,495.00	00107038
CEMEX	V6404364	5880	953.60	953.60	00107039
CITY OF ANAHEIM	V6400957	5580	551.40	551.40	00107040
CITY OF BUENA PARK	V6400958	5530 5580	6,572.90 657.29	7,230.19	00107041
CULVER NEWLIN INC	V6401188	4310	3,140.05	3,140.05	00107042
E.G. AIRE HEATING AND	V6409954	5610	5,800.00	5,800.00	00107043
FOLLETT EDUCATIONAL S	V6401724	4150 4210	3,830.45 24.35	3,854.80	00107044
FULLERTON COLLEGE	V6401775	5880	240.00	240.00	00107045
GENERAL BINDING CORPO	V6401829	5610	523.60	523.60	00107046
HARRIS OFFICE PRODUCT	V6410267	9320	3,031.83	3,031.83	00107047
HP DIRECT	V6408671	4410	1,979.00	1,979.00	00107048
IMAGE APPAREL FOR BUS	V6402628	9320	791.21	791.21	00107049
IMPERIAL PRODUCTS INC	V6402137	4355	159.94	159.94	00107050

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
J.W. PEPPER AND SON I	V6402214	4310	29.10	29.10	00107051
JEYCO PRODUCTS INC	V6402332	9320	2,371.62	2,371.62	00107052
U S BANK	V6406908	5880	2,750.00	2,750.00	00107053
*** CHECK GAP ***					
AAA ELECTRIC MOTOR SA	V6400033	4347 4355	835.49 410.31	1,245.80	00107055
ANAHEIM HIGH SCHOOL	V6400260	8699	583.56	583.56	00107056
ANAHEIM UNION HIGH SC	V6400267	5454	33,250.34	33,250.34	00107057
APPLE INC	V6400319	4410	119.00	119.00	00107058
ART SUPPLY WAREHOUSE	V6400350	4310	151.54	151.54	00107059
B AND H PHOTO VIDEO I	V6400422	4310 4410	354.79 2,276.00	2,630.79	00107060
BALL JR HIGH SCHOOL	V6400433	8699	282.19	282.19	00107061
BROOKHURST JUNIOR HIG	V6400602	8699	588.54	588.54	00107062
CHEFS' TOYS	V6410110	4310	232.47	232.47	00107063
COLLEGE BOARD	V6401012	5210	205.00	205.00	00107064
CVT RECYCLING	V6407455	5580	340.42	340.42	00107065
CYPRESS HS ASB	V6405640	8699	601.12	601.12	00107066
DALE JUNIOR HIGH ASB	V6405581	8699	28.26	28.26	00107067
DALE JUNIOR HIGH ASB	V6405581	8699	216.57	216.57	00107068
ECONOMY RENTALS INC	V6401478	5620	135.86	135.86	00107069
FERGUSON ENTERPRISES	V6409823	4355	400.72	400.72	00107070
FISHER SCIENCE EDUCAT	V6401697	4310	89.92	89.92	00107071

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GAIL MATERIALS	V6401793	4347	936.80	936.80	00107072
GANAHL LUMBER CO	V6401804	4347 4355	1,220.26 655.21	1,875.47	00107073
GILBERT HIGH SCHOOL	V6407727	8699	25.16	25.16	00107074
GLASBY MAINTENANCE SU	V6401863	4347	117.73	117.73	00107075
GRAINGER	V6404982	4355	955.38	955.38	00107076
GUNTERS ATHLETIC SER	V6401962	5630	8,266.10	8,266.10	00107077
HORIZON	V6408259	4347	642.30	642.30	00107078
HOUGHTON MIFFLIN COMP	V6402084	4150 4310	21,541.38 256.02	21,797.40	00107079
IMAGE APPAREL FOR BUS	V6402628	4345	1,648.35	1,648.35	00107080
INLAND TOP SOIL	V6402153	4347	444.47	444.47	00107081
JACKSONS A S BREA	V6406346	4347	275.45	275.45	00107082
KAGAN PROFESSIONAL DE	V6410387	5210	567.00	567.00	00107083
KATELLA HIGH SCHOOL	V6402515	8699	769.50	769.50	00107084
KENNEDY HIGH SCHOOL	V6402571	8699	502.94	502.94	00107085
KUTA SOFTWARE	V6409466	5880	296.00	296.00	00107086
LEE, SANG HU	V6404111	5220	51.62	51.62	00107087
LEXINGTON JUNIOR HIGH	V6402729	8699	508.54	508.54	00107088
LOARA ASB	V6402803	8699	348.74	348.74	00107089
MAGNOLIA HIGH SCHOOL	V6402920	8699	297.30	297.30	00107090
MARKERBOARD PEOPLE, T	V6404677	4310	84.95	84.95	00107091
MARTINESCU, JOSEPHINE	V6402432	5220	116.55	116.55	00107092

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
MD INSTALLATIONS INT'	V6410469	4320	1,800.00	4,450.00	00107093
		5610	2,650.00		
MONTGOMERY HARDWARE C	V6405624	4355	233.03	233.03	00107094
MUSICK AND PEELER AND	V6411143	5821	7,124.53	7,124.53	00107095
NASCO MODESTO	V6403253	4310	572.45	572.45	00107096
OC LAND MGMT SERVICE	V6405473	4347	351.37	351.37	00107097
ORANGEVIEW JR HIGH SC	V6403468	8699	467.93	467.93	00107098
OXFORD ACADEMY	V6403485	8699	374.51	374.51	00107099
PRAXAIR	V6403719	4355	97.95	97.95	00107100
RALPHS GROCERY COMPAN	V6403828	4310	243.17	243.17	00107101
REEL LUMBER SERVICE	V6403871	4310	993.63	993.63	00107102
SANTOS, RAFAEL	V6410483	5220	26.64	26.64	00107103
SAVANNA HIGH SCHOOL	V6404130	8699	675.88	675.88	00107104
SCHOLASTIC INC.	V6404152	4150	3,908.36	3,908.36	00107105
SCHOOL HEALTH CORPORA	V6404160	4320	228.60	228.60	00107106
SEHI COMPUTER PRODUCT	V6404221	4310	180.23	388.80	00107107
		4320	208.57		
SHAMROCK SUPPLY CO.	V6409920	9320	232.74	232.74	00107108
SKS INC	V6404058	4381	605.37	605.37	00107109
SOUTH COAST BOBCAT IN	V6408673	4347	74.20	74.20	00107110
SOUTH JHS ASB	V6405227	8699	519.76	519.76	00107111
SOUTHWEST SCHOOL AND	V6404383	9320	1,165.12	1,165.12	00107112
STAPLES ADVANTAGE	V6410116	4310	92.12	426.69	00107113
		4320	334.57		

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
UNI POINT LLC	V6406402	5810	468.75	468.75	00107114
UNITED PARCEL SERVICE	V6408429	4310 5910	29.79 252.45	282.24	00107115
WALKER JR HIGH SCHOOL	V6404990	8699	312.85	312.85	00107116
WESTEL COMMUNICATION	V6405039	5610	498.00	498.00	00107117
WESTERN HIGH SCHOOL A	V6405044	8699	350.46	350.46	00107118
YELLOW CAB OF GREATER	V6405135	5870	1,614.30	1,614.30	00107119
*** CHECK GAP ***					
ACOUSTICAL MATERIAL S	V6400070	4355	170.58	170.58	00107121
ACS BILLING SERVICE	V6400072	5580	3,448.62	3,448.62	00107122
ADI	V6400095	4355	82.73	82.73	00107123
ALBRIGHT LIGHTING PLA	V6410869	4355	345.28	345.28	00107124
ANAHEIM BAND INSTRUME	V6400251	4310	500.00	500.00	00107125
BLANCHARD, JULIE	V6402469	3408	970.22	970.22	00107126
BLICK ART MATERIALS	V6401357	4310	181.70	181.70	00107127
CAMERON WELDING SUPPL	V6400741	5610	26.80	26.80	00107128
CARSON SUPPLY CO	V6400788	4347	477.62	477.62	00107129
CHON CHEESE BAR B QUE	V6411112	4390	77.00	77.00	00107130
CITY OF ANAHEIM	V6400957	5530 5580	7,707.67 2,558.29	10,265.96	00107131
DAILY SAW SERVICE	V6409559	5610	25.25	25.25	00107132
DATALINK NETWORKS	V6409172	5810	4,752.00	4,752.00	00107133
DEPENDABLE GRAHAM AIR	V6411146	6490	39,238.00	39,238.00	00107134

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ECONOMY RENTALS INC	V6401478	5610 5620	122.19 246.47	368.66	00107135
EXPRESS PIPE AND SUPP	V6401644	4355	181.24	181.24	00107136
GANAHL LUMBER CO	V6401804	4355	148.16	148.16	00107137
GLASBY MAINTENANCE SU	V6401863	4347	39.64	39.64	00107138
GRAYBAR ELECTRIC COMP	V6401918	4355	17.51	17.51	00107139
HOME DEPOT	V6405234	4347 4355	298.12 457.96	756.08	00107140
HOWARD INDUSTRIES	V6402088	4355	2,120.52	2,120.52	00107141
IMAGE APPAREL FOR BUS	V6402628	4345	139.82	139.82	00107142
IMPERIAL PRODUCTS INC	V6402137	4355	1,155.94	1,155.94	00107143
J.M. MCKINNEY CO.	V6402219	5610	368.82	368.82	00107144
JOHNSON CONTROLS	V6406981	4347	467.00	467.00	00107145
LAIOLA, JIM	V6402340	5610	485.00	485.00	00107146
LIFE TRENDS GROUP	V6407353	4320 4410	754.04 2,976.59	3,730.63	00107147
MC FADDEN DALE HARDWA	V6403056	4347	48.81	48.81	00107148
MEDCO SPORTS MEDICINE	V6405872	4320	5.33	5.33	00107149
NASCO MODESTO	V6403253	9320	1,390.92	1,390.92	00107150
ORCO DOOR CLOSER SERV	V6403472	4355	920.19	920.19	00107151
PENCILS.COM	V6411147	4310	35.67	35.67	00107152
RALEPHS GROCERY COMPAN	V6403828	4310	136.32	136.32	00107153
REFRIGERATION SUPPLIE	V6403873	4347	730.45	730.45	00107154
RESTAURANT DEPOT	V6407788	4310	161.69	161.69	00107155

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
RIDDLE APPLIANCE AND	V6406711	5610	381.21	381.21	00107156
RUSSELL SIGLER INC.	V6410420	4347	10.19	10.19	00107157
SARGENT WELCH LLC	V6404124	4310	4.41	4.41	00107158
SCHWARTZ, BILLIE	V6400521	5220	37.19	37.19	00107159
UNITED HEALTH SUPPLIE	V6404851	9320	716.10	716.10	00107160
WALTERS WHOLESale	V6409053	4355	93.51	93.51	00107161
YAMAHA GOLF CARS OF C	V6405131	5610	325.72	325.72	00107162
*** CHECK GAP ***					
ACADEMIC INNOVATIONS	V6400056	5210	597.00	597.00	00107165
ACSA REGION XVII	V6400077	5310	250.00	250.00	00107166
AT AND T MCI	V6406157	5918	37.80	37.80	00107167
BANK OF AMERICA ACCOU	V6407184	5880	32,318.86	32,318.86	00107168
CAMERON WELDING SUPPL	V6400741	4355	26.80	26.80	00107169
CDW GOVERNMENT INC.	V6400819	4310	409.45	409.45	00107170
CITY OF ANAHEIM	V6400957	5520	46,795.22	67,689.95	00107171
		5530	14,162.76		
		5580	6,731.97		
COMMUNICATIONS CENTER	V6401037	5610	550.98	550.98	00107172
CULVER NEWLIN INC	V6401188	4320	467.28	467.28	00107173
DAIGNAULT, KARIN	V6402510	5210	50.00	50.00	00107174
DUNN EDWARDS PAINTS	V6401448	4355	563.21	563.21	00107175
F.M. THOMAS AIR CONDI	V6401651	5610	12,480.95	12,480.95	00107176
GREEN, MELANIE	V6405792	5210	50.00	50.00	00107177



FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
HARRIS OFFICE PRODUCT	V6410267	9320	928.89	928.89	00107178
KNORR SYSTEMS	V6402610	5610	1,745.00	1,745.00	00107179
LEE, STEFANIE	V6404462	5210	50.00	50.00	00107180
LETTER PERFECT SIGNS	V6402726	4355	96.98	96.98	00107181
OCDE	V6403452	4310	1,966.44	1,966.44	00107182
PARAMOUNT PAINTING IN	V6408848	5610	6,300.00	6,300.00	00107183
PLAY IT AGAIN SPORTS	V6403689	4310	878.13	878.13	00107184
PROJECT LEAD THE WAY	V6410754	5805	2,000.00	2,000.00	00107185
RALPHS GROCERY COMPAN	V6403828	4310	284.56	284.56	00107186
SMART AND FINAL IRIS	V6404306	4310	256.47	256.47	00107187
STAPLES ADVANTAGE	V6410116	4320	94.48	94.48	00107188
YAMAHA GOLF CARS OF C	V6405131	5610	139.98	139.98	00107189
*** CHECK GAP ***					
A U H S D FOOD SERVIC	V6400023	4390	56.58	56.58	00107191
AT AND T MCI	V6406157	5918	86.34	86.34	00107192
CITY OF ANAHEIM	V6400957	5520	99,366.49	123,195.49	00107193
		5530	15,192.52		
		5580	8,636.48		
COCO PRINTING AND GRA	V6410045	4320	796.81	796.81	00107194
COFFEE IMPORTERS	V6411158	4390	272.61	272.61	00107195
COMMERCIAL AQUATIC SE	V6411131	4347	311.40	311.40	00107196
COMMUNICATIONS CENTER	V6401037	5610	236.86	236.86	00107197
FOLLETT EDUCATIONAL S	V6401724	4150	528.51	528.51	00107198

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GLASBY MAINTENANCE SU	V6401863	9320	1,399.89	1,399.89	00107199
GONZALEZ, LAURA	V6410576	5220	93.19	93.19	00107200
GRAINGER	V6404982	4355	149.07	149.07	00107201
GROVE, KELLY A.	V6409563	5220	50.50	50.50	00107202
HWANG, BETHANY	V6408748	5220	171.50	171.50	00107203
J AND A FENCE	V6409989	5610	2,500.00	2,500.00	00107204
JART DIRECT MAIL SERV	V6402271	4320	9,586.20	9,586.20	00107205
LAIOLA, JIM	V6402340	5610	327.00	327.00	00107206
PARKHOUSE TIRE INC.	V6403547	4386	261.77	261.77	00107207
SEHI COMPUTER PRODUCT	V6404221	4310	97.62	97.62	00107208
SMART AND FINAL IRIS	V6404306	4310	242.61	242.61	00107209
SPOT COOLERS	V6411074	5610	1,077.50	1,077.50	00107210
YAMAHA GOLF CARS OF C	V6405131	4320	1,633.25	1,633.25	00107211
*** CHECK GAP ***					
ACORN MEDIA	V6400068	4320	191.80	191.80	00107218
ADVANCE PLACEMENT PRO	V6400103	4310	16,473.00	16,473.00	00107219
AVILA, ELIZABETH	V6410763	5230	390.77	390.77	00107220
BEACON DAY SCHOOL	V6409269	5860	8,872.94	8,872.94	00107221
CEMEX	V6404364	5610	434.07	434.07	00107222
CINNAMON HILLS YOUTH	V6407425	5860	42,084.00	42,084.00	00107223
CINTAS DOCUMENT MANAG	V6411124	5810	60.00	60.00	00107224
DHK PLUMBING AND PIPE	V6409955	5610	11,100.60	11,100.60	00107225

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ORANGE COUNTY PUBLIC	V6411157	5810	15,448.00	15,448.00	00107226
*** CHECK GAP ***					
AAA ELECTRIC MOTOR SA	V6400033	4347 4355	134.89 296.56	431.45	00107228
BEACON DAY SCHOOL	V6409269	5860	18,857.35	18,857.35	00107229
CALIFORNIA DEPT. OF J	V6400689	5880	2,734.00	2,734.00	00107230
CENTRAL PLUMBING CO.	V6410859	5610	250.00	250.00	00107231
CITY OF ANAHEIM	V6400957	5520 5530 5580	94,824.24 7,728.01 6,255.47	108,807.72	00107232
CLARK SECURITY PRODUC	V6400966	4355	2,280.85	2,280.85	00107233
D AND S MARKETING SYS	V6401218	4310	1,379.29	1,379.29	00107234
DEVEREUX TEXAS TREATM	V6401339	5860	292.50	292.50	00107235
EDUCATIONAL DATA SYST	V6410138	4310	3,437.35	3,437.35	00107236
FOLLETT EDUCATIONAL S	V6401724	4110 4150	447.87 422.81	870.68	00107237
GANAHL LUMBER CO	V6401804	4320 4355	616.57 411.86	1,028.43	00107238
GAS COMPANY, THE	V6404372	5510	179.43	179.43	00107239
GRANT WRITING USA	V6411159	5210	650.00	650.00	00107240
HIGHSMITH CO INC	V6402047	4310	2,824.68	2,824.68	00107241
IXL	V6410650	4310	199.00	199.00	00107242
J.W. PEPPER AND SON I	V6402214	4310	651.67	651.67	00107243
JOHNSON CONTROLS	V6406981	5610	1,020.00	1,020.00	00107244
OCDE	V6403452	7141	45,497.58	45,497.58	00107245

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
OFFICE DEPOT	V6403421	4320	170.13	170.13	00107246
ACORN MEDIA	V6400068	4320	483.00	483.00	00107247
ALLIANCE ENVIRONMENTA	V6400169	5610	11,550.71	11,550.71	00107248
APPLE INC	V6400319	4310 4410	947.12 2,705.59	3,652.71	00107249
AUDIOMETRICS	V6409369	5610	370.00	370.00	00107250
B AND M LAWN AND GARD	V6400423	4347	802.91	802.91	00107251
BAVCO	V6407678	4355	173.89	173.89	00107252
BEE BUSTERS	V6400472	5610	375.00	375.00	00107253
BIO RAD LABORATORIES	V6407739	4310	346.46	346.46	00107254
KONICA MINOLTA BUSINE	V6403156	5620	3,726.72	3,726.72	00107255
ORANGE COUNTY TRANSIT	V6406414	4320	2,231.00	2,231.00	00107256
*** CHECK GAP ***					
ASSOCIATION CAREER NE	V6411169	5880	295.00	295.00	00107258
BAVCO	V6407678	4355	123.32	123.32	00107259
BELL PIPE AND SUPPLY	V6400476	4355	10.82	10.82	00107260
BELLWOOD, CHRISTINE	V6411171	5210	50.00	50.00	00107261
BILINGUAL DICTIONARIE	V6400513	4310	93.96	93.96	00107262
BUDDY'S ALL STARS INC	V6406311	4310	372.34	372.34	00107263
C TECH CONSTRUCTION I	V6410905	5610	255.00	255.00	00107264
CADA CENTRAL	V6400658	5210	295.00	295.00	00107265
CART MAN INC, THE	V6404668	5610	724.62	724.62	00107266
CITY OF ANAHEIM	V6400957	5520	29,774.87	29,858.89	00107267

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		5530	28.95		
		5580	55.07		
COLLINS BUSINESS EQUI	V6401019	4370	845.48	845.48	00107268
COLLINS, JENNIFER	V6407634	5210	90.00	90.00	00107269
COMMERCIAL AQUATIC SE	V6411131	4347	427.82	548.25	00107270
		4355	120.43		
CORNELIUS, JEFF	V6402295	5220	33.30	33.30	00107271
DEVEREUX TEXAS TREATM	V6401339	5860	14,250.18	14,250.18	00107272
ECONOMY RENTALS INC	V6401478	4355	319.40	578.80	00107273
		5620	259.40		
ESZLINGER, ELIZABETH	V6401558	5210	50.00	50.00	00107274
NEW HAVEN YOUTH AND F	V6407247	5860	29,271.47	29,271.47	00107275
PULIDO, SHAYLYNN	V6411163	5210	175.00	175.00	00107276
RUTHENBECK, LYNN	V6402876	5210	50.00	50.00	00107277
WALSH, DANIELLE	V6411172	5210	175.00	175.00	00107278
WILSON, KRISTEN	V6411173	5210	50.00	50.00	00107279
AT AND T MCI	V6406157	5918	14.79	14.79	00107280
CALIFORNIA SCHOOL MAN	V6409922	5810	6,900.00	6,900.00	00107281
DHK PLUMBING AND PIPE	V6409955	5610	4,743.25	4,743.25	00107282
FERGUSON ENTERPRISES	V6409823	4355	271.81	271.81	00107283
GILBERT SOUTH ASB	V6407543	5880	132.00	132.00	00107284
GOLDEN STATE PAVING C	V6408228	5610	1,250.00	1,250.00	00107285
GREATER ANAHEIM SELPA	V6401927	8311	96,717.07	201,422.15	00107286
		8319	104,705.08		

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
HAUGEN, CRAIG	V6401122	3701	559.60	559.60	00107287
HOME DEPOT	V6405234	4355	358.65	358.65	00107288
HOWARD INDUSTRIES	V6402088	4347	45.57	45.57	00107289
HP DIRECT	V6408671	4310	2,366.02	2,366.02	00107290
IMAGE APPAREL FOR BUS	V6402628	4345	708.52	708.52	00107291
IMPERIAL COUNTY OFFIC	V6406160	5805	26,850.00	26,850.00	00107292
LARNER, JOHN	V6402395	3701	324.00	324.00	00107293
LEXINGTON JUNIOR HIGH	V6402729	5810	530.00	530.00	00107294
MONJARAS AND WISMEYER	V6410873	5810	312.50	312.50	00107295
MONTENEGRO, ROBERT	V6403968	3701	839.40	839.40	00107296
ORANGE COUNTY BEARING	V6409966	4347 4355	39.54 69.97	109.51	00107297
PARADIGM HEALTHCARE S	V6403536	5810	3,975.62	3,975.62	00107298
RALPHS GROCERY COMPAN	V6403828	4310	137.60	137.60	00107299
SHELTON, MIKE	V6403136	3701	559.60	559.60	00107300
SMART AND FINAL IRIS	V6404306	4310	114.17	114.17	00107301
SOUTH JR.H.S. ASB	V6404362	8699	1,800.00	1,800.00	00107302
SYCAMORE JR HIGH ASB	V6404569	8699	44.55	44.55	00107303
ACORN MEDIA	V6400068	4310	169.71	169.71	00107304
ACOUSTICAL MATERIAL S	V6400070	4355	115.30	115.30	00107305
ANAHEIM FUTBOL CLUB	V6411164	8699	454.00	454.00	00107306
ANAHEIM HIGH SCHOOL	V6400260	5810 8699	1,530.00 1,800.00	3,330.00	00107307

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
B AND K ELECTRIC WHOL	V6400623	4355	65.43	65.43	00107308
BILLINGS, JANICE	V6402265	3701	799.20	799.20	00107309
BIOMETRICS4ALL INC	V6409224	5880	68.25	68.25	00107310
BLICK ART MATERIALS	V6401357	9320	403.20	403.20	00107311
BSN SPORTS	V6400615	4310	2,763.57	2,763.57	00107312
BUENA PARK PLAQUE AND	V6400622	4310	1,260.68	1,260.68	00107313
CANNON SPORTS INC	V6400749	9320	958.11	958.11	00107314
CARSON SUPPLY CO	V6400788	4347	4,410.58	4,410.58	00107315
CHON CHEESE BAR B QUE	V6411112	4390	77.00	77.00	00107316
COMPREHENSIVE DRUG TE	V6410899	5810	465.20	465.20	00107317
CRYSTAL GLASS AND MIR	V6401153	4355	568.93	568.93	00107318
EBERHARD EQUIPMENT	V6405532	4347	2,495.13	2,495.13	00107319
ECONOMY RENTALS INC	V6401478	5620	692.30	692.30	00107320
EWING IRRIGATION PROD	V6401634	4347	475.96	475.96	00107321
EXPRESS PIPE AND SUPP	V6401644	4355	306.02	306.02	00107322
FERGUSON ENTERPRISES	V6409823	4355	3,004.36	3,004.36	00107323
FOLLETT EDUCATIONAL S	V6401724	4310	447.21	447.21	00107324
FOLLETT LIBRARY RESOU	V6401725	4210	386.56	386.56	00107325
FULLERTON ACE HARDWAR	V6405244	4310	35.84	35.84	00107326
GANAHL LUMBER CO	V6401804	4355	980.00	980.00	00107327
GOLDEN STATE PAVING C	V6408228	5610	1,900.00	1,900.00	00107328
GRAINGER	V6404982	4355	405.08	405.08	00107329

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
HARRIS OFFICE PRODUCT	V6410267	9320	320.02	320.02	00107330
HOME DEPOT	V6405234	4347 4355	323.68 309.20	632.88	00107331
LOARA ASB	V6402803	5810	4,076.00	4,076.00	00107332
PEOPLES EDUCATION	V6403630	4210	7,539.08	7,539.08	00107333
PEST OPTIONS INC	V6406848	5610	535.00	535.00	00107334
RED ROCK CANYON SCHOO	V6410336	5860	250.00	250.00	00107335
RELIABLE OFFICE SOLUT	V6403889	9320	21,459.92	21,459.92	00107336
RELIABLE SHEET METAL	V6403891	4355	808.13	808.13	00107337
RUSSELL SIGLER INC.	V6410420	4347	972.40	972.40	00107338
SAFETY KLEEN	V6404072	5610	482.26	482.26	00107339
SCHOLASTIC INC. WEEK	V6404150	4310 4315	740.63 183.70	924.33	00107340
SCHOOL SPECIALTY INC	V6404173	9320	5,012.41	5,012.41	00107341
SCHORR METALS INC	V6404179	4355	638.04	638.04	00107342
SKYLIGHT PUBLISHING	V6404298	4310	958.00	958.00	00107343
SOUTH JHS ASB	V6405227	5810	480.00	480.00	00107344
SOUTHWEST SCHOOL AND	V6404383	9320	556.85	556.85	00107345
STAPLES ADVANTAGE	V6410116	9320	396.30	396.30	00107346
STUTZ ARTIANO SHINOFF	V6408054	5821	14,394.94	14,394.94	00107347
T. DAVIS AND ASSOCIAT	V6410605	5810	3,500.00	3,500.00	00107348
TECH DEPOT	V6408408	4320	328.01	328.01	00107349
THINKING MAPS INC.	V6409045	4310	5,282.44	5,282.44	00107350



FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
U S BANK	V6406511	4320	319.08	4,441.55	00107351
		5210	393.60		
		5810	2,492.00		
		5880	1,236.87		
VARIABLE SPEED SOLUTI	V6409350	5610	1,242.00	1,242.00	00107352
WARD'S NATURAL SCIENC	V6404999	4310	1,262.14	1,262.14	00107353
WAXIE SANITARY SUPPLY	V6405008	9320	1,032.07	1,032.07	00107354
WEST LITE SUPPLY CO I	V6405035	9320	1,948.39	1,948.39	00107355
WESTEL COMMUNICATION	V6405039	5610	240.00	240.00	00107356
WOODWARD ACADEMY	V6411079	5860	33,231.04	33,231.04	00107357
			*** CHECK GAP ***		
REFRIGERATION SUPPLIE	V6403873	4347	4,826.30	4,897.28	00107359
		4355	70.98		
THERAPEUTIC EDUCATION	V6404702	5860	33,693.00	33,693.00	00107360
THYSSENKRUPP ELEVATOR	V6404724	5610	4,770.00	4,770.00	00107361
TROXELL COMMUNICATION	V6404796	4410	2,666.82	2,666.82	00107362
			*** CHECK GAP ***		
A Z PARTS SALES	V6409623	4376	374.76	374.76	00107364
AICHELE, STEVEN G.	V6407891	5610	125.00	125.00	00107365
ALLIANCE ENVIRONMENTA	V6400169	5610	3,394.53	3,394.53	00107366
ALVARADO PAINTING, A	V6406348	5610	1,420.00	1,420.00	00107367
ARCMATE MANUFACTURING	V6410685	9320	1,321.58	1,321.58	00107368
ARMSTRONG, IAN	V6408439	5220	76.59	76.59	00107369
AT AND T	V6400374	5918	1,291.99	1,291.99	00107370

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
BUSH, REBECCA	V6403854	5220	57.72	57.72	00107371
BUSWEST LLC	V6407892	4376	345.35	345.35	00107372
CAL LIFT INC	V6400664	5610	216.14	216.14	00107373
CALCP	V6400671	5210	2,000.00	2,000.00	00107374
CAMERON WELDING SUPPL	V6400741	4355 5610	27.46 27.46	54.92	00107375
CANYON AUTO GLASS	V6408005	4370	128.22	128.22	00107376
CART MAN INC, THE	V6404668	5610	241.85	241.85	00107377
CEMEX	V6404364	5610	1,617.58	1,617.58	00107378
CHENLEE, JANET	V6405658	5220	198.69	198.69	00107379
CHILD SHUTTLE	V6406415	5870	5,682.00	5,682.00	00107380
CITY AUTO TOP	V6400953	4370 4376	112.71 118.48	231.19	00107381
CITY OF ANAHEIM	V6400957	5520 5530 5580	77,364.46 10,890.33 7,335.96	95,590.75	00107382
CLAIM RETENTION SERVI	V6408940	5810	143.00	143.00	00107383
CORREIA, FRANCES	V6401738	5220	96.46	96.46	00107384
CRYSTAL GLASS AND MIR	V6401153	4355	59.74	59.74	00107385
CULVER NEWLIN INC	V6401188	4410	3,659.84	3,659.84	00107386
DRAKE SUPPLY COMPANY	V6406285	4370	1,777.88	1,777.88	00107387
DUNN EDWARDS PAINTS	V6401448	4355	249.26	249.26	00107388
EASTRIDGE, SCOTT	V6410579	5210	135.00	135.00	00107389
ELLIOTT, MARYJO	V6408060	5220	80.53	80.53	00107390

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
FARMAN, JUANA	V6406999	5220	135.98	135.98	00107391
FENN TERMITE AND PEST	V6401679	5610	380.00	380.00	00107392
FLEET SERVICES INC	V6405625	4376 4385	747.94 1,497.69	2,245.63	00107393
FROG ENVIRONMENTAL IN	V6407428	5610	175.00	175.00	00107394
GANAHL LUMBER CO	V6401804	4355	433.80	433.80	00107395
GAS COMPANY, THE	V6404372	5510	14,199.31	14,199.31	00107396
GENERAL INDUSTRIAL TO	V6401833	9320	558.58	558.58	00107397
GRAINGER	V6404982	4355 4385	322.18 138.54	460.72	00107398
GROVE, KELLY A.	V6409563	5220	66.60	66.60	00107399
H AND H AUTO PARTS WH	V6401967	4385	51.77	51.77	00107400
HD INDUSTRIES	V6401983	4376 4385	678.91 85.98	764.89	00107401
HOLLIS, PAM	V6409753	5220	15.54	15.54	00107402
HWANG, BETHANY	V6408748	5220	195.75	195.75	00107403
IMPERIAL PRODUCTS INC	V6402137	4355	1,057.88	1,057.88	00107404
INCLUSIVE EDUCATION A	V6410158	5860	1,670.00	1,670.00	00107405
IRON MOUNTAIN	V6409943	5812	142.00	142.00	00107406
IXL	V6410650	5880	725.00	725.00	00107407
JACKSONS A S BREA	V6406346	4347 4370 4375	133.47 369.57 50.03	985.20	00107408
JEYCO PRODUCTS INC	V6402332	4376 4385	110.49 321.64	1,229.45	00107409

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		4387	156.78		
JIM DAVIDSON SEWING M	V6409736	5610	435.80	435.80	00107410
JOE RHODES MAINTENANC	V6402367	5610	902.81	902.81	00107411
KAGAN PROFESSIONAL DE	V6410387	5210	378.00	378.00	00107412
KRUEGER, CELESTE	V6409442	5220	74.65	74.65	00107413
LETTER PERFECT SIGNS	V6402726	4355	140.14	140.14	00107414
MAGNOLIA HIGH SCHOOL	V6402920	8699	2,700.00	2,700.00	00107415
MARTINEZ, DEBBIE	V6408279	5220	180.30	180.30	00107416
MEEHAN, LACEY	V6409733	5220	43.02	43.02	00107417
NEWS 2 YOU	V6405551	5880	2,800.00	2,800.00	00107418
ORANGEVIEW JR HIGH SC	V6403468	5810	495.00	495.00	00107419
PHAM, RICK	V6406082	5220	53.01	53.01	00107420
REAL, JEANNETTE	V6411176	5220	43.85	43.85	00107421
RUDY'S SCREEN PRINTIN	V6411133	4310	783.00	783.00	00107422
SOUTH COAST AIR QUALI	V6404356	5880	169.49	169.49	00107423
SOUTHERN CALIFORNIA E	V6404370	5520	137,737.13	137,737.13	00107424
SPYKERMAN, JULIE	V6405752	5220	87.56	87.56	00107425
STEINBRICK, GAIL	V6408751	5220	208.18	208.18	00107426
VILLASENOR JR, JESUS	V6408991	5220	53.28	53.28	00107427
VITAL LINK ORANGE C	V6404963	5805	3,000.00	3,000.00	00107428
*** CHECK GAP ***					
A I FENCE COMPANY	V6408537	4355	631.71	631.71	00107432

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AAA ELECTRIC MOTOR SA	V6400033	4347	366.24	366.24	00107433
ADVANCED TRAINING SOL	V6411168	5810	10,045.00	10,045.00	00107434
ALL ACTION AWARDS	V6400155	4310	513.34	513.34	00107435
ALVARADO PAINTING, A	V6406348	5610	800.00	800.00	00107436
AT AND T	V6400374	5918	34.58	34.58	00107437
BEE BUSTERS	V6400472	5610	450.00	450.00	00107438
BELINDA DUNNICK KARGE	V6410918	5805	2,000.00	2,000.00	00107439
BOBCAT OF CERRITOS IN	V6410676	4347 5610	115.09 991.70	1,106.79	00107440
C TECH CONSTRUCTION I	V6410905	5610	290.00	290.00	00107441
CARSON SUPPLY CO	V6400788	4347	3,245.93	3,245.93	00107442
CENTRAL PLUMBING CO.	V6410859	5610	250.00	250.00	00107443
CLARK SECURITY PRODUC	V6400966	4355	2,642.54	2,642.54	00107444
CLASSIC PARTY RENTALS	V6408217	5620	2,336.18	2,336.18	00107445
CONTINENTAL CHEMICAL	V6409578	9320	3,178.63	3,178.63	00107446
DE LA RIVA CONSTRUCTI	V6411108	6216	10,093.35	10,093.35	00107447
EBERHARD EQUIPMENT	V6405532	4347	876.07	876.07	00107448
ECONOMY RENTALS INC	V6401478	5610 5620	112.68 479.09	591.77	00107449
EXPRESS PIPE AND SUPP	V6401644	4355	367.43	367.43	00107450
FERGUSON ENTERPRISES	V6409823	4355	10,281.16	10,281.16	00107451
GANAHL LUMBER CO	V6401804	4355	126.95	126.95	00107452
GASELPA	V6406517	5805	13,663.31	13,663.31	00107453

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GLASBY MAINTENANCE SU	V6401863	4347	293.61	293.61	00107454
GRAINGER	V6404982	4347 4355	1,049.85 1,041.01	2,090.86	00107455
GUNTHERS ATHLETIC SER	V6401962	5560	81.00	81.00	00107456
*** VOID CONTINUE *** VOID.CONTINU					
HOME DEPOT	V6405234	4347 4355	139.57 2,491.39	2,630.96	00107458
KNORR SYSTEMS	V6402610	4347 5610	7,375.10 400.33	7,775.43	00107459
PARADIGM HEALTHCARE S	V6403536	5810	3,547.59	3,547.59	00107460
PARKHOUSE TIRE INC.	V6403547	4370	177.55	177.55	00107461
PAXTON PATTERSON	V6403589	4310	379.75	379.75	00107462
PC MALL GOV	V6403599	4320	288.20	288.20	00107463
PENNER PARTITIONS INC	V6403625	4355	70.04	70.04	00107464
PRESCOTT HARDWARE AND	V6408590	4347	112.00	112.00	00107465
PRINGLES DRAPERIES AN	V6405953	4355	75.10	75.10	00107466
PRO ONE INC.	V6410351	4384	1,719.76	1,719.76	00107467
RAYVERN LIGHTING SUPP	V6409867	9320	334.24	334.24	00107468
RED ROCK CANYON SCHOO	V6410336	5860	216,476.00	216,476.00	00107469
REFRIGERATION SUPPLIE	V6403873	4347	1,288.30	1,288.30	00107470
RIDDLE APPLIANCE AND	V6406711	5610	254.05	254.05	00107471
ROY PETE PAPER CUTTER	V6411088	5610	1,430.79	1,430.79	00107472
RUSSELL SIGLER INC.	V6410420	4347	257.19	257.19	00107473
SAFETY KLEEN	V6404072	5610	596.73	596.73	00107474

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SAN DIEGO COUNTY OFFI	V6404098	5210	100.00	100.00	00107475
SCHOOL BUS PARTS	V6404157	4385	142.34	142.34	00107476
SCHORR METALS INC	V6404179	4355	86.88	86.88	00107477
SEHI COMPUTER PRODUCT	V6404221	4310	87.89	87.89	00107478
SIEMENS WATER TECHNOL	V6408457	5610	385.80	385.80	00107479
SIGNS AND SUPPLIES	V6410977	4355	857.69	857.69	00107480
SKS INC	V6404058	4384	1,546.78	1,546.78	00107481
SMART AND FINAL IRIS	V6404306	4310	87.11	87.11	00107482
SPOT COOLERS	V6411074	5610	1,077.50	1,077.50	00107483
STAPLES ADVANTAGE	V6410116	4310 4320	170.20 103.57	273.77	00107484
SUPPLYMASTER	V6404538	4320	638.18	638.18	00107485
THOMPSON'S BUILDING M	V6404721	4347	45.99	45.99	00107486
TIRES WAREHOUSE	V6411116	4386	763.45	763.45	00107487
UNION AUTO SERVICE CE	V6404840	4370 5610	708.73 1,080.00	1,788.73	00107488
UNITED HEALTH SUPPLIE	V6404851	9320	70.20	70.20	00107489
WESTERN HIGH SCHOOL A	V6405044	5810	6,976.00	6,976.00	00107490
WESTRUX INTERNATIONAL	V6405053	4370 4376	753.41 152.91	906.32	00107491
WURTH USA INC	V6408563	4375	121.95	121.95	00107492
ZONES	V6405158	4320	209.63	209.63	00107493
ALVARADO PAINTING, A	V6406348	5610	695.00	695.00	00107494
ANAHEIM UNION HIGH SC	V6400267	5454	23,937.00	23,937.00	00107495

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ARAMARK SPORTS ENTERT	V6400326	4390	974.60	974.60	00107496
CARSON SUPPLY CO	V6400788	4347	872.05	872.05	00107497
CHAMPION CHEMICAL CO.	V6400860	9320	1,949.84	1,949.84	00107498
CHRISTIAN COMPANY INC	V6400919	4347	2,015.27	2,015.27	00107499
COMMERCIAL AQUATIC SE	V6411131	5610	1,921.10	1,921.10	00107500
EWING IRRIGATION PROD	V6401634	4347	145.68	145.68	00107501
HERITAGE SCHOOL	V6402041	5860	93,097.08	93,097.08	00107502
HORIZON	V6408259	4347	1,581.66	1,581.66	00107503
IBARRA RODRIGUEZ, MIG	V6409769	5220	55.51	55.51	00107504
IMPERIAL PRODUCTS INC	V6402137	4355	688.60	688.60	00107505
J.W. PEPPER AND SON I	V6402214	4310	343.27	343.27	00107506
JACKSONS A S BREA	V6406346	4347	90.58	90.58	00107507
K12 SOFTWARE	V6411162	4310	322.99	322.99	00107508
MACKIN LIBRARY MEDIA	V6402903	4210	144.51	144.51	00107509
MC COY MILLS FORD	V6411093	4370	58.92	58.92	00107510
MC FADDEN DALE HARDWA	V6403056	4347 4355	107.80 208.07	315.87	00107511
MISSION LINEN SUPPLY	V6411115	4388	85.34	85.34	00107512
MOORE MEDICAL CORP.	V6403191	4310	29.96	29.96	00107513
NASCO MODESTO	V6403253	9320	288.25	288.25	00107514
NEW HORIZONS CONTRACT	V6410459	5610	600.00	600.00	00107515
ORANGE COUNTY CIRCUIT	V6409403	4347	32.33	32.33	00107516
PIPS	V6407384	3601	205,926.44	274,568.58	00107517



FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		3602	68,642.14		
RIDDELL ALL AMERICAN	V6403939	5630	5,146.39	5,146.39	00107518
SEHI COMPUTER PRODUCT	V6404221	4310	243.59	243.59	00107519
SMART AND FINAL IRIS	V6404306	4310	108.85	108.85	00107520
SOUTHWEST SCHOOL AND	V6404383	9320	2,661.88	2,661.88	00107521
STAPLES ADVANTAGE	V6410116	4320	68.27	68.27	00107522
STUTZ ARTIANO SHINOFF	V6408054	5821	2,283.85	2,283.85	00107523
VERA, CARLOS	V6408946	5220	93.52	93.52	00107524
WALKER JR HIGH SCHOOL	V6404990	5810	530.00	530.00	00107525
*** CHECK GAP ***					
ANAHEIM DISPOSAL	V6400256	5580	7,010.47	7,010.47	00107529
APPLE INC	V6400319	4310	434.89	434.89	00107530
ART SUPPLY WAREHOUSE	V6400350	4310	49.74	49.74	00107531
ASSOCIATED BUSINESS P	V6400369	5610	69.50	69.50	00107532
BROOKS INSTALLATIONS	V6403919	5610	400.00	400.00	00107533
CONSOLIDATED DISPOSAL	V6401069	5580	6,502.33	6,502.33	00107534
GANAHL LUMBER CO	V6401804	4320	1,139.37	1,139.37	00107535
IMAGE APPAREL FOR BUS	V6402628	4345	1,782.39	1,782.39	00107536
KONICA MINOLTA BUSINE	V6403156	5620	3,726.72	3,726.72	00107537
LEE, SANG HU	V6404111	5220	61.88	61.88	00107538
MONTGOMERY HARDWARE C	V6405624	4355	5,552.55	5,552.55	00107539
OCDE	V6403452	4310	800.00	114,930.49	00107540
		5210	1,930.00		

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		5310	800.00		
		5870	12,519.74		
		7141	98,880.75		
OFFICE DEPOT	V6403421	4320	719.82	876.53	00107541
		9320	156.71		
ORANGE COUNTY SANITAT	V6405668	5580	116,235.00	116,235.00	00107542
PCI EDUCATIONAL PUBLI	V6403603	4210	282.26	282.26	00107543
RALPHS GROCERY COMPAN	V6403828	4310	48.70	48.70	00107544
SCHOOL INNOVATIONS AN	V6409383	5810	8,400.00	8,400.00	00107545
SHOW OFF DESIGNS INC.	V6405794	4310	2,850.50	2,850.50	00107546
STAFF DEVELOPMENT RES	V6400825	5210	458.00	458.00	00107547
STANISLAUS COUNTY OFF	V6411167	5210	447.00	447.00	00107548
STAPLES ADVANTAGE	V6410116	9320	4,488.33	4,488.33	00107549
SUPERSHUTTLE	V6409967	5870	55.20	55.20	00107550
TECH DEPOT	V6408408	4310	214.34	214.34	00107551
TROXELL COMMUNICATION	V6404796	4310	533.37	533.37	00107552
*** CHECK GAP ***					
AAA ELECTRIC MOTOR SA	V6400033	4347	292.79	292.79	00107554
ACORN MEDIA	V6400068	4310	928.81	928.81	00107555
ALL AMERICAN TROPHY E	V6400159	4310	1,131.38	1,131.38	00107556
ALLIANCE ENVIRONMENTA	V6400169	5610	426.07	426.07	00107557
APPLE INC	V6400319	4310	434.89	1,808.06	00107558
		4410	1,373.17		
APPLETREE ANSWERING S	V6403802	5918	760.00	760.00	00107559

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
BARNES AND NOBLE	V6400450	4210	981.93	981.93	00107560
BLICK ART MATERIALS	V6401357	4310	57.34	57.34	00107561
BSN SPORTS	V6400615	4310 9320	3,544.89 702.10	4,246.99	00107562
CALIFORNIA FBIA	V6406690	5210	50.00	50.00	00107563
CEMEX	V6404364	5610	2,480.90	2,480.90	00107564
CLAIM RETENTION SERVI	V6408940	5810	529.50	529.50	00107565
DUNN EDWARDS PAINTS	V6401448	4355	788.30	788.30	00107566
DYNAVOX SYSTEMS LLC	V6409679	4310	299.00	299.00	00107567
EZ LINE STRIPING CORP	V6410193	5610	1,850.00	1,850.00	00107568
*** VOID CONTINUE *** VOID.CONTINU			0.00	0.00	00107569
FENN TERMITE AND PEST	V6401679	5610	1,896.00	1,896.00	00107570
JACKSONS A S BREA	V6406346	4310	665.05	665.05	00107571
ORANGE COUNTY REGISTE	V6403461	4320	2,091.36	2,091.36	00107572
ORVAC ELECTRONICS	V6403479	4320	575.72	575.72	00107573
PARKER AND COVERT LLP	V6403544	5821	21,681.24	21,681.24	00107574
SILVER STATE COACH IN	V6409164	5620	3,433.50	3,433.50	00107575
*** CHECK GAP ***					
A Z PARTS SALES	V6409623	4376 4385	788.67 232.93	1,021.60	00107578
A1 TRANSMISSION SERVI	V6400030	4370 5610	524.50 815.65	1,340.15	00107579
ACOUSTICAL MATERIAL S	V6400070	4355	57.65	57.65	00107580
ASBURY ENVIRONMENTAL	V6400358	5610	199.57	199.57	00107581

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AT AND T	V6400374	5918	15,265.15	15,265.15	00107582
AT AND T MCI	V6406157	5918	43.35	43.35	00107583
AXLE TRANSMISSION XCH	V6405352	4376 5610	307.57 300.00	607.57	00107584
BEACON DAY SCHOOL	V6409269	5860	23,402.40	23,402.40	00107585
BING HUANG (PARENT)	V6410986	5860	2,340.00	2,340.00	00107586
BUSWEST LLC	V6407892	4376 4385	1,538.90 210.72	1,749.62	00107587
CALIFORNIA TEACHERS A	V6405447	5210	450.00	450.00	00107588
CANYON AUTO GLASS	V6408005	4370 5610	106.67 100.00	206.67	00107589
CINNAMON HILLS YOUTH	V6407425	5860	14,215.00	14,215.00	00107590
CITY OF BUENA PARK	V6400958	5530	6,810.80	6,810.80	00107591
COURTYARD BY MARRIOTT	V6409936	5210	2,123.37	2,123.37	00107592
CRYSTAL GLASS AND MIR	V6401153	4355	141.42	141.42	00107593
DARTCO TRANSMISSION S	V6401258	4376 4385	1,934.11 1,503.11	3,437.22	00107594
DEVEREUX TEXAS TREATM	V6401339	5860	33,089.53	33,089.53	00107595
DRAKE SUPPLY COMPANY	V6406285	4376 4385	133.11 89.82	222.93	00107596
ECONOMY RENTALS INC	V6401478	5620	209.40	209.40	00107597
FEDERAL TECHNOLOGY SO	V6411145	5610	1,342.63	1,342.63	00107598
FLEET SERVICES INC	V6405625	4370 4376 4385	112.52 5,108.22 759.64	5,980.38	00107599
GARY'S RADIATOR SERVI	V6401818	4370	296.31	871.31	00107600

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		5610	575.00		
GASELPA	V6406517	5805	4,711.80	4,711.80	00107601
GILBERT SOUTH ASB	V6407543	5880	66.00	66.00	00107602
GLASBY MAINTENANCE SU	V6401863	4347	187.05	187.05	00107603
GRAMMY MUSEUM	V6410933	5880	754.00	754.00	00107604
H AND H AUTO PARTS WH	V6401967	4370	67.48	1,784.53	00107605
		4376	599.39		
		4385	1,117.66		
HARRIS OFFICE PRODUCT	V6410267	9320	347.56	347.56	00107606
HERNANDEZ, JOSE	V6408762	5880	1,320.00	1,320.00	00107607
J.W. PEPPER AND SON I	V6402214	4310	376.74	376.74	00107608
LOS ANGELES FREIGHTLI	V6402833	4376	95.23	95.23	00107609
MATCO TECH	V6403024	5610	1,030.73	1,030.73	00107610
MISSION LINEN SUPPLY	V6411115	4387	85.34	170.68	00107611
		4388	85.34		
MOBILE INDUSTRIAL SUP	V6407890	4375	174.70	174.70	00107612
NEW HAVEN YOUTH AND F	V6407247	5860	8,309.00	8,309.00	00107613
ONE STOP PARTS SOURCE	V6406259	4370	163.57	244.43	00107614
		4376	80.86		
ORANGE COUNTY FIRE PR	V6403457	4376	1,149.69	1,366.69	00107615
		5610	217.00		
PACIFIC COAST SPEECH	V6410543	5805	12,054.00	12,054.00	00107616
PARKHOUSE TIRE INC.	V6403547	4386	813.00	813.00	00107617
PEARSON EDUCATION	V6403609	4310	759.00	759.00	00107618
PITNEY BOWES	V6403677	5620	2,553.00	2,553.00	00107619

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
REEL LUMBER SERVICE	V6403871	4310	523.03	523.03	00107620
REFRIGERATION SUPPLIE	V6403873	4347	536.29	536.29	00107621
REMO HARDWARE	V6409513	9320	81.46	81.46	00107622
SARGENT WELCH LLC	V6404124	4310	6.47	6.47	00107623
SCHOOL BUS PARTS	V6404157	4385	233.56	233.56	00107624
SCHORR METALS INC	V6404179	4355	10.78	10.78	00107625
SIGNS AND SUPPLIES	V6410977	4355	190.07	190.07	00107626
SKS INC	V6404058	4375	554.17	554.17	00107627
SMART AND FINAL IRIS	V6404306	4310	396.50	396.50	00107628
SO CAL OFFICE TECHNOL	V6406339	5620	495.65	495.65	00107629
STAPLES ADVANTAGE	V6410116	4320	176.24	176.24	00107630
STATER BROS STORE 60	V6410978	4310	65.92	65.92	00107631
SUPERIOR FILTRATION P	V6410872	4347	1,605.39	1,605.39	00107632
SUPPLYMASTER	V6404538	4320	252.52	252.52	00107633
TIME AND ALARM SYSTEM	V6404729	5610	264.50	264.50	00107634
TRADITIONAL AUTO SUPP	V6409571	4370 4385	471.89 212.16	684.05	00107635
TROXELL COMMUNICATION	V6404796	4410	1,503.12	1,503.12	00107636
TURF STAR INC	V6404805	4347	95.71	95.71	00107637
UNION AUTO SERVICE CE	V6404840	4370 5610	574.23 1,369.85	1,944.08	00107638
WENGER CORP	V6405024	4310	1,183.65	1,183.65	00107639
WESTEL COMMUNICATION	V6405039	5610	360.00	360.00	00107640

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
WESTRUX INTERNATIONAL	V6405053	4376 4385	852.96 171.78	1,024.74	00107641
WURTH USA INC	V6408563	4375	599.09	599.09	00107642
YELLOW CAB OF GREATER	V6405135	5870	1,733.00	1,733.00	00107643
BONFADINI, VICTORIA	V6408916	5210	225.00	225.00	00107644
DUCA, JASON	V6407065	5220	91.96	91.96	00107645
E.G. AIRE HEATING AND	V6409954	4347	1,532.50	1,532.50	00107646
F.M. THOMAS AIR CONDI	V6401651	5610	17,766.82	17,766.82	00107647
FERGUSON ENTERPRISES	V6409823	4355	955.38	955.38	00107648
FOLLETT EDUCATIONAL S	V6401724	4150	64.65	64.65	00107649
GANAHL LUMBER CO	V6401804	4355	1,174.66	1,174.66	00107650
GOLD COAST YOUTH SERV	V6411178	5870	2,558.40	2,558.40	00107651
GOLDEN STATE WATER CO	V6408018	5530	45,934.39	45,934.39	00107652
GONZALEZ, LAURA	V6410576	5220	48.34	48.34	00107653
GRAINGER	V6404982	4347 4355	301.94 139.17	441.11	00107654
HOLT, MATILDE	V6410494	5210	230.00	230.00	00107655
HOME DEPOT	V6405234	4320 4347 4355	75.34 85.99 1,357.34	1,518.67	00107656
J AND A FENCE	V6409989	5610	2,500.00	2,500.00	00107657
LOPEZ, CYNTHIA D.	V6407771	5220	105.45	105.45	00107658
MARTINEZ, DEBBIE	V6408279	5210	695.25	695.25	00107659
MONTGOMERY ROA, KARA	V6410643	5210	220.94	220.94	00107660

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
MORRIS, KATHY	V6402537	5220	99.90	99.90	00107661
NAVIANCE INC.	V6409209	5810	6,097.65	6,097.65	00107662
NGO, BRYANNE	V6410514	5220	17.88	17.88	00107663
ORCO DOOR CLOSER SERV	V6403472	4355	336.18	336.18	00107664
ORVAC ELECTRONICS	V6403479	4320	1,229.51	1,229.51	00107665
PACIFIC SALES	V6407828	4310 4410	35.56 1,333.94	1,369.50	00107666
RELIABLE OFFICE SUPPL	V6403890	4320	200.11	200.11	00107667
RONAN, BRENDAN	V6409805	5210	230.00	230.00	00107668
SCHOOL HEALTH CORPORA	V6404160	4320	557.29	557.29	00107669
SHIELD FIRE PROTECTIO	V6410947	5610	250.00	250.00	00107670
SOUTHWEST SCHOOL AND	V6404383	9320	754.21	754.21	00107671
SPICERS PAPER INC	V6404405	4320	979.91	979.91	00107672
SPOT COOLERS	V6411074	5610	592.63	592.63	00107673
THYSSENKRUPP ELEVATOR	V6404724	5610	331.00	331.00	00107674
TIRES WAREHOUSE	V6411116	4386	5,035.47	5,035.47	00107675
TOMOVICH, BROOK	V6411184	5210	230.00	230.00	00107676
TRI CITIES REFRIGERAT	V6406964	5610	1,784.69	1,784.69	00107677
TUPARAN, LUIS	V6410822	5220	132.60	132.60	00107678
VILLMER, PAULA	V6410695	5220	14.99	14.99	00107679
VSA INC	V6410631	4410	2,936.19	2,936.19	00107680
WALSWICK, STEPHEN	V6409298	5210	874.15	874.15	00107681
AGUILERA, OFELIA	V6411190	5220	20.54	20.54	00107682



FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ALVARADO PAINTING, A	V6406348	5610	1,200.00	1,200.00	00107683
BING HUANG (PARENT)	V6410986	5860 5880	5,480.00 1,343.10	6,823.10	00107684
BIOMETRICS4ALL INC	V6409224	5880	20.25	20.25	00107685
CINTAS DOCUMENT MANAG	V6411124	5810	60.00	60.00	00107686
CLASSIC PARTY RENTALS	V6408217	5620	3,902.19	3,902.19	00107687
COMPREHENSIVE DRUG TE	V6410899	5810	360.20	360.20	00107688
COMPUTER GEEKS, THE	V6408823	4320	1,701.68	1,701.68	00107689
DISCIPLINA POSITIVA	V6411034	5805	4,000.00	4,000.00	00107690
LAW OFFICES OF MAUREE	V6411180	5850	3,000.00	3,000.00	00107691
PAGNANO, ERICA	V6410806	5210	238.00	238.00	00107692
PARKER AND COVERT LLP	V6403544	5821	37,915.62	37,915.62	00107693
PEARSON EDUCATION	V6403609	4150	51.92	51.92	00107694
REVOLVING CASH FUND	V6405190	2249 2283 4390 5210 5310 5880 5910 8699	322.49 1,120.30 1,211.61 975.06 800.00 1,705.20 2,066.09 410.00	8,610.75	00107695
SAN DIEGO COUNTY SUPE	V6405606	5810	6,200.00	6,200.00	00107696
SIGNS AND SUPPLIES	V6410977	4355	218.73	218.73	00107697
SMART AND FINAL IRIS	V6404306	4310	345.59	345.59	00107698
SOCIAL SIGNALS LLC	V6411175	4310	748.89	748.89	00107699
SOUTH JHS ASB	V6405227	5810	315.00	315.00	00107700

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SOUTHWEST SCHOOL AND	V6404383	9320	203.30	203.30	00107701
TONER CABLE EQUIPMENT	V6404749	4320	890.57	890.57	00107702
TROXELL COMMUNICATION	V6404796	4310	327.56	327.56	00107703
UNITED PARCEL SERVICE	V6408429	5910	431.93	431.93	00107704
*** VOID CONTINUE ***	VOID.CONTINU		0.00	0.00	00107705
AT AND T MCI	V6406157	5918	16,424.99	16,424.99	00107706
FEDERAL EXPRESS	V6401675	5910	86.45	86.45	00107707
FERGUSON ENTERPRISES	V6409823	4355	693.02	693.02	00107708
FISHER SCIENCE EDUCAT	V6401697	4310	6.37	6.37	00107709
FLINN SCIENTIFIC INC	V6401708	4310	4,914.22	4,914.22	00107710
FREY SCIENTIFIC	V6401763	4310	325.55	325.55	00107711
GLASBY MAINTENANCE SU	V6401863	9320	109.39	109.39	00107712
GRAYBAR ELECTRIC COMP	V6401918	4320	878.70	878.70	00107713
HILLYARD FLOOR CARE S	V6402055	9320	89.27	89.27	00107714
HOWARD INDUSTRIES	V6402088	4347	1,076.78	1,076.78	00107715
HP DIRECT	V6408671	4310 4410	371.57 15,511.99	15,883.56	00107716
J.W. PEPPER AND SON I	V6402214	4310	72.74	72.74	00107717
*** VOID CONTINUE ***	VOID.CONTINU		0.00	0.00	00107718
JACKSONS A S BREA	V6406346	4370 4375 4376 4385 4387 5610	580.75 -103.47 121.08 849.57 332.73 927.47	2,708.13	00107719

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
NASCO MODESTO	V6403253	4310	17.24	17.24	00107720
ORANGEVIEW JR HIGH SC	V6403468	5810	100.00	100.00	00107721
ORGANIZED SPORTSWEAR	V6403474	4310	1,384.80	1,384.80	00107722
PREMIUM QUALITY LIGHT	V6409781	9320	143.74	143.74	00107723
RELIABLE OFFICE SOLJUT	V6403889	9320	21,459.92	21,459.92	00107724
SHUEH, DOLLY	V6411191	5210	75.96	75.96	00107725
STAPLES ADVANTAGE	V6410116	4310	62.19	62.19	00107726
WEST PAYMENT CENTER	V6407958	4210	126.48	126.48	00107727
A U H S D FOOD SERVIC	V6400023	4390	117.46	117.46	00107728
BMR HEALTH SERVICES I	V6411188	5810	24,040.00	24,040.00	00107729
IMPERIAL PRODUCTS INC	V6402137	4355 9320	34.48 370.44	404.92	00107730
J.W. PEPPER AND SON I	V6402214	4310	133.84	133.84	00107731
JEYCO PRODUCTS INC	V6402332	4375 9320	499.81 190.85	690.66	00107732
KEMP, CHRISTINE	V6400923	5220	78.81	78.81	00107733
KONICA MINOLTA BUSINE	V6403156	5620	3,227.29	3,227.29	00107734
LETTER PERFECT SIGNS	V6402726	4355	357.33	357.33	00107735
MARKERBOARD PEOPLE, T	V6404677	4310	81.05	81.05	00107736
MC FADDEN DALE HARDWA	V6403056	4355	432.08	432.08	00107737
MISSION LINEN SUPPLY	V6411115	4388	170.81	170.81	00107738
NASCO MODESTO	V6403253	9320	262.04	262.04	00107739
NATIONAL ASSOCIATION	V6403260	4310	295.00	295.00	00107740

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
NCS PEARSON INC.	V6403319	4310	3,929.31	3,929.31	00107741
OFFICE DIGITAL SOLUTI	V6411101	4310	50,394.06	50,394.06	00107742
P AND R PAPER SUPPLY	V6407302	9320	107.06	107.06	00107743
PARADISE CANYON SYSTE	V6409631	5610	21,384.30	21,384.30	00107744
PITNEY BOWES PRESORT	V6409632	5910	9,259.28	9,259.28	00107745
QWIZDOM INC.	V6407542	5880	517.20	517.20	00107746
RIDDLE APPLIANCE AND	V6406711	5610	158.00	158.00	00107747
RUSSELL SIGLER INC.	V6410420	4347	182.99	182.99	00107748
SANTOS, RAFAEL	V6410483	5220	6.66	6.66	00107749
SCHOOL SPECIALTY INC	V6404173	9320	791.73	791.73	00107750
SHERWIN WILLIAMS CO.,	V6410919	9320	930.96	930.96	00107751
TROXELL COMMUNICATION	V6404796	4310	978.15	978.15	00107752
WEST LITE SUPPLY CO I	V6405035	9320	3,096.86	3,096.86	00107753

TOTAL FOR FUND: 0101 GENERAL FUND 3,974,855.00

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		Object Total			
		2249	322.49		
		2283	1,120.30		
		3408	970.22		
		3601	205,926.44		
		3602	68,642.14		
		3701	3,081.80		
		4110	447.87		
		4150	40,886.03		
		4210	9,485.17		
		4310	148,894.57		
		4315	241.48		
		4320	36,822.15		
		4345	4,279.08		
		4347	56,970.24		
		4355	63,885.83		
		4370	7,830.39		
		4375	2,968.95		
		4376	16,075.25		
		4381	605.37		
		4384	3,266.54		
		4385	7,618.91		
		4386	6,873.69		
		4387	6,574.85		
		4388	341.49		
		4390	2,786.86		
		4410	39,957.13		
		5210	16,503.33		
		5220	3,852.20		
		5230	1,220.77		
		5310	2,143.00		
		5454	57,187.34		
		5510	14,378.74		
		5520	485,862.41		
		5530	115,028.33		
		5560	81.00		
		5580	166,318.77		
		5610	171,368.63		
		5620	28,643.58		
		5630	13,412.49		
		5805	80,333.11		
		5810	113,059.01		
		5812	142.00		

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
	5821		87,515.88		
	5850		3,000.00		
	5860		578,881.49		
	5870		24,162.64		
	5880		72,979.67		
	5910		12,096.20		
	5918		66,516.44		
	5920		-505.88		
	6216		10,093.35		
	6490		39,238.00		
	7141		144,378.33		
	7223		621,592.89		
	8311		96,717.07		
	8319		104,705.08		
	8699		14,662.36		
	9320		98,411.53		

TOTAL FOR FUND: 0101 GENERAL FUND 3,974,855.00

Total Number Of Checks Printed: 763  
 Number Of Void Checks Printed: 6  
 Number Of Actual Checks Printed: 757

ANAHEIM UHSD 11/28/12 Vendor Check Register  
WED, NOV 28, 2012, 8:17 AM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 12891874 #J867--prog: CK517 <1.01>--report id: CKREC50C  
FUND: 2525 CAPITAL FAC

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SCHOOL PLANNING SERVI	V6409956	5810	3,500.00	3,500.00	00107054

\*\*\* CHECK GAP \*\*\*

TOTAL FOR FUND: 2525 CAPITAL FAC 3,500.00

Object	Object Total
5810	3,500.00

TOTAL FOR FUND: 2525 CAPITAL FAC 3,500.00

Total Number Of Checks Printed: 1  
 Number Of Void Checks Printed: 0  
 Number Of Actual Checks Printed: 1

ANAHEIM UHSD 11/28/12 Vendor Check Register  
 WED, NOV 28, 2012, 8:17 AM --Req: KORR-----leg: 64 ---loc: 64FISCAL--job: 12891874 #J867--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 2545 CAP FAC AGENCY

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
DIGITAL ELECTRIC	V6410370	6165	6,900.00	6,900.00	00107163
				*** CHECK GAP ***	
NKS MECHANICAL CONTRA	V6410251	6216	296,590.00	296,590.00	00107227
				*** CHECK GAP ***	
JUBANY NAC ARCHITECTU	V6409796	6212	4,495.40	4,495.40	00107358
				*** CHECK GAP ***	
BUDLONG AND ASSOCIATE	V6409794	6212	9,922.00	9,922.00	00107363
				*** CHECK GAP ***	
BANK OF SACRAMENTO	V6407928	6165	9,263.00	9,263.00	00107526
C S LEGACY CONSTRUCTI	V6409813	6165	175,997.00	175,997.00	00107527
				*** CHECK GAP ***	
U S BANK	V6406511	7619	248,981.75	248,981.75	00107553
				*** CHECK GAP ***	
TOMARK SPORTS INC.	V6404748	4410	9,799.04	9,799.04	00107576
				*** CHECK GAP ***	
NKS MECHANICAL CONTRA	V6410251	6216	125,712.93	125,712.93	00107754

TOTAL FOR FUND: 2545 CAP FAC AGENCY 887,661.12



ANAHEIM UHSD 11/28/12 Vendor Check Register  
 WED, NOV 28, 2012, 8:17 AM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 12891874 #J867--prog: CK517 <1.01>--report id: CKRECSOC  
 FUND: 2545 CAP FAC AGENCY

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		Object	Object Total		
		6165	192,160.00		
		4410	9,799.04		
		6212	14,417.40		
		6216	422,302.93		
		7619	248,981.75		
TOTAL FOR FUND: 2545 CAP FAC AGENCY			887,661.12		

Total Number Of Checks Printed: 9  
 Number Of Void Checks Printed: 0  
 Number Of Actual Checks Printed: 9

ANAHEIM UHSD 11/28/12 Vendor Check Register  
 WED, NOV 28, 2012, 8:17 AM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 12891874 #J867--prog: CK517 <1.01>--report id: CKRECSOC  
 FUND: 6768 INS-WCI

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AUHSD	V6400400	5890	5,328.13	5,328.13	00107528

\*\*\* CHECK GAP \*\*\*

TOTAL FOR FUND: 6768 INS-WCI 5,328.13

Object	Object Total
5890	5,328.13

TOTAL FOR FUND: 6768 INS-WCI 5,328.13

Total Number Of Checks Printed: 1  
 Number Of Void Checks Printed: 0  
 Number Of Actual Checks Printed: 1

ANAHEIM UHSD 11/28/12 Vendor Check Register  
 WED, NOV 28, 2012, 8:17 AM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 12891874 #J867--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 6769 INS - H&W

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
BENITSTAR HARTFORD	V6410980	5466	69,706.47	69,706.47	00107026
EXPRESS SCRIPTS INC.	V6410974	5895	113,495.70	113,495.70	00107027
				*** CHECK GAP ***	
AUHSD	V6400400	5891	906,333.35	906,333.35	00107120
				*** CHECK GAP ***	
VISION SERVICE PLAN	V6404956	5464	41,711.92	41,711.92	00107164
EXPRESS SCRIPTS INC.	V6410974	5895	72,812.92	72,812.92	00107190
				*** CHECK GAP ***	
AMERICAN FIDELITY ASS	V6408036	5450	7,181.91	7,181.91	00107212
ANTHEM BLUE CROSS	V6409810	5461	1,134,632.06	1,134,632.06	00107213
GALLAGHER BENEFIT SER	V6408675	5812	11,000.00	11,000.00	00107214
METLIFE	V6408692	5462	17,853.15	17,853.15	00107215
MHN SERVICES	V6406987	5463	29,335.50	29,335.50	00107216
PINNACLE CLAIMS MANAG	V6409946	5812	147,638.89	147,638.89	00107217
				*** CHECK GAP ***	
EXPRESS SCRIPTS INC.	V6410974	5895	73,146.85	73,146.85	00107257
				*** CHECK GAP ***	
CALIFORNIA SCHOOLS DE	V6405368	5892	231,729.00	231,729.00	00107429
DELTA CARE USA	V6405542	5461	10,288.03	10,288.03	00107430
EXPRESS SCRIPTS INC.	V6410974	5895	85,474.30	85,474.30	00107431

ANAHEIM UHSD 11/28/12 Vendor Check Register  
 WED, NOV 28, 2012, 8:17 AM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 12891874 #J867--prog: CK517 <1.01>--report id: CKRECSOC  
 FUND: 6769 INS - H&W

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
EXPRESS SCRIPTS INC.	V6410974	5895	86,404.67	86,404.67	00107577

TOTAL FOR FUND: 6769 INS - H&W 3,038,744.72

Object	Object Total
5450	7,181.91
5461	1,144,920.09
5462	17,853.15
5463	29,335.50
5464	41,711.92
5466	69,706.47
5812	158,638.89
5891	906,333.35
5892	231,729.00
5895	431,334.44

TOTAL FOR FUND: 6769 INS - H&W 3,038,744.72

Total Number Of Checks Printed: 16  
 Number Of Void Checks Printed: 0  
 Number Of Actual Checks Printed: 16

Institutional Membership Proposal

Formerly Recording for the Blind & Dyslexic



Making reading accessible for all.

**Learning Ally**  
 20 Roszel Road, Princeton, NJ 08540  
 T: (800) 221-4792 | F: (609) 987-8116  
 www.LearningAlly.org

Acct. No.	Date	Proposal #
AG92803001	7/24/2012	401
Expires		Representative
8/23/2012		Noland, Terrie L.

Institution Name: ANAHEIM UNION H.S. DISTRICT

Bill To	Ship To	Attention to:
Accounts Payable Anaheim Union High School District PO Box 3520 Anaheim CA 92803	Special Youth Services Anaheim Union High School District 501 N Crescent Way Anaheim CA 92803	<i>Cindy Lopez</i> E: lopez_c@auhsd.us T: 714-936-5132 F: 714-220-4076

#	Description	Rate	Amt
5	Institution New School Intro Bundle New	79.00	395.00
Total			<b>\$395.00</b>

**Payment Method**

Check (payable to Learning Ally)

Purchase Order      PO # \_\_\_\_\_ (Please attach PO)

Credit Card Number: \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_ (MM/YY)

Name on Credit Card: \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_

**INSTITUTIONAL MEMBERSHIP AGREEMENT & COPYRIGHT ACKNOWLEDGEMENT**  
 Please read the summary of the Membership Terms below. Your membership application cannot be processed without a signature acknowledging your acceptance of the full Learning Ally membership terms. For the full text of the membership terms please visit <http://www.learningally.org/tos/inst/> or contact us to request them in writing.

**Membership Agreement:** Through the Term of my Membership, I agree to provide Learning Ally books only to the students who meet the qualification requirements of United States Copyright Act, 17 U.S.C. §121 as a person with a print disability and that this disability has been certified by a competent authority. A signature of this authority will be required to set up any student accounts. Failure to pay all fees on time will result in suspension of the Learning Ally Institutional membership.

**Copyright Acknowledgement:** The contents of all Learning Ally books are protected under copyright law. Learning Ally strictly regulates the distribution of materials within a qualified member population that has provided documented evidence of a print disability. Violators face a permanent suspension of Learning Ally membership benefits and possible civil or criminal penalties.

**Cancellations and Refunds:** This Institution membership can be canceled for a full refund within 60 days of registration or renewal.

**Signature:** By signing, I agree to the terms of the membership agreement and copyright acknowledgment summarized above and available in full at <http://www.learningally.org/tos/inst/> or by request. I also agree that I am an authorized agent of the Institution listed above and I am legally able to sign this agreement on their behalf.

Signature of Authorized Agent: *Brad Jackson*

Print Name: Brad Jackson      Date: 9/17/12

Phone: (714) 999-3527      Fax: (714) 999-0622      E-mail Address: jackson\_b@auhsd.us

Return this completed application and payment via mail to Learning Ally, Attn: Member Services, 20 Roszel Road, Princeton, NJ 08540 or via fax to (609) 987-8116 or via email to [custserv@learningally.org](mailto:custserv@learningally.org).

## 2012-13 DUES: Orange County Special Education JPA

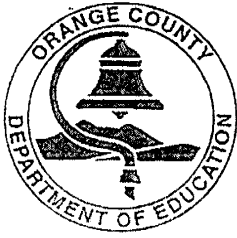
**DUES BASED ON 20 PER 2011-12 P2 ADA**

credit 015044-8677 (cc7728)

ADA Datasource: 2011-12 P2 Report of ADA for Districts in Orange County -

Revised 7-16-12

DISTRICT	Vendor ID	DUES	2011-12 Net ADA	AMOUNT
<b>Elementary Schools</b>				
Anaheim City	V94 00182	0.20	18,750.76	3,750.15
Buena Park	V94 00492	0.20	5,162.47	1,032.49
Centralia	V94 00744	0.20	4,309.26	861.85
Cypress	V94 01079	0.20	3,829.23	765.85
Fountain Valley	V94 01384	0.20	6,164.43	1,232.89
Fullerton	V94 01519	0.20	13,357.98	2,671.60
Huntington Beach	V94 04139	0.20	6,937.46	1,387.49
La Habra	V94 02252	0.20	5,096.61	1,019.32
Magnolia	V94 02481	0.20	6,169.66	1,233.93
Ocean view	V94 02970	0.20	9,240.18	1,848.04
Savanna	V94 03656	0.20	2,323.00	464.60
Westminster	V94 03738	0.20	9,430.56	1,886.11
			<b>90,771.60</b>	<b>18,154.32</b>
<b>High Schools</b>				
Anaheim Union High	V94 00186	0.20	31,050.33	6,210.07
Fullerton Joint Union High	V94 01517	0.20	14,132.96	2,826.59
Huntington Beach Union High	V94 01856	0.20	15,814.00	3,162.80
			<b>60,997.29</b>	<b>12,199.46</b>
<b>Unified Schools</b>				
Brea-Olinda	V94 00454	0.20	5,758.14	1,151.63
Capistrano	V94 00641	0.20	48,716.80	9,743.36
Garden Grove	V94 01546	0.20	46,644.54	9,328.91
Irvine	V94 01937	0.20	27,515.32	5,503.06
Laguna Beach	V94 04140	0.20	2,901.54	580.31
Los Alamitos	V94 02397	0.20	9,460.55	1,892.11
Newport-Mesa	V94 02888	0.20	20,987.98	4,197.60
Orange	V94 03049	0.20	26,977.92	5,395.58
Placentia-Yorba Linda	V94 03256	0.20	24,978.10	4,995.62
Saddleback Valley	V94 03516	0.20	28,953.52	5,790.70
Santa Ana	V94 03591	0.20	51,787.36	10,357.47
Tustin	V94 03857	0.20	22,889.72	4,577.94
			<b>317,571.49</b>	<b>63,514.30</b>
Lowell-Joint	V94 02411	0.20	3,066.82	613.36
			<b>3,066.82</b>	<b>613.36</b>
<b>Total</b>			<b>472,407.20</b>	<b>94,481.44</b>
OCDE		0.20	<b>10,441.36</b>	<b>2,088.27</b>
<b>Grand Total</b>			<b>482,848.56</b>	<b>96,569.71</b>




# INVOICE

Page # 1

## Orange County Dept. of Education

200 Kalmus Drive  
PO Box 9050  
Costa Mesa, CA 92628-9050  
Phone: (714) 966-4057

ANAHEIM UNION HIGH SCHOOL DISTRICT  
501 CRESCENT WAY  
PO BOX 3520  
ANAHEIM, CA 92803-3520

  
Brad Jackson - Director  
Special Youth Services

ACCT ID: V9400186  
INVOICE NUMBER: 94GI0673  
DIVISION: 94SE  
TERM: 1213  
INVOICE DATE: 09/19/12  
DUE DATE: 10/19/12  
AMOUNT DUE: \$6,210.07

Item	Qty	Unit	Amnt	Ref. #	Account	Description	Amount
1	31050	0.20			015044 8677	1213 SP ED JPA DUES/1112-P2ADA	6,210.07
<b>INVOICE TOTAL</b>							<b>\$6,210.07</b>

Please remit a copy with payment-thank you

Remit to: Orange County Dept. of Education  
PO Box 9050  
Costa Mesa, CA 92628-9050

PATTY BANUELOS  
BUDGET MANAGER  
(714) 966-4365

Account ID V9400186  
Account Name ANAHEIM UNION HIGH SCHOO  
Invoice Number 94GI0673  
DIV: 94SE  
TERM: 1213  
Due Date 10/19/12  
Amount Due \$6,210.07

Amount Paid \$ \_\_\_\_\_

ANAHEIM UNION HIGH SCHOOL DISTRICT  
501 N. Crescent Way—P.O. Box 3520  
Anaheim, CA 92803-3520

<b>EDUCATIONAL CONSULTING AGREEMENT</b>
---

**THIS AGREEMENT** is made and entered into this:

6th	day of	December	2012
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by and between

Disciplina Positiva
---------------------

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:

Disciplina Positiva will provide a comprehensive six-session training program, designed to promote the development of positive communication between parents and their adolescent children, and to facilitate a connection between the family, the community, and the school. Workshops are taught in Spanish and English, by experienced bilingual facilitators. The program's content will be tailored to the specific needs of the school, and will include: criteria for effective home discipline, maximizing the potential of adolescents, and understanding adolescent behavior.
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Site/School:	Western High School	Funds (Cost Center):	Title I (3811)
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2. List of Other Supportive Staff or Consultants:

No other support is required.
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	January 28, 2013
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and shall diligently perform as specified and complete performance by:

Date:	March 18, 2013
-------	----------------



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:

Consultants will be provided with the facilities to conduct the training, a list of parents who have indicated an interest in receiving the training, and child care as needed.
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5. District shall pay Consultant the maximum amount of

\$4,000
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for services rendered

to # of people:	150 parents	# hours per day:	2.5	# of days:	6 days
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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 Workers' 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:

Parents will acquire an increased understanding of what is needed to teach young people to become responsible, respectful, and resourceful members of their communities. They will learn methods for teaching important social and life skills to their children, in a manner that is deeply respectful and encouraging.

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

All Disciplina Positiva trainers are members of the internationally recognized Positive Discipline Association (PDA) and are certified positive discipline trainers. PDA parent education curriculum is based upon the work of twentieth century psychiatrist, Alfred Adler, who valued a sense of community and contributing to the well-being of the group. Disciplina Positiva comes highly recommended by the several local elementary schools, including Betsy Ross Elementary School and Sunkist Elementary School.

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

Technical support will not 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) \_\_\_\_\_
- 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):

Disciplina Positiva	<b>Anaheim Union High School District</b>
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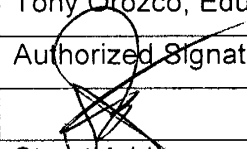
Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

Tony Orozco, Educator and Facilitator	Dr. Paul Sevillano
---------------------------------------	--------------------

Authorized Signature:

Signature of Assistant Superintendent:

	
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Street Address:

Street Address:

800 S. Harbor Blvd. Suite 240	<b>501 Crescent Way, P.O. Box 3520</b>
-------------------------------	--

City, State, Zip Code

City, State, Zip Code

Anaheim, CA 92805	<b>Anaheim, CA 92803-3520</b>
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Date:

Date:

<i>September 20, 2012</i>	
---------------------------	--

Mark Appropriately:

Independent/Sole Proprietor:	Yes.
Corporation:	No.
Partnership:	No.
Other/Specify:	No.

Social Security Number\*

or

Federal Identification Number\*

	608237026
--	-----------

\*Or, initial below:

<input type="checkbox"/>	I have completed a new IRS Form <b>W-9</b> that will be submitted directly to AUHSD Accounting.
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Telephone Number:

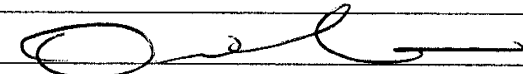
E-mail Address:

714-345-7029	info@disciplinapositiva.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:	September 18, 2012
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Orange County United Way



Earn it! Keep it! Save It!  
2013 Earned Income Tax Credit Campaign

**OCUW Community Tax Day (CTD) Partner Stipend & Award Grant Agreement**

Orange County United Way (OCUW) is pleased to lead the Earned Income Tax Credit (EITC) Campaign to benefit low-income working families in Orange County, in partnership with the IRS and members of the Orange County Financial Stability Alliance (OCFSA.) The OCUW CTD Partner Stipend & Award Program is available to qualified "Community Tax Days" (CTD) Partner Sites. OCUW CTD Partner Stipends are intended to increase the permanent capacity of CTD Partner Sites so that they may expand their direct service delivery to their client population. Awards will be granted to CTD Partner Sites who demonstrate exceptional success servicing their client population using either the Facilitated Self-Assist (FSA) model and/or the traditional Volunteer Income Tax Assistance (VITA) model.

**GRANT AGREEMENT STATEMENT:**

This Grant Agreement is between **Anaheim Union High School District** ("Grantee") and **Orange County United Way** ("OCUW"), and is for the explicit purpose(s) described below and is subject to Grantee's full acceptance of the grant conditions/requirements.

**GRANT TERM**

Due to FSA and VITA training and preparation demands, as well as the 2013 tax preparation season, the Grant Term shall be December 10, 2012 through June 15, 2013. The parties mutually acknowledge that this Grant Agreement is finite in term and award, and that nothing contained herein implies, either implicitly or explicitly, future obligation on behalf of OCUW to continue or extend this Grant Agreement past the Grant Term.

**GRANT PURPOSE:**

The Grant Purpose is to support the capacity of 2013 CTD Partner Sites across Orange County to provide free tax services to eligible low-income working families, ensuring client's access to all eligible tax benefits. The CTD Partner Stipend and Award is administered by OCUW to eligible Grantees.

**GRANT REQUIREMENTS**

Grantee agrees to meet and maintain the following Grant Requirements.

1. Grantee agrees to serve as a CTD Partner Site and will meet, and maintain, all Partner Site Requirements as outlined in Attachment A. Grantee guarantees a minimum of fifty (50) EITC eligible clients will be served through the use of an OCUW approved Facilitated Self-Assist online module and/or VITA. Grantee agrees to the following service schedule:

Date	Time
Friday February 1, 2013 (CHS)	4:00-7:00pm
Friday February 8, 2013 (CHS)	4:00-7:00pm
Thursday February 28, 2013 (AUHSD)	4:00-6:00pm
Friday March 1, 2013 (CHS)	4:00-7:00pm
Saturday March 2, 2013 (CHS)	10:00am-1:00pm
Friday March 8, 2013 (CHS)	4:00-7:00pm



Orange County United Way



Saturday March 9, 2013 (AUHSD)	10:00-12:00pm
Thursday March 21, 2013 (AUHSD)	4:00-6:00pm
Friday March 22, 2013 (CHS)	4:00-7:00pm
Friday April 12, 2013 (CHS)	4:00-8:00pm
Saturday April 13, 2013 (AUHSD)	10:00-5:00pm

2. Please review Attachment A – 2012/2013 Earned Income Tax Credit Campaign VITA Partner Roles and Responsibilities. By signing this agreement you attest that you understand and will follow all of the Roles and Responsibilities.
3. OCUW also requests Grantee to partner with a local financial institution (bank branch or credit union branch) connected to Bank on Orange County to assist unbanked or under banked EITC clients to open a non-predatory, checking and/or savings account, in which they can deposit tax credit returns. Please see attached list of Bank on OC partners.

Grant Requirements are subject to modification only with OCUW’s prior written approval. Grantee must inform OCUW, in writing, immediately, of any changes, delays and/or problems that impact Grantee’s ability to meet all requirements. Failure by Grantee to adequately fulfill its obligations, including significant changes to the above tax service calendar, as specified within this Grant Agreement may result in the early termination of this Grant Agreement, and will result in Grantee’s obligation to return funds, in full, within 30 days of Grant Termination notice.

**OCUW GRANT STIPEND AND AWARD**

OCUW will provide Grantee with a \$2,000 Grant Stipend to support the Purpose of the Grant. If Grantee is able to serve more than fifty clients, Grantee may become eligible for an EITC/VITA Award from OCUW. The Award is intended to encourage and compensate CTD Partner Sites to serve the greatest number of EITC eligible clients as possible. The Award amount will be calculated by OCUW at the conclusion of the EITC/VITA Campaign, and can be based on: Available Award funds; Total Results of EITC Campaign; Number of Award Eligible CTD Partner Sites, and CTD Partner Site’s totals. Awards may range from \$500 to a maximum of \$8,000.

**GRANT PAYMENT SCHEDULE**

The CTD Partner Stipend will be made payable to the Grantee on January 15, 2013. CTD Partner Awards will be communicated to eligible Grantees at the conclusion of the 2013 tax season. If eligible, Grantee will receive the CTD Partner Award no later than June 15, 2013

**GRANT STIPEND EXPENDITURE**

OCUW CTD Partner Stipend funds should be used to directly increase the number of eligible taxpayers served. Grantee may be required to submit receipts for Stipend funds used to purchase materials – please keep receipts. Examples of proper use of funds include:

- Cost for extended staff hours related to Community Tax Day efforts, such as provision of financial literacy education to clients
- Costs associated with necessary upgrade of computers and/or software directly related to the EITC Campaign
- Eligible taxpayer client incentives such as on-site child care, refreshments, educational handouts, etc.



**Orange County United Way**

- Staff or printing costs related to outreach/marketing efforts related to EITC Campaign
- Costs associated with EITC Campaign related printing including printer ink, paper, etc.
- Volunteer recruitment, tracking and/or appreciation efforts. OCUW encourage agencies to develop permanent volunteer relationships to support future Community Tax Day services
- Assisting clients to open bank accounts to secure and safeguard tax returns

**GRANT REPORTING**

Grantee will receive a Grant Report Template from OCUW by May 1, 2013. Grantee will complete and submit Report on Use of Funds to OCUW by May 10, 2013. Report Information may include:

- Number of tax returns filed at your site
- Number of computers used during EITC Campaign
- Number of staff and volunteers and hours of service during EITC Campaign
- Summary of use of CTD Partner Site Stipend funds and expected use of CTD Partner Site Awards
- Summary of outreach efforts and impact
- Grantee capacity increase

IN WITNESS WHERE OF, the duly authorized representatives of the parties below have caused this Grant Agreement to be executed and considered the same to be effective as of the date written above.

**BY ANAHEIM UNION HIGH SCHOOL DISTRICT:**

\_\_\_\_\_  
Paul Sevillano, Ed.D  
*Assistant Superintendent, Education*

\_\_\_\_\_  
Date

**BY ORANGE COUNTY UNITED WAY:**

\_\_\_\_\_  
Karen Francis  
Director of Community Investments

\_\_\_\_\_  
Date

\_\_\_\_\_  
Max Gardner  
President & CEO

\_\_\_\_\_  
Date

Please return two (2) copies of this Grant Agreement to:

Hoda Hessaramiri  
Community Investments Program Manager  
Orange County United Way  
18012 Mitchell Avenue South  
Irvine, CA 92614

Questions? Please call 949-263-6167

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT" and # 1 At-Home Tutors, Inc. hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
# 1 At-Home Tutors, Inc., a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. # 1 At-Home Tutors, Inc. also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by # 1 At-Home Tutors, Inc.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.



3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Thirteen Thousand Eight Hundred Dollars (\$13,800). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$13,800 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
--------------------	---------------------------	------------------	--------------------------	------------	--------------------------------

6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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. CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty (30) days

cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopied matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to

both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.

14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.
20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall

not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

Paul Sevillano, Ed.D.  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

CONTRACTOR:

# 1 At-Home Tutors, Inc.  
P.O. Box 90238  
Los Angeles, CA 90009  
(888) 928-8867

22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.
25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
- a. Exhibit A.
  - b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

# 1 At-Home Tutors, Inc.

Anaheim Union High School District

11/12/12  
~~Date~~  
\_\_\_\_\_  
Authorized Signature:

\_\_\_\_\_  
Date:  
\_\_\_\_\_  
Authorized Signature:

Hengameh Neman, President  
P.O. Box 90238  
Los Angeles, CA 90009  
ses@athometutors.net

Paul Sevillano, Ed.D.,  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	
Corporation	x
Partnership	
Other	

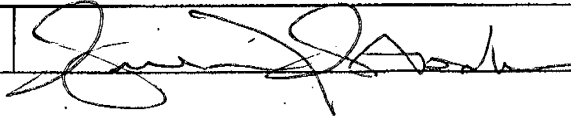
Federal Identification Number

45-0703450

*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:

Signature:  Date: 11-13-12

## EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with District and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(B).
- e. Report to the District each student's progress by site, at least once every four weeks of instruction and report student's participation. The District will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A)-(B). Final payment will not be issued until the District receives the closing reports for each student.
- h. The Consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The Consultant will comply with all applicable health, safety, and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The Consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the District proof of the following:
  - (1) A current liability insurance policy with a minimum coverage amount of \$1 million . The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.

- (2) Proof of being fiscally sound. Title 5 SES (13075.2)(c)(1)-(21).
  - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
  - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2)(c)(1)-(21)
- l. When providing a facility for meeting with students, Consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2)(c)(1)-(21).
  - m. No later than June 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
  - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
  - o. In addition to Paragraph 6 herein, the District may terminate this agreement for the following reasons:
    - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
    - (2) Consultant fails to meet all of the requirements contained herein.
  - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.



Exhibit B

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant:

- 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 independent contractor 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.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT" and # 1 Touch Screen Tablet Computer Tutoring hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
# 1 Touch Screen Tablet Computer Tutoring, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. # 1 Touch Screen Tablet Computer Tutoring also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by # 1 Touch Screen Tablet Computer Tutoring.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Nineteen Thousand Three Hundred Dollars (\$19,300). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$19,300 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
--------------------	---------------------------	------------------	--------------------------	------------	--------------------------------

6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall

contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made; this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.
14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

Paul Sevillano, Ed.D.  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

CONTRACTOR:

# 1 Touch Screen Tablet Computer Tutoring  
3576 Arlington Avenue, Suite 304  
Riverside, CA 92506  
(888) 596-1626

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

23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit A.

b. Exhibit B.

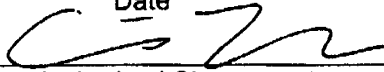
THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

# 1 Touch Screen Tablet Computer Tutoring

Anaheim Union High School District

11/13/12

Date



Authorized Signature

Date

Authorized Signature

Erica True, SES Coordinator  
3576 Arlington Avenue, Suite 304  
Riverside, CA 92506  
number1stct@gmail.com

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	<input type="checkbox"/>
Corporation	<input checked="" type="checkbox"/>
Partnership	<input type="checkbox"/>
Other	<input type="checkbox"/>

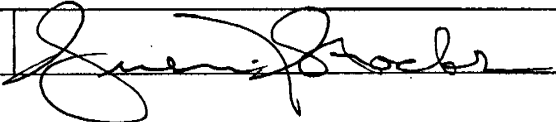
Federal Identification Number

90-0746299

*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:

Signature:		Date:	11-14-12
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## EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with District and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(B).
- e. Report to the District each student's progress by site, at least once every four weeks of instruction and report student's participation. The District will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A)-(B). Final payment will not be issued until the District receives the closing reports for each student.
- h. The Consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parent/guardian. 20 U.S.C. §6316 (e)(3)(E).
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- j. The Consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the District proof of the following:
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  - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
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    - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
    - (2) Consultant fails to meet all of the requirements contained herein.
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Exhibit B

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

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- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
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  - 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.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as “DISTRICT” and 1-on-1 Learning with Laptops hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
1-on-1 Learning with Laptops, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. 1-on-1 Learning with Laptops also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by 1-on-1 Learning with Laptops.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Fifty-Six Thousand Nine Hundred Dollars (\$56,900). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$56,900 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.
10. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.
11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall

contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made; this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
- (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.
14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.



20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

Paul Sevillano, Ed.D.  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

CONTRACTOR:

1-on-1 Learning with Laptops  
5777 W. Century Boulevard, Suite 302  
Los Angeles, CA 90045  
(877) 588-8677

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

23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

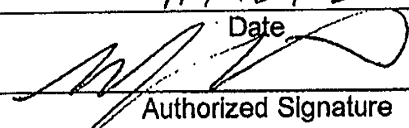
25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

- a. Exhibit A.
- b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

1-on-1 Learning with Laptops

Anaheim Union High School District

11/12/12  
Date  
  
Authorized Signature

Date  
  
Authorized Signature

Maria Elizondo, Manager, SES  
5777 W. Century Boulevard, Suite 302  
Los Angeles, CA 92880  
Info@1on1Laptops.com

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	
Corporation	<input checked="" type="checkbox"/>
Partnership	
Other	

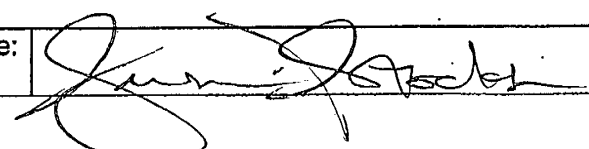
Federal Identification Number

27-2152190

*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:

Signature: 	Date:
--	-------

## EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with District and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(B).
- e. Report to the District each student's progress by site, at least once every four weeks of instruction and report student's participation. The District will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A)-(B). Final payment will not be issued until the District receives the closing reports for each student.
- h. The Consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parent/guardian. 20 U.S.C. §6316 (e)(3)(E).
- i. The Consultant will comply with all applicable health, safety, and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The Consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the District proof of the following:
  - (1) A current liability insurance policy with a minimum coverage amount of \$1 million. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.

- (2) Proof of being fiscally sound. Title 5 SES (13075.2)(c)(1)-(21).
  - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
  - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2)(c)(1)-(21)
- l. When providing a facility for meeting with students, Consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2)(c)(1)-(21).
  - m. No later than June 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
  - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
  - o. In addition to Paragraph 6 herein, the District may terminate this agreement for the following reasons:
    - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
    - (2) Consultant fails to meet all of the requirements contained herein.
  - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant:

- 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 independent contractor 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.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT" and 1 to 1 Study Buddy Tutoring Inc. hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
1 to 1 Study Buddy Tutoring Inc., a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. 1 to 1 Study Buddy Tutoring Inc. also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by 1 to 1 Study Buddy Tutoring Inc.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Twelve Thousand Dollars (\$12,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$12,000 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

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- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
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DISTRICT:

Paul Sevillano, Ed.D.  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

CONTRACTOR:

1 to 1 Study Buddy Tutoring  
357 N. Sheridan Street, #133  
Corona, CA 92880  
(951) 273-0344

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

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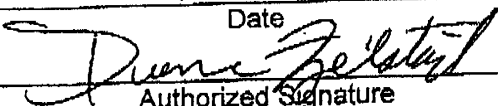
a. Exhibit A.

b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

1 to 1 Study Buddy Tutoring Inc.

Anaheim Union High School District

11-10-12  
Date  
  
Authorized Signature

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Authorized Signature

Duane Fjelstad, Accounting Director  
357 N. Sheridan Street, #133  
Corona, CA 92880  
duane@1to1studybuddy.com

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	
Corporation	<input checked="" type="checkbox"/>
Partnership	
Other	

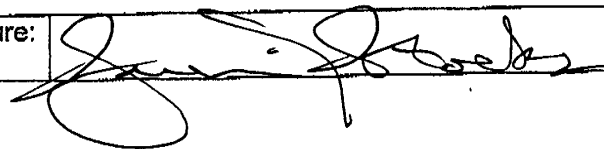
Federal Identification Number

45-0815442

*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:

Signature:  Date: 11-14-12

## EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with District and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(B).
- e. Report to the District each student's progress by site, at least once every four weeks of instruction and report student's participation. The District will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A)-(B). Final payment will not be issued until the District receives the closing reports for each student.
- h. The Consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parent/guardian. 20 U.S.C. §6316 (e)(3)(E).
- i. The Consultant will comply with all applicable health, safety, and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The Consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the District proof of the following:
  - (1) A current liability insurance policy with a minimum coverage amount of \$1 million. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.

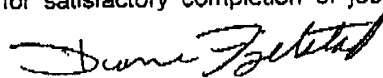
- (2) Proof of being fiscally sound. Title 5 SES (13075.2)(c)(1)-(21).
  - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
  - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2)(c)(1)-(21)
- l. When providing a facility for meeting with students, Consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2)(c)(1)-(21).
  - m. No later than June 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
  - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
  - o. In addition to Paragraph 6 herein, the District may terminate this agreement for the following reasons:
    - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
    - (2) Consultant fails to meet all of the requirements contained herein.
  - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant:

- 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 independent contractor 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.



## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as “DISTRICT” and 24 Horas de Tutoria hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
24 Horas de Tutoria, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. 24 Horas de Tutoria also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by 24 Horas de Tutoria.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.



2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Seven Thousand Four Hundred Dollars (\$7,400). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$7,400 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall

contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made; this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.
14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
21. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Paul Sevillano, Ed.D.  
 Anaheim Union High School District  
 501 N. Crescent Way  
 Anaheim, CA 92801

CONTRACTOR:

24 Horas de Tutoria  
 2885 Sanford Avenue SW #20508  
 Grandville, MI 49418  
 (425) 696-0254

22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.
25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
- a. Exhibit A.
  - b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012

24 Horas de Tutoria

Anaheim Union High School District

November 12, 2012  
Date  
R. Agarwal  
Authorized Signature

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Authorized Signature

Rahul Agarwal, Manager  
2885 Sanford Avenue SW #20508  
Grandville, MI 49418  
24horasdetutoria@gmail.com

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	<input type="checkbox"/>
Corporation	<input type="checkbox"/>
Partnership	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>

Federal Identification Number

99-0377582

24 Horas de Tutoria, Rahul Agarwal, Manager

*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:

Signature: <u>[Signature]</u>	Date: <u>11-14-12</u>
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## EXHIBIT A

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- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with District and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
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  - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
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    - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
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Exhibit B

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant:

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  - Has a continuing and recurring liability
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  - 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) Supplemental Education Services
- 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.

## INDEPENDENT CONTRACTOR AGREEMENT

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WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
A to Z In-Home Tutoring, LLC, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. A to Z In-Home Tutoring, LLC also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

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Services shall be provided by A to Z In-Home Tutoring, LLC.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Nine Thousand Two Hundred Dollars (\$9,200). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$9,200 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.
10. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.
11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall

contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made; this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.
14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

Paul Sevillano, Ed.D.  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

CONTRACTOR:

A to Z In-Home Tutoring, LLC  
4281 Katella Avenue, Suite 201  
Los Alamitos, CA 90720  
(866) 505-2869 Ext. 139

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

23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

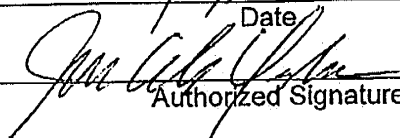
a. Exhibit A.

b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

A to Z In-Home Tutoring, LLC

Anaheim Union High School District

11/13/12  
Date  
  
Authorized Signature

Date  
Authorized Signature

Juan C. Quezada, Regional Coordinator  
4281 Katella Avenue, Suite 201  
Los Alamitos, CA 90720  
JQuezada@atoztutoring.com

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	<input type="checkbox"/>
Corporation (LLC.)	<input checked="" type="checkbox"/>
Partnership	<input type="checkbox"/>
Other	<input type="checkbox"/>

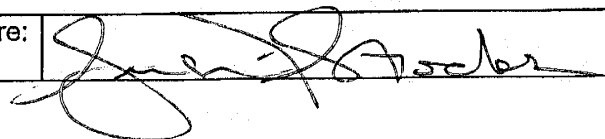
Federal Identification Number

61-1436598

*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:

Signature:  Date: 11-13-12



## EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with District and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(B).
- e. Report to the District each student's progress by site, at least once every four weeks of instruction and report student's participation. The District will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A)-(B). Final payment will not be issued until the District receives the closing reports for each student.
- h. The Consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parent/guardian. 20 U.S.C. §6316 (e)(3)(E).
- i. The Consultant will comply with all applicable health, safety, and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The Consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the District proof of the following:
  - (1) A current liability insurance policy with a minimum coverage amount of \$1 million. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.

- (2) Proof of being fiscally sound. Title 5 SES (13075.2)(c)(1)-(21).
  - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
  - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2)(c)(1)-(21)
- l. When providing a facility for meeting with students, Consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2)(c)(1)-(21).
  - m. No later than June 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
  - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
  - o. In addition to Paragraph 6 herein, the District may terminate this agreement for the following reasons:
    - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
    - (2) Consultant fails to meet all of the requirements contained herein.
  - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant:

- 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 independent contractor 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.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT" and Aavanza (Extreme Learning DBA Aavanza) hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
Aavanza (Extreme Learning DBA Aavanza), a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. Aavanza (Extreme Learning DBA Aavanza) also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by Aavanza (Extreme Learning DBA Aavanza).

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Thirty-Seven Thousand Seven Hundred Dollars (\$37,700). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$37,700 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

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- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
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DISTRICT:

Paul Sevillano, Ed.D.  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

CONTRACTOR:

Aavanza (Extreme Learning DBA Aavanza)  
155 East Main Avenue, Suite 170  
Morgan Hill, CA 95037  
(408) 782-5045 Ext. 7205

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

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a. Exhibit A.

b. Exhibit B.

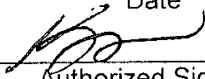
THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

Aavanza (Extreme Learning DBA Aavanza)

Anaheim Union High School District

November 12, 2012

Date



Authorized Signature

Date

Authorized Signature

Katie Smith, Chief Operating Officer  
155 East Main Avenue, Suite 170  
Morgan Hill, CA 95037  
ses@Aavanza.com

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	
Corporation	X
Partnership	
Other	

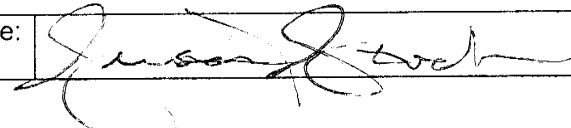
Federal Identification Number

27-0012783

*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:

Signature:		Date:	11-12-12
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## EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with District and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(B).
- e. Report to the District each student's progress by site, at least once every four weeks of instruction and report student's participation. The District will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A)-(B). Final payment will not be issued until the District receives the closing reports for each student.
- h. The Consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parent/guardian. 20 U.S.C. §6316 (e)(3)(E).
- i. The Consultant will comply with all applicable health, safety, and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The Consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the District proof of the following:
  - (1) A current liability insurance policy with a minimum coverage amount of \$1 million. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.

- (2) Proof of being fiscally sound. Title 5 SES (13075.2)(c)(1)-(21).
  - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
  - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2)(c)(1)-(21)
- l. When providing a facility for meeting with students, Consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2)(c)(1)-(21).
  - m. No later than June 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
  - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
  - o. In addition to Paragraph 6 herein, the District may terminate this agreement for the following reasons:
    - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
    - (2) Consultant fails to meet all of the requirements contained herein.
  - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant:

- 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 independent contractor 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.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as “DISTRICT” and Able Academics hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
Able Academics, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. Able Academics also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by Able Academics.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Seven Thousand Four Hundred Dollars (\$7,400). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$7,400 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall



contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made; this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
- (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.
14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

Paul Sevillano, Ed.D.  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

CONTRACTOR:

Able Academics  
4644 Starstone Court  
Palmdale, CA 93551  
(866) 255-1279

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

23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit A.

b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

Able Academics

Anaheim Union High School District

November 13, 2012  
Date  
T. Maldonado  
Authorized Signature

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Authorized Signature

Tanya Maldonado, Vice President  
4644 Starstone Court  
Palmdale, CA 93551  
tmaldonado@ableacademics.com

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	<input type="checkbox"/>
Corporation	<input checked="" type="checkbox"/>
Partnership	<input type="checkbox"/>
Other	<input type="checkbox"/>

Federal Identification Number

26-4548321

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**PRINCIPAL/DISTRICT ADMINISTRATOR:**

Signature of Principal or District Administrator:

Signature: [Signature] Date: 11-13-12

## EXHIBIT A

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(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant:

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## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as “DISTRICT” and Advanced Reading Solutions LLC dba UROK Learning Institute hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
Advanced Reading Solutions LLC dba UROK Learning Institute, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. Advanced Reading Solutions LLC dba UROK Learning Institute also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by Advanced Reading Solutions LLC dba UROK Learning Institute.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.



2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Six Thousand Five Hundred Dollars (\$6,500). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$6,500 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
--------------------	---------------------------	------------------	--------------------------	------------	--------------------------------

6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.
10. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.
11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall

contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made; this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
- (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.
14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

Paul Sevillano, Ed.D.  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

CONTRACTOR:

Advanced Reading Solutions LLC dba  
UROK Learning Institute  
P.O. Box 250  
Huntington Park, CA 90255  
(323) 588-8383

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

23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

- a. Exhibit A.
- b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

Advanced Reading Solutions LLC dba UROK  
Learning Institute

Anaheim Union High School District

11/12/12  
Date

\_\_\_\_\_  
Date

  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Dean White, Executive Director  
P.O. Box 250  
Huntington Park, CA 90255  
dean@uroklearning.com

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	
Corporation	
Partnership	✓
Other	

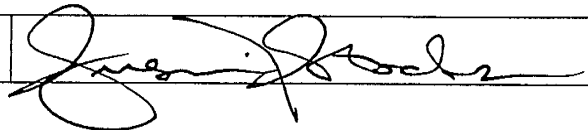
Federal Identification Number

33-0969388

*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:

Signature: <u></u>	Date: <u>11-14-12</u>
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## EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with District and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(B).
- e. Report to the District each student's progress by site, at least once every four weeks of instruction and report student's participation. The District will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A)-(B). Final payment will not be issued until the District receives the closing reports for each student.
- h. The Consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parent/guardian. 20 U.S.C. §6316 (e)(3)(E).
- i. The Consultant will comply with all applicable health, safety, and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The Consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the District proof of the following:
  - (1) A current liability insurance policy with a minimum coverage amount of \$1 million. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.

- (2) Proof of being fiscally sound. Title 5 SES (13075.2)(c)(1)-(21).
  - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
  - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2)(c)(1)-(21)
- l. When providing a facility for meeting with students, Consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2)(c)(1)-(21).
  - m. No later than June 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
  - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
  - o. In addition to Paragraph 6 herein, the District may terminate this agreement for the following reasons:
    - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
    - (2) Consultant fails to meet all of the requirements contained herein.
  - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.



Exhibit B

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant:

- 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 independent contractor 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.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as “DISTRICT” and Alpha! Innovation through Education hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
Alpha! Innovation through Education, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. Alpha! Innovation through Education also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by Alpha! Innovation through Education.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Five Thousand Six Hundred Dollars (\$5,600). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$5,600 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made; this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
- (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
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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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.
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DISTRICT

Paul Sevillano, Ed.D.  
 Anaheim Union High School District  
 501 N. Crescent Way  
 Anaheim, CA 92801

CONTRACTOR

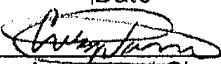
Alpha! Innovation through Education  
 P.O. Box 6735  
 Lancaster, CA 93539  
 (888) 846-8660

22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.
25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
- a. Exhibit A.
  - b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012

Alpha! Innovation through Education

Anaheim Union High School District

11/13/12  
Date  
  
Authorized Signature

Date  
Authorized Signature

Vanessa Cruz, SES Director  
P.O. Box 6735  
Lancaster, CA 93539  
alphadirectorses@gmail.com

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	<input type="checkbox"/>
Corporation	<input checked="" type="checkbox"/>
Partnership	<input type="checkbox"/>
Other	<input type="checkbox"/>

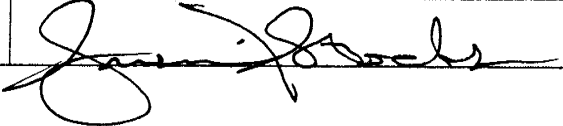
Federal Identification Number

45-2754296

*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:

Signature: 	Date: 11-14-12
--	----------------



## EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with District and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(B).
- e. Report to the District each student's progress by site, at least once every four weeks of instruction and report student's participation. The District will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A)-(B). Final payment will not be issued until the District receives the closing reports for each student.
- h. The Consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parent/guardian. 20 U.S.C. §6316 (e)(3)(E).
- i. The Consultant will comply with all applicable health, safety, and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The Consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the District proof of the following:
  - (1) A current liability insurance policy with a minimum coverage amount of \$1 million. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.

- (2) Proof of being fiscally sound. Title 5 SES (13075.2)(c)(1)-(21).
  - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
  - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2)(c)(1)-(21)
- l. When providing a facility for meeting with students, Consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2)(c)(1)-(21).
  - m. No later than June 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
  - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
  - o. In addition to Paragraph 6 herein, the District may terminate this agreement for the following reasons:
    - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
    - (2) Consultant fails to meet all of the requirements contained herein.
  - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant:

- 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 independent contractor 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.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT" and Alternatives Unlimited, Inc. hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
Alternatives Unlimited, Inc., a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. Alternatives Unlimited, Inc. also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by Alternatives Unlimited, Inc.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Nine Thousand Two Hundred Dollars (\$9,200). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$9,200 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
--------------------	---------------------------	------------------	--------------------------	------------	--------------------------------

6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.
10. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall

contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made; this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
- (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.
14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.



20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

Paul Sevillano, Ed.D.  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

CONTRACTOR:

Alternatives Unlimited, Inc.  
1131 West 6<sup>th</sup> Street, Suite 225  
Ontario, CA 91762  
(909) 988-1234

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

23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit A.

b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

Alternatives Unlimited, Inc.

Anaheim Union High School District

11/14/12  
Date  
Rebeca Ervin  
Authorized Signature

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Authorized Signature

Rebeca Ervin, SES Executive  
Vice President  
1131 West 6<sup>th</sup> Street, Suite 225  
Ontario, CA 91762  
rerwin@alt-unlimited.com

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	<input type="checkbox"/>
Corporation	<input checked="" type="checkbox"/>
Partnership	<input type="checkbox"/>
Other	<input type="checkbox"/>

Federal Identification Number:

52-2073228

*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:

Signature: [Signature] Date: 11-14-12

## EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with District and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(B).
- e. Report to the District each student's progress by site, at least once every four weeks of instruction and report student's participation. The District will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A)-(B). Final payment will not be issued until the District receives the closing reports for each student.
- h. The Consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parent/guardian. 20 U.S.C. §6316 (e)(3)(E).
- i. The Consultant will comply with all applicable health, safety, and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The Consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the District proof of the following:
  - (1) A current liability insurance policy with a minimum coverage amount of \$1 million. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.

- (2) Proof of being fiscally sound. Title 5 SES (13075.2)(c)(1)-(21).
  - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
  - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2)(c)(1)-(21)
- l. When providing a facility for meeting with students, Consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2)(c)(1)-(21).
  - m. No later than June 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
  - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
  - o. In addition to Paragraph 6 herein, the District may terminate this agreement for the following reasons:
    - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
    - (2) Consultant fails to meet all of the requirements contained herein.
  - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the Intended Consultant:

- 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.
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- Time to Pursue Other Work:** Since specific hours are not required, Consultant may work for other employers simultaneously, unless otherwise noted.
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- 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 Independent contractor 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.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT" and Anaheim Kumon Center hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
Anaheim Kumon Center, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. Anaheim Kumon Center also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by Anaheim Kumon Center.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Fifteen Thousand Six Hundred Dollars (\$15,600). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$15,600 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
--------------------	---------------------------	------------------	--------------------------	------------	--------------------------------

6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.
10. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.
11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall



contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made; this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.
14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

Paul Sevillano, Ed.D.  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

CONTRACTOR:

Anaheim Kumon Center  
720 S. Euclid Street, Suite 9  
Anaheim, CA 92802  
(714) 772-7135

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

23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit A.

b. Exhibit B.

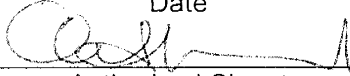
THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

Anaheim Kumon Center

Anaheim Union High School District

11/10/12

Date



Authorized Signature

Date

Authorized Signature

Chelvi Subramaniam, Ed.D., President  
720 S. Euclid Street, Suite 9  
Anaheim, CA 92802  
tchelvis@cs.com

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	<input checked="" type="checkbox"/>
Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Other	<input type="checkbox"/>

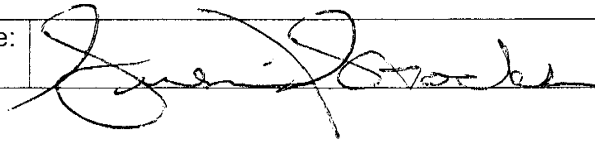
Federal Identification Number

33-0726778

*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:

Signature:		Date:	11-13-12
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## EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with District and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(B).
- e. Report to the District each student's progress by site, at least once every four weeks of instruction and report student's participation. The District will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A)-(B). Final payment will not be issued until the District receives the closing reports for each student.
- h. The Consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parent/guardian. 20 U.S.C. §6316 (e)(3)(E).
- i. The Consultant will comply with all applicable health, safety, and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The Consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the District proof of the following:
  - (1) A current liability insurance policy with a minimum coverage amount of \$1 million. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.

- (2) Proof of being fiscally sound. Title 5 SES (13075.2)(c)(1)-(21).
  - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
  - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2)(c)(1)-(21)
- l. When providing a facility for meeting with students, Consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2)(c)(1)-(21).
  - m. No later than June 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
  - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
  - o. In addition to Paragraph 6 herein, the District may terminate this agreement for the following reasons:
    - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
    - (2) Consultant fails to meet all of the requirements contained herein.
  - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant:

- 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 independent contractor 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.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as “DISTRICT” and Aprende! Tutoring hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
Aprende! Tutoring, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. Aprende! Tutoring also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by Aprende! Tutoring.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.



2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Thirty-One Thousand Two Hundred Dollars (\$31,200). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$31,200 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
- (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

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15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
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20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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DISTRICT:

Paul Sevillano, Ed.D.  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

CONTRACTOR:

Aprende! Tutoring  
14425 Culver Drive  
Irvine, CA 92604  
(949) 681-0388

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23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

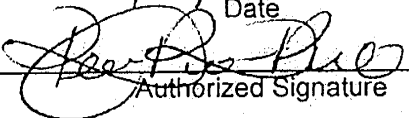
a. Exhibit A.

b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

Aprنده! Tutoring

Anaheim Union High School District

11/12/2012  
Date  
  
Authorized Signature

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Authorized Signature

Rebekah Rustad-Phung, Administrator of  
SES Programs  
14425 Culver Drive  
Irvine, CA 92604  
Rebekah@oxfordtutoring.com

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	
Corporation	<input checked="" type="checkbox"/>
Partnership	
Other	

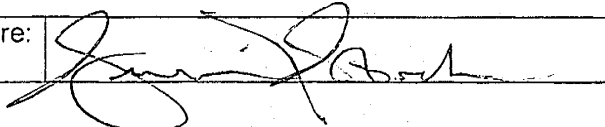
Federal Identification Number

45-2464723

*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:

Signature:  Date: 11-13-12

## EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
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- e. Report to the District each student's progress by site, at least once every four weeks of instruction and report student's participation. The District will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A)-(B).
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- g. By June 14, 2013, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A)-(B). Final payment will not be issued until the District receives the closing reports for each student.
- h. The Consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parent/guardian. 20 U.S.C. §6316 (e)(3)(E).
- i. The Consultant will comply with all applicable health, safety, and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The Consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the District proof of the following:
  - (1) A current liability insurance policy with a minimum coverage amount of \$1 million. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.

- (2) Proof of being fiscally sound. Title 5 SES (13075.2)(c)(1)-(21).
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- l. When providing a facility for meeting with students, Consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2)(c)(1)-(21).
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  - o. In addition to Paragraph 6 herein, the District may terminate this agreement for the following reasons:
    - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
    - (2) Consultant fails to meet all of the requirements contained herein.
  - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.



Exhibit B

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant:

- 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.
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- Job Location:** Consultant controls job location, under District discretion, whether on employer's site or not.
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- No Interim Reports:** Only specific pre-determined reports defined in the independent contractor agreement.
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  - Other (explain) \_\_\_\_\_
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
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  - 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.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as “DISTRICT” and Brain Hurricane hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
Brain Hurricane, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. Brain Hurricane also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by Brain Hurricane.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Eighteen Thousand Four Hundred Dollars (\$18,400). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$18,400 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 10 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall

contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made; this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.
14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

Paul Sevillano, Ed.D.  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

CONTRACTOR:

Brain Hurricane  
12215 Telegraph Road, Suite 207  
Santa Fe Springs, CA 90670  
(877) 668-8867

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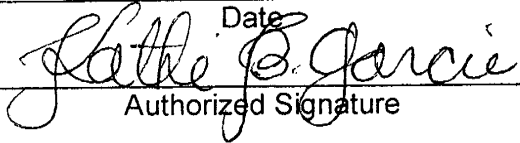
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Brain Hurricane

Anaheim Union High School District

11/12/12

Date

  
Authorized Signature

Date

Authorized Signature

Kathi B. Garcia, Coordinator  
12215 Telegraph Road, Suite 207  
Santa Fe Springs, CA 90670  
kathi@brainhurricane.com

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	<input type="checkbox"/>
Corporation	<input type="checkbox"/>
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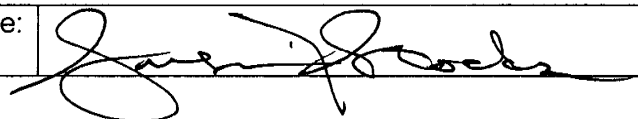
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Signature of Principal or District Administrator:

Signature:		Date:	11-14-12
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## EXHIBIT A

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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 and competent to perform the special services required;

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WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services: Datamatics, Inc dba Achieve HighPoints, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. Datamatics, Inc dba Achieve HighPoints also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by Datamatics, Inc dba Achieve HighPoints.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Twelve Thousand Dollars (\$12,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$12,000 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall

contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made; this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.
14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.



20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
21. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Paul Sevillano, Ed.D.  
 Anaheim Union High School District  
 501 N. Crescent Way  
 Anaheim, CA 92801

CONTRACTOR:

Datamatics, Inc dba Achieve HighPoints  
 4375 River Green Parkway, Suite 200  
 Duluth, GA 30096  
 (888) 286-5086

22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.
25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
- a. Exhibit A.
  - b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

Datamatics, Inc. dba Achieve HighPoints

Anaheim Union High School District

11/12/12

Date

Date

Authorized Signature

Authorized Signature

Tricia Gaffney, Program Director  
4375 River Green Parkway, Suite 200  
Duluth, GA 30096  
triciag@achieveses.com

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	
Corporation	X
Partnership	
Other	

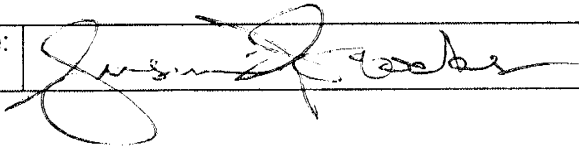
58-2073834  
Federal Identification Number

58-2073834

*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:

Signature:		Date:	11-13-12
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## EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with District and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(B).
- e. Report to the District each student's progress by site, at least once every four weeks of instruction and report student's participation. The District will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A)-(B). Final payment will not be issued until the District receives the closing reports for each student.
- h. The Consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parent/guardian. 20 U.S.C. §6316 (e)(3)(E).
- i. The Consultant will comply with all applicable health, safety, and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The Consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the District proof of the following:
  - (1) A current liability insurance policy with a minimum coverage amount of \$1 million. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.

- (2) Proof of being fiscally sound. Title 5 SES (13075.2)(c)(1)-(21).
  - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
  - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2)(c)(1)-(21)
- l. When providing a facility for meeting with students, Consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2)(c)(1)-(21).
  - m. No later than June 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
  - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
  - o. In addition to Paragraph 6 herein, the District may terminate this agreement for the following reasons:
    - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
    - (2) Consultant fails to meet all of the requirements contained herein.
  - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant:

- 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 independent contractor 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.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as “DISTRICT” and EduThink hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
EduThink, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. EduThink also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by EduThink.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Ten Thousand One Hundred Dollars (\$10,100). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$10,100 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
21. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Paul Sevillano, Ed.D.  
 Anaheim Union High School District  
 501 N. Crescent Way  
 Anaheim, CA 92801

CONTRACTOR:

EduThink  
 501 N. Brookhurst Street, Suite 308  
 Anaheim, CA 92801  
 (714) 817-8999

22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.
25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
- a. Exhibit A.
  - b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

EduThink

Anaheim Union High School District

November 11, 2012

Date

Irene Franklin

Authorized Signature

Date

Authorized Signature

Irene Franklin, Director  
501 N. Brookhurst Street, Suite 308  
Anaheim, CA 92801  
irenefranklin@eduthink.info

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	<input type="checkbox"/>
Corporation	<input checked="" type="checkbox"/>
Partnership	<input type="checkbox"/>
Other	<input type="checkbox"/>

Federal Identification Number

11-3726148

*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:

Signature:	<u>Juzan Stocker</u>	Date:	<u>11-13-12</u>
------------	----------------------	-------	-----------------

## EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with District and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(B).
- e. Report to the District each student's progress by site, at least once every four weeks of instruction and report student's participation. The District will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A)-(B). Final payment will not be issued until the District receives the closing reports for each student.
- h. The Consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parent/guardian. 20 U.S.C. §6316 (e)(3)(E).
- i. The Consultant will comply with all applicable health, safety, and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The Consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the District proof of the following:
  - (1) A current liability insurance policy with a minimum coverage amount of \$1 million. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.

- (2) Proof of being fiscally sound. Title 5 SES (13075.2)(c)(1)-(21).
  - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
  - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2)(c)(1)-(21)
- l. When providing a facility for meeting with students, Consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2)(c)(1)-(21).
  - m. No later than June 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
  - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
  - o. In addition to Paragraph 6 herein, the District may terminate this agreement for the following reasons:
    - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
    - (2) Consultant fails to meet all of the requirements contained herein.
  - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant:

- 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 independent contractor 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.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as “DISTRICT” and Friendly Community Outreach Center (FCOC) hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services: Friendly Community Outreach Center (FCOC), a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. Friendly Community Outreach Center (FCOC) also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by Friendly Community Outreach Center (FCOC).

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.



2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Eight Thousand Three Hundred Dollars (\$8,300). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$8,300 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall

contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made; this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopied matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.
14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
21. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Paul Sevillano, Ed.D.  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

CONTRACTOR:

Friendly Community Outreach Center (FCOC)  
1836 Dixie Street  
Oceanside, CA 92054  
(877) 754-1309

22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.
25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
- a. Exhibit A.
  - b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

Friendly Community Outreach Center (FCOC)

Anaheim Union High School District

11-13-12  
Date  
L Rantz  
Authorized Signature

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Authorized Signature

Lisa Rantz, Executive Director  
1836 Dixie Street  
Oceanside, CA 92054  
director@friendlycoc.org

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	
Corporation	X
Partnership	
Other	

Federal Identification Number

26-0752601

Lisa Rantz

*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: [Signature] Date: 11-13-12

## EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with District and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(B).
- e. Report to the District each student's progress by site, at least once every four weeks of instruction and report student's participation. The District will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A)-(B). Final payment will not be issued until the District receives the closing reports for each student.
- h. The Consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parent/guardian. 20 U.S.C. §6316 (e)(3)(E).
- i. The Consultant will comply with all applicable health, safety, and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The Consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the District proof of the following:
  - (1) A current liability insurance policy with a minimum coverage amount of \$1 million. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.

- (2) Proof of being fiscally sound. Title 5 SES (13075.2)(c)(1)-(21).
  - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
  - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2)(c)(1)-(21)
- l. When providing a facility for meeting with students, Consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2)(c)(1)-(21).
  - m. No later than June 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
  - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
  - o. In addition to Paragraph 6 herein, the District may terminate this agreement for the following reasons:
    - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
    - (2) Consultant fails to meet all of the requirements contained herein.
  - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.



Exhibit B

**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.
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- 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.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as “DISTRICT” and Future Stars Tutoring Services Center hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
Future Stars Tutoring Services Center, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. Future Stars Tutoring Services Center also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by Future Stars Tutoring Services Center.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Twelve Thousand Dollars (\$12,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$12,000 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall

contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made; this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.
14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

Paul Sevillano, Ed.D.  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

CONTRACTOR:

Future Stars Tutoring Services Center  
20913 Callaway Avenue  
Lakewood, CA 90715  
(323) 419-8102

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

23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit A.

b. Exhibit B.


THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

Future Stars Tutoring Services Center

Anaheim Union High School District

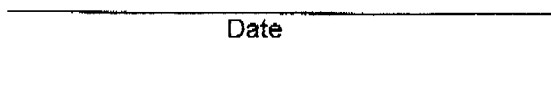
11/10/2012

Date



Authorized Signature

Date



Authorized Signature

Fu Min Qian, Company CEO  
20913 Callaway Avenue  
Lakewood, CA 90715  
tomqian1963@verizon.net

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	<input type="checkbox"/>
Corporation	<input checked="" type="checkbox"/>
Partnership	<input type="checkbox"/>
Other	<input type="checkbox"/>

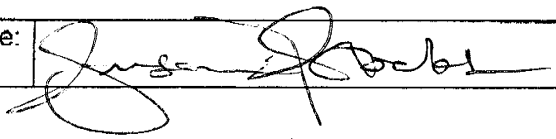
Federal Identification Number

45-3775053

*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: 11-10-12
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## EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with District and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(B).
- e. Report to the District each student's progress by site, at least once every four weeks of instruction and report student's participation. The District will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A)-(B). Final payment will not be issued until the District receives the closing reports for each student.
- h. The Consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parent/guardian. 20 U.S.C. §6316 (e)(3)(E).
- i. The Consultant will comply with all applicable health, safety, and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The Consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the District proof of the following:
  - (1) A current liability insurance policy with a minimum coverage amount of \$1 million. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.

- (2) Proof of being fiscally sound. Title 5 SES (13075.2)(c)(1)-(21).
  - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
  - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2)(c)(1)-(21)
- l. When providing a facility for meeting with students, Consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2)(c)(1)-(21).
  - m. No later than June 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
  - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
  - o. In addition to Paragraph 6 herein, the District may terminate this agreement for the following reasons:
    - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
    - (2) Consultant fails to meet all of the requirements contained herein.
  - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**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 independent contractor 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.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as “DISTRICT” and Healthy Families hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
Healthy Families, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. Healthy Families also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by Healthy Families.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Fourteen Thousand Seven Hundred Dollars (\$14,700). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$14,700 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

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contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made; this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
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- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.
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19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.



20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

Paul Sevillano, Ed.D.  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

CONTRACTOR:

Healthy Families  
3053 Freeport Boulevard, #101  
Sacramento, CA 95818  
(916) 647-2822

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

23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit A.

b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

Healthy Families

Anaheim Union High School District

November 10, 2012

Date

Date

Authorized Signature

Authorized Signature

Charles J. Brown, Executive Director  
3053 Freeport Boulevard, #101  
Sacramento, CA 95818  
cbrown@healthyfamiliescal.com

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	
Corporation	
Partnership	X
Other	

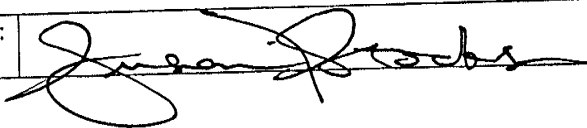
Federal Identification Number

42-1728953

*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:	11-14-12
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## EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with District and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(B).
- e. Report to the District each student's progress by site, at least once every four weeks of instruction and report student's participation. The District will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A)-(B). Final payment will not be issued until the District receives the closing reports for each student.
- h. The Consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parent/guardian. 20 U.S.C. §6316 (e)(3)(E).
- i. The Consultant will comply with all applicable health, safety, and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The Consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the District proof of the following:
  - (1) A current liability insurance policy with a minimum coverage amount of \$1 million. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.

- (2) Proof of being fiscally sound. Title 5 SES (13075.2)(c)(1)-(21).
  - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
  - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2)(c)(1)-(21)
- l. When providing a facility for meeting with students, Consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2)(c)(1)-(21).
  - m. No later than June 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
  - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
  - o. In addition to Paragraph 6 herein, the District may terminate this agreement for the following reasons:
    - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
    - (2) Consultant fails to meet all of the requirements contained herein.
  - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**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 independent contractor 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.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as “DISTRICT” and Keep Hope Alive Project hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
Keep Hope Alive Project, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. Keep Hope Alive Project also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by Keep Hope Alive Project.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Twenty-Two Thousand One Hundred Dollars (\$22,100). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$22,100 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall



contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made; this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
- (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.
14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
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DISTRICT:

Paul Sevillano, Ed.D.  
 Anaheim Union High School District  
 501 N. Crescent Way  
 Anaheim, CA 92801

CONTRACTOR:

Keep Hope Alive Project  
 18808 Stefani Avenue  
 Cerritos, CA 90703  
 (562) 326-4411

22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
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24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.
25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
- a. Exhibit A.
  - b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

Keep Hope Alive Project

Anaheim Union High School District

11/14/12

Date

*Roseline Amuchie*

Authorized Signature

Date

Authorized Signature

Roseline Amuchie, CEO  
18808 Stefani Avenue  
Cerritos, CA 90703  
keephopealiveinc@aol.com

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	<input type="checkbox"/>
Corporation	<input checked="" type="checkbox"/>
Partnership	<input type="checkbox"/>
Other	<input type="checkbox"/>

Federal Identification Number

20-5758322

*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: <i>Paul Sevillano</i>	Date: 11-15-12
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## EXHIBIT A

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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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
Leading Edge Tutors, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. Leading Edge Tutors also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by Leading Edge Tutors.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.



2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Five Thousand Six Hundred Dollars (\$5,600). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$5,600 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall

contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made; this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopied matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.
14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
21. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Paul Sevillano, Ed.D.  
 Anaheim Union High School District  
 501 N. Crescent Way  
 Anaheim, CA 92801

CONTRACTOR:

Leading Edge Tutors  
 27762 Antonio Parkway L1-478  
 Ladera Ranch, CA 92694  
 (323) 703-7130

22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.
25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
- a. Exhibit A.
  - b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

Leading Edge Tutors

Anaheim Union High School District

November 13, 2012  
Date  
Authorized Signature

Date  
Authorized Signature

Xochitl Martinez, Chief  
Financial Officer  
27762 Antonio Parkway L1-478  
Ladera Ranch, CA 92694  
xmartinez@leadingedgetutors.org

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	
Corporation	✓
Partnership	
Other	

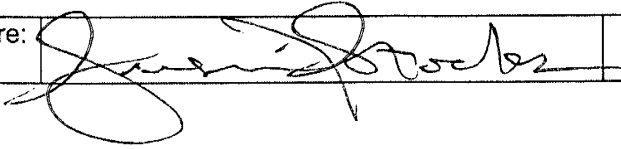
Federal Identification Number

45-3776443

*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: 12-13-12

## EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with District and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(B).
- e. Report to the District each student's progress by site, at least once every four weeks of instruction and report student's participation. The District will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A)-(B). Final payment will not be issued until the District receives the closing reports for each student.
- h. The Consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parent/guardian. 20 U.S.C. §6316 (e)(3)(E).
- i. The Consultant will comply with all applicable health, safety, and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The Consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the District proof of the following:
  - (1) A current liability insurance policy with a minimum coverage amount of \$1 million. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.

- (2) Proof of being fiscally sound. Title 5 SES (13075.2)(c)(1)-(21).
  - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
  - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2)(c)(1)-(21)
- l. When providing a facility for meeting with students, Consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2)(c)(1)-(21).
  - m. No later than June 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
  - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
  - o. In addition to Paragraph 6 herein, the District may terminate this agreement for the following reasons:
    - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
    - (2) Consultant fails to meet all of the requirements contained herein.
  - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.



Exhibit B

**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 independent contractor 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.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as “DISTRICT” and Learning Partners, Inc., DBA Sylvan Learning-Anaheim Hills hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
Learning Partners, Inc., DBA Sylvan Learning-Anaheim Hills, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. Learning Partners, Inc., DBA Sylvan Learning-Anaheim Hills also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by Learning Partners, Inc., DBA Sylvan Learning-Anaheim Hills.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Seven Thousand Four Hundred Dollars (\$7,400). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$7,400 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

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contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made; this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

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- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

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18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
21. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Paul Sevillano, Ed.D.  
 Anaheim Union High School District  
 501 N. Crescent Way  
 Anaheim, CA 92801

CONTRACTOR:

Learning Partners, Inc., DBA Sylvan Learning-  
 Anaheim Hills  
 5573 Santa Ana Canyon Road  
 Anaheim Hills, CA 92808  
 (714) 680-5344

22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.
25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
- a. Exhibit A.
  - b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

Learning Partners, Inc., DBA Sylvan Learning-  
Anaheim Hills

Anaheim Union High School District

NOVEMBER 12, 2012

Date  
Armany Kojakehayan  
Authorized Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Authorized Signature

Armany Kojakehayan, Director of  
Education  
5573 Santa Ana Canyon Road  
Anaheim Hills, CA 92807  
slcfullerton@gmail.com

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	
Corporation	<input checked="" type="checkbox"/>
Partnership	
Other	

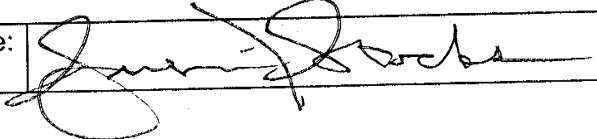
Federal Identification Number

26-2109307

*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: 11-13-12
--	----------------



## EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with District and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(B).
- e. Report to the District each student's progress by site, at least once every four weeks of instruction and report student's participation. The District will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A)-(B). Final payment will not be issued until the District receives the closing reports for each student.
- h. The Consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parent/guardian. 20 U.S.C. §6316 (e)(3)(E).
- i. The Consultant will comply with all applicable health, safety, and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The Consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the District proof of the following:
  - (1) A current liability insurance policy with a minimum coverage amount of \$1 million. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.

- (2) Proof of being fiscally sound. Title 5 SES (13075.2)(c)(1)-(21).
  - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
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- l. When providing a facility for meeting with students, Consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2)(c)(1)-(21).
  - m. No later than June 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
  - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
  - o. In addition to Paragraph 6 herein, the District may terminate this agreement for the following reasons:
    - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
    - (2) Consultant fails to meet all of the requirements contained herein.
  - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**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.
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- Job Location:** Consultant controls job location, under District discretion, whether on employer's site or not.
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- No Interim Reports:** Only specific pre-determined reports defined in the independent contractor agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
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  - 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.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT" and Milestones Family Learning Center hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services: Milestones Family Learning Center, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. Milestones Family Learning Center also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by Milestones Family Learning Center.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Twenty-Two Thousand One Hundred Dollars (\$22,100). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$22,100 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall

contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made; this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.
14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
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DISTRICT:

Paul Sevillano, Ed.D.  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

CONTRACTOR:

Milestones Family Learning Center  
550 E. Carson Plaza Drive, Suite 109  
Carson, CA 90746  
(310) 324-1157

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

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a. Exhibit A.

b. Exhibit B.

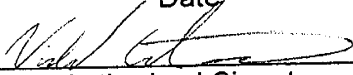
THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

Milestones Family Learning Center

Anaheim Union High School District

11-13-12

Date



Authorized Signature

Date

Authorized Signature

Vidal Cortes, Regional Administrator  
550 E. Carson Plaza Drive, Suite 109  
Carson, CA 90746  
Milestones\_flc@yahoo.com

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	
Corporation	✓
Partnership	
Other	

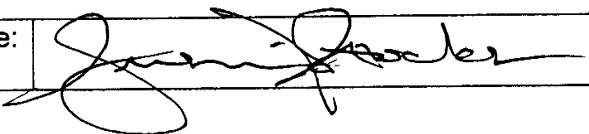
Federal Identification Number

83-0400996

*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:

Signature:		Date:	11-13-12
------------	---	-------	----------

## EXHIBIT A

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(IRS Revenue Rule 87-41)**

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  - 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.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as “DISTRICT” and Oxford Tutoring, Inc. hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
Oxford Tutoring, Inc., a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. Oxford Tutoring, Inc. also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by Oxford Tutoring, Inc.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Nineteen Thousand Three Hundred Dollars (\$19,300). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$19,300 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall



contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made; this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopied matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.
14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

Paul Sevillano, Ed.D.  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

CONTRACTOR:

Oxford Tutoring, Inc.  
14425 Culver Drive  
Irvine, CA 92604  
(949) 681-0388

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

23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

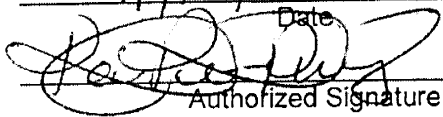
a. Exhibit A.

b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

Oxford Tutoring, Inc.

Anaheim Union High School District

11/12/2012  
Date  
  
Authorized Signature

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Authorized Signature

Rebekah Rustad-Phung  
14425 Culver Drive  
Irvine, CA 92604  
Rebekah@oxfordtutoring.com

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	
Corporation	✓
Partnership	
Other	


Federal Identification Number

45-2464723

*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: 11-12-12

## EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with District and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(B).
- e. Report to the District each student's progress by site, at least once every four weeks of instruction and report student's participation. The District will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A)-(B). Final payment will not be issued until the District receives the closing reports for each student.
- h. The Consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parent/guardian. 20 U.S.C. §6316 (e)(3)(E).
- i. The Consultant will comply with all applicable health, safety, and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The Consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the District proof of the following:
  - (1) A current liability insurance policy with a minimum coverage amount of \$1 million. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.

- (2) Proof of being fiscally sound. Title 5 SES (13075.2)(c)(1)-(21).
  - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
  - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2)(c)(1)-(21)
- l. When providing a facility for meeting with students, Consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2)(c)(1)-(21).
  - m. No later than June 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
  - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
  - o. In addition to Paragraph 6 herein, the District may terminate this agreement for the following reasons:
    - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
    - (2) Consultant fails to meet all of the requirements contained herein.
  - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**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 independent contractor 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.

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WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
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Services shall be provided by Professional Tutors of America, Inc.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.



2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
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The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopied matter or patented or unpatented invention under this AGREEMENT.

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18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

Paul Sevillano, Ed.D.  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

CONTRACTOR:

Professional Tutors of America, Inc.  
3350 E. Birch Street, Suite 108  
Brea, CA 92821  
(714) 784-3454

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

23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit A.

b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

Professional Tutors of America, Inc.

Anaheim Union High School District

11-12-12  
Date  
Robert Harraka  
Authorized Signature

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Authorized Signature

Robert Harraka, CEO  
3350 E. Birch Street, Suite 108  
Brea, CA 92821  
Robert@professionaltutors.com

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	
Corporation	X
Partnership	
Other	

Federal Identification Number

33-0015574

*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: Judson Stuebel Date: 11-13-12

## EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with District and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(B).
- e. Report to the District each student's progress by site, at least once every four weeks of instruction and report student's participation. The District will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A)-(B). Final payment will not be issued until the District receives the closing reports for each student.
- h. The Consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parent/guardian. 20 U.S.C. §6316 (e)(3)(E).
- i. The Consultant will comply with all applicable health, safety, and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The Consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the District proof of the following:
  - (1) A current liability insurance policy with a minimum coverage amount of \$1 million. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.

- (2) Proof of being fiscally sound. Title 5 SES (13075.2)(c)(1)-(21).
  - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
  - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2)(c)(1)-(21)
- l. When providing a facility for meeting with students, Consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2)(c)(1)-(21).
  - m. No later than June 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
  - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
  - o. In addition to Paragraph 6 herein, the District may terminate this agreement for the following reasons:
    - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
    - (2) Consultant fails to meet all of the requirements contained herein.
  - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.



Exhibit B

**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 independent contractor 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.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT" and Studentnest, Inc. hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
Studentnest, Inc., a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. Studentnest, Inc. also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by Studentnest, Inc.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Forty-One Thousand Three Hundred Dollars (\$41,300). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$41,300 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall

contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made; this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
- (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.
14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
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DISTRICT:

Paul Sevillano, Ed.D.  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

CONTRACTOR:

Studentnest, Inc.  
2121 Merced Street  
Fresno, CA 93721  
(559) 486-1251

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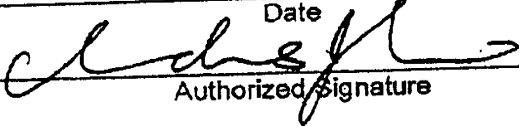
a. Exhibit A.

b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

Studentnest, Inc.

Anaheim Union High School District

11-13-12  
Date  
  
Authorized Signature

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Authorized Signature

Chander Joshi, President and CEO  
2121 Merced Street  
Fresno, CA 93721  
Chanderjoshi88@gmail.com

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
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Please check one:

Independent/Sole Proprietor	<input type="checkbox"/>
Corporation	<input checked="" type="checkbox"/>
Partnership	<input type="checkbox"/>
Other	<input type="checkbox"/>

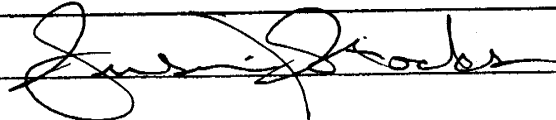
Federal Identification Number

20-2124874

*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: <u>11-14-12</u>
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## EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
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  - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
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Exhibit B

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(IRS Revenue Rule 87-41)**

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  - 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.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as “DISTRICT” and Syntelesys Educational Services, Inc. dba #1 Academia de Servicio de Tutoria hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
Syntelesys Educational Services, Inc. dba #1 Academia de Servicio de Tutoria, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. Syntelesys Educational Services, Inc. dba #1 Academia de Servicio de Tutoria also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by Syntelesys Educational Services, Inc. dba #1 Academia de Servicio de Tutoria.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Ten Thousand One Hundred Dollars (\$10,100). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$10,100 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
--------------------	---------------------------	------------------	--------------------------	------------	--------------------------------

6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.
10. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall

contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made; this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
- (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.
14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.



20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
21. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Paul Sevillano, Ed.D.  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

CONTRACTOR:

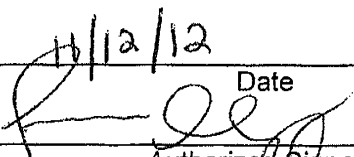
Syntelesys Educational Services, Inc. dba #1  
Academia de Servicio de Tutoria  
2550 Corporate Place C108  
Monterey Park, CA 91754  
(800) 293-3091 Ext. 201

22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.
25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
- a. Exhibit A.
  - b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

Syntelesys Educational Services, Inc. dba #1  
Academia de Servicio de Tutoria

Anaheim Union High School District

11/12/12  
Date  
  
Authorized Signature

Date  
Authorized Signature

Francisco Gutierrez  
National Project Manager  
2550 Corporate Place C108  
Monterey Park, CA 91754  
info@academiadeserviciodetutoria.com

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

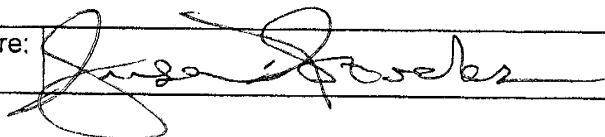
Independent/Sole Proprietor	
Corporation	<input checked="" type="checkbox"/>
Partnership	
Other	

Federal Identification Number 27-1332524

*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: 11-13-12

## EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with District and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(B).
- e. Report to the District each student's progress by site, at least once every four weeks of instruction and report student's participation. The District will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A)-(B). Final payment will not be issued until the District receives the closing reports for each student.
- h. The Consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parent/guardian. 20 U.S.C. §6316 (e)(3)(E).
- i. The Consultant will comply with all applicable health, safety, and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The Consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the District proof of the following:
  - (1) A current liability insurance policy with a minimum coverage amount of \$1 million. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.

- (2) Proof of being fiscally sound. Title 5 SES (13075.2)(c)(1)-(21).
  - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
  - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2)(c)(1)-(21)
- l. When providing a facility for meeting with students, Consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2)(c)(1)-(21).
  - m. No later than June 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
  - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
  - o. In addition to Paragraph 6 herein, the District may terminate this agreement for the following reasons:
    - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
    - (2) Consultant fails to meet all of the requirements contained herein.
  - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**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 independent contractor 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.

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as “DISTRICT” and Tutoring USA Inc. dba Club Z! hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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 and competent to perform the special services required;

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

WHEREAS, CONTRACTOR 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 agree as follows:

1. Services. The CONTRACTOR will provide the following services:  
Tutoring USA Inc. dba Club Z!, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. Tutoring USA Inc. dba Club Z! also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by Tutoring USA Inc. dba Club Z!

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 7, 2012, and will diligently perform as required and complete performance by May 15, 2013.
3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Forty-Three Thousand Two Hundred Dollars (\$43,200). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$43,200 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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.

CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance and discussed the information with prospective SES service providers, at the SES service provider's meeting on August 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

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contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made; this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
  - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.
14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

Paul Sevillano, Ed.D.  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

CONTRACTOR:

Tutoring USA Inc. dba Club Z!  
8357 Petunia Way  
Buena Park, CA 90620  
(714) 521-1616

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

23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

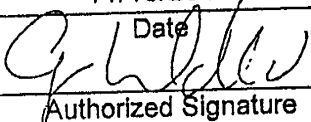
a. Exhibit A.

b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 6<sup>th</sup> DAY OF December 2012.

Tutoring USA Inc. dba Club Z!

Anaheim Union High School District

11/13/2012  
Date  
  
Authorized Signature

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Authorized Signature

Anja Walker, Secretary  
8357 Petunia Way  
Buena Park, CA 90620  
clubzbp@sbcglobal.net

Paul Sevillano, Ed.D.  
Assistant Superintendent,  
Educational Services Division  
501 N. Crescent Way/P.O. Box 3520  
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	
Corporation	X
Partnership	
Other	

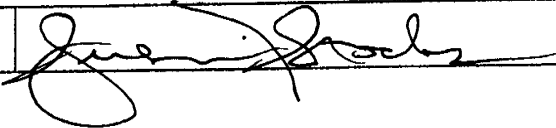
Federal Identification Number

20-5153598

*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: 12-14-12
--	----------------

## EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with District and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(B).
- e. Report to the District each student's progress by site, at least once every four weeks of instruction and report student's participation. The District will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A)-(B). Final payment will not be issued until the District receives the closing reports for each student.
- h. The Consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parent/guardian. 20 U.S.C. §6316 (e)(3)(E).
- i. The Consultant will comply with all applicable health, safety, and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The Consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the District proof of the following:
  - (1) A current liability insurance policy with a minimum coverage amount of \$1 million. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.

- (2) Proof of being fiscally sound. Title 5 SES (13075.2)(c)(1)-(21).
  - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
  - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2)(c)(1)-(21)
- l. When providing a facility for meeting with students, Consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2)(c)(1)-(21).
  - m. No later than June 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
  - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
  - o. In addition to Paragraph 6 herein, the District may terminate this agreement for the following reasons:
    - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
    - (2) Consultant fails to meet all of the requirements contained herein.
  - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**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.

## Instructional Materials Submitted for Adoption

### December 6, 2012

November 2, 2012-December 6, 2012

Curriculum	Basic / Suppl	Course Name/ Number	GR	Title	Publisher
Career Technical Education (CTE) Pathways Performing Arts	Basic	Performing Arts Conservatory I, II, III Course #4665, 4666, 4667	9-12	<i>Career Choices</i> by Melinda Bingham	Academic Innovations
Reading, Language Arts, ELD	Suppl.	English 1 & 2 Course #1505, 1520	9-10	<i>Possibilities</i> by Melinda Bingham	Academic Innovations
Electives	Basic	AP Psychology Course #2821	9-12	<i>AP Psychology</i> by Douglas A. Bernstein, Louis A. Penner, Edward J. Roy, Allison Clarke-Stewart	Wadsworth Cengage Learning



SCHEDULE A

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030**  
**Regular School Year 2012-2013**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
SYS-0708120	01-14-00	07	12-06-12	Rossier Park Elementary School	\$37,302.00
SYS-0708047	08-27-96	11	12-06-12	Rossier Park School	\$35,535.00
SYS-0708115	04-24-98	09	12-06-12	Rossier Park School	\$35,535.00
SYS-0708067	11-30-95	12	12-06-12	Rossier Park School	\$34,110.00
SYS-0708073	03-12-96	11	12-06-12	Rossier Park School	\$34,110.00
SYS-0708104	03-04-96	11	12-06-12	Rossier Park School	\$34,110.00
SYS-0708097	09-02-97	09	12-06-12	Rossier Park School	\$34,110.00
SYS-0708055	05-15-96	11	12-06-12	Rossier Park School	\$34,110.00
SYS-0708109	03-04-97	10	12-06-12	Rossier Park School	\$34,110.00
SYS-0708111	06-13-94	12	12-06-12	Rossier Park School	\$50,310.00
SYS-0708134	08-10-99	08	12-06-12	Rossier Park School	\$37,264.50
SYS-0708129	02-24-00	7	12-06-12	Speech and Language Development Center	\$43,877.00
SYS-0708005	11-18-92	12	12-06-12	Speech and Language Development Center	\$37,323.00
SYS-0708058	07-30-96	11	12-06-12	Speech and Language Development Center	\$52,702.00
SYS-0708084	05-01-95	12	12-06-12	Speech and Language Development Center	\$35,774.50

\*Includes transportation costs, if applicable.

Field Trip Report

Board of Trustees

December 6, 2012

1. Cypress High School–Physics Club (50 students; 31 male, 17 female); Kevin Dwyer (male) adviser; Gerson Montiel (male), Melinda Dwyer (female), Gerlyn Montiel (female), Jeff Freeman (male), Michelle Jenkin (female), chaperones.

To: Idyllwild, CA  
 Dates: February 15, 2013–February 17, 2013  
 Purpose: Hands on physics program  
 Expenses: Parent/Student: Registration, meals, transportation, accommodations

Number of school days missed for this trip: 0  
 Number of school days missed previously: 0  
 Total number of days missed by this group: 0

2. Oxford Academy–Speech and Debate (48 students; 24 male, 24 female); Nancy Dandridge (female) adviser; Kathy Krebs (female), David Krebs (male), Phil Dandridge (male), Cathy Sendhoefner (female), Jim Sendhoefner (male), chaperones.

To: Claremont, CA  
 Dates: January 12, 2013–January 13, 2013  
 Purpose: Speech and Debate Tournament  
 Expenses: ASB/Club Fundraisers: Registration  
 Parent/Student: Meals, transportation, accommodations  
 Booster Club: Meals, transportation, accommodations

Number of school days missed for this trip: 0  
 Number of school days missed previously: 0  
 Total number of days missed by this group: 0

3. Oxford Academy–Speech and Debate (20 students; 10 male, 10 female); Nancy Dandridge (female) adviser; Kathy Krebs (female), Jon Williamson (male), Phil Dandridge (male), chaperones.

To: Santa Clarita, CA  
 Dates: April 19, 2013–April 22, 2013  
 Purpose: Speech and Debate State Championship  
 Expenses: ASB/Club Fundraisers: Registration  
 Parent/Student: Meals, transportation, accommodations  
 Booster Club: Transportation, accommodations

Number of school days missed for this trip: 2  
 Number of school days missed previously: 0  
 Total number of days missed by this group: 2

4. Western High School–Athletics (14 male students); Jaime Flores (male) adviser; Andre Lara (male), Adam Sabene (male), chaperones.

To: Arrowhead, CA  
 Dates: January 4, 2013–January 6, 2013  
 Purpose: Wrestling Competition

**Field Trip Report**

Board of Trustees

December 6, 2012

Expenses: ASB/Club Fundraisers: Registration  
Booster Club: Meals, transportation, accommodations

Number of school days missed for this trip: 0  
Number of school days missed previously: 1  
Total number of days missed by this group: 1

Client # 1550 / S45

P.O.# \_\_\_\_\_

**AGREEMENT FOR SPECIAL SERVICES**

## Factfinding

This is an Agreement between the ANAHEIM UNION HIGH SCHOOL DISTRICT, hereinafter referred to as "Client," and SCHOOL SERVICES OF CALIFORNIA, INC., hereinafter referred to as "Consultant," entered into as of October 18, 2012.

**RECITALS**

**WHEREAS**, the Client needs assistance regarding services relative to factfinding; and

**WHEREAS**, Consultant is professionally and specially trained and competent to provide these services; and,

**WHEREAS**, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

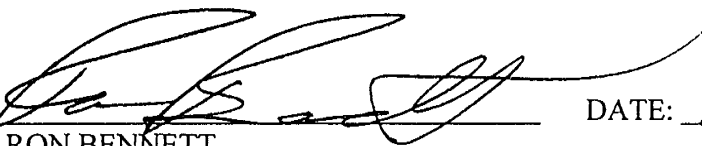
**NOW, THEREFORE**, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to assist the Client as directed by the Superintendent or Superintendent's designees with issues for services relative to district collective bargaining negotiations as mandated by Sections 3540, et al., of the California Government Code.
2. The Client agrees to pay Consultant \$255 per hour, plus expenses, to review budget and negotiation documents, provide preliminary consultation, and perform other services required prior to or beyond the initial negotiation stage. Time spent by the SSC Assistant Director will be billed at \$145 per hour. Time spent by SSC support staff to prepare materials will be billed at \$95 per hour.
  - a. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site.
  - b. "Expenses" are defined as actual, out-of-pocket expenses, such as transportation, lodging, meals, and duplication.
3. This Agreement shall be for the period commencing October 18, 2012, and terminating April 30, 2013. It may be terminated at any time prior to April 30, 2013, by either party hereto on thirty (30) days notice. In case of cancellation, the Client shall be liable for any costs accrued as of the cancellation date.

- 4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
ELIZABETH I. NOVAK, Ph.D.  
Superintendent  
Anaheim Union High School District

BY:  \_\_\_\_\_ DATE: 11/06/2012  
RON BENNETT  
President/CEO  
School Services of California, Inc.

**STUDENT TEACHING AGREEMENT  
AGREEMENT TERM: 2013-2015**

**EXHIBIT BBB**

**THIS AGREEMENT entered into by and between the State of California through the Trustees of the California State University on behalf of the State University, noted below, all of which are hereinafter called State or State University, and the School district, noted below, hereinafter called the District:**

**WITNESSETH**

**WHEREAS, the District is authorized to enter into agreements with the State, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the State University; and**

**WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered; and**

**WHEREAS, it has been determined between the parties hereto that the payments to be made to the district under this agreement do not exceed the actual cost to the district of the services rendered by the District; and**

**WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and recognition to services performed for the student teacher in the supervisory teacher's charge;**

**NOW THEREFORE, it is mutually agreed between the State and the District as follows:**

**SPECIAL PROVISIONS**

**PARTIES:** Trustees of the California State University  
California State University, Dominguez Hills  
Procurement and Contracts  
1000 E. Victoria Street, Carson, CA 90747  
310-243-3799

Anaheim Union High School District  
501 Crescent Way  
Anaheim, CA 92803  
714-999-3552

**TERM:** January 1, 2013 to June 30, 2015. This agreement may be terminated by either party upon 30 day advanced written notice, provided current students in the teaching training program will be allowed to complete their training requirements until said terminated semester.

The **SERVICES** to be provided by District to State shall not exceed the Semester Units of Practice Teaching nor the Quarter Units of Practice Teaching, as set forth on the Master Teacher Date Sheet(s).

The State shall pay District for such services at the **RATE AND AMOUNT** of \$16.67 per quarter unit, and \$25.00 per semester unit, not to exceed the total payment as set forth on the Master Teacher Data Sheet(s).

**GENERAL TERMS**

**1.** The District shall provide to State University students teaching experience through practice teaching in schools and classes of the district not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District, as the District and the State through their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for practice teaching any student of the State University assigned to practice teaching in the District, and upon request of the District, made for good cause, the State shall terminate the assignment of any student of the State University to practice teaching in the district.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the school or classes in which the practice teaching is provided.

**2.** The State will pay the district for the performance by the District of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, it is a daily three (3) days a week for eighteen (18) weeks during regular session.

3. An assignment of a student of the State University to practice teaching in schools or classes of the District shall be, at the discretion of the State, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may practice teaching in such school or classes.

The assignment of a student of the State University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or the other document given the student by the State University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the State University to practice teaching is terminated by the State University for any reason, the District shall receive payment for assignment for nine (9) weeks only. If a student is assigned by the State University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. Within a reasonable time following the close of each semester or quarter of the State University, the District shall submit an invoice, in duplicate, to the State University Accounts Payable Department for payment, at the rate provided herein, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The District shall attach to the invoice a certificate, in duplicate, executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching and amount no less than the amount of the invoice. The State will pay the amount of such invoice from moneys made available for such purpose by or pursuant to the laws of the State.

5. Notwithstanding any other provisions of the agreement, the State shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the special Provisions.

6. The parties agree that District is not to assume nor shall it assume by this agreement any liability under the California Worker's Compensation Insurance and Safety Act for, by or on behalf of any State University students while under the performance of this agreement.

**STATE OF CALIFORNIA  
Trustees of the California State University  
DOMINGUEZ HILLS**

By \_\_\_\_\_  
**EMMIT L. WILLIAMS**  
Assistant Vice President  
Procurement, Contracts Logistical and Support Services

**ANAHEIM UNION HIGH SCHOOL**

By \_\_\_\_\_  
Name Russell Lee-Sung  
Title Assistant Superintendent, Human Resources

=====

**CERTIFICATION**

I, the duly appointed and acting Clerk or Secretary of the governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on

December 6, 20 12  
(Month/day)

"It was moved, seconded and carried that the attached contract the Trustees of the California State University, whereby the University may assign students to the schools in the school District for practice teaching, be approved; and the Anaheim Union High School District is hereby authorized to execute the same."

**District** Anaheim Union High School District

**County** Orange

**By** \_\_\_\_\_  
**Clerk, Secretary or Governing  
Board of the School District**  
Elizabeth I. Novack, Ph.D.  
Superintendent



Board of Trustees  
December 6, 2012

Page 1 of 7

**1. Leaves of Absence:**

Chang, Sunyee, for child care, without pay and with health benefits from 12/03/12, through the end of the working day on 02/12/13. (Revised)

Flattum, Carrie, for child care, without pay and with health benefits from 10/24/12, through the end of the working day on 11/02/12. (Revised)

Pineda, Rosalinda, for child care, without pay and with health benefits from 10/22/12, through the end of the working day on 2/03/13. (Revised)

**2. Employment:**

A. Classroom Teachers/Probationary:

		<u>Column</u>	<u>Step</u>
Macias, Melissa	11/13/12	3	1

B. Day-to-Day Substitute Teachers with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Armstrong, Robert	10/25/12
Bilgin, Ifran	11/26/12
Buss, Michael	11/26/12
Carroll, Kimberly	11/08/12
Chilver, Alexandria	11/2/12
Hanna, Christina	11/1/12
Hellwig, Christina	11/26/12
Herbold III, John	10/26/12
Houghton, Heather	11/9/12
Kile, Brian	11/08/12
Kistler, Courtney	10/25/12
Masters, John	10/30/12
Palmer, Asher	10/30/12
Snook, Lauren	11/6/12
Truong, Derek	10/25/12
Velasco, Beth	11/08/12

**3. Extra Service Compensation:**

A. Additional Salary, for an extra period of coverage to be paid tenthsly and based on the individual's salary for 2012-13, effective as noted: (General Funds)

Crawford, Tracy                      9/27/12

B. ZAP/Homework Lab Coordinator Stipend, for the following individual to maintain records and support student needs for the ZAP/Homework After School Intervention program, to be paid \$2,100 at the end of the first semester: (General Funds)

DeNunno, Megan

**Human Resources Division, Certificated Personnel**

Board of Trustees  
December 6, 2012

Page 2 of 7

- C. National Board for Professional Teaching Standards Stipend (NBPTS), to the following individuals for an earned National Board Certification stipend, effective 11/1/12: (NBPTS Funds)

Blackshear, Sherrita	\$2,000
Elliott, Spencer	\$2,000
Wetrosky, Marina	\$2,000

4. **Change of contract for the following personnel who have completed the additional units and/or years of experience to advance on the salary schedule, effective as noted:**

	<u>From</u>	<u>To</u>	<u>Effective</u>
Brierly, Brian	3 1	3 2	9/25/12
Jenkin, Michelle	1 2	4 2	8/23/12
Nolasco, Christina	2 7	4 7	2/1/12
Ullrich, Paul	1 1	1 2	10/1/12

5. **Pay adjustments for the following military instructors for the JROTC/NJROTC program unless otherwise noted by military contract, effective as noted:**

	<u>Salary</u>	<u>Effective</u>
Golden, Marixa	\$5,291.84	10/1/12
Shaw, Walter	\$6,642.35	10/1/12

6. **Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:**

Arellano, Maria	10/30/12	Nishinaka, Nicole	11/9/12
Bajes, Abdo	11/9/12	Osborne, Donna	10/24/12
Beltran Hermosillo, Maria	11/1/12	Overton, Christopher	5/24/12
Bhakta, Anita	10/25/12	Pinon, Oscar	10/2/12
Delos Santos, Dina	10/22/12	Plis, Richard	10/24/12
Gonzales-Arevalo, Susana	10/30/12	Polis, Jacklyn	10/24/12
Guerrero-Rodriguez, Leticia	11/6/12	Ramos, Lisa	10/20/12
Hanania, Gina	10/23/12	Roberson, Rose	11/6/12
Hopkinson, Myra	11/13/12	Rogers, Brooke	10/24/12
Kaczmarczyk, Heather	10/11/12	Shaw, Celeste	9/5/12
Kauo, Melissa	10/31/12	Shaw, Charles	10/3/12
Lin, Sun-Sun	11/13/12	Smith, Jonalyn	9/11/12
Lopez, Viviana	10/3/12	Vidal, Maria	11/17/12
Malvas, Tina	10/19/12	Viera, Sujey	10/31/12
Mulroney, Kenneth	10/19/12	Zanone, Ashley	10/25/12

7. **Extra Service Specialists, employment effective as noted:**

**Classified:**

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Anaheim</u> Gonzalez, Oscar Drill Team/Dance	\$4,216	Season	8/23/12

**Human Resources Division, Certificated Personnel**

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Mares, Jr., Richard Basketball, Boys, JV	\$2,596	Season	11/19/12
<u>Cypress</u>			
Cleeland, Scott Basketball, Boys, Freshman	\$2,596	Season	11/19/12
Grana, Kristin Soccer, Girls, JV	\$2,339	Season	11/19/12
Faust, Jesilyn Debate	\$873.65	1st Semester	10/12/12
Faust, Jesilyn Debate	\$1,298	2nd Semester	1/28/13
Magana, Richard Speech	\$757.17	1st Semester	10/26/12
Magana, Richard Speech	\$1,298	2nd Semester	1/28/13
Marilla, Ronald Wrestling, Asst. Varsity	\$1,298	Season	11/19/12
Mitchell, Derek Basketball, Boys, JV	\$2,596	Season	11/19/12
Norris, Darin Wrestling, Frosh/Soph	\$1,298	Season	11/19/12
Poole, Ryan Waterpolo, Girls, Head Varsity	\$2,879	Season	11/19/12
Swinford, Brandon Wrestling, Frosh/Soph	\$1,298	Season	11/19/12
Woiemberghe, Nicole Soccer, Girls, Head Varsity	\$2,596	Season	11/19/12
<u>Katella</u>			
Cox, Rachel Basketball, Girls, JV	\$2,596	Season	11/19/12
Garcia, Charles Basketball, Boys, JV	\$2,596	Season	11/19/12
<u>Kennedy</u>			
Bird, Anthony Wrestling, Asst. Varsity	\$2,339	Season	11/19/12
Bixby, Billy Basketball, Girls, Frosh/Soph	\$2,596	Season	11/19/12

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Catota, Denise Soccer, Girls, Asst. Varsity	\$2,339	Season	11/19/12
Datin, Kimberly Waterpolo, Asst. Frosh/Soph	\$2,339	Season	8/31/12
Gutierrez, Arturo Soccer, Boys, JV	\$2,339	Season	11/19/12
Mattoon, Michael Certified Athletic Trainer	\$3,249	Season	11/19/12
Mattoon, Michael Certified Athletic Trainer	\$3,249	Season	2/23/13
Overton, Christopher Soccer, Boys, JV	\$2,339	Season	11/19/12
Stirling, Heather Cheer	\$1,923	1st Semester	8/31/12
Stirling, Heather Cheer	\$1,923	2nd Semester	1/28/13
<u>Loara</u> Callahan, Chris Baseball, JV	\$2,596	Season	2/24/13
Holton, Cody Basketball	\$2,596	Season	11/19/12
Holton, Trevor Basketball	\$2,596	Season	11/19/12
Holton, Trevor Track	\$2,339	Season	2/23/13
Jiron, Pedro Waterpolo, Boys, Varsity	\$2,879	Season	11/19/12
Jiron, Pedro Swimming, Girls, JV	\$2,339	Season	2/23/13
Montejano, Guillermo Soccer, Varsity	\$2,596	Season	11/19/12
Smith, Brent Volleyball	\$2,339	Season	2/23/13
Tillman, Tran Wrestling, Varsity	\$2,596	Season	11/19/12

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<u>Magnolia</u>			
Ballard, Kanatina Accompanist	\$478.13	1st Semester	11/6/12
Ballard, Kanatina Accompanist	\$637.50	2nd Semester	1/28/13
Jones, Brittany Soccer, Girls, Frosh/Soph	\$2,339	Season	11/19/12
Lactaen, Rachael Basketball, Girls, Freshman	\$2,596	Season	11/19/12
Llama, Raul Soccer, Boys, Frosh/Soph	\$2,339	Season	11/19/12
Luna, Gerasimo Wrestling, JV	\$2,596	Season	11/19/12
Nelsen, Edwin Wrestling, Head Varsity	\$3,249	Season	11/19/12
Otey, Brian Basketball, Boys, JV	\$2,596	Season	11/19/12
Tweed, Matt Basketball, Boys, Sophomore	\$2,596	Season	11/19/12
Valbuena, Andrew Wrestling, Frosh/Soph	\$2,596	Season	11/19/12
Velasco, Wilfredo Soccer, Girls, JV	\$2,339	Season	11/19/12
<u>Oxford</u>			
Ambatali, Sheika Basketball, Varsity, Girls	\$3,249	Season	11/19/12
Aponte, Eric Basketball, Boys, JV	\$2,596	Season	11/19/12
Armstrong, Sandra Athletic Trainer	\$3,249	Season	11/19/12
Briseno, Daisy Soccer, Girls, Varsity	\$2,596	Season	11/19/12
Clay, David Basketball, Boys, Sophomore	\$2,596	Season	11/19/12
De Leon, Erick Soccer, Girls, 7th grade	\$1,923	2nd Quarter	11/5/12

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Scimeca, Andrew Basketball, Boys, Varsity	\$3,249	Season	11/19/12
Sovern, Scott Basketball, Boys, 7th grade	\$961.50	2nd Quarter	11/5/12
Washa, Doug Soccer, Girls, 8th Grade	\$1,923	2nd Quarter	11/5/12
Williams, Casey Basketball, Boys, 7th grade	\$961.50	2nd Quarter	11/5/12
<u>Savanna</u>			
Dunlap, Brent Dance	\$2,185	Season	8/23/12
Emaguna, Christopher Basketball, Boys, Freshman	\$2,596	Season	11/19/12
Reyes, Valentin Soccer, Boys, Asst. Frosh/Soph	\$2,339	Season	11/19/12
Wickell, Richard Basketball, Girls, Sophomore	\$2,596	Season	11/19/12
<u>Western</u>			
Dorado, Tasia Basketball, Girls, Freshman	\$2,596	Season	11/19/12
Elias, Robert Wrestling, Frosh/Soph	\$2,596	Season	11/19/12
Escobedo, Margaret Soccer, Boys, Frosh/Soph	\$1,169.50	Season	11/19/12
Fisher, Lauren Soccer, Girls, JV	\$2,339	Season	11/19/12
Liew, Ching Accompanist	\$388.22	Semester	10/23/12
Liew, Ching Accompanist	\$637.50	2nd Semester	1/28/13
McMorris, Constance Waterpolo, Asst. Frosh/Soph	\$2,339	Season	11/19/12
Neeper, Jeremy Soccer, Boys, Frosh/Soph	\$1,169.50	Season	11/19/12
Neeper, John Soccer, Boys, Varsity	\$2,596	Season	11/19/12

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Perry, Regina Basketball, Girls, Sophomore	\$2,596	Season	11/19/12
Postestas, Ramon Basketball, Boys, JV	\$2,596	Season	11/19/12
Ramirez, Samuel Soccer, Boys, JV	\$2,339	Season	11/19/12
Roussel, Daniel Basketball, Girls, Head Varsity	\$3,249	Season	11/19/12
Sims, Lakeisha Basketball, Girls, JV	\$2,596	Season	11/19/12

**Human Resources Division, Classified Personnel**

1. **Retirements/Resignations/Terminations, effective as noted:**

Alvarado, Joaquin, Auditorium Operations Assistant, 09/20/12

Leu, Alvin, Instructional Assistant – Special Abilities, 11/02/12

Pulido, Angelica G., Instructional Assistant – Behavior Support, 11/09/12

Quinter, Marsha L., Instructional Assistant – Specialized Academic Instruction, 12/26/12, retirement

2. **Leaves of Absences**

Garcia, Jordanne, for educational purposes, without pay and without benefits from 02/01/13, through the end of the working day on 05/10/13.

Melendez, Patrice, for educational purposes, without pay and without benefits from 01/24/13, through the end of the working day on 06/12/13. (Revised)

3. **Employment and Promotions, effective as noted: Range/Step Effective**

Albury, Ann Substitute Instructional Assistant/Severally Handicapped, Various	51/01	10/22/2012
Anthony, Parvaneh Substitute Instructional Assistant/Severally Handicapped, Various	51/01	11/14/2012
Banks, Francenia Substitute Instructional Assistant/Severally Handicapped, Various	51/01	10/30/2012
Barbero, Alma Substitute Instructional Assistant/Severally Handicapped, Various	51/01	11/05/2012
Bonner, Sydney Substitute Instructional Assistant/Severally Handicapped, Various	51/01	10/29/2012
Bulandus, Venus Substitute Instructional Assistant/Severally Handicapped, Various	51/01	11/01/2012
Caddell, April Substitute Instructional Assistant/Severally Handicapped, Various	51/01	10/29/2012
Campbell, Barbara Substitute Secretary, Various	51/01	11/05/2012
Carmona, Ariana Substitute Instructional Assistant/Severally Handicapped, Various	51/01	10/26/2012
Chaidez, Christopher Substitute Instructional Assistant/Severally Handicapped, Various	51/01	11/08/2012
Costanza, Christine Michelle Substitute Executive Assistant, Superintendent	63/01	11/13/2012
Cruz, Jose Abraham Substitute Warehouse Worker, Various	51/01	11/14/2012



**Human Resources Division, Classified Personnel**

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Derrick, Michele Monique Substitute Instructional Assistant/Severally Handicapped, Various	51/01	10/26/2012
Erb, Richard Inventory Control Specialist, Warehouse	55/08	11/16/2012
Garza, Omar Substitute Translator, Various	51/01	11/01/2012
Guerrero, Ramon Substitute Custodian, Various	51/01	11/01/2012
Kerr, Michael Substitute Instructional Assistant/Severally Handicapped, Various	51/01	10/29/2012
Petty, Tarshawnda Relief Bus Driver, Transportation	55/01	10/29/2012
Rodriguez, Jasmin Substitute Instructional Assistant/Severally Handicapped, Various	51/01	10/29/2012
Tanner, Stacy Marie Substitute Instructional Assistant/Severally Handicapped, Various	51/01	10/24/2012

4. **Workability, current minimum wage or stipend of \$256 effective as noted:**  
(Workability Grant Funds)

	<b><u>Effective</u></b>
Baltazar, Nancy	10/24/2012
Barrett, Robert Anthony	10/26/2012
Bina, Brandon Shervin	10/26/2012
Bridges, Dvontae	10/24/2012
Brito, Francisco	11/19/2012
Centeno, Alberto Angel	11/06/2012
Cooper, Sarah Ann	11/19/2012
De Jesus, Yamines Jazmien	11/01/2012
Esquivel, Clarissa	11/06/2012
Galvan, Brandon	11/06/2012
Gonzalez, Christopher	11/01/2012
Hernandez, Alan	10/24/2012
Hernandez, Jose Luis	11/19/2012
Hernandez, Karen	11/19/2012
Holt, Brian	11/16/2012
Jones, Jamal Tavie	10/26/2012
Juarez, Debbie	11/19/2012
Legorreta, Joaquin	11/06/2012
Leon, Christopher Alexis	11/06/2012
Lua, Alan	11/06/2012
Malta, Henry	11/06/2012
Medina, Jose	11/06/2012
Medina, Stephanie	11/19/2012
Muniz, Deseray	11/19/2012
Olivares, Miguel	11/06/2012
Rodriguez, Alma	11/19/2012
Rodriguez, Felipe Jesus	11/19/2012

**Human Resources Division, Classified Personnel**

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Romero, Jacqueline	11/08/2012
Shaw, Andrew Tyler	11/06/2012
Taylor, Tashana	11/01/2012
Velador, Josiah	11/19/2012

**5. Student Worker, \$8.00 hr.:**

Altamirano, Karina Elizabeth  
Alvarado, Jason Reyes  
Arnold, Kayannan Louise  
Bagga, Mitlivek  
Banas-Blanco, Ricardo  
Bedolla, Raul Baltazar  
Beltran, Jose Moreno  
Cervantes, Matthew  
Cleary, Jenell Zhane  
Cruz, Ana De La  
Cruz, Cynthia  
Dios, Erik De  
Duenas, Isaiah  
Escoto, Vanessa  
Espinoza, Sergio  
Estrada, Omar  
Galvez, Marco Ridey Rangel  
Garcia, Clarivel Ramirez  
Geruacio, David Enrique  
Gomez, Jasmine Valadez  
Guerrero, Jesse  
Hernandez, Jonathan  
Hoyt, Amanda Nicole  
Magdaleno, Cristian Daniel  
Mendez Jr., Peter Daniel  
Neeley, David Michael  
Palacio, Angelica Marie  
Pantoja, Brian Eduardo  
Ramirez, Veronica  
Ramirez, Vicky Areli  
Rios, Cindy Lizbeth  
Rios, Michael  
Rodriguez, Frenesis  
Ross, Brian Donald  
Rubio, Caress  
Saldivar, Alma Elizabeth  
Salgado, Jennifer Amado  
Solano, Manuel Augustine  
Thomas, Aaron Andrew  
Toledo, Michael Jonathan  
Torres, Lomina Melise  
Tovar, Heidi Cecilia  
Ventura, Selena Rios  
Waven, Jade Austin Blade  
Ybarra, Bianca Emily

**Human Resources Division, Classified Personnel**

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**6. Pay adjustment for the following military instructors for the JROTC/NJROTC program:**

	<b><u>Salary</u></b>	<b><u>Effective</u></b>
Pese, Maselino	\$5,866.45	10/01/2012

**ANAHEIM UNION HIGH SCHOOL DISTRICT**

501 N. Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520, www.auhsd.us

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**BOARD OF TRUSTEES**  
**Minutes**  
**Thursday, November 1, 2012**

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**UNADOPTED**

1. **CALL TO ORDER–ROLL CALL**

President Anna L. Piercy called the meeting of the Anaheim Union High School District Board of Trustees to order at 3:30 p.m.

Present: Anna L. Piercy, president; Brian O’Neal, clerk; Annemarie Randle-Trejo, assistant clerk; Katherine H. Smith and Jordan Brandman, members; Elizabeth I. Novack, superintendent; Dianne Poore, Russell Lee-Sung, and Paul Sevillano, assistant superintendents; and Jeff Riel, District counsel.

2. **ADOPTION OF AGENDA**

Staff requested the following amendments to the agenda:

Replace Exhibit G, School Sponsored Student Organizations, Peer Assisted Leadership (P.A.L.), South Junior High School.

Replace Exhibit Y, Agreement, California State University, Long Beach.

On the motion of Mr. O’Neal, duly seconded and unanimously carried, the Board of Trustees adopted the agenda as amended.

3. **PUBLIC COMMENTS, CLOSED SESSION ITEMS**

There were no requests to speak.

4. **CLOSED SESSION**

The Board of Trustees entered closed session at 3:33 p.m.

5. **RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND REPORT OUT**

5.1 **Reconvene Meeting**

The Board of Trustees reconvened into open session at 6:01 p.m.

5.2 **Pledge of Allegiance**

Cypress High School Student Ambassador Grace Lee led the Pledge of Allegiance to the Flag of the United States of America and the moment of silence.

5.3 **Closed Session**

Board Clerk Brian O’Neal reported the following actions taken during closed session.

5.3.1 No reportable action taken regarding negotiations.

5.3.2 No reportable action taken regarding personnel.

5.3.3 The Board of Trustees took formal action to approve the expulsion of all students listed on the closed session agenda.

1. 12-02 under Education Code 48900(c), 48900(j), 48915(b)(1)
2. 12-03 under Education Code 48900(a)(2), 48915(a)(1), 48915(b)(2)
3. 12-04 under Education Code 48900(a)(2), 48915(a)(1), 48915(b)(2)
4. 12-05 under Education Code 48900(c), 48915(c)(3), 48915(b)(2)
5. 12-06 under Education Code 48900(c), 48915(a)(3), 48915(b)(2)
6. 12-07 under Education Code 48900(a)(1), 48900(k), 48915(b)(1)
7. 12-09 under Education Code 48900(b), 48915(a)(2), 48915(b)(2)
8. 12-10 under Education Code 48900(c), 48915(c)(3)
9. 12-11 under Education Code 48900(b), 48900(c), 48915(a)(2), 48915(a)(3), 48915(b)(2)
10. 12-18 under Education Code 48900(c), 48915(a)(3), 48915(b)(2)

5.3.4 Pursuant to Government Code Section 54956.9 (a), the Board of Trustees unanimously voted to approve the settlement agreement in OAH Case No. 2012041058, resolving all outstanding issues by reimbursing petitioner \$14,000 in unilaterally obtained educationally related fees and costs.

## 6. INTRODUCTION OF GUESTS

### Introductions

Mrs. Piercy introduced Joanne Fawley, ASTA; Lisa Rockwell, APGA; and Ralph Rodriguez, La Palma City Council Member.

Russell Lee-Sung introduced Susan Ferencz, coordinator, Special Youth Services.

## 7. BOARD OF TRUSTEES' RECOGNITION

### 7.1 Orange County Auto Dealers Association

The Board of Trustees honored Orange County Auto Dealers Association Representative Sean Taylor for providing an outstanding fundraising partnership with the District and the Orange County Auto Show. This year, the Orange County International Auto Show was held October 4, 2012, through October 7, 2012, at the Anaheim Convention Center. The total amount raised by the District was \$19,090, which was the highest amount raised by any district. Sycamore Junior High School alone raised over \$13,000.

### 7.2 eLearning Teacher of the Year

The Board of Trustees recognized Renee Citlau, Cypress High School business teacher and lead virtual teacher for the AUHSD eLearning program, as she has been awarded the Online Teacher of the Year Award for the 2012 eLearning Strategies Symposium. The Online Teacher of the Year Award recognizes an online teacher who has made a noteworthy contribution to eLearning in an online or blended setting. Ms. Citlau will be honored at the 2012 eLearning Strategies Symposium luncheon on December 7, 2012, which will be held at the Hilton Hotel in Costa Mesa. In addition, Ms. Citlau will become the nominee for the International North American Council for Online Learning (iNACOL) National Online Teacher of the Year.

7.3 **Kindness Matters Awards**

Celebrating kindness is a valued quality and a priority of the Board of Trustees. It is acknowledged that even the smallest acts of kindness by a single person have the power to change the lives of our students and community. With this in mind, the Board of Trustees began this recognition in 2011 honoring students, parents, District employees, and community members for their acts of kindness. All individuals recognized were nominated by a student, staff member, or community member and selected by the Kindness Matters Committee.

The Board of Trustees honored the following individuals:

Luis Alba	Student, 8th grade	Sycamore Junior High School
Kathleen Binford	Health Service Technician	Cypress High School
Annie Gotts	Teacher-Special Education	Sycamore Junior High School
Kelly Grove	Teacher-Special Education	Anaheim High School
Tammy Hansberry	President	Vocal Motion, Oxford Academy
Jennifer Hipolito	Librarian/Media Technician	Gilbert High School
Jackie Jones	Food Service Assistant	Hope School
Andrew H. Lee	Student, 12th grade	Cypress High School
Rosa Mulleady	Campus Safety Aide	Loara High School
Lynne Mundi	Community Volunteer	City of Anaheim
Ralph Rodriguez	City Council Member	La Palma City Council
Karen Troutman	Nurse	Hope School

8. **REPORTS**

8.1 **Principal's Report**

Mr. John Briquelet, Loara High School principal, and Dr. Jaron Fried, Ball Junior High School principal, presented a report on the common core standards and implementation at their school sites.

8.2 **Anaheim Secondary Council Parent Teacher Association (ASCPTA) Report**

Maureen Christensen, ASCPTA parliamentarian, reported on activities throughout the District, as well as the financial obligations of ASCPTA.

8.3 **Student Representative's Report**

Grace Lee, ambassador from Cypress High School and alternate for Primala Parmar, student representative to the Board of Trustees, reported on school activities throughout the District.

8.4 **Reports of Associations**

8.4.1 Joanne Fawley, ASTA president, discussed the student voter poll program, which assists adults in the voting process.

8.4.2 Lisa Rockwell, APGA co-president, reported on counseling events throughout the District, including Aeries training for students and parents, anti-bullying and harassment training, as well as college application workshops.

8.5 **District Update**

Public Information Officer Pat Karlak presented highlights of events throughout the District. Additionally, Mrs. Karlak was honored for 10 years of service to the District.

9. **PUBLIC COMMENTS, OPEN SESSION ITEMS**

9.1 Reverend Luis P. Sheldon discussed the district attorney's investigation of Jordan Brandman.

9.2 Amin David, 1585 W. Broadway, Anaheim, discussed the investigation of Jordan Brandman.

9.3 William Fitzgerald voiced his personal opinions regarding Anna Piercy and Jordan Brandman.

9.4 Linda Lobatos, 200 N. Carlton Ave., Anaheim, commented on the safety of the cheer program at Anaheim High School.

9.5 Kelly Martinez, 200 N. Carlton Ave., Anaheim, expressed concerns with the cheer program at Anaheim High School.

10. **ITEMS OF BUSINESS**

**EDUCATIONAL SERVICES DIVISION**

10.1 **Resolution No. 2012/13-E-03, Day of the Special Educator**

Background Information:

Day of the Special Educator is observed throughout the nation to recognize the anniversary of the signing of the nation's first federal special education law by President Gerald R. Ford on December 2, 1975. Special Education Day, the national holiday, began in 2005. That year marked the 30<sup>th</sup> anniversary of the Individuals with Disabilities Education Act (IDEA).

Current Consideration:

The District will acknowledge the Day of the Special Educator, December 3, 2012, and will encourage all staff to celebrate the students, families, and educators who ensure that students with disabilities have equal access to a free and appropriate public education.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Mrs. Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2012/13-E-03, Day of the Special Educator, by the following roll call vote:

Ayes: Trustees Brandman, Smith, Randle-Trejo, O'Neal, and Piercy

10.2 **School Sponsored Student Organization Applications, Magnolia and Western High Schools, Oxford Academy, and South Junior High School**

Background Information:

The Board of Trustees shall give approval for the establishment of all student organizations. The proposed organization shall not engage in any activities, other than those that are organizational in nature, until the Board of Trustees has approved its application.

Current Consideration:

The following schools have submitted school sponsored student organization applications:

10.2.1 New Global Citizens, Magnolia High School

10.2.2 Grupo Folklorico de Western High School, Western High School

10.2.3 Raising Student Voice and Participation (RSVP), Western High School

10.2.4 Friends for Hope, Oxford Academy

10.2.5 Oxford Academy Catholic Youth Ministry, Oxford Academy

10.2.6 Peer Assisted Leadership (PAL), South Junior High School

Budget Implication:

Each school sponsored student organization offsets operational costs through donations and fundraising efforts.

Action:

On the motion of Mr. O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the school sponsored organization applications and allowed the student representative to the Board of Trustees the opportunity to cast a preferential vote on the student organization applications.

10.3 **End of Year, Program Improvement Year 3 LEA Plan Evidence of Progress**

Background Information:

In November 2011, the State Board of Education approved a new requirement for Local Educational Agencies (LEAs) in Program Improvement (PI) Year 3 to demonstrate progress in implementing and monitoring their revised LEA Plans. This requirement, to be completed annually, replaces all previous state reporting requirements for the Elementary and Secondary Education Act (ESEA) Corrective Action, such as quarterly progress reporting.

Conceptually, this new requirement provides an impetus for districts to strengthen their overall implementation and monitoring of their revised LEA Plans, as well as calls for the California Department of Education (CDE) to play an active and supportive role in helping LEAs monitor and implement their LEA Plans. One of the most important characteristics of the evidence of progress requirement is that it gives the LEAs the flexibility to identify and submit local evidence that documents the implementation and monitoring of their revised LEA Plans.

The first half of the annual report, entitled "PI Year 3 Mid-Year Evidence of Progress," was submitted to the CDE in March 2012. The report required the District to identify its top three (3) local priorities for improvement, to describe recent progress in the selected areas, and to describe what kinds of local assessment data were used to determine progress in the priorities selected. The District's top three areas of improvement were identified by the District Assistance Intervention Team (DAIT) as being: improvement of instructional practices across the District; improvement of assessment practices across the District; and improvement of monitoring practices.

Current Consideration:

An end-of-year evidence of progress report, entitled "PI Year 3 LEA Plan Evidence of Progress (2011-12) End-of-Year Submission: October 2012," was submitted to the CDE on October 15, 2012, and is the second part of the annual report. Communication with the local governing board is a requirement of the evidence of progress.



Budget Implication:

The report itself bears no impact on the budget. However, the District used Corrective Action Funds, during the 2011-12 year, to implement and monitor implementation of the revised LEA Plan. An external District Assistance Intervention Team (DAIT) provider, New Directions for Academic Achievement, Inc., assisted the District in this effort.

Action:

Following a report from Dr. Sevillano, the Board of Trustees received the information on the Program Improvement Year 3 LEA Plan.

Mr. Brandman exited the meeting at 7:46 p.m. and returned at 7:50 p.m.

## **HUMAN RESOURCES DIVISION**

### **10.4 2011-12 Williams Uniform Complaints Audit Report**

Background Information:

The District submits a quarterly report summarizing all complaints relative to adequate textbooks and instructional materials, teacher vacancies or misassignments, facilities conditions, and intensive instruction and services for students who have not passed the California High School Exit Examination (CAHSEE) by the end of the 12<sup>th</sup> grade. This is a quarterly report required by Education Code Section 35186, which is submitted to the Orange County Department of Education (OCDE). Each year, the OCDE conducts an audit of the submitted quarterly reports and provides an annual report of their findings.

Current Consideration:

According to Williams Settlement Legislation, the annual report must be publically shared with the Board of Trustees. The report, as provided in Exhibit I, indicates the District was in compliance for the 2011-12 year.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees accepted the 2011-12 Williams Uniform Complaints Audit Report, as submitted.

### **10.5 Agreement, Parker & Covert, LLP**

Background Information:

The Board approved an agreement with Parker & Covert, LLP on August 18, 2011, for legal consultation and assistance, which is not provided by attorneys with the Orange County Department of Education for a two-year term from July 1, 2011, through June 30, 2013, at a cost not to exceed \$100,000. Legal services are provided in legal matters related to human resources, personnel, contracts, negotiations, grievances, and potential litigation.

Current Consideration:

Due to several major and on-going legal issues that occurred in 2011-12 and currently pending in 2012-13, the Board is requested to increase the amount of the agreement by an additional \$60,000, for a total agreement not to exceed \$160,000 for the two-year term.

Budget Implication:

The increased cost of this agreement is not to exceed \$60,000. (General Funds)

Action:

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement between Parker and Covert, LLP and the District to reflect an increase of \$60,000, for a total amount not to exceed \$160,000.

10.6 **Agreement, Stutz Artiano Shinoff and Holtz, APC**

Background Information:

The Board approved an attorney-client retainer agreement with Stutz Artiano Shinoff and Holtz, APC, on July 12, 2012, for legal consultation and assistance, which is not provided by attorneys with the Orange County Department of Education July 1, 2012, through June 30, 2013, at a cost not to exceed \$150,000. The services are typically related to personnel management and personnel related litigation.

Current Consideration:

Due to several major on-going legal issues currently pending in 2012-13, the Board is requested to increase the amount of the agreement by an additional \$50,000, for a total amount not to exceed \$200,000.

Budget Implication:

The increased cost of this agreement is not to exceed \$50,000. (General Funds)

Action:

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees ratified the agreement between Stutz Artiano Shinoff and Holtz, APC and the District to reflect an increase of \$50,000, for a total amount not to exceed \$200,000.

10.7 **Board of Trustees' Announcement of Appointment/Reappointment Candidate of Personnel Commission Member**

Background Information:

The Personnel Commission of the Anaheim Union High School District is composed of three (3) members that apply the rules and principles of the merit system pursuant to Education Code requirements. Each commissioner is appointed for a three-year term that expires on December 1 of the third year. The Commissioners' terms are staggered. According to the Education Code and Personnel Commission rules, the Board of Trustees appoints one (1) of the three (3) commission members.

Current Consideration:

The term of the current Board of Trustees' appointed Personnel Commission Member Mr. Espiridion (Speed) Castillo expires on December 1, 2012. Therefore, the Board of Trustees must begin procedures of an appointment or re-appointment for the new three (3) year term. The Board must publically announce the name of the person it intends to appoint or reappoint. To provide members of the public the opportunity to express their views on the intended appointment/re-appointment, the Board must hold a public hearing at least 30 days, but no later than 45 days, after the announcement of the intended appointment. After the public hearing, the Board of Trustees will then take action on the appointment/re-appointment. The public hearing and action to appoint will occur at the Board meeting on December 6, 2012.

The Personnel Commission requests the Board of Trustees determine the person it intends to appoint or reappoint and publicly announce its candidate as the Board of Trustees' Personnel Commission appointee for the term commencing December 1, 2012, and ending on December 1, 2015.

The Personnel Commission Executive Director Dr. Victoria Wintering has informed the District that Mr. Castillo will accept reappointment for another three (3) year term.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Mr. O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees publicly announced its nominee, Mr. Espiridion (Speed) Castillo as the Board of Trustees' Personnel Commission appointee for the term commencing December 1, 2012, and ending on December 1, 2015. On December 6, 2012, the Board of Trustees will hold a public hearing concerning this nomination.

10.8 **Agreement, University of La Verne**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable professional experiences. This agreement provides the opportunity for University of La Verne counselor interns to serve in this capacity. Interns do not replace counseling services provided by District counselors.

Current Consideration:

This is a new agreement with the University of La Verne. Counselor interns will meet with an on-site supervisor for the purpose of completing the university's field instruction and participation requirements. Additionally, professional attire and conduct will be reviewed. Services are being provided October 1, 2012, and will continue unless terminated by either party. This agreement will be signed following approval by the AUHSD Board of Trustees.

Budget Implication:

Services provided are at no cost to the District.

Action:

On the motion of Mr. O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees ratified the agreement between the University of La Verne and the District.

**SUPERINTENDENT'S OFFICE**

10.9 **Scheduling of Annual Organizational Meeting**

Background Information:

Education Code Section 35143 and Board Policy 2400 requires that the Board of Trustees hold an annual organizational meeting within 15 days of when newly re-elected or elected Board members take office. Pursuant to Education Code Section 5017, the term of office for re-elected or newly elected Board members commences on the first Friday in December. This year, December 7, 2012, is the Friday in December. Currently, the Board of Trustees' December 6, 2012, meeting is the only meeting scheduled in December. After the Board selects the annual organizational meeting, the Board shall notify the Orange County superintendent of schools of the day and time selected.

Current Consideration:

The Board is requested to schedule the annual organizational meeting that must convene between December 7, 2012, and December 22, 2012.

Budget Implication:  
None at this time.

Action:  
On the motion of Mr. O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the annual organizational meeting scheduled for Thursday, December 13, 2012.

## 11. **CONSENT CALENDAR**

***The Board will list consent calendar items that they wish to pull for discussion.***

On the motion of Mr. Brandman, duly seconded and unanimously carried, following discussion, the Board of Trustees approved/ratified the following Consent Calendar, with the exception of item 11.11, pulled by Mrs. Piercy for discussion.

### **BUSINESS SERVICES DIVISION**

#### 11.1 **Rejection of Liability Claim**

Action:  
The Board of Trustees rejected a liability claim that was filed on October 16, 2012, and it was identified as AUHSD 12-14 (Tort Claim #317). After review, staff determined that the claim was not a proper charge against the District and authorized staff to send the notice of rejection. This claim alleges personal injury.

#### 11.2 **Declaring Certain Furniture and Equipment as Unusable, Obsolete, and/or Out-of-Date, and Ready for Sale, or Destruction**

Action:  
The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale, or destruction, and authorize proper disposal in accordance with Education Code Section 60510 et.al.

#### 11.3 **Declaring Certain Textbooks and Instructional Materials as Unusable, Obsolete, and/or Out-of-Date, Damaged, and Ready for Sale, or Destruction**

Action:  
The Board of Trustees approved the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale, or destruction, as surplus, and authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et.al.

#### 11.4 **Donations**

Action:  
The Board of Trustees accepted the donations as listed on the exhibit.

#### 11.5 **Check Register/Warrants Report**

Action:  
The Board of Trustees ratified the check register/warrants report, October 2, 2012, through October 22, 2012.

11.6 **Purchasing Report**

Action:

The Board of Trustees ratified the purchase order detail report, October 2, 2012, through October 22, 2012.

**EDUCATIONAL SERVICES DIVISION**

11.7 **Ratification, Service Agreement, Orange County Superintendent of Schools, Anaheim High School**

Background Information:

The Orange County Superintendent of Schools has received grant funds from the United States Department of Education for the provisions of services to students through the delivery of the Understanding American Citizenship grant.

Current Consideration:

Anaheim High School teacher Alex Lamb will participate in extra duty hours to implement the Understanding American Citizenship grant. The Orange County Superintendent of Schools agrees to pay the substitute fees and extra duty hours for Mr. Lamb to participate in off-site grant activities.

Budget Implication:

The Orange County Superintendent of Schools agrees to pay the District a total sum not to exceed \$2,425. (Grant Funds)

Action:

The Board of Trustees ratified the agreement. Services are being provided August 13, 2012, through June 30, 2013.

11.8 **Ratification, Service Agreement, Orange County Superintendent of Schools, Gilbert High School**

Background Information:

The Orange County Superintendent of Schools has received grant funds from the United States Department of Education for the provision of services to students through the delivery of the Understanding American Citizenship grant.

Current Consideration:

Gilbert High School teachers, David Done and Joel Schwartz, will participate in extra duty hours to implement the Understanding American Citizenship grant. The Orange County Superintendent of Schools agrees to pay the substitute fees and extra duty hours for Mr. Done and Mr. Schwartz to participate in off-site grant activities.

Budget Implication:

The Orange County Superintendent of Schools agrees to pay the District a total sum not to exceed \$4,600. (Grant Funds)

Action:

The Board of Trustees ratified the agreement. Services are being provided August 14, 2012, through June 30, 2013.

11.9 **Visit Fees, Accrediting Commission for Schools, Western Association of Schools and Colleges**

Background Information:

The accreditation process is managed by the Western Association of Schools and Colleges (WASC), which is responsible for authorizing a school's certification. Accreditation is vital to a school's certification, as it is required for its courses and diplomas to be recognized by colleges and universities. Students of schools that do not receive accreditation will not have their coursework accepted by institutions of higher education.

Current Consideration:

According to the conditions of the prior three (3) year accreditation term, Kennedy High School will host a full self-study visit to document the progress of its accreditation term. Cypress High School will host a midterm re-visit to document the progress of its six (6) year accreditation term status.

Budget Implication:

The fee for the three (3) year term full self-study visit for Kennedy High School is \$1,425, which includes three (3) members, at \$475 per member. The fee for the one (1) day midterm re-visit for Cypress High School is \$750. The difference in WASC fees is a result of Kennedy High School participation in a full WASC self-study visit, while Cypress High School will participate in a mid-term visit. (General Funds)

Action:

The Board of Trustees approved the visit fees for Western Association of Schools and Colleges (WASC).

11.10 **Ratification, Services Agreement, Focused Fitness**

Background Information:

Focused Fitness has provided ongoing consultation and services for the Carol M. White Physical Education Program (PEP) grant for the past two (2) years. This is the third, and final, year of the grant. Focused Fitness services include curriculum development, quantitative and qualitative evaluation, staff development, after-school program training, and advanced training workshops for all physical education teachers.

Current Consideration:

Focused Fitness will continue to provide services and customized, comprehensive tools to establish a quality, standards-based physical education program in our District, and meet the goals and objectives of our PEP grant project. The Focused Fitness services agreement was received on October 1, 2012.

Budget Implication:

Services as indicated above are being provided at a cost not to exceed \$94,600. (PEP Grant Funds)

Action:

The Board of Trustees ratified the services agreement between Focused Fitness and the District. Professional development teacher in-services are being provided October 1, 2012, through September 30, 2013.

11.11 **Ratification, Memorandum of Understanding, Ocean Institute**

Background Information:

The Ocean Institute has provided instructional support and field experiences for the District's earth science teachers and students for the past three (3) years. Collaboratively,

the District's science teachers from Magnolia, Western, and Savanna high schools and Dale junior high school, as well as staff from California State University, Fullerton and the Ocean Institute have developed project-based curriculum. The curriculum is co-taught with the Ocean Institute staff, culminating with a real-world field experience for students and teachers at the Ocean Institute. This year, the goal of the collaboration is to provide enriching field experiences, increasing students' knowledge of the ocean, marine life, coastal environments, climate change and its local and global impact, as well as empower students to make informed decisions, leading them towards global awareness, stewardship, and advocacy for all students in the District.

Current Consideration:

The Frank M. and Gertrude R. Doyle Foundation pledged an additional \$145,000 to support the District and Ocean Institute collaboration. By providing funding for the cost of substitutes, transportation, and project resources, this funding ensures all District earth science teachers and students may participate in the Ocean Institute experience. Earth science students will also have the opportunity to participate in the Student Project Symposium, hosted at the Ocean Institute in March. This memorandum of understanding has been in effect October 15, 2012, through March 31, 2013.

Budget Implication:

Services being provided are at no cost to the District. (Doyle Foundation and Ocean Institute Funds)

Action:

On the motion of Mr. O'Neal, duly seconded and unanimously carried, following a lengthy discussion, the Board of Trustees ratified the memorandum of understanding between the Ocean Institute and the District. Field trip and science curriculum collaboration services are being provided, October 15, 2012, through March 31, 2013.

11.12 **Instructional Materials Submitted for Adoption**

Action:

The Board of Trustee adopted the selected materials. The Instructional Materials Review Committee has recommended the selected books for basic and supplemental courses in art, business, electives, foreign language, history/social science, reading, language arts, ELD, and science. The books have been made available for public view.

11.13 **Instructional Materials Submitted for Display**

Action:

The Board of Trustees approved the selected materials for display. The Instructional Materials Review Committee has recommended the selected materials for basic and supplemental courses in Career Technical Education (CTE) Pathways, performing arts, reading, language arts, ELD, and electives. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees will be requested to consider adoption of the materials following the end of the period of public display, November 2, 2012, though December 6, 2012.

11.14 **Individual Service Contracts**

Action:

The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

11.15 **Field Trip Report**

Action:

The Board of Trustees approved/ratified the field trip report as submitted.

**HUMAN RESOURCES DIVISION**

11.16 **Agreement, California State University, Long Beach**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable professional experiences. This agreement provides the opportunity for California State University, Long Beach social work interns to provide supervised support services to District students and staff.

Current Consideration:

This agreement is a renewal of the current agreement already in place, which expires on December 31, 2012. University interns will have the opportunity to develop skills in assessment, intervention, and prevention to improve students' academic performance by addressing the areas of mental health and emotional health through evidenced based treatment models and practices. Additionally, professional attire, development, and conduct will be reviewed. The agreement will be effective January 1, 2013, through December 31, 2017. University interns will report to the District intern service specialist or school site administrator to meet the university's field instruction and participation requirements. All interns are supervised by the intern services specialist. This agreement will be signed following approval by the Board of Trustees.

Budget Implication:

Services provided are at no cost to the District.

Action:

The Board of Trustees approved the agreement between California State University, Long Beach and the District.

11.17 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the certificated personnel report as submitted.

11.18 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the classified personnel report as submitted.

**SUPERINTENDENT'S OFFICE**

11.19 **Employment Agreements with Assistant Superintendents and District Counsel**

Background Information:

Employment agreements are required for upper level management who are unrepresented employees including the assistant superintendents and District counsel. The Board of Trustees last approved the employment contracts for the assistant superintendent, Business Services; assistant superintendent, Human Resources; and District counsel on September 2, 2010 for the term beginning July 1, 2010, and ending June 30, 2013. The Board approved



the employment contract for the assistant superintendent, Educational Services, on January 20, 2011, for the term beginning February 1, 2011, and ending June 30, 2013.

Current Consideration:

The Board is requested to extend the employment agreements through June 30, 2016, under the same terms of the current employment agreements. These agreements include a provision for reductions at an equivalent level as negotiated with the District's collective bargaining groups and the management team. In addition, the aforementioned agreements also reflect recent changes to Government Code Section 53243.2 as outlined in Exhibit BB.

<u>Name</u>	<u>Title</u>	<u>Term</u>
Dianne Poore	Assistant Superintendent, Business Services	7/1/13-6/30/16
Russell Lee-Sung	Assistant Superintendent, Human Resources	7/1/13-6/30/16
Paul Sevillano, Ed.D.	Assistant Superintendent, Educational Services	7/1/13-6/30/16
Jeff Riel	District Counsel	7/1/13-6/30/16

Budget Implication:

There is no additional impact to the budget; costs are within the current budget and future budget projections.

Action:

The Board of Trustees approved the extension of the employment agreements and authorized the Board of Trustees' president and clerk to sign said agreements.

11.20 **Board of Trustees' Meeting Minutes**

11.20.1 August 16, 2012, Regular Meeting

11.20.2 September 6, 2012, Regular Meeting

11.20.3 September 20, 2012, Regular Meeting

11.20.4 October 11, 2012, Regular Meeting

Action:

The Board of Trustees approved the minutes as submitted.

12. **SUPPLEMENTAL**

12.1 Cafeteria Fund, August 2012

12.2 Enrollment Report, Month 2

13. **SUPERINTENDENT AND STAFF REPORT**

Dr. Novack thanked Mrs. Dominguez for filling in for Mrs. Solorzano this evening and thanked Grace Lee for filling in for Student Board Representative Primala Parmar. Dr. Novack commented on the success of the Key Community Stakeholder luncheon and closed her comments by stating that we are all making a difference in the lives of our students.

Dr. Sevillano acknowledged the partnerships the Board has established with the community to support the District. He also commended Cheryl Quadrelli-Jones for her work on the College and Career Fair.

Mr. Lee-Sung noted his attendance at the Teacher of the Year dinner.

Mrs. Poore stated that November is open enrollment month. She also announced the upcoming Health Fair on November 14, in the Multiuse Room, from 3:00-5:00 p.m.

Mr. Riel announced Christina Bevins has been hired as his legal assistant.

14. **BOARD OF TRUSTEES' REPORT**

Mr. Brandman reported his attendance at the ROP meeting, AUHSD Foundation Gala, Teacher of the Year dinner, Magnolia WASC visitation, Key Community Stakeholder luncheon, College and Career Fair, Anaheim Sister City reception at Angel stadium, and Loara High School's 50<sup>th</sup> Anniversary ribbon cutting event.

Mrs. Smith said she attended the Los Amigos meeting. She discussed the cheer program at Anaheim High School and asked why this issue has not been resolved.

Mrs. Randle-Trejo remarked on her attendance at the District Idol event, Young Women and Career "Take Time for Tea," ASTA meeting, Teacher of the Year dinner, joint OCSBA/ACSA dinner meeting, Fall Festival, College and Career Fair, and Loara High School's 50<sup>th</sup> Anniversary ribbon cutting event. Additionally, she mentioned a visit with Chris Norby.

Mr. O'Neal noted his attendance at the District Idol event and a meeting with the Anaheim Sister City delegation from Mito, Japan.

Mrs. Piercy discussed the meeting with the Anaheim Sister City delegation from Mito, Japan. She also stated she attended the GASELPA meeting, Young Women and Careers "Take Time for Tea," AUHSD Foundation Gala, Teacher of the Year dinner, joint OCSBA/CSBA dinner meeting, and Loara High School's 50<sup>th</sup> Anniversary ribbon cutting event.

15. **ADVANCE PLANNING**

15.1 **Future Meeting Date**

The next regular meeting of the Board of Trustees will be held on Thursday, December 6, 2012, at 6:00 p.m.

15.2 **Suggested Agenda Items**

Mr. Brandman requested a report on the California Voter's Rights Act.

16. **ADJOURNMENT**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 8:44 p.m.

Approved \_\_\_\_\_  
Clerk, Board of Trustees

**ANAHEIM UNION HIGH SCHOOL DISTRICT**

501 Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520, www.auhsd.us

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**BOARD OF TRUSTEES  
Special Meeting Minutes-Study Session  
Friday, November 16, 2012**

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**UNADOPTED**

1. **CALL TO ORDER–ROLL CALL**

President Anna L. Piercy called the special meeting of the Anaheim Union High School District Board of Trustees to order at 8:01 a.m.

Present: Anna L. Piercy, president; Brian O’Neal, clerk; Katherine H. Smith and Jordan Brandman, members; Elizabeth I. Novack, superintendent; Dianne Poore, Russell Lee-Sung, and Paul Sevillano, assistant superintendents; and Jeff Riel, District counsel.

Annemarie Randle-Trejo, assistant clerk, entered closed session at 8:04 a.m.

2. **ADOPTION OF AGENDA**

On the motion of Mr. O’Neal, duly seconded and unanimously carried, the Board of Trustees adopted the agenda.

3. **PUBLIC COMMENTS, CLOSED SESSION ITEMS**

There were no requests to speak.

4. **CLOSED SESSION**

The Board of Trustees entered closed session at 8:03 a.m.

5. **RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND REPORT OUT**

The Board of Trustees called a recess at 9:00 a.m.

5.1 **Reconvene Meeting**

The Board of Trustees reconvened into open session at 9:05 a.m.

5.2 **Pledge of Allegiance**

Board President Anna L. Piercy led the Pledge of Allegiance to the Flag of the United States of America.

5.3 **Closed Session**

Board Clerk Brian O’Neal reported the following action taken during closed session.

No reportable action taken regarding negotiations.

6. **PUBLIC COMMENTS, OPEN SESSION ITEMS**

There were no requests to speak.

7. **ITEMS OF BUSINESS**

**Facilities Update**

The Board of Trustees participated in a facilities tour and study session of several District campuses and discussed current and future projects. Members of the public were invited to board the bus, or meet at the locations.

8. **ADJOURNMENT**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 12:40 p.m.

Approved \_\_\_\_\_  
Clerk, Board of Trustees

**ANAHEIM UNION HIGH SCHOOL DISTRICT**  
Business Division  
**2012/13 MONTHLY ENROLLMENT REPORT**

MONTH 3  
10/22/12 to 11/16/12

SCHOOL	REGULAR DAY						Subtotal	Hosp/Hm	Opp.	Sp Ed	TOTAL STUDENTS
	9th	10th	11th	12th							
Anaheim	832	798	782	683	3,095	93	-	-	93	3,188	
Cypress	674	684	635	581	2,574	79	-	-	79	2,654	
Katella	659	718	656	531	2,564	106	-	-	106	2,671	
Kennedy	538	638	512	553	2,241	66	-	-	66	2,307	
Loara	609	659	616	596	2,480	134	-	-	134	2,617	
Magnolia	427	422	492	365	1,706	105	-	-	105	1,813	
Oxford	208	192	176	153	729	-	-	-	-	729	
Savanna	567	547	510	424	2,048	73	-	-	73	2,121	
Western	542	516	546	484	2,088	90	-	-	90	2,178	
<b>Total Comprehensive</b>	<b>5,056</b>	<b>5,174</b>	<b>4,925</b>	<b>4,370</b>	<b>19,525</b>	<b>746</b>	<b>7</b>	<b>-</b>	<b>746</b>	<b>20,278</b>	
Anaheim Learning Center	-	1	12	103	116	-	-	-	-	116	
Gilbert	-	18	195	463	676	6	-	-	78	760	
Polaris High School	6	20	42	99	167	-	-	-	-	167	
Community Day School	32	16	13	5	66	-	-	-	-	66	
Special Education Transition Program	-	-	-	-	-	-	-	-	84	84	
<b>Total Alternative Ed</b>	<b>38</b>	<b>55</b>	<b>262</b>	<b>670</b>	<b>1,025</b>	<b>6</b>	<b>6</b>	<b>-</b>	<b>162</b>	<b>1,193</b>	
Hope	-	-	-	-	-	-	-	-	226	226	
<b>Total Senior High Schools</b>	<b>5,094</b>	<b>5,229</b>	<b>5,187</b>	<b>5,040</b>	<b>20,550</b>	<b>13</b>	<b>-</b>	<b>-</b>	<b>1,134</b>	<b>21,687</b>	

SCHOOL	REGULAR DAY						Subtotal	Hosp/Hm	Opp.	Sp Ed	TOTAL STUDENTS
	7th	8th	9th	10th	11th	12th					
Ball	522	554	1,076	1	56	-	56	-	-	1,133	
Brookhurst	610	532	1,142	-	36	-	36	-	-	1,178	
Dale	599	585	1,184	-	52	-	52	-	-	1,236	
Lexington	609	623	1,232	-	21	-	21	-	-	1,253	
Orangeview	457	483	940	1	28	-	28	-	-	969	
Oxford	209	210	419	-	-	-	-	-	-	419	
South	796	744	1,540	1	49	-	49	-	-	1,590	
Sycamore	756	690	1,446	-	45	-	45	-	-	1,491	
Walker	548	550	1,098	-	39	-	39	-	-	1,137	
<b>Total Comprehensive</b>	<b>5,106</b>	<b>4,971</b>	<b>10,077</b>	<b>3</b>	<b>326</b>	<b>-</b>	<b>326</b>	<b>-</b>	<b>-</b>	<b>10,406</b>	
Polaris High School	-	4	4	-	-	-	-	-	-	4	
Community Day School	2	8	10	-	-	-	-	-	-	10	
<b>Total Junior High Schools</b>	<b>5,108</b>	<b>4,983</b>	<b>10,091</b>	<b>3</b>	<b>326</b>	<b>-</b>	<b>326</b>	<b>-</b>	<b>-</b>	<b>10,420</b>	

DISTRICT TOTAL **32,117**