

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as “DISTRICT” and Community College Foundation 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:
Community College Foundation, 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. Community College Foundation 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 Community College Foundation.

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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.
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 and Forty Dollars (\$5,640). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$5,640 with a maximum per student of \$939.90 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 29, 2013.

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:

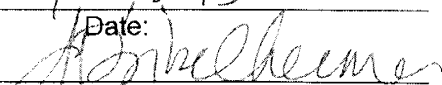
Community College Foundation
1901 Royal Oaks Drive, Suite 100
Sacramento, CA 95815
916-418-5105

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 12th DAY OF DECEMBER 2013.

Community College Foundation

Anaheim Union High School District

11/13/2013
Date:

Authorized Signature:

Date:
Authorized Signature:

Andrea Bibelheimer/Director of Tutoring
1901 Royal Oaks Drive, Suite 100
Sacramento, CA 95815
abibelheimer@communitycollege.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

68-0016439

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

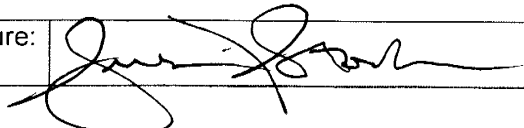
Signature:  Date: 11-13-13

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 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 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 13, 2014, 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 13, 2014, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2013-14 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 14, 2014, Consultant shall provide written communication to the District no later than March 14, 2014, 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 Datamatics Inc. dba Achieve HighPoints 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:
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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.
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 Nine Hundred and Fifty-Seven Dollars (\$31,957). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$31,957 with a maximum per student of \$939.90 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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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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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.
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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.

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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:	CONTRACTOR:
Paul Sevillano, Ed.D.	Datamatics Inc. dba Achieve HighPoints
Anaheim Union High School District	4357 River Green Pkwy, Suite 200
501 N. Crescent Way	Duluth, GA 30096
Anaheim, CA 92801	(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 12th DAY OF DECEMBER 2013.

Datamatics Inc. dba Achieve HighPoints

Anaheim Union High School District

11/14/13
Date:

Date:

Authorized Signature:

Authorized Signature:

Tricia Gaffney/Program Director
4357 River Green Pkwy, Suite 200
Duluth, GA 30096
triciag@achiveses.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

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

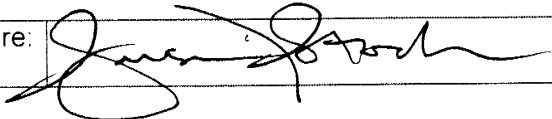
Signature:  Date: 11-13-13

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 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 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 13, 2014, 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 13, 2014, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2013-14 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 14, 2014, Consultant shall provide written communication to the District no later than March 14, 2014, 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 Doctrina 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:
Doctrina 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. Doctrina 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 Doctrina 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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.
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 and Forty Dollars (\$5,640). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$5,640 with a maximum per student of \$939.90 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 29, 2013.

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:

Doctrina Tutoring
 1501 Front Street #102
 San Diego, CA 92101
 888-367-2249

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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 - b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF DECEMBER 2013.

Doctrina Tutoring

Anaheim Union High School District

11/13/13

Date:

Date:

Authorized Signature:

Authorized Signature:

Richard Farace/President
1501 Front Street #102
San Diego, CA 92101
info@doctrinatutoring.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:

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Federal Identification Number

20-4343274

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.

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Signature of Principal or District Administrator

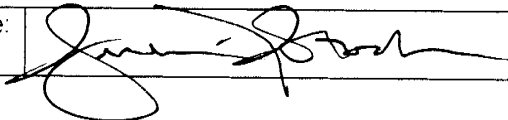
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EXHIBIT A

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Exhibit B

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(IRS Revenue Rule 87-41)**

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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;

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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:
Educational Advantage, LLC. DBA: Xamaze In Home 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. Educational Advantage, LLC. DBA: Xamaze In Home 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 Educational Advantage, LLC. DBA: Xamaze In Home 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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.
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 Two Thousand Eight Hundred and Twenty Dollars (\$2,820). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$2,820 with a maximum per student of \$939.90 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 29, 2013.

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:

Educational Advantage, LLC. DBA:
Xamaze In Home Tutoring
448 E. foothill blvd. Suite 204
San Dimas, CA 91773
(909) 394-0823

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.

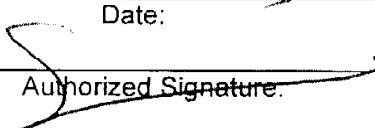
a. Exhibit A.

b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF DECEMBER 2013.

Educational Advantage, LLC. DBA: Xamaze
In Home Tutoring

Anaheim Union High School District

11-13-13
Date:

Authorized Signature:

Date:

Authorized Signature:

Steve Samaniego/President
448 E. foothill blvd. Suite 204
San Dimas, CA 91773
steve@xamaze.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

87-0759344

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

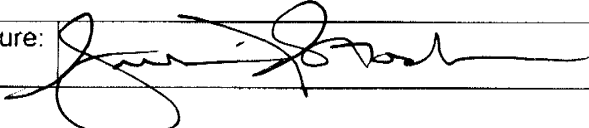
Signature:  Date: 11-13-13

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 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 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 13, 2014, 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 13, 2014, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2013-14 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 14, 2014, Consultant shall provide written communication to the District no later than March 14, 2014, 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 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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.
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 Four Thousand Seven Hundred Dollars (\$4,700). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$4,700 with a maximum per student of \$939.90 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 29, 2013.

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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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.

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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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
(760) 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.

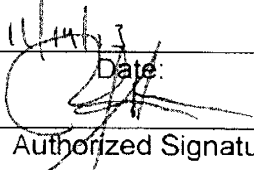
a. Exhibit A.

b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF DECEMBER 2013.

Friendly Community Outreach Center (FCOC)

Anaheim Union High School District


Date: _____
Authorized Signature:

Date: _____
Authorized Signature:

Yesenia Roblero/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

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

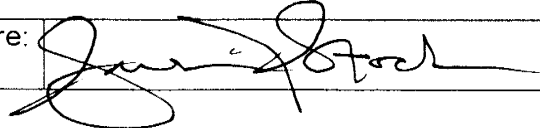
Signature:  Date: 11-13-13

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 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).
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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).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 13, 2014, 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).
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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 13, 2014, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2013-14 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 14, 2014, Consultant shall provide written communication to the District no later than March 14, 2014, 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 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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.
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-Seven Thousand Two Hundred Fifty-Eight Dollars (\$27,258). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$27,258 with a maximum per student of \$939.90 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 29, 2013.

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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CONTRACTOR:

Future Stars Tutoring Services Center
20913 Callaway Avenue
Lakewood, CA 90715
(888) 666-2084

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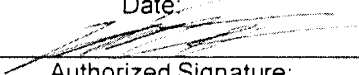
a. Exhibit A.

b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF DECEMBER 2013.

Future Stars Tutoring Services Center

Anaheim Union High School District

11/13/13
Date:

Authorized Signature:

Date:

Authorized Signature:

Fu Min Qian/CEO
20913 Callaway Avenue
Lakewood, CA 90715
tomigian1963@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	
Corporation	X
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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.

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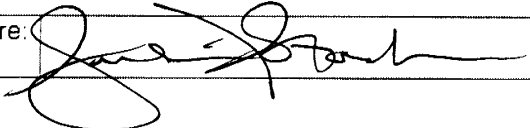
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EXHIBIT A

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Exhibit B

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(IRS Revenue Rule 87-41)**

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 - Business license
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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 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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.
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 Eleven Thousand Two Hundred and Seventy-Nine Dollars (\$11,279). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$11,279 with a maximum per student of \$939.90 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 29, 2013.

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:	CONTRACTOR:
Paul Sevillano, Ed.D.	Healthy Families
Anaheim Union High School District	3053 Freeport Blvd. #101
501 N. Crescent Way	Sacramento, CA 95818
Anaheim, CA 92801	(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 12th DAY OF DECEMBER 2013.

Healthy Families/

11/13/14

Date:

Authorized Signature:

Charles J. Brown/Executive Director
3053 Freeport Blvd. #101
Sacramento, CA 95818
cbrown@healthyfamiliescal.com

Anaheim Union High School District

Date:

Authorized Signature:

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

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

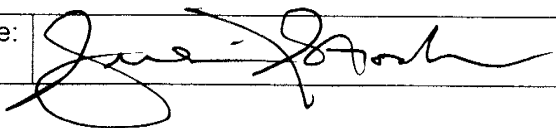
Signature:		Date:	11-13-13
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EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent 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 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 13, 2014, 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 13, 2014, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2013-14 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 14, 2014, Consultant shall provide written communication to the District no later than March 14, 2014, 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 HT Learning Center (Kris Nhan Truong, 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:
HT Learning Center (Kris Nhan Truong, 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. HT Learning Center (Kris Nhan Truong, 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 HT Learning Center (Kris Nhan Truong, 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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.
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 Three Hundred and Thirty-Nine Dollars (\$10,339). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$10,339 with a maximum per student of \$939.90 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 29, 2013.

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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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:

HT Learning Center (Kris Nhan Truong, Inc.)
9431 Heil Avenue
Fountain Valley, CA 92708
(714) 841-1444

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.

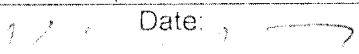
b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF DECEMBER 2013.

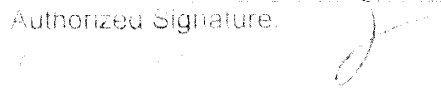
HT Learning Center (Kris Nhan Truong, Inc.)

Anaheim Union High School District

12/12/13

Date: 

Date: _____

Authorized Signature: 

Authorized Signature: _____

Kris Truong/Director
9431 Heil Avenue
Fountain Valley, CA 92708
htoc1990@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	X
Partnership	
Other	

Federal Identification Number 26-2747070

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

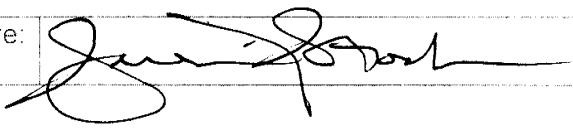
Signature:  Date: 12-13-13

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 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).
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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 13, 2014, 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).
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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 13, 2014, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2013-14 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 14, 2014, Consultant shall provide written communication to the District no later than March 14, 2014, 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.
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 - 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 ICES Education, LLC 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:
ICES Education, 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. ICES Education, 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.

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 ICES Education, 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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.
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 Three Thousand Seven Hundred and Sixty Dollars (\$3,760). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$3,760 with a maximum per student of \$939.90 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 29, 2013.

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.
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Anaheim, CA 92801

CONTRACTOR:

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201 Covina Avenue, Suite 2
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(562) 434-5313

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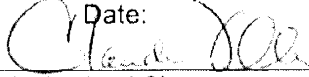
THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF DECEMBER 2013.

ICES Education, LLC

Anaheim Union High School District

November 13, 2013

Date:



Authorized Signature:

Date:

Authorized Signature:

Claudia Villalba/President
201 Covina Avenue, Suite 2
Long Beach, CA 90803
ses@iceseducation.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	X
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Federal Identification Number

27-2851817

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.

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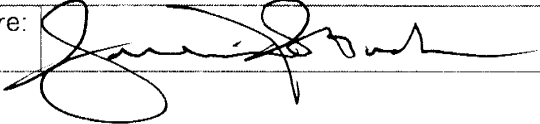
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EXHIBIT A

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- 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 iPad Tutoring LLC 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:
iPad 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. iPad 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.

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 iPad 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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.
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 Seventy-Seven Thousand and Seventy-Two Dollars (\$77,072). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$77,072 with a maximum per student of \$939.90 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 29, 2013.

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:

iPad Tutoring LLC
8721 Santa Monica Blvd., #1445
Los Angeles, CA 90069-4507
(800) 634-3803

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.

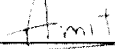
THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF DECEMBER 2013.

iPad Tutoring LLC

Anaheim Union High School District

November 13, 2013

Date:



Authorized Signature:

Date:

Authorized Signature:

Amit Agarwal/Manager
8721 Santa Monica Blvd., #1445
Los Angeles, CA 90069-4507
learnwithlaptops@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	X
Partnership	
Other	

Federal Identification Number

27-1867459

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

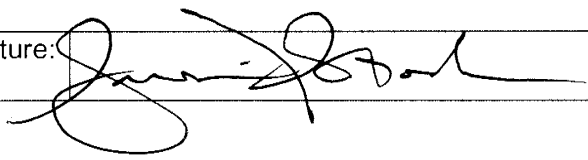
Signature: 	Date: 11-13-13
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EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent 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 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 13, 2014, 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 13, 2014, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2013-14 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 14, 2014, Consultant shall provide written communication to the District no later than March 14, 2014, 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 Jones Reading & Math Clinics, 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:
Jones Reading & Math Clinics, 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. Jones Reading & Math Clinics, 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 Jones Reading & Math Clinics, 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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.
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 One Thousand Eight Hundred and Eighty Dollars (\$1,880). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$1,880 with a maximum per student of \$939.90 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.

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 - (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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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:

Jones Reading & Math Clinics, Inc.
599 S. Barranca Avenue #555
Covina, CA 91723
(909) 730-3278

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 12th DAY OF DECEMBER 2013.

Jones Reading & Math Clinics, Inc.

Anaheim Union High School District

11/9/13
Date:

Authorized Signature:

Date:
Authorized Signature:

Greg Anderson/General Manager
599 S. Barranca Avenue #555
Covina, CA 91723
greg@jrmcgm.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

95-2464191

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

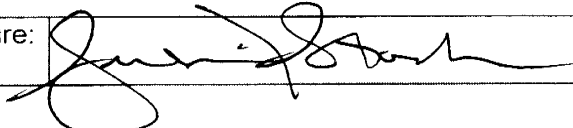
Signature:  Date: 11-13-13

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 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 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 13, 2014, 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 13, 2014, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2013-14 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 14, 2014, Consultant shall provide written communication to the District no later than March 14, 2014, 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 Projects 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 Projects, 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 Projects 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 Projects.

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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.
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 Two Thousand Eight Hundred and Twenty Dollars (\$2,820). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$2,820 with a maximum per student of \$939.90 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 29, 2013.

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 Projects
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.

Keep Hope Alive Projects

Anaheim Union High School District

11/13/12

 Date:

 Authorized Signature:

 Date:

 Authorized Signature:

Roseline Amuchie/CEO
 18808 Stefani Avenue
 Cerritos, CA 90703
 keepphopealiveinc@aol.com

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

Individual Proprietor	
Corporation	X
Partnership	
Other	

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

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 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 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 13, 2014, 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).
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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).
 - (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 13, 2014, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2013-14 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 14, 2014, Consultant shall provide written communication to the District no later than March 14, 2014, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
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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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 - 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.
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- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
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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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- 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
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- 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 Center-Fullerton 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 Center-Fullerton, 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 Center-Fullerton 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 Center-Fullerton.

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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.
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 Four Hundred Dollars (\$9,400). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$9,400 with a maximum per student of \$939.90 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 29, 2013.

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:

Learning Partners Inc. dba
Sylvan Learning Center-Fullerton
1539 S. Harbor Blvd.
Fullerton, CA 92832
(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 12th DAY OF DECEMBER 2013.

Learning Partners Inc. dba Sylvan Learning
Center-Fullerton

Anaheim Union High School District

NOVEMBER 14, 2013
Date: _____ Date: _____
Armany Kojakehayan _____
Authorized Signature: _____ Authorized Signature: _____

Armany Kojakehayan
1539 S. Harbor Blvd.
Fullerton, CA 92832
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	X
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

Signature: _____ Date: 11-13-13

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 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 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 13, 2014, 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 13, 2014, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2013-14 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 14, 2014, Consultant shall provide written communication to the District no later than March 14, 2014, 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 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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.
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 Four Hundred Dollars (\$9,400). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$9,400 with a maximum per student of \$939.90 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 29, 2013.

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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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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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.

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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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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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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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:

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.

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 12th DAY OF DECEMBER 2013.

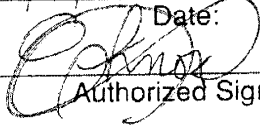
Milestones Family Learning Center

Anaheim Union High School District

11/13/2013

Date:

Date:



Authorized Signature:

Authorized Signature:

Eileen Knox/CEO
1630 W. Rosecrans Ave.
Compton, CA 90220
milestonesfamily@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	X
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

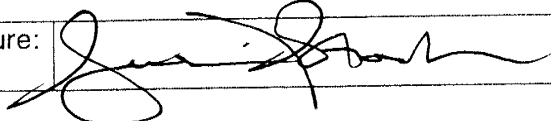
Signature:		Date:	11-13-13
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EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent 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 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 13, 2014, 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 13, 2014, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2013-14 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 14, 2014, Consultant shall provide written communication to the District no later than March 14, 2014, 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.
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- 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 Mobile Minds Inc. DBA: Mobile Minds 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:
Mobile Minds Inc. DBA: Mobile Minds 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. Mobile Minds Inc. DBA: Mobile Minds 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 Mobile Minds Inc. DBA: Mobile Minds 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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.
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 Hundred and Forty Dollars (\$940). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$940 with a maximum per student of \$939.90 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 29, 2013.

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:

Mobile Minds Inc. DBA: Mobile Minds
Tutoring
P.O. Box 4527
Portland, OR 97208
(877) 496-4637

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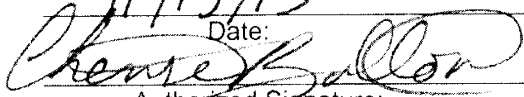
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Mobile Minds Inc. DBA: Mobile Minds
Tutoring

Anaheim Union High School District

11/13/13
Date:

Authorized Signature:

Date:

Authorized Signature:

Cherise Ballou/Director of Operations
P.O. Box 4527
Portland, OR 97208
cballou@mobilemindstutoring.com

Paul Sevillano, Ed.D.
Assistant Superintendent Educational
Services Division
501 N. Crescent Way/P.O. Box 3520
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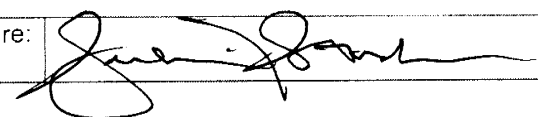
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EXHIBIT A

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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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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.

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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.

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-Six Thousand Six Hundred and Fifty-Seven Dollars (\$36,657). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$36,657 with a maximum per student of \$939.90 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

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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:

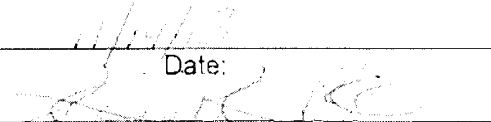
DISTRICT:	CONTRACTOR:
Paul Sevillano, Ed.D. Anaheim Union High School District 501 N. Crescent Way Anaheim, CA 92801	Oxford Tutoring 3057 Edinger Avenue Tustin, CA 92780 (949) 681-0388

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 12th DAY OF DECEMBER 2013.

Oxford Tutoring

Anaheim Union High School District


Date: _____
Authorized Signature: _____

Date: _____
Authorized Signature: _____

Rebekah Rustad-Phung
3057 Edinger Avenue
Tustin, CA 92780
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	x
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

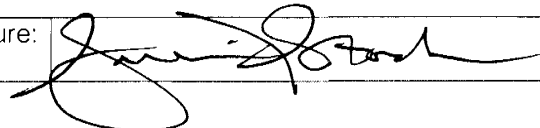
Signature:  Date: 11-13-13

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 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 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 13, 2014, 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 13, 2014, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2013-14 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 14, 2014, Consultant shall provide written communication to the District no later than March 14, 2014, 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 Professional Tutors of America 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: Professional Tutors of America 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. Professional Tutors of America 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.

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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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.

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.
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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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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:

Professional Tutors of America Inc.
3350 E. Birch Street, Suite 108
Brea, CA 92821
(800) 832-2487

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.

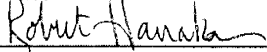
THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF DECEMBER 2013.

Professional Tutors of America Inc.

Anaheim Union High School District

11/13/13

Date:



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

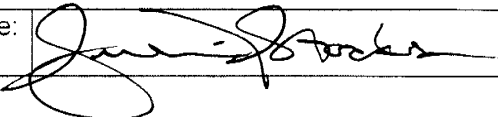
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EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent 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 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 13, 2014, 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 13, 2014, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2013-14 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 14, 2014, Consultant shall provide written communication to the District no later than March 14, 2014, 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.
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 - 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. (dba: studentnest.com) 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. (dba: studentnest.com), 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. (dba: studentnest.com) 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. (dba: studentnest.com).

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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.

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 One Hundred Sixteen Thousand Five Hundred and Forty-Eight Dollars (\$116,548). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$116,548 with a maximum per student of \$939.90 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 29, 2013.

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:

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

CONTRACTOR:

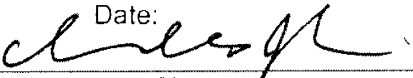
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Anaheim Union High School District

11-14-13
Date:

Authorized Signature:

Date:
Authorized Signature:

Chander Joshi/President
2121 Merced Street
Fresno, CA 93721
chanderjoshi88@gmail.com

Paul Sevillano, Ed.D.
Assistant Superintendent Educational
Services Division
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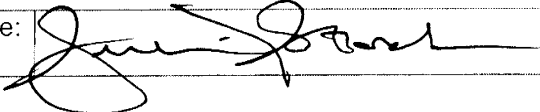
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EXHIBIT A

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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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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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.
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 Two Hundred and Nineteen Dollars (\$12,219). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$12,219 with a maximum per student of \$939.90 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 29, 2013.

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:

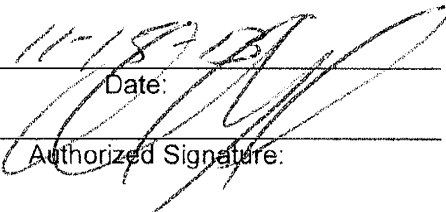
Syntelesys Educational Services, Inc. DBA:
#1 Academia de Servicio de Tutoria
2550 Corporate Place #C108
Monterey Park, CA 91754
(800) 293-3091 x 203

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 12th DAY OF DECEMBER 2013.

Syntelesys Educational Services, Inc. DBA:
#1 Academia de Servicio de Tutoria

Anaheim Union High School District

11-18-13
Date:

Authorized Signature:

Date:

Authorized Signature:

Daniel York
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	X
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

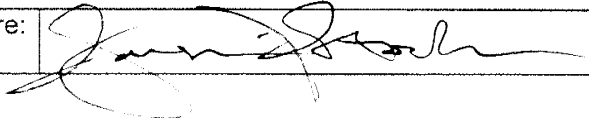
Signature:  Date: 12-13-13

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 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 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 13, 2014, 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 13, 2014, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2013-14 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 14, 2014, Consultant shall provide written communication to the District no later than March 14, 2014, 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 The Learning Curve, 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:
The Learning Curve, 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. The Learning Curve, 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 The Learning Curve, 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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.

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 Four Thousand Seven Hundred Dollars (\$4,700). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$4,700 with a maximum per student of \$939.90 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 29, 2013.

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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- (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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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:

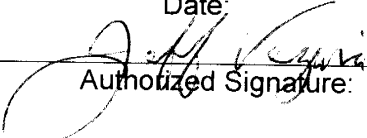
The Learning Curve, Inc.
5500 E. Santa Ana Canyon Road, #245
Anaheim, CA 92807
(714) 282-9282

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 12th DAY OF DECEMBER 2013.

The Learning Curve, Inc.

Anaheim Union High School District

11/13/13
Date:

Authorized Signature:

Date:
Authorized Signature:

Jeff Vezina/Vice President
5500 E. Santa Ana Canyon Road, #245
Anaheim, CA 92807
jeff@tutoringchildren.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

27-1792007

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

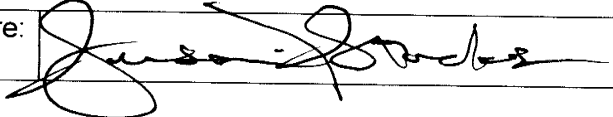
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EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent 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 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).
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- g. By June 13, 2014, 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 13, 2014, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2013-14 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 14, 2014, Consultant shall provide written communication to the District no later than March 14, 2014, 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.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
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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) _____
- 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 Thomotti Inc. DBA Cypress Tutoring Club 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: Thomotti Inc. DBA Cypress Tutoring Club, 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. Thomotti Inc. DBA Cypress Tutoring Club 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 Thomotti Inc. DBA Cypress Tutoring Club.

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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.

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 Three Thousand Seven Hundred and Sixty Dollars (\$3,760). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$3,760 with a maximum per student of \$939.90 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 29, 2013.

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.
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Paul Sevillano, Ed.D.
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501 N. Crescent Way
Anaheim, CA 92801

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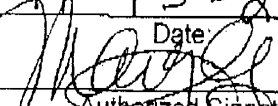
Thomotti Inc. DBA Cypress Tutoring Club
9111 Valley view Street #115
Cypress, CA 90630
(714) 995-7323

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THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF DECEMBER 2013.

Thomotti Inc. DBA Cypress Tutoring Club

Anaheim Union High School District

11-15-2013
Date:

Authorized Signature:

Date:

Authorized Signature:

Mady Gufarotti/Owner
9111 Valley view Street #115
Cypress, CA 90630
cypressca@tutoringclub.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"/>
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Federal Identification Number

14-1978832

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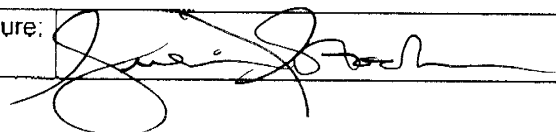
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EXHIBIT A

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- 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 Total Education Solutions 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:
Total Education Solutions, 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. Total Education Solutions 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 Total Education Solutions.

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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.
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 One Thousand Eight Hundred and Eighty Dollars (\$1,880). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$1,880 with a maximum per student of \$939.90 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 29, 2013.

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:

Total Education Solutions
625 S. Fair Oaks Avenue #200
South Pasadena, CA 91030
(213) 607-4339

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 12th DAY OF DECEMBER 2013.

Total Education Solutions

Anaheim Union High School District

11/14/13
Date:

Authorized Signature:

Date:
Authorized Signature:

Meaghan Donahue/Vice President
625 S. Fair Oaks Avenue #200
South Pasadena, CA 91030
ibarrera@tesidea.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

95-4719630

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

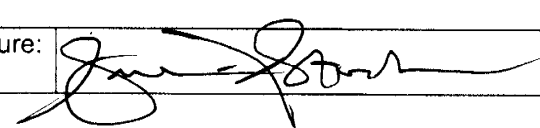
Signature:  Date: 12-13-13

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 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 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 13, 2014, 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 13, 2014, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2013-14 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 14, 2014, Consultant shall provide written communication to the District no later than March 14, 2014, 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 TutoringOne 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:
TutoringOne, 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. TutoringOne 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 TutoringOne.

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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.

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 Two Thousand Eight Hundred and Twenty Dollars (\$2,820). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$2,820 with a maximum per student of \$939.90 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 29, 2013.

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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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.

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:

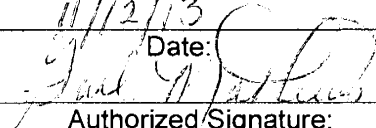
TutoringOne
16263 Davinci Drive
Chino Hills, CA 91709
(888) 252-7814 x804

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 12th DAY OF DECEMBER 2013.

TutoringOne

Anaheim Union High School District

11/2/13
Date: _____

Authorized Signature: _____

Date: _____

Authorized Signature: _____

Gail Mathews/President
16263 Davinci Drive
Chino Hills, CA 91709
gail.mathews@tutoringone.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

26-3728322

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

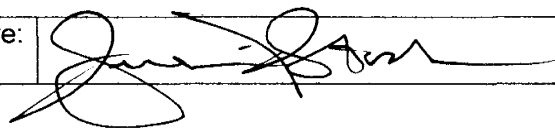
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EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent 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 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 13, 2014, 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 13, 2014, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2013-14 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 14, 2014, Consultant shall provide written communication to the District no later than March 14, 2014, 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 TutorWorks 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:
TutorWorks 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. TutorWorks 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 TutorWorks 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 13, 2013, and will diligently perform as required and complete performance by May 15, 2014.

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 Two Thousand Eight Hundred and Twenty Dollars (\$2,820). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$2,820 with a maximum per student of \$939.90 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 29, 2013.

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:

TutorWorks INC
700 Airport Blvd, Sute 450
Burlingame, CA 94010
(650) 298-8867

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.
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 - b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF DECEMBER 2013.

TutorWorks INC

Anaheim Union High School District

11/13/2013

Date:

Date:

Authorized Signature:

Authorized Signature:

Deanna Terzian/President
700 Airport Blvd, Sute 450
Burlingame, CA 94010
gtorres@tutorworks.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

20-0044202

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:

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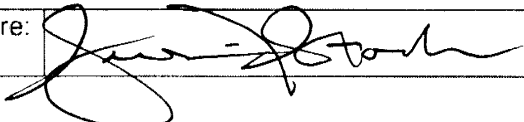
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EXHIBIT A

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Exhibit B

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(IRS Revenue Rule 87-41)**

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Instructional Materials Submitted for Adoption

December 12, 2013

November 7, 2013-December 12, 2013

Curriculum	Basic / Suppl	Course Name/ Number	GR	Title	Publisher
World Language	Basic	Korean 1 & 2 Course #2250, 2255	9-12	<i>Dynamic Korean 1</i>	Korean Language Press
World Language	Basic	Korean 2 & 3 Course #2255, 2260	9-12	<i>Dynamic Korean 2</i>	Korean Language Press
World Language	Basic	Korean 3 & 4 Course #2260, 2265	9-12	<i>Dynamic Korean 3</i>	Korean Language Press
Science	Basic	Oceanography Course #5410	11-12	<i>Essentials of Oceanography 11th Edition</i>	Pearson
English	supple.	AP English Language Composition Course #1553	9-12	<i>Burro Genius</i>	Harper-Collins
English	supple.	AP English Language Composition Course #1553	9-12	<i>Enrique's Journey</i>	Random House

Instructional Materials Submitted for Display

December 12, 2013

December 12, 2013-January 9, 2014

Curriculum	Basic/ Suppl	Course Name/ Number	GR	Title	Publisher
Science	supple.	Chemistry (P) Course #5310, Chemistry (HP) Course #5320	10-12	<i>Quimica - Octava Edition</i>	McGraw Hill Education
Science	supple.	Chemistry (P) Course #5310, Chemistry (HP) Course #5320	10-12	<i>Quimica - La Magic de la Ciencia 3°</i>	McGraw Hill Education

SCHEDULE A

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Regular School Year 2013-14**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
SYS-127	01-13-00	8	12-12-13	New Haven Youth and Family Services	\$147,902.00
SYS-121	11-6-99	8	12-12-13	Rossier Park School	\$27,944.90
SYS-125	06-07-00	8	12-12-13	Approach Learning Center, Inc. dba: TEC	\$44,028.00

*Includes transportation costs, if applicable.

Field Trip Report

Board of Trustees

December 12, 2013

1. Anaheim High School–ASB (32 students; 24 male, 8 female); Allen Carter (male) adviser; Doug Wager (male), Terry Dancer (male), Sara Daddario (female), chaperones.

To: San Diego, CA
 Dates: June 18, 2014–June 20, 2014
 Purpose: AUHSD Leadership Retreat
 Expenses: ASB/Club Fundraisers: Registration, meals, transportation, accommodations
 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. Cypress High School–Speech and Debate (20 students; 13 male, 7 female); Jesilyn Faust Williamson (female) adviser; Michael Buss (male), Mark Weiss (male), chaperones.

To: Berkeley, CA
 Dates: February 14, 2014–February 17, 2014
 Purpose: Speech Competition
 Expenses: ASB/Club Fundraisers: Registration, accommodations
 Parent/Student: Meals

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

3. Cypress High School–Physics Club (23 students; 8 male, 15 female); Kevin Dwyer (male) adviser; Melinda Dwyer (female), Patty Brunet (female), Gerson Montiel (male), Gerlyn Montiel (female), chaperones.

To: Idyllwild, CA
 Dates: April 4, 2014–April 6, 2014
 Purpose: Hands on Physics Program
 Expenses: Other (NOCROP): 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

4. Katella High School–History Department (20 students; 8 male, 12 female); Debra Pew (female) adviser; Jeff Yourstone (male), Carlos Ayala (male), Jackie Donnelly (female), chaperones.

To: Washington D.C.
 Dates: March 2, 2014–March 7, 2014
 Purpose: Government and History Studies
 Expenses: Parent/Student: Registration, meals, transportation, accommodations
 ASB/Club Fundraisers: Substitutes

Field Trip Report

Board of Trustees

December 12, 2013

- Number of school days missed for this trip: 5
Number of school days missed previously: 0
Total number of days missed by this group: 5
5. Kennedy High School–Band (81 students; 53 male, 28 female); Joshua Parsons (male) adviser; Bob Anthony (male), James Dinwiddie (male), Lori Dinwiddie (female), Dale Oats (male), Deanna Price (female), Hector Brambila (male), Henri Soucy (male), Theresa Frankel (female), Shirley Dinwiddie (female), Christina Balladeres (female), Cesar Balladeres (male), chaperones.
- To: Honolulu, HI
Dates: March 31, 2014–April 6, 2014
Purpose: Band Performance Trip
Expenses: Parent/Student: 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
6. RATIFICATION: Kennedy High School–Virtual Enterprise (16 students; 8 male, 8 female); Beau Gasinski (male) adviser; Hilda Vazquez (female), Michael Rylaarsdam (male), April Rylaarsdam (female), chaperones.
- To: Bakersfield, CA
Dates: December 3, 2013–December 4, 2013
Purpose: Virtual Enterprise Trade Fair
Expenses: ASB/Club Fundraisers: Registration
Parent/Student: Meals, transportation, accommodations
Other (Perkins): Substitutes
- 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
7. Loara High School–DECA (Distributive Education Clubs of America) (15 students; 8 male, 7 female); Mildrid Gorrie (female) adviser; Brad Gorrie (male), chaperone.
- To: Garden Grove, CA
Dates: January 10, 2014–January 12, 2014
Purpose: Career Development Conference
Expenses: Parent/Student: Meals, transportation
ASB/Club Fundraisers: 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
8. RATIFICATION: Loara High School–Auto Club (5 male students); Saul Garcia (male) adviser.

Field Trip Report

Board of Trustees

December 12, 2013

To: Indianapolis, IN
Dates: December 9, 2013–December 14, 2013
Purpose: Hot Rodders National Competition
Expenses: Other (ROP): Registration, meals, transportation, accommodations, substitutes

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

9. Magnolia High School–Wrestling Team (18 students; 12 male, 6 female); Gerasimo Luna (male) adviser; Uriel Chavez (male), Edgar Antunez (male), Erika Ortega (female), Sandra Davila (female), chaperones.

To: Lake Arrowhead, CA
Dates: January 3, 2014–January 5, 2014
Purpose: Wrestling Tournament
Expenses: ASB/Club Fundraisers: Registration, meals, transportation, accommodations
Parent/Student: Meals, accommodations

Number of school days missed for this trip: 0
Number of school days missed previously: 2
Total number of days missed by this group: 2

10. Orangeview Junior High School–8th Grade Class Trip (24 students; 16 male, 8 female); Charlene Montgomery (female) adviser; Sean Fleshman (male), Yousef Nasouf (male), chaperones.

To: Washington DC
Dates: June 15, 2014–June 20, 2014
Purpose: 8th Grade Class Trip to Washington DC
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

11. RATIFICATION: Oxford Academy–Speech/Debate (30 students; 16 male, 14 female); Jonathan Williamson (male) adviser; Michael Murray (male), Jasmine McLeod (female), Alixandria Lopez (female), Joseph Evans (male), Nick Matthews (male), chaperones.

To: San Diego, CA
Dates: December 8, 2013–December 10, 2013
Purpose: Speech and Debate Competition
Expenses: ASB/Club Fundraisers: Registration, transportation, accommodations
Parent/Student: Registration, meals, transportation, accommodations
Booster Club: Registration, transportation, accommodations

Number of school days missed for this trip: 2
Number of school days missed previously: 0

Field Trip Report

Board of Trustees

December 12, 2013

Total number of days missed by this group: 2

12. Savanna High School-Wrestling Team (8 female students); Robbie Gaze (male) adviser; Alejandra Gaze (female), Natalie Noriz (female), chaperones.

To: Napa, CA

Dates: January 9, 2014–January 12, 2014

Purpose: Wrestling Tournament

Expenses: ASB/Club Fundraisers: Registration, accommodations

Number of school days missed for this trip: 1 ½

Number of school days missed previously: 0

Total number of days missed by this group: 1 ½



CHAPMAN
UNIVERSITY
Orange, California 92866

SCHOOL PSYCHOLOGY PROFESSIONAL DEVELOPMENT COLLABORATION AGREEMENT

School Psychologist Intern

THIS AGREEMENT is made and entered into by and between Chapman University hereinafter called the "UNIVERSITY," and Anaheim Union High School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary coursework and educational prerequisites, if so required, to be eligible for the internship.
- B. The UNIVERSITY shall designate a faculty member to function as a Chapman University Supervisor, to coordinate, consult, and collaborate with the psychologist of the FIELDWORK SITE.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the psychologist intern regarding his/her performance at the FIELDWORK SITE.
- D. The UNIVERSITY will provide a minimum of two (2) professional development activities at FIELDWORK SITE for the academic school year. These may include seminars or workshops for staff of the FIELDWORK SITE or case consultation as mutually agreed upon by the UNIVERSITY and FIELDWORK SITE.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE acknowledges that each psychologist intern under this agreement shall be a paid employee of the FIELDWORK SITE and thus covered under the FIELDWORK SITE's insurance policies, including Workers' Compensation, to the extent available to other psychologists. No psychologist intern shall be considered an employee or agent of Chapman University while performing services for the FIELDWORK SITE.
- B. The FIELDWORK SITE shall designate a Coordinator (i.e., Lead School Psychologist) for the School Psychology Practicum and Intern Program. The Coordinator shall organize the activities and schedule of the Psychologist Intern.
- C. The FIELDWORK SITE supervisor, in collaboration with the University faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- D. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

- E. The FIELDWORK SITE shall notify the UNIVERISTY of any change in its personnel, operation, or policies which may affect the school psychologist intern experience.
- F. The FIELDWORK SITE shall comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.

III. RESPONSIBILITIES OF THE PSYCHOLOGIST INTERN

- A. The School Psychologist Intern assumes legal responsibility for his assignment as a paid employee of the District for a minimum of one academic year, subject to the FIELDWORK SITE's personnel policies and State law.
- B. The School Psychologist Intern shall provide services as specified by the FIELDWORK SITE Coordinator, but may include without limitation the following:
 - i. Consultation and Collaboration;
 - ii. Interventions and Instructional Support to Develop Academic Skills;
 - iii. Interventions and Mental Health Services to Develop Social and Life Skills;
 - iv. School-Wide Practices to Promote Learning;
 - v. Preventive and Responsive Services;
 - vi. Family-School Collaboration Services;
 - vii. Diversity in Development and Learning;
 - viii. Research and program evaluation;
 - ix. Legal, Ethical, and Professional Practice.

IV. THE PARTIES MUTUALLY AGREE

- A. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual harassment, or any other basis prohibited by law.
- B. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- C. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- D. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

SCHOOL DISTRICT CONTACT:

Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

UNIVERSITY CONTACT INFORMATION:

Attn: Harold Hewitt, VP & COO
Chapman University
One University Drive
Orange, CA 92866

- E. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.

- F. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- G. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective September 15, 2013 and shall continue in full force and effect through August 31, 2018. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE: Signature: _____
 Name: Russell Lee-Sung
 Title: Assistant Superintendent, Human Resources
 Date: December 12, 2013

UNIVERSITY: Signature: _____
 Name: Harold W. Hewitt, Jr.
 Title: Executive Vice President & COO
 Date: _____



CHAPMAN
UNIVERSITY
Orange, California 92866

SCHOOL PSYCHOLOGY SUPERVISED UNPAID FIELDWORK AGREEMENT

THIS AGREEMENT is made and entered into by and between Chapman University hereinafter called the "UNIVERSITY," and the Anaheim Union High School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.
- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.

- G. The FIELDWORK SITE staff shall comply with APPENDIX A regarding the FIELDWORK SITE'S supervision of UNIVERSITY students, as attached and incorporated by reference.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its trustees, agents, or employees.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its trustees, agents, and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. University and Fieldwork Site each agree to maintain insurance or a program of self insurance throughout the term of this Agreement as follows:
 - i. General liability coverage, written on an occurrence form, with limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, and
 - ii. Professional liability insurance written on a claims-made form or Occurrence form, with limits of One Million Dollars (\$1,000,000) per claim/occurrence and Two Million Dollars (\$2,000,000) in the aggregate. University shall provide coverage for students under school's professional liability policy or shall ensure that all students maintain individual professional liability insurance coverage with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate, and
 - iii. University and Fieldwork Site shall maintain statutory Workers' Compensation coverage on their respective employees working at Fieldwork Site pursuant to this Agreement. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY

or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training, and

iv. University and Fieldwork Site shall provide certificates of insurance evidencing all coverage described herein, naming the other party as a Certificate Holder with policy endorsements for Waiver of Subrogation against the other party and naming the other party as an Additional Insured. Such evidence will be provided on a basis consistent with the effective date of this Agreement and annually thereafter. Each party shall provide the other party with written notice at least thirty (30) days in advance of any material modification or cancellation of such coverage. With respect to individual policies of insurance maintained by students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

- G. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- H. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- I. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

INFORMATION ON SCHOOL DISTRICT:

Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

UNIVERSITY CONTACT INFORMATION:

Attn: Harold Hewitt, VP & COO
Chapman University
One University Drive
Orange, CA 92866

- J. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- K. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- L. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- M. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

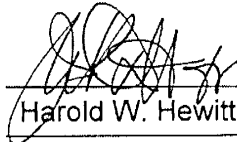
- N. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of this Agreement, as executed by the parties, may be used in lieu of an original for all purposes permitted by law.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective January 1, 2014 and shall continue in full force and effect through December 31, 2019. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

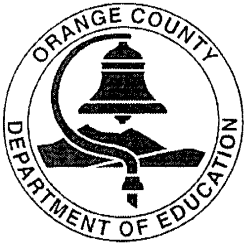
FIELDWORK SITE: Signature: _____
Name: Russell Lee-Sung
Title: Assistant Superintendent, Human Resources
Date: December 12, 2013

UNIVERSITY: Signature: 
Name: Harold W. Hewitt, Jr.
Title: Executive Vice President & COO
Date: 1 Nov 13

Appendix A
Specific Supervision Requirements

School Psychology Fieldwork:

- A. Provide an average of one 2 hours of individual or small group supervision per week from a school psychologist with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Data-Based Decision Making and Accountability
 - b. Consultation and collaboration.
 - c. Interventions and Instructional Support to Develop Academic Skills.
 - d. Interventions and Mental Health Services to Develop Social and Life Skills.
 - e. School-Wide Practices to Promote Learning.
 - f. Preventive and Responsive Services.
 - g. Family-School Collaboration Services.
 - h. Diversity in Development and Learning
 - i. Research and Program Evaluation.
 - j. Legal, Ethical, and Professional Practice.
- C. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- D. The FIELDWORK SITE shall ensure that the student receives an average of two hours of individual or group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- F. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.



October 31, 2013

Elizabeth I. Novack, Ph.D.
Superintendent
Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92803

Dear Dr. Novack:

I am pleased to provide the first quarter Williams Settlement Legislation report for the 2013-2014 fiscal year. This report represents activity conducted by the Orange County Department of Education (OCDE) during July, August, and September 2013. As required by Education Code section 1240(2)(H), this report is to be provided to your Board of Education at a regularly scheduled meeting held in accordance with public notification requirements.

In the first quarter, five reviews were conducted from September 10 – 13, 2013 at the following schools: Anaheim High, Ball Jr. High, Magnolia High, South Jr. High, and Sycamore Jr. High.

I am pleased to inform you that Anaheim Union High School District is in compliance, following prompt correction of any specific issues, with the terms of the Williams Settlement Legislation concerning the sufficiency of textbooks and instructional materials and the Uniform Complaint Procedure (UCP) posting in classrooms.

As required by the settlement, all districts reported the status of Uniform Complaints received during the fourth quarter of fiscal year 2012-2013 in July 2013. For the period of April, May, June 2013, Anaheim Union High School District reported that no complaints were filed.

OCDE conducted facility reviews on September 26, 2013. The results are attached.

If you have any questions, please contact Aracely Chastain, Project Manager, School and Community Services at (714) 966-4377 or achastain@ocde.us.

On behalf of Al Mijares, Ph.D., County Superintendent of Schools, I thank you and your staff for your diligent efforts to address the Williams Settlement Legislation requirements.

Sincerely,

Ellin Chariton
Executive Director, School and Community Services

EC:sls

Enclosure

c: Al Mijares, Ph.D., County Superintendent

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
FAX (714) 432-1916
www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.
DAVID L. BOYD
ROBERT M. HAMMOND
ELIZABETH PARKER
KEN L. WILLIAMS, D.O.



**Williams Settlement Legislation
Anaheim Union High School District
First Quarter Site Review Report
Fiscal Year 2013-2014**
Prepared by the Orange County Department of Education

This report summarizes the results of Williams site reviews at decile 1- 3 schools conducted from September 10-26, 2013.

INSTRUCTIONAL MATERIALS

For the 2013-2014 fiscal year, Anaheim Union High School District is considered to be in compliance with the terms of the Williams Settlement Legislation concerning the sufficiency of textbooks and instructional materials following the prompt correction of any specific issues.¹

School	Review Date	Subject	Textbook/Instructional Materials Insufficiencies Found	Grade	Room	Materials Needed	Correction Date
Anaheim High	September 13, 2013		None				
Ball Jr. High	September 13, 2013		None				
Magnolia High	September 10, 2013	Spanish	Pearson Prentice Hall Realidades: Level 1	All	908	30	September 13, 2013
Magnolia High	September 10, 2013	English	High Point, The Basics Student Book National Geographic/Hampton Brown	All	110	30	September 17, 2013
South Jr. High	September 12, 2013		None				
Sycamore Jr. High	September 12, 2013		None				

¹ "Sufficient textbooks and instructional materials" means every pupil, including English Language Learners, has a textbook in the four core subject areas of math, English language arts, science and history to use in class and to take home (middle and high schools include foreign language, health, and science laboratory equipment).

FACILITIES

All schools were reviewed with respect to the safety, cleanliness, and adequacy of school facilities. Any deficiencies were reported to school administrators for remediation.

School Site	Review Date	Room/Area	Facility Conditions Identified
Anaheim High School	September 26, 2013	Cafeteria	Three fire extinguishers expired
Anaheim High School	September 26, 2013	Elevator Main Building	Elevator permit expired 4/27/2013
Anaheim High School	September 26, 2013	Women's restroom by Room 906	Hand dryer not functioning; One toilet loose, not secured to ground
Anaheim High School	September 26, 2013	Boy's restroom by Room 906	Drinking Fountain outside restroom not functioning
Anaheim High School	September 26, 2013	Room 63	Three fire extinguishers have expired



**Williams Settlement Legislation
Anaheim Union High School District
First Quarter Site Review Report
Fiscal Year 2013-2014**

Prepared by the Orange County Department of Education

FACILITIES Continued

School Site	Review Date	Room/Area	Facility Conditions Identified
Anaheim High School	September 26, 2013	Room 62	Television is not securely bolted
Anaheim High School	September 26, 2013	Room 900	Heating venting and air conditioning turned off because unit is excessively noisy
Anaheim High School	September 26, 2013	Room 6	Television is not securely bolted
Anaheim High School	September 26, 2013	Room 31	Fire extinguisher expired
Anaheim High School	September 26, 2013	Room 59 Computer Lab	Fire extinguisher expired
Anaheim High School	September 26, 2013	Elevator 100/200 Building	Permit expired 4/27/2013

Respectfully submitted,

Ellin Chariton
Ellin Chariton

Executive Director, School and Community Services

10/29/13
Date

Board of Trustees
December 12, 2013

1. Resignations/Retirements, effective as noted:

Donatelli, Mike; Retirement, 1/24/14

Escobar, Eduardo; Resignation, 11/19/13

Lee, Judy; Resignation, 4/18/13

2. Leaves of Absence:

REVISED-Castro, Jennifer, for tragedy personal necessity leave, with pay and with health benefits from 10/15/13, through the end of the working day on 11/22/13.

Kough, Kris, for military leave, with pay and with health benefits from 11/1/13 through the end of the working day on 11/1/13.

3. Employment:

A. Classroom Teacher(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Manville, Laurie	11/12/13	1	5

B. Day-to-Day Substitute Teachers with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Archuleta, Jose	10/31/13	Kardashian, Blake	11/18/13
Armas, Jessica	10/31/13	Kean, Holly	11/18/13
Baik, Jin	10/31/13	Lee, Kevin	11/6/13
Britto, Jose	10/31/13	Linebarger, Kyle	10/31/13
Buehler, Jennifer	11/18/13	Lup, Daniela	10/31/13
Calvillo, Darcy	11/4/13	Maraviglia, Kris	10/31/13
Castro, Benjamin	11/1/13	Mascio, Joseph	12/2/13
Chong, Kelly	10/31/13	Mccarthy, Kathleen	10/31/13
Collier, Lauren	10/31/13	Mckay, Kasey	11/18/13
Colon, Brunilda	10/31/13	Murray, Grant	11/19/13
Doherty, Chris	11/6/13	Navarro, Arturo	12/2/13
Durham, Roosevelt Dennis	11/18/13	Nosrat, Simin	10/31/13
Farr, Lois	10/31/13	Pak, Michelle	10/31/13
Franke, Kent	11/18/13	Patton, David	11/18/13
Gonzales, Janika Eryl	11/18/13	Randall, Joanna	11/19/13
Gonzalez, Jorge	10/31/13	Rizzacasa, Anne	10/23/13
Goodman, Alex	10/25/13	Rodriguez, Justin	11/18/13
Gutierrez, Daniel	10/31/13	Rosenberger, Meghan	11/19/13
Halcom, Christy	11/19/13	Sherman, Heidi	10/31/13
Hanson, Roger	11/19/13	Spainhower, Toby	10/31/13
Hilber, Stephanie	11/18/13	Terrell, Melanie	10/31/13

C. Administrator Salary Placements, effective as noted:

		<u>Range</u>	<u>Step</u>
Joo, Sam	11/8/13	24	6
Principal-Junior High			

Human Resources Division, Certificated Personnel

Board of Trustees
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4. Extra Service Compensation:

- A. Additional Work Days, for the 2013-14 school year, for the following curriculum specialist, 5.5 additional days at the per diem rate of pay. (EIA-LEP/Title II)

Spykerman, Julie Math

- B. Understanding American Citizenship Grant Stipend, for the 2013-14 school year, to be paid to the following individuals, to be paid in the amount of \$950 per person. (Grant Funds)

Done, David Gilbert High School
Lamb, Alex Anaheim High School
Schwartz, Joel Gilbert High School

- C. Effective Reading Intervention Academy Grant Stipend, for the 2013-14 school year, for the following individuals, to be paid in the amount of \$500 per person. (Grant Funds)

Davis, Valencia Patino, Rueben
Esperanza, Chris Solorzano, Raquel
Gamboa, Maria Staton, Amy

- D. TUPE Site Advisor Stipend, for the following individuals for the 2013-14 school year, as part of the Tobacco Use Prevention Education (TUPE) grant, to be paid the amount indicated at the end of each semester. (TUPE Grant Funds)

Armijo, Valerie	Walker Junior High School	\$1,000
Banales, Catarina	Kennedy High School	\$500
Bauerle, Kim	Gilbert High School/Polaris	\$1,000
Blake, Rebecca	Brookhurst Junior High School	\$1,000
Chaldu, Chayne	Oxford Academy	\$1,000
Dunham, Anita	Lexington Junior High School	\$1,000
Frank, Carolyn	Savanna High School	\$500
Haaf, Kiandra	South Junior High School	\$1,000
Hormuth, Lisa	Dale Junior High School	\$1,000
Hurley, Eileen	Cypress High School	\$500
Johnson, Natalie	Sycamore Junior High School	\$1,000
Kliem, Erin	Savanna High School	\$500
Malmborg, Debra	Ball Junior High School	\$1,000
Montgomery, Charlene	Orangeview Junior High School	\$1,000
Newman, Lisa	Anaheim High School	\$1,000
Ricci, Thomas	Katella High School	\$1,000
Rofey, Sandra	Western High School	\$1,000
Schiada, Paul	Magnolia High School	\$500
Serrano, Federico	Community Day School	\$1,000
Somers, Allison	Loara High School	\$1,000
Ting, Cynthia	Magnolia High School	\$500
Ursich, Dana	Cypress High School	\$500
Villasenor, Rosalba	Kennedy High School	\$500

Human Resources Division, Certificated Personnel

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5. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

Acker, Victoria	11/13/13	Mounts, Cheryl	11/20/13
Arana, Yesica	11/15/13	Mounts, Rachel	11/16/13
Arias de Martinez, Alma	11/13/13	Patel, Atul	11/8/13
Arismendy, Carmen	11/8/13	Patel, Sapana	11/8/13
Arroyo, Nanette	11/15/13	Rahimian, Ramita	11/16/13
Barati, Parvane	11/15/13	Ramirez, Oscar	10/25/13
Belling, Dirk	10/28/13	Rezakhah-Khajeh, Nikta	11/5/13
Cypert, Maricela	10/25/13	Roberts, John	10/23/13
Gagnon, Brielle	11/16/13	Sanfilippo, Shaneesta	11/20/13
Gonzalez, Lidia	11/4/13	Simpson, Mercedes	11/15/13
Hacche, Craig	10/31/13	Spears, Antionette	11/12/13
Jimenez-Perez, Juan	10/22/13	Tran, Jeanne	10/10/13
Marangu, Jeanann	11/3/13	Tuiteleleapaga, Donavin	10/26/13
Martinez, Elisha	11/12/13	Velarde, Andrew	10/23/13
Martinez, Yesenia	11/13/13	Viramontes, Diane	11/7/13
Melchor, AnnaMarie	10/20/13	Wong, Bethanie	11/14/13
Mickey-Silveria, Edith	11/1/13	Zamarripa-Ramos, Jose	11/5/13

6. 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>
Hung, Jennifer	3 9	4 9	8/22/13
Manville, Laurie	1 5	1 7	11/12/13
Portillo, Aracely	2 11	3 11	8/22/13

7. Extra Service Specialists, employment effective as noted:

Classified:

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Anaheim</u> Davidson, Josh Basketball, Girls, JV	\$2,596	Season	11/25/13
Gonzalez, Oscar Dance	\$4,000	Year	8/22/13
Mares, Richard Basketball, Boys, JV	\$2,596	Season	11/25/13
<u>Brookhurst</u> Eftekhari, Orash Soccer, Girls, 8 th Grade	\$1,923	2 nd Quarter	11/4/13
Maguire, Eric Basketball, Boys, 7 th Grade	\$1,923	2 nd Quarter	11/4/13
<u>Cypress</u> Canavan, Todd Basketball, Boys, Asst. Varsity	\$2,596	Season	11/25/13

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Grana, Kristin Soccer, Girls, JV	\$2,339	Season	11/25/13
Llanos, Jennifer Soccer, Boys, Asst. Varsity	\$2,339	Season	11/25/13
Rangel, Jonathan Wrestling, Frosh/Soph	\$2,596	Season	11/25/13
Vargas, Fidel Basketball, Boys, JV	\$2,596	Season	11/25/13
Woiemberghe, Nicole Soccer, Girls, Head Varsity	\$2,596	Season	11/25/13
<u>Katella</u> Caires, Rod Basketball, Boys, Sophomore	\$2,596	Season	11/25/13
Clement, John Basketball, Boys, JV	\$2,596	Season	11/25/13
Garcia, Charles Basketball, Boys, Freshman	\$2,596	Season	11/25/13
Hernandez, Osvaldo Soccer, Boys, JV	\$2,339	Season	11/25/13
Marinez, Juan Soccer, Boys, Head Varsity	\$2,596	Season	11/25/13
Mediran, John Waterpolo, Asst. Frosh/Soph	\$2,339	Season	11/25/13
Melara, Victor Wrestling, Head Varsity	\$3,249	Season	11/25/13
Price, Diondre Basketball, Girls, JV	\$2,596	Season	11/25/13
Pulido, Leticia Cross Country, Boys, Varsity	\$2,596	Season	9/2/13
Rojas, John Basketball, Girls, Freshman	\$2,596	Season	11/25/13
Vasquez, Gonzalo Soccer, Boys, Varsity	\$2,339	Season	11/25/13
Zelaya, Walter Soccer, Boys, Frosh/Soph	\$2,339	Season	11/25/13

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<u>Kennedy</u> Anthony, Robert Asst. Band Director	\$1,231.50	Semester	8/22/13
Anthony, Robert Asst. Band Director	\$1,231.50	Semester	1/27/14
Brambila, Hector Colorguard	\$2,108	Semester	8/22/13
Brambila, Hector Colorguard	\$2,108	Semester	1/27/14
Catota, Denise Soccer, Girls, Asst. Varsity	\$2,339	Season	11/25/13
Cruz, Adolfo Soccer, Girls, JV	\$2,339	Season	11/25/13
Parsons, Michelle Accompanist	\$637.50	Semester	8/23/13
Pope, Marquez Football, Asst. JV	\$2,339	Season	9/2/13
Romero-Nieva Santos, Pedro Soccer, Girls, Frosh/Soph	\$2,339	Season	11/25/13
<u>Loara</u> Davidson, Jeremy Basketball, Girls, Frosh/Soph	\$2,596	Season	11/25/13
Fleischman, Ariana Soccer, Girls	\$2,339	Season	11/25/13
Gray, Stephanie Soccer, Girls, JV	\$2,339	Season	11/25/13
Sauvageau, Eric Wrestling, Asst. Coach	\$2,596	Season	11/25/13
Teran, Edgar Soccer, Asst. Coach	\$2,339	Season	11/25/13
<u>Magnolia</u> Antunez, Edgar Wrestling, Frosh/Soph	\$1,298	Season	11/25/13
Chavez, Uriel Wrestling, JV	\$2,596	Season	11/25/13
Garcia, Alyssa Soccer, Girls, Frosh/Soph	\$750	Season	11/25/13

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Jones, Brittany Soccer, Girls, Frosh/Soph	\$2,089	Season	11/25/13
Llamas, Raul Soccer, Boys, Frosh/Soph	\$2,339	Season	11/25/13
Luna, Gerasimo Wrestling, Head Varsity	\$3,249	Season	11/25/13
Manliguis, Kayla Basketball, Girls, Freshman	\$1,298	Season	11/25/13
Moreno, Jose Soccer, Boys, JV	\$2,339	Season	11/25/13
Ortega, Erica Basketball, Girls, Freshman	\$1,298	Season	11/25/13
Rodriguez, Anthony Accompanist	\$637.50	Semester	8/22/13
Rodriguez, Anthony Accompanist	\$637.50	Semester	1/27/14
Torres, Jovani Wrestling, Frosh/Soph	\$1,298	Season	11/25/13
Tweed, Matthew Basketball, Boys, Head Varsity	\$3,249	Season	11/25/13
Velasco, Wiford Soccer, Girls, JV	\$2,089	Season	11/25/13
Ybarra, Ricardo Basketball, Boys, JV	\$2,596	Season	11/25/13
<u>Oxford</u> Murray, Michael Debate	\$2,596	Year	8/22/13
Williamson, Jon Speech	\$2,596	Year	8/22/13
<u>Savanna</u> Chew, Richard Basketball, Girls, JV	\$2,596	Season	11/25/13
Gaze, Robbie Wrestling, Varsity	\$3,249	Season	11/25/13
Hansen, Eric Tennis, Head Varsity	\$2,596	Season	9/2/13

Human Resources Division, Certificated Personnel

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Martinez, Jaime Wrestling, JV	\$2,596	Season	11/25/13
Miranda, Rachel Trainer	\$1,465	Season	11/25/13
Miranda, Rachel Trainer	\$1,465	Season	3/1/14
Reyes, Valentin Soccer, Boys, Freshman	\$2,339	Season	11/25/13
Romero-Ceja, Enrique Soccer, Girls, Varsity	\$2,596	Season	11/25/13
Slagle, Michael Basketball, Boys, JV	\$2,596	Season	11/25/13
Van Sickle, Jeff Basketball, Girls, Freshman	\$2,596	Season	11/25/13
<u>Walker</u> Pappas, Daniel Accompanist	\$456.41	1 st Semester	10/17/13
Pappas, Daniel Accompanist	\$712	2 nd Semester	1/27/14
<u>Western</u> Frazier, Thomas Basketball, Girls, JV	\$2,596	Season	11/25/13
Morris, April Soccer, Girls, Frosh/Soph	\$2,339	Season	11/25/13
Neeper, Jeremy Soccer, Boys, JV	\$2,339	Season	11/25/13
Neeper, John Soccer, Boys, Head Varsity	\$2,596	Season	11/25/13
Sims, Lakeisha Basketball, Girls, Sophomore	\$2,596	Season	11/25/13
Wright, Sean Soccer, Boys, Frosh/Soph	\$1,169.50	Season	11/25/13

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1. Retirements/Resignations/Terminations, effective as noted:

Lopez, Robert, Custodian, 12/30/2013, Retirement

Torres, Pamela, Instructional Assistant–Specialized Academic Instruction – Bilingual,
06/12/2013, Resignation

2. Leaves of Absences:

Ochoa, Erika, for child care, without pay and without health benefits from 11/04/13, through
the end of the working day on 1/3/14.

3. Employment and Promotions, effective as noted:

	<u>Range/Step</u>	<u>Effective</u>
Araya, Isaac Substitute Food Services Assistant I	41/01	11/04/2013
Ascencio, Laura Instructional Assistant–Behavior Support	51/01	10/21/2013
Aguirre, Augustina Avid tutor	\$14.53/hr.	11/12/2013
Barena, Luz Food Services Assistant I	41/02	11/04/2013
Brandon, Patricia Substitute Senior Graphic Arts Technician	63/01	10/21/2013
Camarena, Ashley Food Services Assistant I	41/02	11/04/2013
Carmona, Jessica Secretary Registrar/Records–Bilingual	53/01	11/08/2013
Castro, Lindsay Substitute Health Technician	47/01	11/01/2013
Catron, Stephanie Campus Safety Aide	41/01	10/31/2013
Cervantes Armando Campus Safety Aide	41/01	10/31/2013
Cisneros, Daisey Substitute Food Services Assistant I	41/01	11/18/2013
Cooper, Nicholas Site Custodial Supervisor I	02/01	10/31/2013
De Torres, Gabriela Substitute Food Services Assistant I	41/01	11/04/2013

Human Resources Division, Classified Personnel

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Eggers, Elizabeth Substitute Food Services Assistant I	41/01	10/25/2013
Espinoza, Lizbeth Avid Tutor	\$14.53/hr.	11/12/2013
Flores, Micah Campus Safety Aide	41/01	10/31/2013
Fullmer, Austin Substitute Instructional Assistant–Specialized Academic Instruction	43/02	11/5/2013
Godfrey, Karen Food Services Assistant I	41/01	11/04/2013
Hernandez, Stephanie Instructional Assistant–Special Abilities	51/01	11/04/2013
Herrera, Fernando Custodian	48/06	10/29/2013
Higgins, Jessica Food Services Assistant I	41/01	11/18/2013
Inzunza, Jessica Avid Tutor	\$14.53/hr.	11/12/2013
Juarico, Guillermo Food Services Assistant I	41/01	11/04/2013
Leal, Jean Food Services Assistant I	41/01	11/15/2013
Leone, Daniel Substitute Instructional Assistant–Special Youth Services Series	51/01	11/04/2013
Leone, Daniel Substitute Instructional Assistant– Specialized Academic Instruction	43/01	11/04/2013
Lindheimer, Sheesel Avid Tutor	\$14.53/hr.	10/31/2013
Luna, Cristina Substitute Food Services Assistant I	41/01	11/04/2013
Luu, Christine Avid Tutor	\$14.53/hr.	10/31/2013
McBride, Kathryn Substitute Health Services Technician	47/01	10/27/2013
Medina, Emma Food Services Assistant I	41/07	11/12/2013

Human Resources Division, Classified Personnel

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December 12, 2013

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Mendoza, Maricela Secretary Registrar/Records–Bilingual	53/10	11/12/2013
Morales, Fredi Avid Tutor	\$14.53/hr.	10/31/2013
Muiz-Jones, Kori Instructional Assistant–Adult Transition	51/01	11/18/2013
Ochoa, Elizabeth Substitute Food Services Assistant I	41/10	11/04/2013
Olsen, Robert Substitute Instructional Assistant–Special Abilities	51/01	11/14/2013
Olsen, Robert Substitute Instructional Assistant–Specialized Academic Instruction	43/01	11/14/2013
Oseguera, Esther Food Services Assistant I	41/01	11/12/2013
Paniagua, Edgar Substitute Custodian	48/01	11/01/2013
Paniagua, Francisco Site Custodial Supervisor I	02/03	10/29/2013
Pinkerton, Wayne Substitute Warehouse Worker–Nutrition Services	51/01	11/01/2013
Rallins, April Substitute Food Services Assistant I	41/01	11/12/2013
Recites, Leonika Food Services Assistant I	41/01	11/04/2013
Reyes, Maria Food Services Assistant I	41/02	11/04/2013
Tran, Ann Substitute Food Services Assistant I	41/01	11/07/2013
Trujillo, Martha School Community Liaison–Bilingual	47/09	10/17/2013
Uy, Erika Instructional Assistant–Behavior Support	51/01	12/02/2013
Valdovinds, Ivonne Avid Tutor	\$14.53/hr.	10/31/2013
Valenzuela, Tomasa Food Services Assistant I	41/01	11/04/2013

Human Resources Division, Classified Personnel

Board of Trustees
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Van-Kellog, Vanessa Substitute Bus Driver	55/01	11/12/2013
Ylo, Geraldine Food Services Assistant I	41/03	11/12/2013

4. **Workability, current minimum wage or stipend of \$256 effective as noted:**
(Workability Grant Funds)

	<u>Effective</u>
Baqueiro, Krystal	11/15/2013
Diarte-Vasquez, Eldrin	11/01/2013
Flores, Juan	11/04/2013
Hankins, Andrea	11/20/2013
Hollyman, Sean	11/05/2013
Hong, Paul	11/04/2013
Jewett, Gary	10/30/2013
Lopez, Norma	11/05/2013
Magana, Asusena	11/12/2013
Marcroft, Eric	11/04/2013
McCarty, Cody	10/30/2013
Mesa, Sebastian	11/01/2013
Mills, Travon	10/30/2013
Nickens, Pattie	11/15/2013
Rodriguez, Miguel	11/13/2013
Sanchez, Diana	11/15/2013
Ureno, Eric	10/30/2013
Zabodyn, Craig	11/18/2013

5. **Student Worker, \$8.00 hr.:**

Aguilera, Jordan	11/20/2013
Galvan, Brandon	11/15/2013
Garibay, Jesse	11/20/2013
Gonzalez, Katherine	11/05/2013
Gutierrez, Ketzy	11/15/2013
Hernandez, Bianca	10/29/2013
Kimbrell, Kristopher	11/18/2013
Loudenback, Molley	10/29/2013
Mesa, Sebastian	11/15/2013
Ortiz, Adrian	11/20/2013
Rael, Jessica	10/29/2013
Ramirez, Gabriela	10/29/2013
Runneals, Anthony	11/15/2013
Rynsburger, Jordan	11/20/2013
Santana, Randy	10/29/2013
Velasquez, Jose	10/29/2013
Zavala, Angel	11/15/2013

BOARD OF TRUSTEES
Minutes
Thursday, October 10, 2013

UNADOPTED

1. **CALL TO ORDER–ROLL CALL**

President Mr. Brian O’Neal called the meeting of the Anaheim Union High School District Board of Trustees to order at 2:03 p.m.

Present: Mr. Brian O’Neal, president; Mrs. Annemarie Randle-Trejo, clerk; Mrs. Katherine H. Smith and Mr. Al Jabbar, members; Dr. Elizabeth I. Novack, superintendent; Mr. Russell Lee-Sung, Mrs. Dianne Poore, and Dr. Paul Sevillano, assistant superintendents; and Mr. Jeff Riel, District counsel.

Absent: Mrs. Anna L. Piercy, assistant clerk; Mr. Russell Lee-Sung and Mrs. Dianne Poore, assistant superintendents.

2. **ADOPTION OF AGENDA**

Staff requested the following amendment to the agenda:

- On page 9, item 11.11, Student/Teacher Calendar 2014-15, under current consideration, third sentence, replace “local holiday” with “non-student/non-teacher day”

On the motion of Mrs. Smith, duly seconded and unanimously carried, the agenda was adopted.

Mrs. Piercy entered the meeting at 2:05 p.m.

3. **BOARD OF TRUSTEES AND SUPERINTENDENT STUDY SESSION**

A study session regarding roles, responsibilities, governance, and policy decisions for the Board of Trustees and superintendent was provided.

President O’Neal called for a brief recess at 2:57 p.m.; he reconvened the meeting at 3:04 p.m.

Mrs. Poore entered the meeting at 3:04 p.m.

4. **PUBLIC COMMENTS, CLOSED SESSION ITEMS**

There were no requests to speak.

5. **CLOSED SESSION**

The Board of Trustees entered closed session at 3:04 p.m.

Mr. Lee-Sung entered the meeting at 4:00 p.m.

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

6.1 **Reconvene Meeting**

The Board of Trustees reconvened into open session at 6:04 p.m.

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

Student Representative to the Board of Trustees Mr. Ibrahim Bharmal led the Pledge of Allegiance to the Flag of the United States of America and provided the moment of silence.

6.3 **Closed Session Report**

6.3.1 No reportable action taken with real property negotiator, Lincoln Avenue properties.

6.3.2 No reportable action taken regarding existing litigation (Anaheim Union High School District Construction Cases, Orange County Superior Court Case No. JCCP 4522).

6.3.3 No reportable action taken regarding negotiations.

6.3.4 No reportable action taken regarding personnel.

6.3.5 Pursuant to Government Code section 54956.9 (a), the Board of Trustees Unanimously voted to approve the settlement agreement in OAH Case No. 2013080253 resolving all outstanding issues by providing student up to 10 hours of compensatory education services, modifying the student's IEP, and reimbursing up to \$2,500, for educationally related fees and costs.

6.3.6 Pursuant to Government Code section 54956.9 (a), the Board of Trustees unanimously voted to approve the settlement agreement in OAH Case No. 2013071002, resolving all outstanding issues by reimbursing up to \$3,375, for educationally related fees and costs.

7. **INTRODUCTION OF GUESTS**

The Board of Trustees recognized our community stakeholders for their interest in the Anaheim Union High School District, for attending our Board meeting, and thanked them for their participation and contribution as we create an education environment that graduates socially aware, civic-minded students who are college and career ready for the 21st Century.

Board President Mr. Brian O'Neal introduced Mrs. Sharon Yager, CSEA; Ms. Joanne Fawley, ASTA; Mr. Mike Matsuda, NOCCCD; and Dr. Robert Cunard, ALTA.

8. **BOARD OF TRUSTEES' RECOGNITION**

8.1 **Oxford Academy, 2013 National Blue Ribbon School**

The Board of Trustees recognized Oxford Academy for being named a 2013 National Blue Ribbon School. The National Blue Ribbon Schools Program awards schools with outstanding student performance and those making significant improvements in academics. This is the first time a school in our District has been awarded Blue Ribbon status. More than 7,000 schools have received National Blue Ribbon awards since the program was started in 1982. Oxford Academy was amongst 13 other California schools and 286 total schools across the United States, who have received the federal award this year. Oxford Academy has also been recognized as a California Distinguished School. In addition, Oxford Academy was recognized by the Secretary of Education, Mr. Arnie Duncan and his staff at a national ceremony November 18, 2013, through November 19, 2013, in Washington, D.C. Representatives for AUHSD, including Trustee Smith and Superintendent Novack, were in attendance.

8.2 **Champion for Character Award, Dr. Robert Cunard, Magnolia High School Principal**

The Board of Trustees recognized Magnolia High School Principal Dr. Robert Cunard for being named a "Champion for Character" by the Southern Section California Interscholastic Federation (CIF). Fourteen years ago, the state CIF and all ten (10) sections throughout California partnered to promote the 16 principles of coaching, competing, and teaching called "Pursuing Victory with Honor." Since that time, they have seen school boards, superintendents, principals, athletic directors, and students embrace these principles in an effort to give athletes tools for success on the playing field and in life. Athletes, coaches, administrators, and media members who demonstrate these qualities are honored and highlighted for their achievements. Dr. Cunard was nominated by Magnolia High School Athletic Director Carol Sarkissian and was honored September 30, 2013, at a dinner event hosted by the Southern Section at the Queen Mary in Long Beach.

9. **REPORTS**

9.1 **Principal's Report**

Mrs. Daphne Hammer, Dale Junior High School principal, and Dr. Robert Cunard, Magnolia High School principal, presented a report on 21st Century learning.

9.2 **District English Learner Advisory Committee (DELAC) Report**

Mr. Carlos Llanos, DELAC parliamentarian and parent representative of Anaheim High School, reported on DELAC activities throughout the District.

9.3 **Student Representative's Report**

Mr. Ibrahim Bharmal, student representative to the Board of Trustees, reported on school activities throughout the District.

9.4 **Reports of Associations**

9.4.1 Ms. Joanne Fawley, ASTA president, spoke regarding the history of the relationship between ASTA and the District, current challenges faced by members of ASTA, and District negotiations with ASTA.

9.4.2 Gerry Adams, AFSCME president, shared his comments regarding a personnel legal ruling.

9.4.3 Mr. Brian Bannon, APGA co-president, highlighted anti-bullying events occurring at school sites throughout the District and shared that counselors are assisting students with college applications.

9.5 **District Highlights**

Public Information Officer Ms. Pat Karlak presented highlights of events throughout the District.

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

Mr. Arturo Montez spoke regarding the California Voting Rights Act (CVRA).

11. ITEMS OF BUSINESS

BUSINESS SERVICES

11.1 **Resolution No. 2013/14-BOT-01, National School Bus Safety Week**

Background Information:

National School Bus Safety Week is October 21, 2013, through October 25, 2013. The Anaheim Union High School District Transportation Department employs bus drivers who provide bus transportation to over 3,400 students on a daily basis. We also employ approximately 50 bus aides who assist with our student with special needs. Approximately 750,000 miles are traveled per year transporting to and from school. Our drivers also provide transportation for approximately 5,484 field trips and daily activities per year, taken by the District's schools. Our mission is to strive in providing safe, timely, and courteous transportation services to the students of the District.

Current Consideration:

The resolution recognizes the importance of school bus transportation, and the fact that many public school students in our community are dependent of school bus transportation to get to and from school on a daily basis. The Board of Trustees also recognizes the importance of school bus safety.

Budget Implication:

There is no impact on the budget.

Action:

On the motion of Mrs. Piercy and duly seconded, the Board of Trustees adopted Resolution No. 2013/14-BOT-01, National School Bus Safety Week. The roll call vote follows.

Ayes: Mr. Jabbar, Mrs. Smith, Mrs. Piercy, Mrs. Randle-Trejo, and Mr. O'Neal

Mr. John Jessie, director of transportation, introduced members of the transportation department, and expressed his gratitude for their service to the District.

11.2 **Award of Request for Proposal (RFP) 2014-03, District-Wide Facilities Master Plan and Facilities Condition and Needs Assessment Services**

Background Information:

A Facilities Master Plan (FMP) is an important document to a school district. It is developed after an intensive study and analysis of current facilities needs and then turned into an in-depth, comprehensive plan for the future with regard to facilities. The FMP gives the District direction to future projects and ultimately assists in developing a roadmap for short-term and long-term facilities planning. Most districts hire an outside firm to complete this task. Our last FMP, which is now outdated, was completed in 2001.

The process involves data gathering and analysis including new laws and regulations, current technological advances, energy savings measures, and other such considerations. The firm would provide architectural, engineering, and professional expertise to develop a ten (10) year plan that would be in alignment with the District's goals and objectives. The process is very complex and requires the expertise of a highly skilled team. This team consists of architects, engineers, cost estimators, energy assessors, technology and security professionals, capacity study experts, demographers, and the like.

Current Consideration:

Our District is in need of a current Facilities Master Plan. A District team conducted an intensive review of potential vendor candidates and has selected LPA, Inc. to recommend to

the Board. If approved, the process would start immediately in October 2013, with data gathering and would continue through April 2014 with the completion of the FMP.

Mr. Brad Minami will provide an overview of the vendor selection process, followed by Ms. Wendy Rogers, design principal with LPA, Inc., who will provide an extensive overview of the FMP process.

Budget Implication:

The total amount of the award is not to exceed \$449,500. If a General Obligation Bond is approved in a future election, the bond funding can be used to pay for all, or a large portion of this expenditure. (Routine Restricted Maintenance Fund)

Action:

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees awarded RFP 2014-03 to LPA, Inc.

EDUCATIONAL SERVICES DIVISION

11.3 Resolution No. 2013/14-E-01, Red Ribbon Week

Background Information:

Red Ribbon Week is the longest running and largest proactive drug prevention program in the United States. It is an awareness campaign about the dangers of drug abuse, which is also intended to be an experiential learning lesson for children and adults alike, and a plan to help parents, schools and others deliver effective anti-drug themes in a positive way. Red Ribbon Week will be celebrated in every community in America during the month of October.

Current Consideration:

The District will acknowledge Red Ribbon Week, October 21-25, 2013, and will encourage all staff to wear red ribbons and participate in anti-drug awareness activities. This year's theme is, "A Healthy Me is Drug Free."

Budget Implication:

There is no impact on the budget.

Action:

On the motion of Mrs. Piercy and duly seconded, the Board of Trustees adopted Resolution No. 2013-14-E-01, for Red Ribbon Week. The roll call vote follows.

Ayes: Mr. Jabbar, Mrs. Smith, Mrs. Piercy, Mrs. Randle-Trejo, and Mr. O'Neal

11.4 Public Hearing, Sufficiency of Textbooks and Instructional Materials

Background Information:

In response to the Williams Settlement Legislation, each year the Board of Trustees is requested to hold a public hearing to determine that each pupil in the District has sufficient textbooks and instructional materials. Notice of the public hearing is posted in three (3) public places in the District, ten (10) days prior to the public hearing, in an effort to encourage community participation.

Current Consideration:

Notice of the public hearing was posted in three (3) public places in the school District, ten (10) days prior to the public hearing, to determine that each pupil in the District has sufficient textbooks and instructional materials for the 2013-14 year.

Budget Implication:

Textbooks and instructional materials are purchased as necessary to achieve compliance.
(Lottery Funds)

Action:

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees opened a public hearing, at 7:48 p.m., to provide the public with an opportunity to speak on the sufficiency of textbooks and instructional materials.

There were no requests to speak.

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees closed the public hearing, at 7:48 p.m.

11.5 **Resolution No. 2013/14-E-02, Textbooks and Instructional Materials Compliance for 2013-14**

Background Information:

Per Education Code Section 60229 and as required in the Williams Settlement Legislation, the Board holds an annual public hearing to determine if each pupil in the District has sufficient textbooks and instructional materials. Textbooks and instructional materials are aligned to the content and performance standards adopted by the State Board of Education.

Current Consideration:

The Board will hold its annual public hearing October 10, 2013, to determine if each pupil in the District has sufficient textbooks or instructional materials, in history-social science, mathematics, reading, English language arts, science, health, and foreign languages. The Orange County Department of Education has verified that the District has met Williams Settlement Legislation textbook and instructional materials requirements.

Budget Implication:

Textbooks and instructional materials were purchased as necessary to achieve compliance.
(Lottery Funds)

Action:

On the motion of Mrs. Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2013/14-E-02, Textbooks and Instructional Materials Compliance for 2013-14. The roll call vote follows.

Ayes: Mr. Jabbar, Mrs. Smith, Mrs. Piercy, Mrs. Randle-Trejo, and Mr. O'Neal

11.6 **Agreement, College Board College Readiness System Products and Services**

Background Information:

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, as well as increase students' readiness for college expectations. The College Board provides national college readiness assessments that include RediStep for eighth grade and PSAT tenth grade assessment, which will provide students and parents with college readiness data. These assessments will also expose students to a wealth of college planning and preparation tools to keep them actively involved in the process.

Current Consideration:

The District, pending Board approval, will purchase the RediStep assessment for all eighth grade students and PSAT assessment for all tenth grade students. Both assessments will be administered to all students October 16, 2013. The college readiness assessment data will

be used to inform students and parents how their student is progressing towards college preparation. Additional college planning tools and online parent resources will be provided by the College Board to support college preparation. College parent nights and classroom presentations will be provided at schools to inform parents and students on how to use the assessment data for college preparation. The RediStep and PSAT assessment data will also be utilized by school counselors for student placement decisions for honors and advanced placement courses. Additionally, utilization of the aforementioned instrument will continue to promote academic curricular relevance and rigor.

Budget Implication:

The College Board will provide the District with a 75 percent discount off the purchase price for the RediStep and a 25 percent discount for the PSAT assessments. Costs for these assessments, which are included in current schoolhouse budgets, are not to exceed \$67,651.50. (LCFF Supplemental Funds)

Action:

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees approved the agreement between College Board and the Anaheim Union High School District. Services and products will be provided October 11, 2013, through June 30, 2014.

11.7 **Grant Award, California State University, Fullerton, Science, Technology, Engineering, and Math (STEM Grant)**

Background Information:

Anaheim Union High School District (AUHSD) has partnered with California State University, Fullerton (CSUF) through several grants, which have included professional development and curriculum development opportunities for content teachers. The District has also prioritized STEM (Science, Technology, Engineering, and Math) opportunities for professional development for interested teachers. This STEM grant was developed to support underperforming student populations, especially Hispanics and English learners who do not typically qualify for four (4) year institutions, do not enter college, or do not choose to major in strategically important STEM majors.

Current Consideration:

CSUF and AUHSD have applied and were awarded with a prestigious research grant supported by the National Science Foundation valued at \$1.5 million dollars that will support dual immersion students in STEM. The three (3) year project, titled "Transforming Academic and Cultural Identity through Biliteracy (TACIB)," will support six (6) AUHSD teachers and six (6) Anaheim City Elementary District teachers, who will collaborate with CSUF science and math professors to develop contextualized curriculum aligned with implementation of Next Generation Science and Common Core mathematics in the junior high. The research goal of TACIB is to determine whether a dual immersion STEM program will influence Hispanics entering the seventh and eighth grade at Sycamore Junior High School in deciding to become STEM majors. This project plans to collect data on students in dual language programs, in the Anaheim City School District and AUHSD. It will build on the bilingual skills of these students to determine if the program can enhance the interest and familiarity of math and science through enhancing cultural identity, integrating after school activities, and build on the content knowledge of their parents. The grant also includes the Discovery Center partnership, which will provide after school STEM activities for junior high students in the Dual Immersion Academy at Sycamore Junior High School beginning in 2014-15.

Budget Implication:

There is no cost to the District for these services. The grant is valued at up to \$1.5 million over three (3) years.

Action:

On the motion of Mrs. Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the grant award from California State University, Fullerton. Services will be provided October 11, 2013, through August 31, 2016.

11.8 **School Sponsored Student Organizations, Anaheim, Savanna, and Western High Schools**

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:

Metal Club, Anaheim High School
Future Business Leaders of America (FBLA), Savanna High School
Urban Dance Club, Savanna High School
Do Your Part, Western High School
League of Legends Club, Western High School

Budget Implication:

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

Action:

On the motion of Mrs. Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the school sponsored student organization applications.

11.9 **Local Control Accountability Plan/Local Control Funding Formula Presentation**

Background Information:

The 2013-14 Local Control Funding Formula (LCFF) originated out of Assembly Bill (AB) 97, which is the most sweeping revision to California's school finance system in over 40 years. The LCFF eliminates the revenue limit/categorical system of school finance. The LCFF provides equal base grants per pupil, for four (4) grade spans and are the same for all school districts, as well as charter schools. LCFF also provides supplemental funding based on fixed percentages of the base grant amounts per pupil. Supplemental and concentration grant funding is based on the percentage of English learners, free and reduced meal program (FRPM), and foster youth.

The Local Control Accountability Plan (LCAP), enacted as part of the LCFF, is an accountability system between local school districts and the state for spending LCFF funds. For each fiscal year, LCAP must include annual goals and specific actions based on state priorities for all students, as well as "numerically significant subgroups" and include a description of expenditures. On or before July 1, 2014, and every three (3) years thereafter, each Local Education Agency (LEA) must adopt the LCAP using the template provided by the State Board of Education (SBE). The LCAP adoption process includes consultation and review with teachers, principals, school personnel, students, local bargaining units, parent advisory committee, and English learner parent advisory committee. Finally, all LEA's must have their LCAP approved by their county office of education.

Current Consideration:

Assistant Superintendent of Business Services, Mrs. Dianne Poore, will present information on the budget implications for Local Control Funding Formula (LCFF) and Assistant Superintendent of Educational Services, Dr. Paul Sevillano, will provide an overview of the Local Control Accountability Plan.

Budget Implication:

The LCFF and LCAP will significantly alter the budget development and budget approval process for the 2014-15 year.

Action:

The Board of Trustees received an informational overview of LCFF and LCAP as presented by Assistant Superintendent, Business Services, Mrs. Poore and Assistant Superintendent, Educational Services, Dr. Sevillano.

HUMAN RESOURCES DIVISION

11.10 Resolution No. 2013/14-HR-01, Concerning the Reinstatement of Classified Positions from the 2008-09, 2009-10, and 2011-12 Reductions in Force

Background Information:

The Board of Trustees took action during the 2008-09, 2009-10, and 2011-12 years to reduce particular kinds of services provided by classified employees. These actions were necessitated by the state-wide budget crisis and significant reductions in District revenues. Reinstatement of positions is based on the current needs of the District and the availability of funds.

Current Consideration:

The resolution provides the reinstatement of six (6) positions: two (2) custodian positions will be reinstated, one (1) custodian position will be restored from a nine (9) month work year to a 12 month work year, two (2) part time campus safety aide positions at 3.75 hours will be reinstated, and one (1) ASB technician position will be restored from a six (6) hour position to an eight (8) hour position. The reinstatement will be effective retroactive to October 1, 2013, for custodian positions and effective October 14, 2013, for the campus safety aide and ASB technician positions. The reinstatement process will be in accordance with the requirements of the Education Code and offered to employees by seniority.

Budget Implication:

The cost for these positions is \$192,000 and is a budgeted General Fund expenditure.

Action:

On the motion of Mrs. Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2013/14-HR-01, Reinstatement of Classified Positions, to reinstate six (6) classified positions. The roll call vote follows.

Ayes: Mr. Jabbar, Mrs. Smith, Mrs. Piercy, Mrs. Randle-Trejo, and Mr. O'Neal

11.11 Student/Teacher Calendar, 2014-15

Background Information:

The Student/Teacher Calendar is an instructional calendar that is negotiated between the District and the Anaheim Secondary Teacher's Association (ASTA). The District and ASTA engaged in negotiations and reached a tentative agreement for a Student/Teacher Calendar for the 2014-15 year.

Current Consideration:

The 2014-15 Student/Teacher Calendar maintains a similar pattern as the calendar of the current year and the previous two (2) years. The first work day for teachers will be August 21, 2013, and the first day for students is August 25, 2013. However, unlike in previous years, the day prior to Veteran's Day, November 10, 2014, has been designated as a local holiday. To keep the same number of student and teacher days, an additional day has been added to the end of the school year. Therefore, the last day for students will be June 11, 2015, and the last work day for teachers will be June 12, 2015. There will be 180 instructional days and 185 teacher work days. Additionally, federal legal holidays and District holidays are designated.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Mrs. Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees adopted the 2014-15 Student/Teacher Calendar.

SUPERINTENDENT'S OFFICE

11.12 Board Policy 9800, AUHSD Foundation, Second Reading

Background Information:

On May 13, 2013, the Board of Trustees held a study session with the Board of Directors of the AUHSD Foundation (Foundation) to discuss roles and responsibilities, protocols, and policies regarding fundraising activities to benefit our students. The Board is committed to providing the best educational opportunities possible for all students, which is only limited by the public resources available to the District. The Foundations' mission is to enhance the learning experience for all students by monetary and in-kind donations leading to structured programs in sports, academics, and the arts. At the aforementioned study session, the Board and Foundation expressed an interest in collaborating to provide greater support for both co-curricular and extra-curricular activities throughout the District. In preparing a draft policy regarding corporate sponsorship, it was determined that the Board did not have a policy regarding the AUHSD Foundation.

The Board of Trustees was presented with the first reading of new Board Policy 9800 in consideration of the partnership between AUHSD and the AUHSD Foundation at the September 19, 2013, Board of Trustees meeting.

Current Consideration:

The Board of Trustees is requested to review the second reading of Board Policy 9800, regarding working with the AUHSD Foundation.

Budget Implication:

There is no fiscal impact to the District.

Action:

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees approved the second reading of Board Policy 9800, AUHSD Foundation.

11.13 Board Policy 9801, Corporate Sponsorship and Naming Rights, Second Reading

Background Information:

On May 13, 2013, the Board of Trustees held a study session with the Board of Directors of the AUHSD Foundation (Foundation) to discuss roles and responsibilities, protocols, and policies regarding fundraising activities to benefit our students. The Board is committed to

providing the best educational opportunities possible for all students, which is only limited by the public resources available to the District. The Foundations' mission is to enhance the learning experience for all students by monetary and in-kind donations leading to structured programs in sports, academics, and the arts. At the aforementioned study session, the Board and Foundation expressed an interest in collaborating to provide greater support for both co-curricular and extra-curricular activities throughout the District.

Current Consideration:

Following the study session, on May 13, 2013, staff was directed to bring back for the Board's consideration a policy that provides guidance regarding fundraising activities throughout the District. Consequently, the Board of Trustees reviewed for first reading, new Board Policy 9801, Corporate Sponsorship and Naming Rights at the September 19, 2013, Board of Trustees meeting.

Budget Implication:

There is no fiscal impact to the District.

Action:

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees approved the second reading of Board Policy 9801, Corporate Sponsorship and Naming Rights.

11.14 **Revised Policy 10110: Number of Adult/Student Members and Terms of Office, Second Reading**

Background Information:

At the August 22, 2013, Board meeting the Board further discussed the implications of the demographic study regarding historic voting patterns within the District, reviewed Board Policy 10110 regarding the election process, and reviewed a draft timeline regarding the process if the Board were to move toward a residency based election system. Consistent with the proposed timeline, the Board directed staff to revise Board Policy 10110 to reflect a by-trustee area election system. On September 19, 2013, the Board made minor revisions following the first reading.

Current Consideration:

The Board of Trustees is requested to review the second reading of revised Board Policy 10110 regarding the election process for the Board of Trustees.

Budget Implication:

There is no budget implication at this time.

Action:

On the motion of Mrs. Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the second reading of revised Board Policy 10110, Number of Adult/Student Members and Terms of Office.

11.15 **Demographic Study: Trustee Voting Patterns**

Background Information:

On December 6, 2012, staff presented information regarding the Board's election system, relevant education code and election code provisions, as well as the California Voting Rights Act. On March 28, 2013, staff presented information about conducting a demographic study to assist the Board in addressing the complex issues related to the California Voting Rights Act, trustee area districting or redistricting, and voting processes or procedures. On June 18, 2013, and July 11, 2013, the Board reviewed the findings from the demographic study and discussed implications associated with voting patterns related to Board elections. On

August 22, 2013, the Board reviewed Board Policy 10110 and a draft timeline should the Board move toward a by-trustee area election system. The Board directed staff to amend Board Policy 10110 and proceed with activities based on the draft timeline presented. On September 19, 2013, the Board reviewed the first reading of amended Board Policy 10110, which indicated a shift to by-trustee area elections. With few changes, Board Policy 10110 was brought back for a second reading for tonight's meeting.

Current Consideration:

According to the timeline associated with moving to by-trustee area elections by November 2014, at the November 7, 2013, Board meeting, the Board would review trustee area boundary scenarios that, if approved by the Board, would be presented at several community meetings for community input on the various trustee area boundary scenarios. In preparation for the November 7, 2013, Board meeting, staff, in conjunction with Mr. Larry Ferchaw and Mr. Spencer Covert, have prepared a presentation to review the legal considerations for developing trustee area boundaries under both the California Voting Rights Act and the Federal Voting Rights Act, review the process for drawing possible trustee boundaries, and receive input from the Board regarding considerations in developing trustee areas. To assist the discussion, Mr. Ferchaw will provide several sample trustee area maps for review that illustrate different configurations of trustee areas. In addition, staff is scheduling a possible study session for November 1, 2013, to provide an opportunity to review in more depth possible trustee area boundary maps in preparation for the November 7, 2013, Board meeting.

Budget Implication:

There is no known implication to the budget at this time.

Action:

The Board of Trustees reviewed and discussed the information presented, as well as provided guidance to staff and consultants for further development of possible trustee area scenarios for review and consideration by the Board on November 7, 2013.

12. **CONSENT CALENDAR**

On the motion of Mrs. Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved/ratified the following consent calendar.

BUSINESS SERVICES DIVISION

12.1 ***Special Services Agreement with Demsey, Filliger and Associates, LLC***

Background Information:

Government Code Section 53060 authorizes public agencies to contract with specially trained, experienced, and competent persons for professional services. In order to comply with the Government Accounting Standards Board (GASB) 45 regulations regarding retirement benefit liabilities, specialized actuarial services are needed to prepare a valuation of the District's retiree health insurance program. Demsey, Filliger and Associates, LLC, performed actuarial services on the original study of retirement benefit liabilities as of July 1, 2008, and provided an updated valuation of liabilities, as well as a comparison as of July 1, 2010.

Current Consideration:

A valuation of retirement benefit liabilities as of July 1, 2012, is now due. The actuarial valuation is needed by the auditors for their June 30, 2013, closing of the District's financial reports.

Budget Implication:

Cost of actuarial services would not exceed \$5,500. (General Funds)

Action:

The Board of Trustees approved the agreement with Demsey, Filliger and Associates, LLC.

12.2 **Run-Off Claims Administration Agreement with Keenan & Associates for Industrial Injuries**

Background Information:

The District workers' compensation program for industrial injuries prior to 1996 was fully self-insured, as permitted by California Education Code Section 17566 and the California Department of Self-Insurance Plans.

Current Consideration:

Self-insurance claims with a date of injury prior to October 1, 1996, have been administered by Keenan and Associates since first occurrence of the injuries. Although these claims were settled long ago, claimants have not been willing to settle out the future medical care option in their original legal action, thereby considered "Run-off Claims". There are claims that remain open that require further administration by Keenan and Associates. The earliest open self-insured claim is for a work injury that occurred in 1988. This agreement is to renew claims administration services for the period October 1, 2013, through September 30, 2014.

Budget Implication:

The cost of the agreement is not to exceed \$6,500, which is unchanged from last year. (Workers' Compensation Fund)

Action:

The Board of Trustees approved the Run-Off Claims Administration agreement with Keenan and Associates.

12.3 **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 authorized proper disposal in accordance with Education Code Section 60510 et al.

12.4 **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.

12.5 **Donations**

Action:

The Board of Trustees accepted the donations as listed.

12.6 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the check register/warrants report, September 10, 2013, through September 30, 2013.

12.7 **Purchase Order Detail Report**

Action:

The Board of Trustees ratified the Purchase Order Detail Report, September 10, 2013, through September 30, 2013.

12.8 **Supplemental Information**

12.8.1 Cafeteria Report, July 2013

12.8.2 Enrollment Report, Month 1

EDUCATIONAL SERVICES DIVISION

12.9 **Amendment, Orange County Superintendent of Schools Tobacco Use Prevention Education (TUPE)**

Background Information:

In December 2010, the Board of Trustees approved a grant award with the Orange County Superintendent of Schools for the Tobacco Use Prevention Education (TUPE) grant. District schools have been a partner in a consortium managed by the Orange County Department of Education during that time. The respective curriculums (Project ALERT in junior high schools and Project Towards No Drugs (TND) in ninth grade) have been taught in seventh, eighth, and ninth grade and each participating school has involved students in youth development activities designed to develop anti-tobacco advocacy campaigns. The initial three (3) year cycle of the grant was due to expire at the end of the 2012-13 year, however, the state allowed approximately one-half of the high-performing consortiums to have an automatic extension of one (1) more year and the consortium the District belongs to was one (1) of those. As a result of receiving the extra year, additional funds have been allocated to the county to fund the TUPE program for this additional school year.

Current Consideration:

Due to the state's decision to extend the TUPE grant one extra year, the District's portion of additional funding is \$141,911, which increases the total dollar amount of the grant to \$546,478.50 after adjustments. The original grant amount of \$454,585 was decreased last year to \$404,567.50, due to funding cuts by the state. In addition, the effective date of the agreement will change from July 1, 2010, through June 28, 2013, to July 1, 2010, through June 30, 2014.

Budget Implication:

There is no cost to the District for these services. (TUPE Grant Funds)

Action:

The Board of Trustees ratified the agreement with the Orange County Superintendent of Schools. Services are being provided July 1, 2010, through June 30, 2014.

12.10 **Ratification, Memorandum of Understanding, Orange County United Way (OCUW)**

Background Information:

Destination Graduation is an education initiative sponsored by Orange County United Way (OCUW) to ensure that all students graduate from high school, college and career ready. OCUW works with eight (8) high schools and six (6) intermediate/junior high schools in Orange County. Katella and Savanna high schools currently participate in the program. Beginning the 2013-14 year, Brookhurst and South junior high schools have been added to the grant. The purpose of the grant is to support the academic enhancement efforts of the AVID program, provide AVID students with additional college and career exposure opportunities, and aid in their development of 21st Century skills.

Current Consideration:

This agreement provides funds for the Advancement Via Individual Determination (AVID) Program for instructional support services. Participation in the Destination Graduation Initiative provides stipends, substitute costs, and reimbursement for travel-related expenses for teachers attending AVID training, and reimbursement for tutors, as well as classroom materials for the AVID elective classes. The contract from OCUW was received by the Educational Services Division September 2, 2013.

Budget Implication:

Each School participating in this program receives \$8,025, for a total amount not to exceed \$32,100. The amount for the 2012-13 year was \$21,830, for two (2) schools. (Destination Graduation AVID Funds)

Action:

The Board of Trustees ratified the memorandum of understanding between the Anaheim Union High School District and Orange County United Way, July 1, 2013, through June 30, 2014.

12.11 **Special Education Legal Alliance (Alliance) Membership**

Background Information:

The Special Education Legal Alliance (Alliance) is a collaborative 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. The Alliance also supports various legal issues related to special education matters that have significant impact on districts throughout the county. To fund the Alliance, each participating district provides \$.15 per ADA. The District has been implementing this membership since 2005.

Current Consideration:

The Alliance provides 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:

Costs for these services are not to exceed \$4,583.76. (Special Education Funds)

Action:

The Board of Trustees approved the payment of membership dues to the Orange County Special Education Legal Alliance. Services will be provided October 11, 2013, through June 30, 2014.

12.12 **News-2-You Membership**

Background Information:

News-2-You is a curriculum tool utilized in moderate to severe special education programs. It is a symbol-supported, simple text electronic newspaper delivered weekly on the Internet. Its focus is on current events. Each issue is wrapped around a newsworthy and subject appropriate event of interest to readers. For the past seven (7) years, the District's special education teachers have been successfully using News-2-You tools including: online newspapers, differentiated worksheets and templates, structured practice online games, and the SymbolStix library of 12,000 picture symbols, which enable teachers to create materials specific to individual student needs.

Current Consideration:

The purpose for renewing the District's membership to News-2-You is to allow students with moderate to severe disabilities to have access to understandable reading activities that are standards-based and age appropriate.

Budget Implication:

The cost of weekly online News-2-You newsletter will be for 25 teachers at an amount not to exceed \$3,312. The amount paid for the 2012-13 year was \$2,800 for 20 teachers. (Special Education Funds)

Action:

The Board of Trustees approved an annual membership for News-2-You. The membership will be in effect from October 11, 2013, through October 10, 2014.

12.13 **Instructional Materials Submitted for Adoption**

Action:

The Board of Trustees adopted the selected materials for display, recommended by the Instructional Materials Review Committee, for basic and supplemental courses, which include AVID, Computer Science, and Non-Departmental. The books have been made available for public view.

12.14 **Instructional Materials Submitted for Display**

Action:

The Board of Trustees approved the selected materials for display, which have been recommended by the Instructional Materials Review Committee, for basic and supplemental courses in English and Science. 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, October 10, 2013, through November 7, 2013.

12.15 **Individual Service Contracts**

Action:

The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

12.16 **Field Trip Report**

Action:

The Board of Trustees approved/ratified the field trip report as submitted.

HUMAN RESOURCES DIVISION

12.17 **2013-14 First Quarterly Report, Williams Uniform Complaints**

Background Information:

The Williams Uniform Complaints report summarizes all complaints relative to adequate textbooks and instructional materials, teacher vacancies or misassignments, facilities conditions, and intensive instruction, as well as services for students who have not passed the California High School Exit Examination (CAHSEE) by the end of the 12th grade. This is a quarterly report required by Education Code Section 35186, which is submitted to the Orange County Department of Education.

Current Consideration:

The Williams Uniform Complaints First Quarterly Report, for the period July 1, 2013, through September 30, 2013, states there were no complaints during this quarter.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees accepted the 2013-14 First Quarterly Report, Williams Uniform Complaints.

12.18 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the certificated personnel report as submitted.

12.19 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the classified personnel report as submitted.

SUPERINTENDENT'S OFFICE

12.20 **Board of Trustees' Meeting Minutes**

12.20.1 September 3, 2013, Regular Meeting

12.20.2 September 19, 2013, Regular Meeting

Action:

The Board of Trustees approved the minutes as submitted.

13. SUPERINTENDENT AND STAFF REPORT

Dr. Novack recognized Mrs. Ellis for her support of the Superintendent's Office as interim senior executive assistant, Ms. Karlak for her work with the Bring Back the Splash initiative, and Mrs. Cobian for her work as interim executive assistant to the superintendent.

Dr. Sevillano discussed the October 25, 2013, collaborative planning meeting concerning college and career readiness.

Mr. Lee-Sung reported that at the next Board of Trustees' meeting staff will have a recommendation for principal, Lexington Junior High School.

14. **BOARD OF TRUSTEES' REPORT**

Mr. Jabbar attended Back-to-School Nights at Katella and Anaheim high schools, as well as Ball Junior High School, and an Anaheim City Council meeting.

Mrs. Smith shared her attendance at Back-to-School Night at Dale Junior High School.

Mrs. Piercy attended the Sister City Commission meeting, Back-to-School Nights at Dale Junior High School and Katella High School, lunch meeting with ROP Superintendent Dr. Worley and AUHSD Superintendent Dr. Novack, as well as the Insurance Committee meeting.

Mrs. Randle-Trejo shared her attendance at the City of La Palma/AUHSD Liaison meeting, City of Anaheim/AUHSD Liaison meeting, varsity volleyball games, and College Night at Oxford Academy.

Mr. O'Neal attended the Sister City Commission meeting, Back-to-School Nights at Anaheim High School, as well as Brookhurst, Ball, and Lexington junior high schools, lunch meeting with ROP Superintendent Dr. Worley and AUHSD Superintendent Dr. Novack, Common Core math class at Anaheim High School, and City of La Palma/AUHSD Liaison meeting.

15. **ADVANCE PLANNING**

15.1 **Future Meeting Dates**

The Board of Trustees will participate in a facilities tour and study session Friday, November 1, 2013. The next regular meeting of the Board of Trustees will be held Thursday, November 7, 2013, at 6:00 p.m.

The last meeting for 2013 will be held Thursday, December 12, 2013, which is the annual organizational meeting.

15.2 **Suggested Agenda Items**

There were no suggested agenda items.

16. **ADJOURNMENT**

On the motion of Mr. Jabbar, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 9:14 p.m.

Approved _____
Clerk, Board of Trustees

ANAHEIM UNION HIGH SCHOOL DISTRICT

501 N. Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520, www.auhsd.us

**BOARD OF TRUSTEES
Special Meeting Minutes
Wednesday, October 30, 2013**

UNADOPTED**1. CALL TO ORDER–ROLL CALL**

President Mr. Brian O’Neal called the meeting of the Anaheim Union High School District Board of Trustees to order at 4:36 p.m.

Present: Mr. Brian O’Neal, president; Mrs. Annemarie Randle-Trejo, clerk; Mrs. Anna L. Piercy, assistant clerk; Mrs. Katherine H. Smith and Mr. Al Jabbar, members; and Dr. Elizabeth I. Novack, superintendent.

2. ADOPTION OF AGENDA

On the motion of Mr. Jabbar, the agenda was adopted.

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 4:36 p.m.

5. RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND REPORT OUT**5.1 Reconvene Meeting**

The Board of Trustees reconvened into open session at 8:05 p.m.

5.2 Pledge of Allegiance

Board President Mr. Brian O’Neal led the Pledge of Allegiance to the Flag of the United States of America.

5.3 Closed Session

Board Clerk Annemarie Randle-Trejo reported the following actions taken during closed session:

5.3.1 No reportable action taken regarding personnel.

6. ADJOURNMENT

On the motion of Mrs. Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 8:06 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

**BOARD OF TRUSTEES
Special Meeting Minutes
Friday, November 1, 2013**

UNADOPTED**1. CALL TO ORDER–ROLL CALL**

President Mr. Brian O’Neal called the meeting of the Anaheim Union High School District Board of Trustees to order at 9:00 a.m.

Present: Mr. Brian O’Neal, president; Mrs. Annemarie Randle-Trejo, clerk; Mrs. Anna L. Piercy, assistant clerk; Mrs. Katherine H. Smith and Mr. Al Jabbar, members; Dr. Elizabeth I. Novack, superintendent; Mrs. Dianne Poore and Dr. Paul Sevillano, assistant superintendents; and Mr. Jeff Riel, District counsel.

Absent: Mr. Russell Lee-Sung, assistant superintendent.

2. ADOPTION OF AGENDA

On the motion of Mrs. Piercy, the agenda was adopted.

3. PLEDGE OF ALLEGIANCE

Board President Mr. Brian O’Neal led the Pledge of Allegiance to the Flag of the United States of America.

4. PUBLIC COMMENTS, OPEN AND CLOSED SESSION ITEMS

There were no requests to speak.

5. ITEMS OF BUSINESS**District Facilities Update and Tour**

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 listed on the exhibit.

President Brian O’Neal called for a recess at 12:08 p.m.; he reconvened the meeting at 1:03 p.m.

6. BOARD OF TRUSTEES’ STUDY SESSION

On October 10, 2013, the Board of Trustees approved Board Policy 10110, which modified the Board’s election system from at-large voting to by-trustee area voting. During the meeting, Mr. Larry Ferchaw presented for review several examples of possible trustee area maps, which were attached as an exhibit. At the November 7, 2013, Board meeting, the Board will consider several proposed trustee area maps that the Board will narrow to those trustee area maps that will be presented to the community for public input. In preparation for the November 7, 2013, Board meeting, the Board held a study session to review the creation of trustee area boundaries for consideration on November 7, 2013.

7. **CLOSED SESSION**

The Board of Trustees entered closed session at 2:19 p.m.

8. **RECONVENE MEETING AND CLOSED SESSION REPORT OUT**

8.1 **Reconvene Meeting**

The Board of Trustees reconvened into open session at 4:38 p.m.

8.2 **Closed Session Report**

Board Clerk Annemarie Randle-Trejo reported the following actions taken during closed session:

8.2.1 No reportable action taken regarding negotiations.

9. **ADJOURNMENT**

On the motion of Mrs. Smith, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 4:39 p.m.

Approved _____
Clerk, Board of Trustees

ANAHEIM UNION HIGH SCHOOL DISTRICT

501 N. Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520, www.auhsd.us

**BOARD OF TRUSTEES
Special Meeting Minutes
Wednesday, November 6, 2013**

UNADOPTED**1. CALL TO ORDER–ROLL CALL**

President Mr. Brian O’Neal called the meeting of the Anaheim Union High School District Board of Trustees to order at 4:07 p.m.

Present: Mr. Brian O’Neal, president; Mrs. Annemarie Randle-Trejo, clerk; Mrs. Anna L. Piercy, assistant clerk; Mrs. Katherine H. Smith and Mr. Al Jabbar, members.

2. ADOPTION OF AGENDA

On the motion of Mrs. Randle-Trejo, the agenda was adopted.

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 4:07 p.m.

5. RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND REPORT OUT**5.1 Reconvene Meeting**

The Board of Trustees reconvened into open session at 7:44 p.m.

5.2 Pledge of Allegiance

Board President Mr. Brian O’Neal led the Pledge of Allegiance to the Flag of the United States of America.

5.3 Clerk’s Report Out

Board Clerk Annemarie Randle-Trejo reported the following actions taken during closed session:

5.3.1 No reportable action taken regarding personnel.

6. ADJOURNMENT

On the motion of Mr. Jabbar, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 7:45 p.m.

Approved _____
Clerk, Board of Trustees

BOARD OF TRUSTEES
Minutes
Thursday, November 7, 2013

UNADOPTED

1. **CALL TO ORDER–ROLL CALL**

President Mr. Brian O’Neal called the meeting of the Anaheim Union High School District Board of Trustees to order at 3:01 p.m.

Present: Mr. Brian O’Neal, president; Mrs. Anna L. Piercy, assistant clerk; Mrs. Katherine H. Smith and Mr. Al Jabbar, members; Dr. Elizabeth I. Novack, superintendent; Mrs. Dianne Poore, Mr. Russell Lee-Sung, and Dr. Paul Sevillano, assistant superintendents; and Mr. Jeff Riel, District counsel.

Mrs. Annemarie Randle-Trejo, clerk, entered the meeting at 3:02 p.m.

2. **ADOPTION OF AGENDA**

Staff requested the following amendments to the agenda:

- On page 1, pull closed session item 4.4
- Replace Exhibit B with revised Exhibit B
- Replace Exhibit E with revised Exhibit E
- On page 7, pull open session item 11.6

On the motion of Mr. Jabbar, 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 3:03 p.m.

5. **RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND CLOSED SESSION REPORT OUT**

5.1 **Reconvene Meeting**

The Board of Trustees reconvened into open session at 6:01 p.m.

5.2 **Pledge of Allegiance and Moment of Silence**

Student Representative to the Board of Trustees Mr. Ibrahim Bharmal led the Pledge of Allegiance to the Flag of the United States of America and provided the moment of silence.

5.3 **Closed Session Report**

Board Clerk Mrs. Randle-Trejo 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 action to approve the appointment of Sam Joo, principal, Lexington Junior High School.
- 5.3.4 This item was pulled prior to the adoption of the agenda.
- 5.3.5 No reportable action taken regarding litigation.
- 5.3.6 The Board of Trustees took formal action to approve the expulsion of the following students:
 - 1. 13-00 under Education Code 48900(b) and 48915(a)(2)
 - 2. 13-01 under Education Code 48900(c) and 48915(b)(1)
 - 3. 13-02 under Education Code 48900(a)(2), 48915(a)(1), and 48915(b)(1)
 - 4. 13-03 under Education Code 48900(b), 48900(j), 48900(f), 48900(h), 48915(a)(2), 48915(b)(1), and 48915(b)(2)

Mr. Sam Joo thanked the Board and Cabinet. Mr. Joo shared he is honored and humbled by the offer of the position of principal, Lexington Junior High School.

6. **INTRODUCTION OF GUESTS**

The Board of Trustees recognized our community stakeholders for their interest in the Anaheim Union High School District, for attending our Board meeting, and thanked them for their participation and contribution as we create an education environment that graduates socially aware, civic-minded students who are college and career ready for the 21st Century.

Board of Trustees' President Mr. Brian O'Neal introduced Ms. Joanne Fawley, ASTA; Mr. Gerry Adams, AFSCME; Mrs. Sharon Yager, CSEA; Mr. Kyle Hendricksen, APGA; Dr. Robert Cunard, ALTA; and Mr. Mike Matsuda, NOCCCD.

7. **BOARD OF TRUSTEES' PRESENTATION**

Kennedy High School Choir Performance

The Anaheim Union High School District Board of Trustees proudly presented a performance by students from Kennedy High School, under the direction of Mrs. Sarah Anderson.

8. **BOARD OF TRUSTEES' RECOGNITION**

8.1 **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 was presented to each employee of the District with perfect attendance for the 2012-13 year. A Gold Apple Award was presented to each employee with three (3) consecutive years of perfect attendance. Congratulations to staff who have earned this coveted recognition.

8.2 **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 has 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:

Shatha Altawah	12 th Grade Student	Kennedy High School
Lawrenne Cobarrubia	12 th Grade Student	Kennedy High School
Dan Davidson	Teacher	Loara High School
Matthew Griffin	Assistant Principal	Savanna High School
Ron Hoshi	Assistant Principal	Oxford Academy
Robert Jenkins	Landscape Designer	Hirsch & Associates
Angela Lewis	Teacher	Anaheim High School
Michael "Jay" Martz	12 th Grade Student	Cypress High School
Brian McNamara	Coach-Varsity Cross Country	Cypress High School
Jasmine Mejia	9 th Grade Student	Anaheim High School
Marina Patten	11 th Grade Student	Anaheim High School
Ryan Ruelas	Teacher	Anaheim High School
Vanessa Saldivar	9 th Grade Student	Katella High School
Aaron Yim	Teacher	Magnolia High School

9. **REPORTS**

9.1 **Principals' Report**

Dr. Anna Corral, Anaheim High School principal, and Mr. Joe Carmona, Sycamore Junior High School principal, presented a report on 21st Century learning.

9.2 **District Advisory Council (DAC) Report**

Mrs. Lori Dinwiddie, DAC president and parent representative of Kennedy High School, reported on DAC activities throughout the District.

9.3 **Student Representative's Report**

Mr. Ibrahim Bharmal, student representative to the Board of Trustees, reported on school activities throughout the District.

9.4 **Reports of Associations**

9.4.1 Ms. Fawley, ASTA president, thanked the Board and Cabinet for working with ASTA to reach a tentative agreement.

9.4.2 Mr. Adams, AFSCME president, shared that the Board or Cabinet could contact him regarding an employee termination. He declined to share additional information publicly.

9.4.3 Mr. Hendrickson, APGA co-president, shared that APGA is looking forward to settling their contact.

9.5 **District Highlights**

Public Information Officer Ms. Pat Karlak presented highlights of events throughout the District.

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

There were no requests to speak at this time.

11. **ITEMS OF BUSINESS**

EDUCATIONAL SERVICES DIVISION

11.1 **Resolution No. 2013/14-E-03, Day of the Special Educator**

Background Information:

Day of the Special Educator is a day observed throughout the nation to recognize the anniversary of the signing of the nation's first federal special education law by Gerald R. Ford on December 2, 1975. Special Education Day, the national holiday, began in 2005. That year marked the 30th anniversary of the Individuals with Disabilities Education Act (IDEA).

Current Consideration:

The District will acknowledge Day of the Special Educator, December 2, 2013, 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 on the budget.

Action:

On the motion of Mrs. Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2013-14-E-03, Day of the Special Educator. The roll call vote follows.

Ayes: Mr. Jabbar, Mrs. Smith, Mrs. Piercy, Mrs. Randle-Trejo, and Mr. O'Neal

11.2 **Educational Consulting Agreement, VSA California**

Background Information:

VSA (Very Special Arts) California is a state-wide nonprofit arts and education organization, established in 1986 as the official affiliate of the John F. Kennedy Center for Performing Arts in Washington, D.C. VSA California is recognized as a leader in programs, projects, and services that focus on opportunities for individuals of all abilities. Opportunities are created through creative-arts based education, professional training, talent recognition, career-based preparation, advocacy, and the basic joy of expression. VSA California specifically provides programs that focus within four (4) defined areas: teaching artist training; professional development; cultural access and inclusive arts services; as well as public awareness and outreach.

Current Consideration:

Pending Board of Trustees' approval, VSA California will co-teach 15 lessons, 90 minutes each, with Hope School staff, as well as develop a collaborative program focusing on Hope School's Visual and Performing Arts (VAPA) and horticulture programs. The goal is to create interdisciplinary lessons involving various content areas, such as horticulture, music, dance, and visual arts.

Budget Implication:

The costs for these services are not to exceed \$1,500. VSA California will also apply for additional grant funding to support ongoing activities, which are not covered by the funding provided by Hope School. (Hope School ASB Funds)

Action:

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees approved the educational consulting agreement with VSA California. Services will be provided November 8, 2013, through June 13, 2014.

11.3 **School Sponsored Student Organizations, Anaheim, Katella, Kennedy, Loara, Savanna, and Western High Schools and Brookhurst, Orangeview, and South Junior High Schools**

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:

Speech Club, Anaheim High School
Bros of Katella, Katella High School
Japanese Culture Club, Katella High School
Raising Student Voice and Participation (RSVP), Katella High School
Voice Acting, Katella High School
World Dance Club, Katella High School
She's the First, Kennedy High School
Gay Straight Alliance (GSA), Kennedy High School
Hope Club, Loara High School
Voicebox, Loara High School
Raising Student Voices through Participation, Savanna High School
Food Appreciation Club, Western High School
Interact, Western High School
Theatre Club, Western High School
Hispanic Culture Club, Brookhurst Junior High School
Writers Club, Orangeview Junior High School
South Book Club, South Junior High School

Budget Implication:

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

Action:

On the motion of Mrs. Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the school sponsored student organization applications.

HUMAN RESOURCES DIVISION

11.4 **Memorandum of Understanding between Anaheim Union High School District, Health and Welfare Program Changes for 2014, Anaheim Secondary Teachers Association (ASTA)**

Background Information:

Health and Welfare costs for the District make up approximately 11.7 percent of the overall budget. Due to the high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the four (4) employee associations/unions, plus representatives from management and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the PPO and HMO plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates the specific changes with the District. The tentative agreement is then written as a memorandum of understanding (MOU), signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:

The District has negotiated and reached a tentative agreement with the Anaheim Secondary Teachers Association (ASTA) on health and welfare for the PPO and HMO plans for the 2014 plan year, which take effect January 1, 2014. The MOU indicates the District's contribution to the blended super composite rate shall be increased from \$13,189 to \$13,493. Otherwise, there shall be no change to the medical plans for the PPO and HMO, except those changes that are mandated by the Federal Affordable Care Act, which take effect on, or after, January 1, 2014.

Budget Implication:

The projected increase in cost for all employee groups for the District, per Gallagher Benefit Services, our consultant, will be \$1.36 million, or 3.9 percent, over the 2013 plan costs. (General Funds)

Action:

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees approved the memorandum of understanding with ASTA for the health and welfare program for 2014.

11.5 **Memorandum of Understanding between Anaheim Union High School District, Health and Welfare Program Changes for 2014, Anaheim Personnel and Guidance Association (APGA)**

Background Information:

Health and Welfare costs for the District make up approximately 11.7 percent of the overall budget. Due to the high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the four (4) employee associations/unions, plus representatives from management and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the PPO and HMO plans are discussed and recommended, which take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates the

specific changes with the District. The tentative agreement is then written as a memorandum of understanding (MOU), signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:

The District has negotiated and reached a tentative agreement with the Anaheim Personnel and Guidance Association (APGA) on health and welfare changes for the PPO and HMO plans for the 2014 plan year, which take effect January 1, 2014. The MOU indicates the District's contribution to the blended super composite rate shall be increased from \$13,189 to \$13,493. Otherwise, there shall be no change to the medical plans for the PPO and HMO, except those changes that are mandated by the Federal Affordable Care Act, which take effect on, or after January 1, 2014.

Budget Implication:

The projected increase in cost for all employee groups for the District, per Gallagher Benefit Services, our consultant, will be \$1.36 million, or 3.9 percent, over the 2013 plan costs. (General Funds)

Action:

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees approved the memorandum of understanding with APGA for the health and welfare program for 2014.

11.6 **Memorandum of Understanding between Anaheim Union High School District, Health and Welfare Program Changes for 2014, American Federation of State, County and Municipal Employees (AFSCME)**

This item was pulled prior to the adoption of the agenda.

11.7 **Public Hearing, Disclosure of Collective Bargaining Agreement with CSEA**

Background Information:

The Board of Trustees must hold a public hearing to hear comments related to the collective bargaining agreement with the California School Employees Association (CSEA) for 2013-14, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California.

Current Consideration:

After the negotiation process with CSEA has concluded, the collective bargaining agreement is presented to the public via a Board of Trustees' meeting. This is the public's opportunity to provide feedback and voice their support, or any concerns associated with the agreement.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees opened a public hearing on the Disclosure of Collective Bargaining Agreement with CSEA at 8:12 p.m.

There were no requests to speak.

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the public hearing was closed at 8:12 p.m.

11.8 **Adoption of the 2013-14 Collective Bargaining Agreement with CSEA**

Background Information:

The District entered into contract negotiations with the California School Employees Association (CSEA) for the 2013-14 year after proposals were brought forth by both parties. Negotiations were completed and a tentative agreement was reached, pending approval by the Board of Trustees.

Current Consideration:

The 2013-14 collective bargaining agreement with CSEA reflects a partnership between CSEA and the District for the benefit of all parties. The agreement includes changes to language regarding salary for the 2013-14 year and bereavement leave; it also includes a memorandum of understanding (MOU) for the health and welfare program.

Budget Implication:

There will be no impact to the budget.

Action:

On the motion of Mrs. Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees adopted the 2013-14 collective bargaining agreement with CSEA.

SUPERINTENDENT'S OFFICE

11.9 **Demographic Study: Trustee Area Maps**

Public Comments:

Mr. Arturo Montez spoke regarding the California Voting Rights Act.

Background Information:

On March 28, 2013, the Board authorized a demographic study to review voting patterns in Board of Trustee elections. On June 18, 2013, and July 11, 2013, the Board reviewed the findings from the demographic study and discussed implications associated with voting patterns related to Board elections. On September 19, 2013, the Board reviewed the first reading of amended Board Policy 10110, which directed a shift to by-trustee area elections. On October 10, 2013, the Board adopted Board Policy 10110 and reviewed examples of possible trustee area boundaries developed by the Dolinka Group. On November 1, 2013, the Board further reviewed and discussed proposed trustee area boundaries.

Current Consideration:

According to the timeline associated with moving to by-trustee area elections by November 2014, the Board will review and discuss several trustee area maps that each divides the District into five (5) trustee areas. The Board will review the trustee area maps and determine which maps will be presented to the community for comment and input. The District, with the assistance of Mr. Ferchaw, will hold three (3) community forums across the District to solicit comment and input from the community regarding the proposed trustee area boundaries. The community forums will be held from 6:00 p.m.-7:30 p.m. on the following dates: November 18, 2013, at Cypress High School; November 19, 2013, at Savanna High School; and November 20, 2013, at Katella High School. Additionally, the Board will hold a public hearing at the December 12, 2013, regularly scheduled Board of Trustees' meeting.

Budget Implication:

There is no known implication to the budget at this time.

Action:

The Board of Trustees reviewed and discussed several proposed trustee area maps and chose which maps will be presented to the community for input and comment.

12. **CONSENT CALENDAR**

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees approved all consent calendar items, with the exception of item 12.7, pulled by Trustee Randle-Trejo.

BUSINESS SERVICES DIVISION

12.1 **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 authorized proper disposal in accordance with Education Code Section 60510 et. al.

12.2 **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.

12.3 **Donations**

Action:

The Board of Trustees accepted the donations as listed.

12.4 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the check register/warrants report, October 1, 2013, through October 28, 2013.

12.5 **Purchase Order Detail Report**

Action:

The Board of Trustees ratified the Purchase Order Detail Report, October 1, 2013, through October 28, 2013.

12.6 **Supplemental Information**

12.6.1 Cafeteria Report, August 2013

12.6.2 Enrollment Report, Month 2

EDUCATIONAL SERVICES DIVISION

12.7 **Title I Schoolwide Program Status, Gilbert High School**

Background Information:

Schools must have a socioeconomically disadvantaged student subgroup of at least 40 percent in order to qualify to apply to become a Title I Schoolwide Program. After meeting this criteria and making the decision to apply for Title I Schoolwide Program status, the school engages in a comprehensive needs assessment and planning process, involving all stakeholders. The process takes approximately one (1) year to complete. Title I Schoolwide Program status allows maximum Title I funding flexibility to support the literacy and numeracy improvement needs of all students.

Current Consideration:

Gilbert High School is currently a Title I Targeted Assistance School (TAS); they began the process to become a Title I Schoolwide Program during the 2012-13 year and completed the process September 27, 2013. The rationale for becoming a Title I Schoolwide Program is to improve the quality of educational services for all students at the school. Whereas, with a Title I TAS model, only students identified using multiple measures are eligible to receive Title I services. Gilbert High School can operate as a Title I Schoolwide Program upon approval from the Board of Trustees.

Budget Implication:

Title I funds from a Title I Schoolwide Program can support the literacy and numeracy improvement needs of all students enrolled at Gilbert High School, and therefore, provide additional funding flexibility for the use of Title I funds. (Title I Funds)

Action:

On the motion of Mrs. Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved Gilbert High School's request for Title I Schoolwide Program status.

12.8 **Instructional Materials Submitted for Adoption**

Action:

The Board of Trustees adopted the selected materials for display, recommended by the Instructional Materials Review committee, for books for basic and supplemental courses, which include English and Science. The books have been made available for public view.

12.9 **Instructional Materials Submitted for Display**

Action:

The Board of Trustees approved the selected materials for display, which have been recommended by the Instructional Materials Review Committee, for basic and supplemental courses in world language, English, and science. 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 7, 2013, through December 12, 2013.

12.10 **Individual Service Contracts**

Action:

The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

12.11 **Field Trip Report**

Action:

The Board of Trustees approved/ratified the field trip report as submitted.

HUMAN RESOURCES DIVISION

12.12 **2012-13 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, as well as services for students who have not passed the California High School Exit Examination (CAHSEE) by the end of the 12th 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 KK, indicates the District was in compliance for the 2012-13 year.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees accepted the 2012-13 Williams Uniform Complaints Audit Report as submitted.

12.13 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the certificated personnel report as submitted.

12.14 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the classified personnel report as submitted.

SUPERINTENDENT'S OFFICE

12.15 **21st Century Learning Skills National Summit**

Background Information:

In accordance with Board Policy 6206-R, the Board of Trustees is required to approve all conference attendance and travel of the superintendent.

Current Consideration:

Dr. Elizabeth I. Novack, superintendent, has been invited to attend and serve as a panelist at the Partnership for 21st Century Learning Skills' National Summit on 21st Century Learning, slated for November 18-19, 2013, in Arlington, Virginia.

Budget Implication:

The total costs are not to exceed \$1,100, including transportation and lodging. We have received confirmation that the P21 is offering a travel scholarship of up to \$1,000 per district. (General Funds)

Action:

The Board of Trustees authorized payment for the superintendent's attendance, with payment of necessary expenses, excluding food.

13. **SUPERINTENDENT AND STAFF REPORT**

Dr. Novack extended an invitation to the District's 4th Annual Veterans' Day Recognition Ceremony.

Dr. Sevillano discussed the October 7, 2013, Professional Development Day, which focused on the Common Core State Standards. He thanked the lesson design specialists and Mr. Matsuda for their work to make the event a success.

Mrs. Poore shared that the Employee Health Benefit Fair was a success.

Mr. Riel wished everyone a happy holiday season.

14. **BOARD OF TRUSTEES' REPORT**

Mr. Jabbar attended the College and Career Fair, Mental Health Workshop, Sycamore Junior High School parent meeting, Anaheim High School Talent Show, Bring Back the Splash Gala, Sister City Banquet, South Junior High School Community Clean-Up Day, District Facilities Tour, Budget Meeting, Anaheim Fall Festival, and Teacher of the Year Awards Banquet.

Mrs. Smith shared her attendance at the AUHSD Foundation Board meeting and District Facilities Tour.

Mrs. Piercy attended the ROP meeting, ROP Bunco night, Bring Back the Splash Gala, City of Stanton/AUHSD Liaison meeting, Cypress Women's Forum, Anaheim City Council Meeting, Sister City Commission fundraiser, Key Communicator Stakeholders' meeting, retirement event for Tom Mazza, Teacher of the Year Awards Banquet, Sister City Banquet, ROP Tour, City of Buena Park/AUHSD Liaison meeting, District Facilities Tour, City of Cypress/AUHSD Liaison meeting, American Fidelity meeting, and the Employee Health Benefit Fair.

Mrs. Randle-Trejo shared her attendance at the Anaheim City School District Special Education Inclusion Study Session, OCSBA/ACSA Joint Dinner meeting and LCFF Workshop, Lexington Junior High School/Cypress High School Parent Teacher Association (PTA) Reflections contest, South Junior High School Community Clean-Up Day, District Idol, Teacher of the Year Awards Banquet, District Facilities Tour, Employee Health Benefit Fair, Band Spectacular, YMCA Board meeting, and College and Career Fair. Additionally, she noted that she will be participating in the Veterans' Day Recognition Ceremony.

Mr. O'Neal attended the ROP Board meeting, Sister City Budget meeting, Key Communicator Stakeholders' meeting, Teacher of the Year Awards Banquet, District Facilities Tour, and City of Cypress/AUHSD Liaison meeting.

15. **ADVANCE PLANNING**

15.1 **Future Meeting Dates**

The last meeting for 2013 will be held Thursday, December 12, 2013, which is the annual organizational meeting.

15.2 **Suggested Agenda Items**

16. **ADJOURNMENT**

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 9:19 p.m.

Approved _____
Clerk, Board of Trustees

BOARD OF TRUSTEES
Special Meeting Minutes
Thursday, November 14, 2013

UNADOPTED

1. CALL TO ORDER–ROLL CALL

President Mr. Brian O’Neal called the meeting of the Anaheim Union High School District Board of Trustees to order at 4:33 p.m.

Present: Mr. Brian O’Neal, president; Mrs. Annemarie Randle-Trejo, clerk; Mrs. Anna L. Piercy, assistant clerk; Mrs. Katherine H. Smith and Mr. Al Jabbar, members.

2. ADOPTION OF AGENDA

On the motion of Mrs. Piercy, the agenda was adopted.

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 4:34 p.m.

5. RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND REPORT OUT

5.1 Reconvene Meeting

The Board of Trustees reconvened into open session at 8:54 p.m.

5.2 Pledge of Allegiance

Board President Mr. Brian O’Neal led the Pledge of Allegiance to the Flag of the United States of America.

5.3 Closed Session Report

Board Clerk Mrs. Annemarie Randle-Trejo reported the following actions taken during closed session:

5.3.1 No reportable action taken regarding personnel.

5.3.2 No reportable action taken regarding performance evaluation, superintendent.

6. ADJOURNMENT

On the motion of Mr. Jabbar, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 8:56 p.m.

Approved _____
 Clerk, Board of Trustees

ANAHEIM UNION HIGH SCHOOL DISTRICT
 501 N. Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520, www.auhsd.us

BOARD OF TRUSTEES
Special Meeting Minutes
Tuesday, November 19, 2013

UNADOPTED

1. CALL TO ORDER–ROLL CALL

President Mr. Brian O’Neal called the meeting of the Anaheim Union High School District Board of Trustees to order at 2:00 p.m.

Present: Mr. Brian O’Neal, president; Mrs. Annemarie Randle-Trejo, clerk; Mrs. Anna L. Piercy, assistant clerk; Mrs. Katherine H. Smith and Mr. Al Jabbar, members.

2. ADOPTION OF AGENDA

On the motion of Mr. Jabbar, the agenda was adopted.

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 2:01 p.m.

5. RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND REPORT OUT

5.1 Reconvene Meeting

The Board of Trustees reconvened into open session at 3:36 p.m.

5.2 Pledge of Allegiance

Board President Mr. Brian O’Neal led the Pledge of Allegiance to the Flag of the United States of America.

5.3 Closed Session Report

Board Clerk Mrs. Annemarie Randle-Trejo reported the following actions taken during closed session:

5.3.1 No reportable action taken regarding personnel.

5.3.2 No reportable action taken regarding performance evaluation, superintendent.

5.3.3 No reportable action taken regarding litigation.

6. ADJOURNMENT

On the motion of Mrs. Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 3:38 p.m.

Approved _____
 Clerk, Board of Trustees