

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Out-of-Date and Ready for Sale, or Destruction**

Quantity	Description
2	Freezers
3	Television Carts
3	Televisions

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Out-of-Date and Ready for Sale, or Destruction**

Quantity	Type of Equipment
2	Battery Back-up
1	Camera
111	Computers
3	Copier/Fax/Printer
17	Keyboards
1	Laptop
3	LCD Projector Bulbs
7	LCD Projectors
15	Monitors
7	Mouse
2	Overhead Projectors
14	Power Cords
15	Printers
1	Projector - Epson
12	USB Ports

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and/or Out-of-Date, Damaged, and Ready for Sale, or Destruction**

Description*	Quantity	Publication Date	General Condition	Reason for Disposition	Compliant with Current Instructional Standards (Yes or No) **
VARIOUS LIBRARY BOOKS					
Misc. Library Books	599	Outdated	Fair	Obsolete	No To be sold

*Books have been viewed by the Education Division and deemed unusable, obsolete, and/or out-of-date, damaged, and ready for sale, or destruction.

**If not sold, will be destroyed.



Donations

December 12, 2013

<u>Location</u>	<u>Donated By</u>	<u>Item</u>
Cypress	Ethereda Francisco	\$25, Girls Tennis Team!
	The Loft at Cypress	\$50, Girls Tennis Team!
	Dennis G. DeVera	\$50, Girls Tennis Team!
	Jon DeCesare	Hanging World Map
	Anaheim High Breakfast Club	\$1,000, Independent Learning Center
	Ken and Deanna Mason (Slagle)	\$200, Independent Learning Center
	Saturday Breakfast Club	\$250, Independent Learning Center
Hope	Linda M. Rodriguez	\$20
	Jesus G. Garcia and Maria Del Rosario Garcia	\$10
	Jacqueline L. Mina	\$20
	Andy Hung Ngo	\$50
	Frank A. Esparza	\$20
	Linda R. Barnett	\$1,000
	Javier Reyes	\$50
	Hydraflow	\$250
Walker	Cypress Plaza Diary Queen	\$89.40, Builder's Club
	Garden Fresh Restaurant Corp	\$164.08, Educational ALLiance
	Souplantation	\$164.08, Educational ALLiance
	OC Automobile Dealers Assoc.	\$132, Builder's Club
	Patel Family	\$40, Educational ALLiance
	Christina Diaz	\$118, Educational ALLiance
	Danny Kim	\$110, Educational ALLiance
	Julie Rosendahl	\$50, Educational ALLiance
	Sean Pfeiffer	\$30, Educational ALLiance
	Nicole Harrison	\$30, Foreign Language Club
Warmel Management Co.	\$208.04, Foreign Language Club	

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
A U H S D FOOD SERVIC	V6400023	4390	88.00	88.00	00114454V6400491 714506
ACE HARDWARE	V6411077	4310	39.53	39.53	00114455 64 6401561645725821
ACOUSTICAL MATERIAL S	V6400070	4355	119.12	119.12	00114456
ALBRIGHT LIGHTING PLA	V6410869	4355	146.04	146.04	00114457
AMERICA'S INSTANT SIG	V6411417	4310	717.00	717.00	00114458
APPLE INC	V6400319	4310	52.92	52.92	00114459
ART SUPPLY WAREHOUSE	V6400350	4310	72.59	72.59	00114460
B AND K ELECTRIC WHOL	V6400623	9320	153.36	153.36	00114461
BARRETT ROBINSON INC	V6400451	4410	3,689.00	3,689.00	00114462
CABE	V6400656	5310	500.00	500.00	00114463
CALIFORNIA COMMERCIAL	V6400682	4355	251.10	251.10	00114464
CAMBUM LEARNING GROU	V6409176	4310	1,309.33	1,309.33	00114465
CARLSON, WENDY	V6405020	5210	40.00	40.00	00114466
CASE AND SONS CONSTRU	V6400796	5610	2,400.00	2,400.00	00114467
CLARK SECURITY PRODUC	V6400966	4355	396.18	396.18	00114468
CONSOLIDATED ELECTRIC	V6407431	4355	937.41	937.41	00114469
CROSSFIT INC.	V6411418	5210	800.00	800.00	00114470
DEMCO INC	V6401318	4320	82.64	82.64	00114471
DUNN EDWARDS PAINTS	V6401448	4355	269.60	269.60	00114472
E.B. BRADLEY COMPANY	V6401456	4355	102.69	102.69	00114473
EBERHARD EQUIPMENT	V6405532	5610	920.81	920.81	00114474
ECONOMY RENTALS INC	V6401478	5610	129.28	129.28	00114475

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ESRI INC.	V6401603	5880	1,000.00	1,000.00	00114476
EWING IRRIGATION PROD	V6401634	4347	29.18	29.18	00114477
FERGUSON ENTERPRISES	V6409823	4355	306.76	306.76	00114478
GOPHER SPORTS EQUIPME	V6401902	4310	173.43	173.43	00114479
ORANGE COUNTY PUBLIC	V6411157	5810	1,351.00	1,351.00	00114480
ORVAC ELECTRONICS	V6403479	4355	22.94	22.94	00114481
PACIFIC TURF EQUIPMEN	V6403502	4347	699.74	699.74	00114482
PENNER PARTITIONS INC	V6403625	4355	81.54	81.54	00114483
PERSONNEL TESTING COU	V6409835	5210	278.00	278.00	00114484
PRINGLES DRAPERIES AN	V6405953	4355	217.40	217.40	00114485
REEL LUMBER SERVICE	V6403871	4355	703.33	703.33	00114486
REFRIGERATION SUPPLIE	V6403873	4355	1,450.79	1,450.79	00114487
S.C. SIGNS AND SUPPLI	V6410977	4355	548.64	548.64	00114488
SAFETY KLEEN	V6404072	5610	279.13	279.13	00114489
SAN DIEGO COUNTY OFFI	V6404098	5210	165.00	165.00	00114490
SCHORR METALS INC	V6404179	4355	405.43	405.43	00114491
SEHI COMPUTER PRODUCT	V6404221	4310	455.12	455.12	00114492
SIGNATURE FLOORING IN	V6410839	5610	2,000.00	2,000.00	00114493
SKS INC	V6404058	4384	1,575.00	1,575.00	00114494
SMART AND FINAL IRIS	V6404306	4390	210.62	210.62	00114495
SO CAL OFFICE TECHNOL	V6406339	4310 5620	191.16 496.80	687.96	00114496
SOFTWARE 4 SCHOOLS	V6410482	5880	599.85	599.85	00114497

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SOUTHWEST SCHOOL AND	V6404383	9320	3,822.55	3,822.55	00114498
SPICERS PAPER INC	V6404405	4320	1,742.88	1,742.88	00114499
STAPLES ADVANTAGE	V6410116	4310 4320	161.80 368.21	530.01	00114500
STOKES PUBLISHING CO	V6405954	4310	93.48	93.48	00114501
SUPPLYMASTER	V6404538	4310	462.67	462.67	00114502
UNITED RENTALS	V6404854	5620	2,220.94	2,220.94	00114503
US HEALTHWORKS MEDICA	V6410909	5810	625.00	625.00	00114504
VISION WORKS GRAPHICS	V6411423	5610	5,725.00	5,725.00	00114505
VITAL LINK ORANGE C	V6404963	5805	3,500.00	3,500.00	00114506
WALTERS WHOLESale	V6409053	4355	132.06	132.06	00114507
WAXIE SANITARY SUPPLY	V6405008	9320	1,116.63	1,116.63	00114508
WESTERN PSYCHOLOGICAL	V6405047	4310	8,305.52	8,305.52	00114509
YELLOW CAB OF GREATER	V6405135	5870	23.00	23.00	00114510
*** CHECK GAP ***					
A LINE INC	V6409724	5610	325.00	325.00	00114514
AAA ELECTRIC MOTOR SA	V6400033	4347	150.24	150.24	00114515
ACOUSTICAL MATERIAL S	V6400070	4355	119.12	119.12	00114516
ALTERNATIVE REVOLVING	V6400190	4199 4299 4310 4311 4320 4347 4355 4390 5210	48.50 8.00 3,506.25 -36.40 2,479.75 277.56 26.09 478.24 64.00	7,246.62	00114517

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		5310	34.00		
		5610	8.99		
		5910	109.14		
		8695	242.50		
ANAHEIM CITY SCHOOL D	V6400254	5721	2,685.00	2,685.00	00114518
B AND H PHOTO VIDEO I	V6400422	4310	186.12	186.12	00114519
BALL JR HIGH SCHOOL	V6400433	5810	530.00	530.00	00114520
BEST BEST AND KRIEGER	V6400491	5821	7,740.92	7,740.92	00114521
BING HUANG (PARENT)	V6410986	5880	1,305.15	1,305.15	00114522
CALCP	V6400671	5210	3,550.00	3,550.00	00114523
CITY OF ANAHEIM	V6400957	5520	135,372.49	180,335.82	00114524
		5530	29,244.62		
		5580	15,718.71		
CLARK SECURITY PRODUC	V6400966	4355	137.30	137.30	00114525
DUNN EDWARDS PAINTS	V6401448	4355	586.27	586.27	00114526
EAI EDUCATION	V6401460	4310	254.90	254.90	00114527
EBERHARD EQUIPMENT	V6405532	5610	1,118.64	1,118.64	00114528
ECONOMY RENTALS INC	V6401478	5620	115.00	115.00	00114529
FEDERAL EXPRESS	V6401675	5910	20.92	20.92	00114530
FENN TERMITE AND PEST	V6401679	5610	1,700.00	1,700.00	00114531
FERGUSON ENTERPRISES	V6409823	4355	244.77	244.77	00114532
FLINN SCIENTIFIC INC	V6401708	4310	66.91	1,062.61	00114533
		4410	995.70		
FOLLETT EDUCATIONAL S	V6401724	4110	133.49	658.05	00114534
		4150	524.56		
GANAHL LUMBER CO	V6401804	4355	73.40	73.40	00114535

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GRAINGER	V6404982	4347 4355	189.86 342.43	532.29	00114536
GRAYBAR ELECTRIC COMP	V6401918	4320	557.34	557.34	00114537
HERITAGE SCHOOL	V6402041	5860	22,380.00	22,380.00	00114538
HERNANDEZ RODELA, JAC	V6411456	5210	175.00	175.00	00114539
HOME DEPOT	V6405234	4320 4355	70.77 908.63	979.40	00114540
HOWARD INDUSTRIES	V6402088	4347	354.78	354.78	00114541
HP DIRECT	V6408671	4410	630.00	630.00	00114542
HURTADO, OSVALDO	V6409309	5210	210.67	210.67	00114543
IZABAL, STACEY	V6411229	5210	430.64	430.64	00114544
J AND A FENCE	V6409989	5610	1,500.00	1,500.00	00114545
KEMP, CHRISTINE	V6400923	5220	46.33	46.33	00114546
KRUEGER, CELESTE	V6409442	5220	77.69	77.69	00114547
MILLAM, MICHAEL	V6411445	5210	275.00	275.00	00114548
MONTGOMERY, VANESSA	V6411453	5210	325.00	325.00	00114549
ORGANIZED SPORTSWEAR	V6403474	4310	438.48	438.48	00114550
PACIFIC COAST SPEECH	V6410543	5805	21,809.50	21,809.50	00114551
PULIDO, SHAYLYNN	V6411163	5210	45.00	45.00	00114552
RUSSELL SIGLER INC.	V6410420	4347 4410	517.49 9,504.00	10,021.49	00114553
S C MARKETING	V6404053	9320	2,669.10	2,669.10	00114554
SCHOOL SERVICES OF CA	V6404171	5210	175.00	175.00	00114555
SEABROOK, EVELYNE	V6408614	5210	100.00	100.00	00114556

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SMITH, GAIL RENEAU	V6401794	5210	175.00	175.00	00114557
VARIABLE SPEED SOLUTI	V6409350	5610	300.00	300.00	00114558
*** CHECK GAP ***					
AAHPERD	V6405796	5210	90.00	90.00	00114561
ACORN MEDIA	V6400068	9320	1,156.03	1,156.03	00114562
ALTERNATIVE REVOLVING	V6400190	4299	-73.00	1,680.67	00114563
		4310	550.59		
		4320	224.93		
		4347	300.90		
		5880	677.25		
ATVANTAGE ATHLETIC TR	V6411449	5805	6,500.00	6,500.00	00114564
BING HUANG (PARENT)	V6410986	5860	750.00	750.00	00114565
CAL LIFT INC	V6400664	5610	1,229.21	1,229.21	00114566
CALIFORNIA SCHOOL MAN	V6409922	5810	6,900.00	6,900.00	00114567
CITY OF ANAHEIM	V6400957	5520	62,729.96	65,287.83	00114568
		5530	2,557.87		
CLASSIC PARTY RENTALS	V6408217	5620	647.30	647.30	00114569
CUMMINS PACIFIC LLC	V6401190	5610	1,505.83	1,505.83	00114570
DAILY SAW SERVICE	V6409559	5610	51.30	51.30	00114571
DEVEREUX TEXAS TREATM	V6401339	5860	12,644.50	12,644.50	00114572
DUNN EDWARDS PAINTS	V6401448	4355	681.80	681.80	00114573
ECONOMY RENTALS INC	V6401478	5620	100.00	100.00	00114574
FERGUSON ENTERPRISES	V6409823	4355	22.90	22.90	00114575
FOLLETT EDUCATIONAL S	V6401724	4150	5,950.10	5,950.10	00114576
GAS COMPANY, THE	V6404372	5510	137.67	137.67	00114577

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GRAINGER	V6404982	4355	857.85	857.85	00114578
IMAGE APPAREL FOR BUS	V6402628	4345	91.27	91.27	00114579
IMPERIAL PRODUCTS INC	V6402137	4355	2,107.04	2,107.04	00114580
J.W. PEPPER AND SON I	V6402214	4310	306.11	306.11	00114581
JEYCO PRODUCTS INC	V6402332	9320	400.07	400.07	00114582
KAGAN PUBLISHING	V6411442	5210	1,089.00	1,089.00	00114583
KATELLA HIGH SCHOOL	V6402515	5810	3,961.00	3,961.00	00114584
KENNEDY HIGH SCHOOL	V6402571	5810	2,978.00	2,978.00	00114585
LETTER PERFECT SIGNS	V6402726	4355	345.60	345.60	00114586
LIND, AUGUSTA	V6410694	5220	40.29	40.29	00114587
MOUNT PLEASANT CAMPUS	V6411428	5860	20,982.00	20,982.00	00114588
OCDE	V6403452	5210	18,875.00	18,875.00	00114589
OFFICE DEPOT	V6403421	4310	58.31	58.31	00114590
ORANGE COUNTY FIRE PR	V6403457	4355	231.34	743.56	00114591
		5610	512.22		
REFRIGERATION SUPPLIE	V6403873	4347	3,303.84	3,303.84	00114592
RIDDLE APPLIANCE AND	V6406711	5610	188.00	188.00	00114593
SCHOOL SERVICES OF CA	V6404171	5210	175.00	175.00	00114594
SCHOOL SPECIALTY INC	V6404173	4310	107.96	107.96	00114595
SEHI COMPUTER PRODUCT	V6404221	4310	100.65	2,250.65	00114596
		5610	2,150.00		
SHI INTERNATIONAL COR	V6411373	5610	204.00	204.00	00114597
SMART AND FINAL IRIS	V6404306	4310	295.96	295.96	00114598

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SMARTSIGN	V6411431	4310	433.88	433.88	00114599
SOUTHLAND ENVELOPE CO	V6406626	5810	1,201.78	1,201.78	00114600
STAPLES ADVANTAGE	V6410116	4320	199.25	199.25	00114601
STERICYCLE COMMUNICATI	V6411455	5918	760.00	760.00	00114602
ULINE	V6406546	5610	739.49	739.49	00114603
UNITED PARCEL SERVICE	V6408429	5910	194.82	194.82	00114604
*** CHECK GAP ***					
CASE AND SONS CONSTRU	V6400796	5610	6,685.00	6,685.00	00114606
OFFICE DIGITAL SOLUTI	V6411101	4310	58,910.34	58,910.34	00114607
PARAMOUNT PAINTING IN	V6408848	5610	12,250.00	12,250.00	00114608
RETRO TEK ENERGY SERV	V6411376	6216	9,995.00	9,995.00	00114609
ALLIANCE ENVIRONMENTA	V6400169	5610	2,344.20	2,344.20	00114610
ALTERNATIVE REVOLVING	V6400190	4312	40.00	1,416.15	00114611
		4314	219.60		
		4316	-13.99		
		4317	259.58		
		4325	17.58		
		4327	74.78		
		4330	7.74		
		4333	95.01		
		4334	647.18		
		4336	20.24		
		4337	26.84		
		4347	21.59		
ART SUPPLY WAREHOUSE	V6400350	4310	811.17	811.17	00114612
CITY OF ANAHEIM	V6400957	5520	33,062.40	48,724.97	00114613
		5530	9,363.56		
		5580	6,299.01		
EICHENAUER, MICHELLE	V6408667	5220	18.08	18.08	00114614

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
HALEMAN INC.	V6407148	4347	580.35	580.35	00114615
HOME DEPOT	V6405234	4347 4355	262.20 535.98	798.18	00114616
HOWARD INDUSTRIES	V6402088	4347	167.17	167.17	00114617
IBARRA RODRIGUEZ, MIG	V6409769	5220	81.08	81.08	00114618
IMPERIAL PRODUCTS INC	V6402137	4355	615.23	615.23	00114619
JOSTENS OF ANAHEIM	V6411409	4320	313.20	313.20	00114620
JUNIOR LIBRARY GUILD	V6402477	4310	1,197.00	1,197.00	00114621
KRUEGER, CELESTE	V6409442	5210	80.00	80.00	00114622
LATHAM TIME COMPANY	V6409059	4355	1,817.21	1,817.21	00114623
LEXINGTON JUNIOR HIGH	V6402729	5810	530.00	530.00	00114624
NORTH ORANGE COUNTY R	V6403384	7223	845,213.92	845,213.92	00114625
ORANGE COUNTY SANITAT	V6405668	5580	114,591.00	114,591.00	00114626
PC MALL GOV	V6403599	5880	63.81	63.81	00114627
SALDIVAR, HECTOR	V6406074	5220	120.35	120.35	00114628
SAN JOAQUIN COUNTY OF	V6408110	5880	3,945.75	3,945.75	00114629
SPRINT SOLUTIONS INC	V6411072	5918 5920	8,901.87 -404.00	8,497.87	00114630
TIME AND ALARM SYSTEM	V6404729	5610	1,241.78	1,241.78	00114631
VALENZUELA, PENNY	V6403629	5210	150.00	150.00	00114632
WINTERING, VICTORIA	V6409739	5210	751.28	751.28	00114633

*** CHECK GAP ***

*** VOID CONTINUE *** VOID CONTINU 0.00 0.00 00114635

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AT AND T	V6406157	5918	15,751.21	15,751.21	00114636
A U H S D FOOD SERVIC	V6400023	4390	76.30	76.30	00114637
AAA ELECTRIC MOTOR SA	V6400033	4347 4355	103.04 541.72	644.76	00114638
AARDVARK CLAY AND SUP	V6400035	4310	235.28	235.28	00114639
ANAHEIM HIGH SCHOOL	V6400260	5810	2,295.00	2,295.00	00114640
APPLE INC	V6400319	4410	9,071.84	9,071.84	00114641
AVID CENTER	V6400410	4310	525.00	525.00	00114642
B AND K ELECTRIC WHOL	V6400623	4355	739.77	739.77	00114643
BAY ALARM COMPANY	V6410926	5610	6,565.00	6,565.00	00114644
BLASHAW, DEBRAH	V6408625	5210	575.00	575.00	00114645
CALIFORNIANS DEDICATE	V6411460	5210	350.00	350.00	00114646
CART MAN INC, THE	V6404668	5610	148.51	148.51	00114647
CHILD SHUTTLE	V6406415	5870	2,530.00	2,530.00	00114648
CITY OF ANAHEIM	V6400957	5520 5530	15,163.43 57.90	15,221.33	00114649
COLLEGE BOARD	V6401012	5210	205.00	205.00	00114650
CULVER NEWLIN INC	V6401188	4320 4410	2,190.77 2,876.49	5,067.26	00114651
CUMMINS PACIFIC LLC	V6401190	5610	205.89	205.89	00114652
DIAZ, MICHELLE	V6411432	5220	14.13	14.13	00114653
DUNN EDWARDS PAINTS	V6401448	4355	314.96	314.96	00114654
ECONOMY RENTALS INC	V6401478	5620	371.47	371.47	00114655
EPL SOLUTIONS	V6411205	4355	451.92	451.92	00114656

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Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
EUSEBIO, JULIE	V6411462	5210	25.00	25.00	00114657
FERGUSON ENTERPRISES	V6409823	4355	1,785.66	1,785.66	00114658
FLINN SCIENTIFIC INC	V6401708	4310	200.18	200.18	00114659
FOLLETT EDUCATIONAL S	V6401724	4150	1,484.14	1,484.14	00114660
GANAHL LUMBER CO	V6401804	4355	800.25	800.25	00114661
GILBERT, JEFF	V6411446	5220	22.71	22.71	00114662
GRAINGER	V6404982	4355	787.65	787.65	00114663
GREEN, MELANIE	V6405792	5210	79.00	79.00	00114664
HOUGHTON MIFFLIN COMP	V6402084	4310 4410	977.72 788.83	1,766.55	00114665
HOWARD INDUSTRIES	V6402088	4347	34.04	34.04	00114666
HP DIRECT	V6408671	4310 4410	1,232.00 17,161.84	18,393.84	00114667
ICS SERVICE CO.	V6406452	5610	9,034.60	9,034.60	00114668
ILLUMINATE EDUCATION	V6410890	5880	128,340.00	128,340.00	00114669
J AND A FENCE	V6409989	5610	4,075.00	4,075.00	00114670
JOSTENS	V6402437	5880	18,023.60	18,023.60	00114671
KENNEDY HIGH SCHOOL	V6402571	5810	2,462.00	2,462.00	00114672
LARGE PRINT MEDIA INC	V6410538	4150	4,432.48	4,432.48	00114673
LEE, SANG HU	V6404111	5220	28.25	28.25	00114674
LOARA ASB	V6402803	5810	3,062.00	3,062.00	00114675
LOCKHART, PATRICIA IU	V6411457	5210	490.64	490.64	00114676
MARTINEZ, DEBBIE	V6408279	5220	219.76	219.76	00114677

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
MARTINEZ, DONOVAN	V6410051	5220	72.89	72.89	00114678
MC FADDEN DALE HARDWA	V6403056	4355	758.23	758.23	00114679
MC KESSON GENERAL MED	V6403060	9320	430.26	430.26	00114680
MEDCO SPORTS MEDICINE	V6405872	4310	957.11	957.11	00114681
MOBILE INDUSTRIAL SUP	V6407890	4376	62.72	62.72	00114682
MONTGOMERY HARDWARE C	V6405624	4355	4,679.18	4,679.18	00114683
MORRIS, KATHY	V6402537	5220	59.18	59.18	00114684
MOTA, YOLANDA	V6411436	5454	2,370.00	2,370.00	00114685
MOUSA, LINA	V6410403	5220	30.23	30.23	00114686
NICOLE MILLER AND ASS	V6411341	5810	3,500.00	3,500.00	00114687
OCDE	V6403452	5870	19,508.46	19,508.46	00114688
OFFICE DIGITAL SOLUTI	V6411101	4410 5610	3,698.50 1,039.70	4,738.20	00114689
PARK, ESTHER	V6411350	5220	19.50	19.50	00114690
PHAM, RICK	V6406082	5220	51.14	51.14	00114691
RALPHS GROCERY COMPAN	V6403828	4310	76.02	76.02	00114692
READSPEAKER	V6411195	5880	2,985.00	2,985.00	00114693
RIDDELL ALL AMERICAN	V6403939	4310	687.80	687.80	00114694
RIDDLE APPLIANCE AND	V6406711	5610	303.33	303.33	00114695
ROGHAIR, DANIELLE	V6411353	5210	179.00	179.00	00114696
SCHOOL SERVICES OF CA	V6404171	5810	3,300.00	3,300.00	00114697
SILVER STATE TRAILWAY	V6410344	5620	4,236.32	4,236.32	00114698
SMART AND FINAL IRIS	V6404306	4310	1,126.65	1,126.65	00114699

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
STATER BROS	V6407496	4310	74.47	74.47	00114700
TURE STAR INC	V6404805	4347	1,259.70	1,259.70	00114701
U S BANK	V6406908	5880	825.00	825.00	00114702
U S BANK	V6406908	5880	2,750.00	2,750.00	00114703
US HEALTHWORKS MEDICA	V6410909	5810	675.00	675.00	00114704
WALKER JR HIGH SCHOOL	V6404990	5810	630.00	630.00	00114705
BRIQUELET, JOHN	V6411149	5210	1,421.32	1,421.32	00114706
DEPARTMENT OF GENERAL	V6409862	5821	12,716.00	12,716.00	00114707
GOPHER SPORTS EQUIPME	V6401902	4310	593.15	593.15	00114708
HOWARD INDUSTRIES	V6402088	4347	88.00	88.00	00114709
IMAGE APPAREL FOR BUS	V6402628	4345	753.09	753.09	00114710
IMPERIAL PRODUCTS INC	V6402137	4355	4,077.57	4,077.57	00114711
INDUSTRIAL DISTRIBUTI	V6402144	9320	1,225.70	1,225.70	00114712
IPARADIGMS	V6405779	5805	55,365.00	55,365.00	00114713
JEYCO PRODUCTS INC	V6402332	9320	4,940.30	4,940.30	00114714
LAKESHORE CURRICULUM	V6402648	4323	330.15	330.15	00114715
LEXICON GLOBAL	V6410367	4310 4410	3,017.83 609.55	3,627.38	00114716
MC FADDEN DALE HARDWA	V6403056	4347	144.13	144.13	00114717
MEDCO SPORTS MEDICINE	V6405872	4320	304.74	304.74	00114718
MOEN, MELINDA	V6411463	5210	25.00	25.00	00114719
NIMCO	V6403365	4310	277.95	277.95	00114720
NKS MECHANICAL CONTRA	V6410251	5610	300.00	300.00	00114721

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ORANGE COUNTY APPLIAN	V6403448	4355	39.79	39.79	00114722
ORCO DOOR CLOSER SERV	V6403472	4355	1,090.80	1,090.80	00114723
ORVAC ELECTRONICS	V6403479	4320	775.19	775.19	00114724
PARADIGM HEALTHCARE S	V6403536	5810	5,291.49	5,291.49	00114725
PETTIT, CYNTHIA	V6405571	5210	600.88	600.88	00114726
PHI, SEAN	V6405753	5210	40.00	40.00	00114727
POOL SUPPLY OF ORANGE	V6403700	5610	4,787.40	4,787.40	00114728
PROVANTAGE	V6409906	9320	426.00	426.00	00114729
REAGAN, BRIAN	V6409296	5210	475.00	475.00	00114730
REFRIGERATION SUPPLIE	V6403873	4347	6,069.60	6,069.60	00114731
RUSSELL SIGLER INC.	V6410420	4347	650.12	650.12	00114732
SEHI COMPUTER PRODUCT	V6404221	4310	360.72	360.72	00114733
SMART AND FINAL IRIS	V6404306	4310	101.10	101.10	00114734
TOMOVICH, BROOK	V6411184	5210	527.80	527.80	00114735
WESTERN PSYCHOLOGICAL	V6405047	4310	3,518.86	3,518.86	00114736
KEVIN RENLY CONSTRUCT	V6411407	5610	2,550.00	2,550.00	00114737
KNOWLAND CONSTRUCTION	V6409073	6291	1,112.00	1,112.00	00114738
U S BANK	V6406511	4320	2,232.00	4,324.22	00114739
		5210	1,732.32		
		5880	359.90		
*** CHECK GAP ***					
ANAHEIM HIGH SCHOOL	V6400260	8699	637.36	637.36	00114743
BALL JR HIGH SCHOOL	V6400433	8699	133.54	133.54	00114744

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
BROOKHURST JUNIOR HIG	V6400602	8699	394.90	394.90	00114745
CYPRESS HS ASB	V6405640	8699	628.81	628.81	00114746
DALE JUNIOR HIGH ASB	V6405581	8699	60.08	60.08	00114747
DIAZ, BRIAN	V6410355	5220	158.77	158.77	00114748
GANAHL LUMBER CO	V6401804	4355	505.96	505.96	00114749
GILBERT HIGH SCHOOL	V6407727	8699	35.86	35.86	00114750
GOLDEN STATE PAVING C	V6408228	5610	1,700.00	1,700.00	00114751
GONZALEZ, LAURA	V6410576	5220	32.04	32.04	00114752
GRAINGER	V6404982	4355	15.43	15.43	00114753
HOME DEPOT	V6405234	4320 4355	263.49 173.47	436.96	00114754
HWANG, BETHANY	V6408748	5220	234.76	234.76	00114755
IMAGE APPAREL FOR BUS	V6402628	4345	164.62	164.62	00114756
INCLUSIVE EDUCATION A	V6410158	5860	1,670.00	1,670.00	00114757
IPC USA INC.	V6410467	4382	50,417.40	50,417.40	00114758
KATELLA HIGH SCHOOL	V6402515	8699	634.82	634.82	00114759
KENNEDY HIGH SCHOOL	V6402571	8699	225.53	225.53	00114760
LEXINGTON JUNIOR HIGH	V6402729	8699	738.38	738.38	00114761
LOARA ASB	V6402803	8699	213.58	213.58	00114762
MAGNATAG VISIBLE SYST	V6402919	4320	117.88	117.88	00114763
MAGNOLIA HIGH SCHOOL	V6402920	8699	348.55	348.55	00114764
MC FADDEN DALE HARDWA	V6403056	4355	41.90	41.90	00114765
MC KINNEY III, KELLIE	V6410801	5210	32.20	32.20	00114766

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
NEW HORIZONS CONTRACT	V6410459	5610	1,850.00	1,850.00	00114767
NEW MANAGEMENT INC.	V6405318	4347	141.60	141.60	00114768
NORTH ORANGE COUNTY	V6409396	5805	8,268.76	8,268.76	00114769
OFFICE DEPOT	V6403421	4310 9320	69.08 673.92	743.00	00114770
ORANGEVIEW JR HIGH SC	V6403468	8699	451.54	451.54	00114771
OXFORD ACADEMY	V6403485	8699	242.73	242.73	00114772
PARKER AND COVERT LLP	V6403544	5810	8,240.00	8,240.00	00114773
PENNER PARTITIONS INC	V6403625	4355	163.73	163.73	00114774
PITNEY BOWES	V6403677	5910	6,297.40	6,297.40	00114775
PREMIER AGENDAS INC.	V6406363	4310	6,013.44	6,013.44	00114776
RELIABLE OFFICE SOLUT	V6403889	9320	22,960.46	22,960.46	00114777
ROY PETE PAPER CUTTER	V6411088	4320	742.25	742.25	00114778
S.C. SIGNS AND SUPPLI	V6410977	4355	220.32	220.32	00114779
SAVANNA HIGH SCHOOL	V6404130	8699	358.58	358.58	00114780
SCHOOL SERVICES OF CA	V6404171	5210	350.00	350.00	00114781
SOUTH JHS ASB	V6405227	8699	985.01	985.01	00114782
SOUTHERN CALIFORNIA E	V6404370	5520	127,647.71	127,647.71	00114783
STEVENSON, ANNA	V6408980	5210	13.23	13.23	00114784
SYCAMORE JR HIGH ASB	V6404569	8699	181.32	181.32	00114785
TRI CITIES REFRIGERAT	V6406964	5610	1,533.80	1,533.80	00114786
TRUJILLO, MARTHA	V6411464	5210	52.86	52.86	00114787
TUFTS UNIVERSITY	V6404803	4310	28.00	28.00	00114788

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
US HEALTHWORKS MEDICA	V6410909	5810	135.00	135.00	00114789
WALKER JR HIGH SCHOOL	V6404990	8699	431.42	431.42	00114790
WALTERS WHOLESale	V6409053	4355	32.35	32.35	00114791
WESTERN HIGH SCHOOL A	V6405044	8699	427.53	427.53	00114792
*** CHECK GAP ***					
CARASOFT TECHNOLOGY	V6411374	5880	7,360.92	7,360.92	00114796
GENERAL BINDING CORPO	V6401829	4410	2,409.80	2,409.80	00114797
GILBERT SOUTH ASB	V6407543	5880	160.00	160.00	00114798
GLASBY MAINTENANCE SU	V6401863	9320	2,107.84	2,107.84	00114799
GONZALEZ, LAURA	V6410576	5220	46.95	46.95	00114800
HOME DEPOT	V6405234	4355	1,111.72	1,111.72	00114801
MARSHALL JR., GEORGE	V6409945	5821	3,105.72	3,105.72	00114802
MD INSTALLATIONS INT'	V6410469	5610	1,814.00	1,814.00	00114803
MITCHELL, NANCY	V6403249	5210	116.39	116.39	00114804
RESTAURANT DEPOT	V6407788	4310	116.06	116.06	00114805
ROCHA, KIMBERLY	V6409181	5210	166.39	166.39	00114806
SCHOOL HEALTH CORPORA	V6404160	4310 4320	100.45 117.17	217.62	00114807
SCHORR METALS INC	V6404179	4355	51.57	51.57	00114808
SEHI COMPUTER PRODUCT	V6404221	4310 4320	152.01 265.43	417.44	00114809
SHERWIN WILLIAMS CO.,	V6410919	9320	2,202.94	2,202.94	00114810
SMART AND FINAL IRIS	V6404306	4310	132.96	132.96	00114811

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SOUTHWEST SCHOOL AND	V6404383	4310	72.53	6,762.35	00114812
		9320	6,689.82		
STUTZ ARTIANO SHINOFF	V6408054	5821	30,102.35	30,102.35	00114813
*** CHECK GAP ***					
A U H S D FOOD SERVIC	V6400023	4390	327.24	327.24	00114815
ACS BILLING SERVICE	V6400072	5580	3,450.32	3,450.32	00114816
ALVARADO PAINTING, A	V6406348	5610	1,070.00	1,070.00	00114817
ANAHEIM DISPOSAL	V6400256	5580	1,308.90	1,308.90	00114818
ANAHEIM UNION HIGH SC	V6400267	5454	16,431.53	16,431.53	00114819
ARMSTRONG, IAN	V6408439	5220	45.48	45.48	00114820
ATVANTAGE ATHLETIC TR	V6411449	5805	6,500.00	6,500.00	00114821
BERARDI, JANET	V6402262	5220	49.51	49.51	00114822
BILLINGS, JANICE	V6402265	3701	958.80	958.80	00114823
BROOKS INSTALLATIONS	V6403919	5610	3,500.00	3,500.00	00114824
CAROLINA BIOLOGICAL S	V6400778	4310	215.22	215.22	00114825
CITY OF ANAHEIM	V6400957	5520	72,621.83	96,180.70	00114826
		5530	15,742.48		
		5580	7,816.39		
CITY OF BUENA PARK	V6400958	5530	8,636.93	8,636.93	00114827
CLT COMPUTER MWAIVE.CO	V6410378	4310	126.98	126.98	00114828
CONNELY, YULIANA	V6410771	5220	26.56	26.56	00114829
CONSOLIDATED DISPOSAL	V6401069	5580	6,600.26	6,600.26	00114830
CULVER NEWLIN INC	V6401188	4320	349.19	349.19	00114831
DEL SOL SCHOOL	V6411308	5860	5,752.50	5,752.50	00114832

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
DHAWAN, SONITA	V6410951	5220	61.25	61.25	00114833
DUCA, JASON	V6407065	5220	85.32	85.32	00114834
ESCOE, BARRY	V6400453	3701	958.80	958.80	00114835
FARMAN, JUANA	V6406999	5220	158.77	158.77	00114836
FENN TERMITE AND PEST	V6401679	5610	1,036.00	1,036.00	00114837
MC COWN, ERIN	V6410799	5220	60.46	60.46	00114838
RALPHS GROCERY COMPAN	V6403828	4310	561.72	561.72	00114839
SADA SYSTEMS INC	V6411435	5880	30,000.00	30,000.00	00114840
SAN DIEGO COUNTY OFFI	V6404098	5210	55.00	55.00	00114841
SCHOOL SPECIALTY INC	V6404173	4310	157.75	5,554.43	00114842
		4323	257.00		
		9320	5,139.68		
SHELTON, MIKE	V6403136	3701	634.00	634.00	00114843
SPICERS PAPER INC	V6404405	4320	740.24	740.24	00114844
SPOT COOLERS	V6411074	5620	3,661.20	3,661.20	00114845
STAPLES ADVANTAGE	V6410116	4310	130.42	648.99	00114846
		4320	518.57		
STEINLE, CHARLES	V6410113	3701	629.40	629.40	00114847
SWEETWATER	V6409201	4310	1,220.00	2,306.00	00114848
		4410	1,086.00		
SYCAMORE JR HIGH ASB	V6404569	5810	265.00	265.00	00114849
U S BANK	V6406511	4150	104.58	338.58	00114850
		4310	234.00		
VERA, CARLOS	V6408946	5220	55.66	55.66	00114851
VISION COMMUNICATIONS	V6404955	4320	1,348.82	1,413.62	00114852

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		4355	64.80		
*** CHECK GAP ***					
ALTERNATIVE REVOLVING	V6400190	4310	2,466.20	5,536.72	00114856
		4316	293.00		
		4318	63.42		
		4320	1,176.94		
		4347	392.22		
		4355	7.55		
		4390	993.19		
		5210	35.00		
		5910	109.20		
DOLINKA GROUP LLC.	V6411345	5810	9,050.79	9,050.79	00114857
MONTENEGRO, ROBERT	V6403968	3701	634.00	634.00	00114858
MOUNT PLEASANT CAMPUS	V6411428	5860	12,564.00	12,564.00	00114859
NETOP	V6406702	4310	150.00	150.00	00114860
ORRAN MECHANICAL	V6411315	5610	880.00	880.00	00114861
RED ROCK CANYON SCHOO	V6410336	5860	13,167.00	13,167.00	00114862
SMART AND FINAL IRIS	V6404306	4310	191.38	191.38	00114863
SPEECH AND LANGUAGE	V6404400	5860	21,650.01	21,650.01	00114864
THOMSON REUTERS WEST	V6407958	4210	128.53	128.53	00114865
TUPARAN, LOUIS	V6410822	5220	163.30	163.30	00114866
ALTERNATIVE REVOLVING	V6400190	4310	411.25	1,556.95	00114867
		4316	794.54		
		4320	200.00		
		4321	21.50		
		4333	4.00		
		4339	13.23		
		4390	112.43		
DISCIPLINA POSITIVA	V6411034	5810	4,000.00	4,000.00	00114868

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
A LINE INC	V6409724	5610	375.00	375.00	00114870
A Z PARTS SALES	V6409623	4375	62.09	2,343.02	00114871
		4376	133.72		
		4385	2,147.21		
A1 TRANSMISSION SERVI	V6400030	4370	492.34	1,142.34	00114872
		5610	650.00		
AGUILAR, HELEN	V6411472	5210	30.00	30.00	00114873
AICHELE, STEVEN G.	V6407891	5610	125.00	125.00	00114874
ALLIANCE ENVIRONMENTA	V6400169	5610	2,376.00	2,376.00	00114875
ALTERNATIVE REVOLVING	V6400190	4310	209.86	768.05	00114876
		4320	229.03		
		4347	117.29		
		4390	141.87		
		5210	70.00		
ANAHEIM DISPOSAL	V6400256	5580	6,284.58	6,284.58	00114877
ART SUPPLY WAREHOUSE	V6400350	4310	417.76	417.76	00114878
B AND H PHOTO VIDEO I	V6400422	4310	4,818.71	9,470.81	00114879
		4410	4,652.10		
B AND K ELECTRIC WHOL	V6400623	4355	192.79	192.79	00114880
B AND M LAWN AND GARD	V6400423	4347	1,331.42	1,331.42	00114881
BACH COMPANY, THE	V6407748	4310	2,216.16	2,216.16	00114882
BARNES AND NOBLE	V6400450	4210	1,616.65	1,666.68	00114883
		4310	50.03		
BARRERA, ROXANNE	V6409617	5210	30.00	30.00	00114884
BEE BUSTERS	V6400472	4347	250.00	250.00	00114885
BERBER, YOLANDA	V6409905	5220	5.88	5.88	00114886

*** CHECK GAP ***

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
BEREKIAN, BEVERLY	V6411469	5210	267.04	267.04	00114887
BIG D SUPPLIES	V6400508	4355	185.14	185.14	00114888
BIOMETRICS4ALL INC	V6409224	5880	64.50	64.50	00114889
BLACK AND DECKER U S	V6400533	4355	334.83	334.83	00114890
BROOKS INSTALLATIONS	V6403919	5610	225.00	225.00	00114891
BUREAU OF EDUCATION A	V6400627	5210	1,175.00	1,175.00	00114892
BUSWEST LLC	V6407892	4376 4385	181.85 369.49	551.34	00114893
CADA CENTRAL	V6400658	5210	295.00	295.00	00114894
CAMERON WELDING SUPPL	V6400741	4310 4355	28.08 28.08	56.16	00114895
CARSON SUPPLY CO	V6400788	4347	3,639.58	3,639.58	00114896
CART MAN INC, THE	V6404668	5610	674.59	674.59	00114897
CEMEX	V6404364	4347	1,578.58	1,578.58	00114898
CETPA EVENT REGISTRAT	V6408593	5210	425.00	425.00	00114899
CITY AUTO TOP	V6400953	4370	159.04	159.04	00114900
CLARK SECURITY PRODUC	V6400966	4355	2,172.05	2,172.05	00114901
COCO PRINTING AND GRA	V6410045	4320	613.44	613.44	00114902
CONTINENTAL CHEMICAL	V6409578	9320	6,955.20	6,955.20	00114903
CRYSTAL GLASS AND MIR	V6401153	4355 5610	892.78 1,378.24	2,271.02	00114904
CURRICULUM ASSOCIATES	V6401193	4310	410.06	410.06	00114905
DAILY SAW SERVICE	V6409559	5610	45.60	45.60	00114906
DE ROSA, SHERRY	V6411468	5210	105.00	105.00	00114907

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
DIESEL SPECIALISTS	V6406515	4376	2,975.14	2,975.14	00114908
DISCIPLINA POSITIVA	V6411034	5805	4,000.00	4,000.00	00114909
E.B. BRADLEY COMPANY	V6401456	4355	83.25	83.25	00114910
E.L. ACHIEVE INC.	V6411458	4310	399.17	399.17	00114911
EBERHARD EQUIPMENT	V6405532	5610	1,299.82	1,299.82	00114912
FEDERAL EXPRESS	V6401675	5910	16.46	16.46	00114913
FENN TERMITE AND PEST	V6401679	5610	1,427.00	1,427.00	00114914
FLEET PRIDE INC.	V6407248	4376	153.45	153.45	00114915
FLEET SERVICES INC	V6405625	4370	1,619.98	3,931.50	00114916
		4376	2,289.34		
		4385	22.18		
GALE	V6401797	5880	1,485.57	1,485.57	00114917
GANAHL LUMBER CO	V6401804	4355	8,014.23	8,014.23	00114918
GAS COMPANY, THE	V6404372	5510	21,895.21	21,895.21	00114919
GAYLORD BROS	V6401821	4310	402.35	402.35	00114920
GLASSY MAINTENANCE SU	V6401863	4347	75.55	75.55	00114921
GLENN, JERRY	V6402322	3701	417.60	417.60	00114922
GRAINGER	V6404982	4347	36.48	1,208.93	00114923
		4355	1,172.45		
GREATER ANAHEIM SELPA	V6401927	8311	178,285.89	178,285.89	00114924
GREENS DISCOUNT GLASS	V6409591	4355	64.80	64.80	00114925
GROVE, KELLY A.	V6409563	5220	73.45	73.45	00114926
HALDEMAN INC.	V6407148	4347	722.70	722.70	00114927
HAUGEN, CRAIG	V6401122	3701	634.00	634.00	00114928

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
IMAGE APAREL FOR BUS	V6402628	4345	391.08	391.08	00114929
IMPERIAL PRODUCTS INC	V6402137	4355	381.59	381.59	00114930
INTERLIGHT	V6410996	4310	624.93	624.93	00114931
IRON MOUNTAIN	V6409943	5812	148.00	148.00	00114932
JACKSONS A S BREA	V6406346	4347	563.80	563.80	00114933
JEYCO PRODUCTS INC	V6402332	9320	194.62	194.62	00114934
KONICA MINOLTA BUSINE	V6403156	5620	3,726.72	3,726.72	00114935
KRUEGER, CELESTE	V6409442	5220	74.86	74.86	00114936
LANGUAGE NETWORK INC	V6409301	5810	795.00	795.00	00114937
LARNER, JOHN	V6402395	3702	419.60	419.60	00114938
LEPOWSKY, BERNICE	V6411466	5210	40.00	40.00	00114939
LUNDQUIST, KATHY	V6402536	5220	189.84	189.84	00114940
MARTINESCU, JOSEPHINE	V6402432	5220	84.47	84.47	00114941
MATCO TECH	V6403024	5610	1,033.10	1,033.10	00114942
MC FADDEN DALE HARDWA	V6403056	4347 4355	145.98 497.54	643.52	00114943
MC GRAW HILL COMPANIE	V6403059	4150	5,304.89	5,304.89	00114944
MONTGOMERY, CHARLENE	V6411327	5210	13.28	13.28	00114945
OCDE	V6403452	5210	730.00	730.00	00114946
OPTIMUM ENERGY DESIGN	V6411411	5610	3,800.00	3,800.00	00114947
ORANGE COUNTY REGISTE	V6403461	4320	706.92	706.92	00114948
PACIFIC COAST SPEECH	V6410543	5805	12,975.00	12,975.00	00114949
PENNER PARTITIONS INC	V6403625	4355	132.30	132.30	00114950

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
PITNEY BOWES	V6403677	5620	2,553.00	2,553.00	00114951
POWERTRON BATTERY CO.	V6403715	5610	647.98	647.98	00114952
REEL LUMBER SERVICE	V6403871	4310	998.81	998.81	00114953
ROCKLER WOODWORKING A	V6403987	4310	116.70	116.70	00114954
ROSEBURROUGH TOOL CO.	V6404014	4355	345.30	345.30	00114955
SCHORR METALS INC	V6404179	4355	186.66	186.66	00114956
SMART AND FINAL IRIS	V6404306	4310	407.25	407.25	00114957
SOFTWARE 4 SCHOOLS	V6410482	4310	49.95	49.95	00114958
STATER BROS	V6407496	4310	61.93	61.93	00114959
TEXTBOOK WAREHOUSE	V6404663	4110	701.35	701.35	00114960
TIGER DIRECT INC	V6406757	4347	79.60	79.60	00114961
TYCO INTEGRATED SECUR	V6400100	5610	2,857.28	2,857.28	00114962
VALETTINA PIZZA COMPA	V6410252	4310	162.50	162.50	00114963
VIRCO MFG. CORPORATIO	V6404947	4310	1,499.04	1,499.04	00114964
*** CHECK GAP ***					
ALTERNATIVE REVOLVING	V6400190	4310	1,052.91	1,751.48	00114966
		5880	584.00		
		5910	114.57		
CSTA	V6401166	5210	1,308.00	1,308.00	00114967
DMA GREENCARE CONTRAC	V6411419	5610	7,485.10	7,485.10	00114968
JUBANY NAC ARCHITECTU	V6409796	6212	1,468.50	1,468.50	00114969
LA PALMA CLEANERS	V6411465	5560	2,015.50	2,015.50	00114970
MC FADDEN DALE HARDWA	V6403056	4347	176.55	176.55	00114971

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
MISSION LINEN SUPPLY	V6411115	4388	405.91	405.91	00114972
MONTGOMERY HARDWARE C	V6405624	4355	4,416.00	4,416.00	00114973
MUSICK AND PEELER AND	V6411143	5821	125.00	125.00	00114974
NCSS	V6403320	5210	395.00	395.00	00114975
OFFICE DEPOT	V6403421	4320 9320	118.79 387.07	505.86	00114976
ONE STOP PARTS SOURCE	V6406259	4370	224.61	224.61	00114977
ORANGE COUNTY CIRCUIT	V6409403	4355	32.40	32.40	00114978
ORANGE COUNTY FIRE PR	V6403457	5610	324.82	324.82	00114979
ORVAC ELECTRONICS	V6403479	4320	269.20	269.20	00114980
OXFORD UNIVERSITY PRE	V6403487	4150	2,227.47	2,227.47	00114981
PARKHOUSE TIRE INC.	V6403547	4386	7,127.03	7,127.03	00114982
PENNER PARTITIONS INC	V6403625	4355	564.84	564.84	00114983
PIONEER DRAMA SERVICE	V6403673	4310	516.00	516.00	00114984
POOL SUPPLY OF ORANGE	V6403700	4347	777.60	777.60	00114985
PROMOTE MARKETING CON	V6409161	4320	351.65	351.65	00114986
REAL, JEANNETTE	V6411176	5220	89.16	89.16	00114987
SAGE SOFTWARE	V6408524	4320	379.00	379.00	00114988
SANDRA A. MADRID	V6411384	5810	800.00	800.00	00114989
SCHORR METALS INC	V6404179	4370	142.37	142.37	00114990
SEHI COMPUTER PRODUCT	V6404221	4320	91.30	91.30	00114991
SERVICE REPRODUCTION	V6406106	9320	321.36	321.36	00114992
SHOW OFF DESIGNS INC.	V6405794	4310	657.88	657.88	00114993

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SKS INC	V6404058	4384	1,630.24	1,630.24	00114994
STEINBRICK, GAIL	V6408751	5220	167.87	167.87	00114995
SUPPLYMASTER	V6404538	4310	118.93	118.93	00114996
TEACHER'S DISCOVERY	V6404620	4310	401.92	401.92	00114997
TIME AND ALARM SYSTEM	V6404729	5610	303.00	303.00	00114998
TIRES WAREHOUSE	V6411116	4386	3,850.74	3,850.74	00114999
TORO AIRE INC	V6408584	4347	60.48	60.48	00115000
TREE HOUSE INC, THE	V6410663	9320	221.40	221.40	00115001
UNION AUTO SERVICE CE	V6404840	4370 5610	1,627.76 2,139.95	3,767.71	00115002
UNITED PARCEL SERVICE	V6408429	5910	586.96	586.96	00115003
VERNIER SOFTWARE	V6404919	4310	354.24	354.24	00115004
VISTA HIGHER LEARNING	V6411394	4150	7,932.12	7,932.12	00115005
WALTERS WHOLESALE	V6409053	4355	74.17	74.17	00115006
WARD'S NATURAL SCIENC	V6404999	4310 4320	228.25 81.28	309.53	00115007
WAXIE SANITARY SUPPLY	V6405008	9320	282.36	282.36	00115008
WEBB ELECTRONICS	V6407438	4410	1,289.00	1,289.00	00115009
WENGER CORP	V6405024	4310	391.80	391.80	00115010
WESTERN PSYCHOLOGICAL	V6405047	4310	2,062.88	2,062.88	00115011
WESTRUX INTERNATIONAL	V6405053	4370 4376	403.97 5,236.33	5,640.30	00115012
WURTH USA INC	V6408563	4375	977.19	977.19	00115013
GARY'S RADIATOR SERVI	V6401818	5610	175.00	175.00	00115014

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GILMAN, GARY R.	V6410259	5810	540.00	540.00	00115015
GLASBY MAINTENANCE SU	V6401863	4347	464.75	464.75	00115016
GOLDEN STATE WATER CO	V6408018	5530	56,017.00	56,017.00	00115017
GOLDEN WEST MEDICAL C	V6401892	5810	255.00	255.00	00115018
GOV CONNECTION	V6406748	9320	138.62	138.62	00115019
GRAINGER	V6404982	4355	2,021.71	2,021.71	00115020
HAIKU LEARNING SYSTEM	V6410430	5880	214.00	214.00	00115021
HERNANDEZ, JOSE	V6408762	5880	1,320.00	1,320.00	00115022
HOPKINS, LISA	V6411282	5210	30.00	30.00	00115023
JB BOSTICK COMPANY IN	V6411311	6165	34,868.90	34,868.90	00115024
MC FADDEN DALE HARDWA	V6403056	4355	115.04	115.04	00115025
MONTGOMERY, CHARLENE	V6411327	5210	94.26	94.26	00115026
MULTI HEALTH SYSTEMS	V6403217	4310	2,725.00	2,725.00	00115027
PARKER AND COVERT LLP	V6403544	5821	44,113.34	44,113.34	00115028
PIPS	V6407384	3601 3602	222,751.43 74,250.48	297,001.91	00115029
REALL, JULIEANNE	V6408222	5210	298.84	298.84	00115030
REGAL AWARDS	V6403875	4320	868.32	868.32	00115031
RELIABLE SHEET METAL	V6403891	4355	437.40	437.40	00115032
S.C. SIGNS AND SUPPLI	V6410977	4355	344.84	344.84	00115033
SPOT COOLERS	V6411074	5620	12,517.20	12,517.20	00115034
SURTEC SYSTEM, THE	V6411412	4355	665.45	665.45	00115035
TROXELL COMMUNICATION	V6404796	4310	1,827.36	1,827.36	00115036

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
UNITED RENTALS	V6404854	5620	2,414.39	2,414.39	00115037
US AIR CONDITIONING D	V6404317	4355	412.28	412.28	00115038
*** CHECK GAP ***					
AAA ELECTRIC MOTOR SA	V6400033	4347	1,179.34	1,179.34	00115043
ACCURATE LABEL DESIGN	V6405870	4310	582.95	582.95	00115044
ACE HARDWARE	V6411077	4310	32.42	32.42	00115045
ACOUSTICAL MATERIAL S	V6400070	4355	119.12	119.12	00115046
ADVANCE PLACEMENT PRO	V6400103	4310	476.00	476.00	00115047
AWARDS BY PAUL	V6400412	4320	213.84	213.84	00115048
B AND K ELECTRIC WHOL	V6400623	4355	351.97	351.97	00115049
BALL JR HIGH SCHOOL	V6400433	5810	2,347.50	2,347.50	00115050
BARBA, PATRICIA	V6403565	5210	499.76	499.76	00115051
BEACON DAY SCHOOL	V6409269	5860	33,560.86	33,560.86	00115052
BLICK ART MATERIALS	V6401357	4310	422.93	422.93	00115053
BROOKHURST JUNIOR HIG	V6400602	5810	530.00	530.00	00115054
BUSINESS MACHINES UNL	V6400636	5610	204.00	204.00	00115055
CARASOFT TECHNOLOGY	V6411374	5880	5,111.75	5,111.75	00115056
CITY OF ANAHEIM	V6400957	5580	620.02	620.02	00115057
COCO PRINTING AND GRA	V6410045	5810	415.80	415.80	00115058
CORREIA, FRANCES	V6401738	5220	86.22	86.22	00115059
CSPCA	V6409770	5310	1,118.00	1,118.00	00115060
D. HAUPTMAN CO. INC.	V6405405	9320	1,566.00	1,566.00	00115061

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
DHK PLUMBING AND PIP	V6409955	5610	7,206.56	7,206.56	00115062
DUNN EDWARDS PAINTS	V6401448	4355	850.03	850.03	00115063
E.B. BRADLEY COMPANY	V6401456	4355	45.36	45.36	00115064
EBERHARD EQUIPMENT	V6405532	4347	498.79	498.79	00115065
ECONOMY RENTALS INC	V6401478	5620	120.00	120.00	00115066
EPL SOLUTIONS	V6411205	4355	61.88	61.88	00115067
EVERYTHING MEDICAL	V6404851	9320	772.08	772.08	00115068
EWING IRRIGATION PROD	V6401634	4347	310.96	310.96	00115069
EXPRESS PIPE AND SUPP	V6401644	4355	584.10	584.10	00115070
GRAINGER	V6404982	4355	446.29	446.29	00115071
H AND H AUTO PARTS WH	V6401967	4370	335.49	2,946.08	00115072
		4376	818.61		
		4385	1,791.98		
HARCOURT OUTLINES	V6406799	4315	212.37	212.37	00115073
HD INDUSTRIES	V6401983	4370	194.14	1,377.82	00115074
		4376	1,183.68		
HIRSCH PIPE AND SUPPL	V6411238	4355	151.27	151.27	00115075
*** VOID CONTINUE *** VOID CONTINU			0.00	0.00	00115076
HOME DEPOT	V6405234	4347	108.80	1,909.33	00115077
		4355	1,631.98		
		4375	168.55		
HOWARD INDUSTRIES	V6402088	4347	101.88	101.88	00115078
HP DIRECT	V6408671	4310	16.00	1,535.00	00115079
		4410	799.00		
		5880	720.00		
IMAGE APPAREL FOR BUS	V6402628	4345	522.52	522.52	00115080

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
IMPERIAL PRODUCTS INC	V6402137	4355	4,258.55	4,258.55	00115081
INTERLIGHT	V6410996	4320	419.94	419.94	00115082
IXL	V6410650	5880	1,300.00	1,300.00	00115083
J.W. PEPPER AND SON I	V6402214	4310	414.55	414.55	00115084
*** VOID CONTINUE *** VOID.CONTINU			0.00	0.00	00115085
JACKSONS A S BREA	V6406346	4370	755.61	6,116.24	00115086
		4375	258.68		
		4376	1,274.45		
		4385	2,264.03		
		4387	1,154.12		
		5610	409.35		
JEFFREY R. JENSEN	V6411461	5810	3,000.00	3,000.00	00115087
JEYCO PRODUCTS INC	V6402332	4375	5,080.80	5,106.23	00115088
		9320	25.43		
JOE RHODES MAINTENANC	V6402367	5610	616.46	616.46	00115089
JOSTENS	V6402437	4320	34.73	34.73	00115090
KAM, GLORIA	V6410057	5210	59.15	59.15	00115091
KEYBOARD TEACHER	V6406412	4320	373.09	373.09	00115092
LA PALMA CLEANERS	V6411465	5560	533.10	533.10	00115093
LANGUAGE NETWORK INC	V6409301	5810	596.25	596.25	00115094
LEE, SANG HU	V6404111	5220	46.90	46.90	00115095
LIND, AUGUSTA	V6410694	5220	26.10	26.10	00115096
MAGNOLIA HIGH SCHOOL	V6402920	5810	3,820.00	3,820.00	00115097
MC DIARMID, JANET	V6410800	5210	55.84	55.84	00115098
MEDCO SPORTS MEDICINE	V6405872	4320	860.54	860.54	00115099

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
OPTIMUM ENERGY DESIGN	V6411411	5610	7,350.00	7,350.00	00115100
ORANGE COUNTY PUBLIC	V6411157	5810	13,082.00	13,082.00	00115101
ORANGEVIEW JR HIGH SC	V6403468	5810	430.00	430.00	00115102
ORVAC ELECTRONICS	V6403479	4320	26.95	26.95	00115103
PARK, ESTHER	V6411350	5220	12.15	12.15	00115104
RS ROOFING	V6410610	5610	6,985.00	6,985.00	00115105
SCHOOL SPECIALTY INC	V6404173	4310	1,043.38	1,043.38	00115106
SCHORR METALS INC	V6404179	4355	145.35	145.35	00115107
SHERWIN WILLIAMS CO.,	V6410919	4355	285.76	285.76	00115108
SMART AND FINAL IRIS	V6404306	4310	76.41	76.41	00115109
STEVENSON, ANNA	V6408980	5210	47.80	47.80	00115110
TYCO INTEGRATED SECUR	V6400100	5610	564.68	564.68	00115111
US GAMES INC	V6404813	9320	2,302.38	2,302.38	00115112
WINN, KIMBERLY	V6402596	5210	51.42	51.42	00115113
				*** CHECK GAP ***	
C2 REPROGRAPHICS	V6408990	5880	744.66	744.66	00115119
JASPER ENGINES AND TR	V6409131	4370 4376	5,383.80 8,532.00	13,915.80	00115120
SCHAFFER, BOBBIE	V6411421	5850	2,000.00	2,000.00	00115121
				*** CHECK GAP ***	
MUSEUM OF TOLERANCE	V6403225	4310	503.50	503.50	00115123
BEST BEST AND KRIEGER	V6400491	5821	5,391.20	5,391.20	00115124

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
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TOTAL FOR FUND: 0101 GENERAL FUND 3,627,725.72

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		Object	Object Total		
		3601	222,751.43		
		3602	74,250.48		
		3701	4,866.60		
		3702	419.60		
		4110	834.84		
		4150	27,960.34		
		4199	48.50		
		4210	1,745.18		
		4299	-65.00		
		4310	132,549.07		
		4311	-36.40		
		4312	40.00		
		4314	219.60		
		4315	212.37		
		4316	1,073.55		
		4317	259.58		
		4318	63.42		
		4320	23,019.67		
		4321	21.50		
		4323	587.15		
		4325	17.58		
		4327	74.78		
		4330	7.74		
		4333	99.01		
		4334	647.18		
		4336	20.24		
		4337	26.84		
		4339	13.23		
		4345	1,922.58		
		4347	27,957.48		
		4355	66,899.87		
		4370	11,339.11		
		4375	6,547.31		
		4376	22,841.29		
		4382	50,417.40		
		4384	3,205.24		
		4385	6,594.89		
		4386	10,977.77		
		4387	1,154.12		
		4388	405.91		
		4390	2,427.89		
		4410	59,261.65		

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
	5210		41,586.01		
	5220		2,937.34		
	5310		1,652.00		
	5454		18,801.53		
	5510		22,032.88		
	5520		446,597.82		
	5530		121,620.36		
	5560		2,548.60		
	5580		162,689.19		
	5610		138,579.64		
	5620		33,180.34		
	5721		2,685.00		
	5805		118,918.26		
	5810		87,594.61		
	5812		148.00		
	5821		103,294.53		
	5850		2,000.00		
	5860		145,120.87		
	5870		22,061.46		
	5880		209,940.71		
	5910		7,449.47		
	5918		25,413.08		
	5920		-404.00		
	6165		34,868.90		
	6212		1,468.50		
	6216		9,995.00		
	6291		1,112.00		
	7223		845,213.92		
	8311		178,285.89		
	8695		242.50		
	8699		7,129.54		
	9320		69,281.18		

TOTAL FOR FUND: 0101 GENERAL FUND 3,627,725.72

Total Number Of Checks Printed: 642
 Number Of Void Checks Printed: 3
 Number Of Actual Checks Printed: 639

FUND: 2525 CAPITAL FAC

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
PUBLIC ECONOMICS INC	V6403787	5810	1,079.41	1,079.41	00114511
				*** CHECK GAP ***	
KNOWLAND CONSTRUCTION	V6409073	6291	704.00	704.00	00114740
				*** CHECK GAP ***	
BRAVO CONCRETE CONSTR	V6411377	6165	29,869.44	29,869.44	00114814
				*** CHECK GAP ***	
PUBLIC ECONOMICS INC	V6403787	5810	1,210.00	1,210.00	00115114

TOTAL FOR FUND: 2525 CAPITAL FAC 32,862.85

Object	Object Total
5810	2,289.41
6165	29,869.44
6291	704.00

TOTAL FOR FUND: 2525 CAPITAL FAC 32,862.85

Total Number Of Checks Printed: 4
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 4

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
KNOWLAND CONSTRUCTION	V6409073	6291	1,595.00	1,595.00	00114741
				*** CHECK GAP ***	
U S BANK	V6406511	7619	248,981.75	248,981.75	00114869
				*** CHECK GAP ***	
PARKIA INC	V6411312	6216	12,900.00	12,900.00	00115039
				*** CHECK GAP ***	
C2 REPROGRAPHICS	V6408990	6245	116.94	116.94	00115122

TOTAL FOR FUND: 2545 CAP FAC AGENCY 263,593.69

Object	Object Total
6216	12,900.00
6245	116.94
6291	1,595.00
7619	248,981.75

TOTAL FOR FUND: 2545 CAP FAC AGENCY 263,593.69

Total Number Of Checks Printed: 4
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 4

ANAHEIM UHSD 12/03/13 Vendor Check Register
TUE, DEC 03, 2013, 1:42 PM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 13636548 #J148--prog: CK517 <1.01>--report id: CKREGSOC

FUND: 3535 SCHL FAC

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
KNOWLAND CONSTRUCTION V6409073		6291	150.00	150.00	00114742

*** CHECK GAP ***

TOTAL FOR FUND: 3535 SCHL FAC 150.00

Object	Object Total
6291	150.00

TOTAL FOR FUND: 3535 SCHL FAC 150.00

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

ANAHEIM UHSD 12/03/13 Vendor Check Register
 TUE, DEC 03, 2013, 1:42 PM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 13636548 #J148--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 6768 INS-WCI

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
KEENAN ASSOCIATES	V6409242	5811	6,500.00	6,500.00	00114793
				*** CHECK GAP ***	
AUHSD	V6400400	5890	2,523.16	2,523.16	00114853
				*** CHECK GAP ***	
TOTAL FOR FUND: 6768 INS-WCI			9,023.16		

Object	Object Total
5811	6,500.00
5890	2,523.16

TOTAL FOR FUND: 6768 INS-WCI 9,023.16

Total Number Of Checks Printed: 2
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 2

FUND: 6769 INS - H&W

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AUHS	V6400400	5891	1,323,215.33	1,323,215.33	00114512
VISION SERVICE PLAN	V6404956	5464	42,375.95	42,375.95	00114513
				*** CHECK GAP ***	
DELTA DENTAL INSURANC	V6411391	5465	9,797.35	9,797.35	00114559
STIKLEATHER, DEBBIE	V6407173	5899	3,592.58	3,592.58	00114560
				*** CHECK GAP ***	
ANTHEM BLUE CROSS	V6409810	5461	1,288,564.26	1,288,564.26	00114605
EXPRESS SCRIPTS INC.	V6410974	5895	75,501.65	75,501.65	00114634
				*** CHECK GAP ***	
CALIFORNIA SCHOOLS DE	V6405368	5892	244,046.00	244,046.00	00114794
EXPRESS SCRIPTS INC.	V6410974	5895	84,070.40	84,070.40	00114795
				*** CHECK GAP ***	
AUHS	V6400400	5891	972,782.53	972,782.53	00114854
EXPRESS SCRIPTS INC.	V6410974	5895	96,355.52	96,355.52	00114855
				*** CHECK GAP ***	
BENISTAR HARTFORD	V6410980	5466	73,791.03	73,791.03	00114965
				*** CHECK GAP ***	
GALLAGHER BENEFIT SER	V6408675	5812	11,000.00	11,000.00	00115040
METLIFE	V6408692	5462	18,154.50	18,154.50	00115041
MHN SERVICES	V6406987	5463	33,491.31	33,491.31	00115042

ANAHEIM UHSD 12/03/13 1:42 PM --req: KORR-----1eq: 64 ---loc: 64FISCAL--job: 13636548 #J148--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 6769 INS - H&W

Vendor Check Register

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AMERICAN FIDELITY ASS	V6408036	5450	7,287.64	7,287.64	00115115
EXPRESS SCRIPTS INC.	V6410974	5895	93,255.75	93,255.75	00115116
PINNACLE CLAIMS MANAG	V6409946	5812	147,373.00	147,373.00	00115117

*** CHECK GAP ***

TOTAL FOR FUND: 6769 INS - H&W 4,524,654.80

Object	Object Total
5461	1,288,564.26
5450	7,287.64
5462	18,154.50
5463	33,491.31
5464	42,375.95
5465	9,797.35
5466	73,791.03
5812	158,373.00
5891	2,295,997.86
5892	244,046.00
5895	349,183.32
5899	3,592.58

TOTAL FOR FUND: 6769 INS - H&W 4,524,654.80

Total Number Of Checks Printed: 17
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 17

ANAHEIM UHSD 12/03/13 1:42 PM --req: KORR-----leg: 64 -----loc: 64FISCAL--job: 13636548 #J148--prog: CK517 <1.01>---report id: CKREGSOC

FUND: 7676 WARRANT/PASSTHRU

Vendor Check Register

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GREATER ANAHEIM SELEA	V6401927	9620	6,721,819.00	6,721,819.00	00115118

TOTAL FOR FUND: 7676 WARRANT/PASSTHRU 6,721,819.00

Object	Object Total
9620	6,721,819.00

TOTAL FOR FUND: 7676 WARRANT/PASSTHRU 6,721,819.00

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

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 12/12/2013

FROM 10/29/2013 TO 12/02/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H64A0128	ADVANCED OFFICE SERVICES	2,596.00	1,000.00	0110230081 4320	MAINTENANCE/MO / OTHER OFFICE/MISC
			1,596.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
H64A0129	MOTA, YOLANDA	2,370.00	2,370.00	0177177072 5454	RISK MANAGEMENT / LIABILITY CLAIM
H64A0130	PARKER AND COVERT LLP	9,000.00	9,000.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL
H64A0131	ADVANCED OFFICE SERVICES	5,684.00	1,000.00	0110230081 4320	MAINTENANCE/MO / OTHER OFFICE/MISC
			4,684.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
H64A0132	NORTH ORANGE COUNTY	12,000.00	12,000.00	0115532121 5805	ADM/GEAR-UP #2 CSUF / INSTRUCTIONAL PROF
H64A0133	DISCIPLINA POSITIVA	4,000.00	4,000.00	0124381010 5810	LO/TITLE I/INSTRUCTIONAL /
H64A0134	DISCIPLINA POSITIVA	12,000.00	4,000.00	0120000810 5805	AN/LCFF-SUPPLEMENTAL/INSTR / INSTRUCTIONAL
			8,000.00	0120381110 5805	TITLE I - PARENTING / INSTRUCTIONAL PROF
H64A0136	LAW OFFICES OF MAUREEN GRAVES	2,500.00	2,500.00	0119283039 5850	SYS/OTHER PUPIL / JUDGEMENTS
H64A0137	J AND A FENCE	98,500.00	98,500.00	4524725185 6126	ANA/STADIUM/FAC ACQ / SITE IMPR
H64C0124	DENNIS UNIFORM	842.72	842.72	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
H64C0132	CLT COMPUTER MWAVE.COM	126.98	126.98	0124381010 4310	LO/TITLE I/INSTRUCTIONAL / INSTRUCTIONAL
H64C0154	IMAGE APPAREL FOR BUSINESS	381.83	381.83	0156156081 4345	FACILITIES/MO / OPERATIONS SUPPLIES -
H64C0157	CULVER NEWLIN INC	407.51	407.51	0128000010 4320	CY/INSTR / OTHER OFFICE/MISC SUPPLIES
H64C0158	SAN JOAQUIN COUNTY OF EDUCATIO	3,945.75	3,945.75	0104104072 5880	CERT HR/GENL ADM / OTHER OPERATING
H64C0161	COLLINS BUSINESS EQUIPMENT	682.34	682.34	0119283039 4370	SYS/OTHER PUPIL / REPAIRS - EQUIPMENT
H64C0165	M AND M MASONRY CONSTRUCTION I	1,300.00	1,300.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
H64C0166	DHK PLUMBING AND PIPING	1,650.00	1,650.00	0138239081 5610	BALL/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
H64C0167	A LINE INC	400.00	400.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
H64C0168	APEX TENT AND PARTY	772.78	772.78	0124000010 5620	LOARA/INSTR / RENTALS/OPERATING LEASES
H64C0169	GOLDEN STATE PAVING CO INC	1,700.00	1,700.00	0122230081 5610	MA/GENERAL/MO / REPAIRS/MAINT - O/S
H64C0170	SUPPLYMASTER	118.94	118.94	0120005010 4310	ANAHEIM/ART/INSTR / INSTRUCTIONAL MATL &
H64C0171	PRO STAR	14,450.00	14,450.00	0131235081 6490	BR/HVAC/MO / EQUIPMENT - OTHER

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H64C0172	HALDEMAN INC.	722.70	722.70	0128235081 4347	CY/HVAC/MO / OPERATIONS SUPPLIES - MISC
H64C0173	A AND V CONTRACTORS INC.	1,795.00	1,795.00	0121230081 5610	WESTERN/GENERAL/MO / REPAIRS/MAINT - O/S
H64C0174	ALVARADO PAINTING, A	400.00	400.00	0122237081 5610	MA/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
H64C0175	PRESTIGE STRIPING SERVICES INC	510.00	510.00	0124237081 5610	LOARA/PAINT/MO / REPAIRS/MAINT - O/S
H64C0176	RS ROOFING	6,985.00	6,985.00	0150241081 5610	ADMIN/ROOF/MO / REPAIRS/MAINT - O/S SERVICES
H64C0177	BEST CONTRACTING SERVICES INC.	5,945.00	5,945.00	0127241081 5610	KE/ROOF/MO / REPAIRS/MAINT - O/S SERVICES
H64C0178	SIGNATURE FLOORING INC.	7,200.00	7,200.00	0125233081 5610	KA/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
H64C0179	PRO STAR	1,000.00	1,000.00	0127235081 5610	KE/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
H64C0182	BROOKS INSTALLATIONS	500.00	500.00	0121230081 5610	WESTERN/GENERAL/MO / REPAIRS/MAINT - O/S
H64C0183	PARKIA INC	5,000.00	5,000.00	0142231081 5610	OXFORD/ELECTRIC/MO / REPAIRS/MAINT - O/S
H64C0184	BEST CONTRACTING SERVICES INC.	903.00	903.00	0123241081 5610	SA/ROOF/MO / REPAIRS/MAINT - O/S SERVICES
H64C0185	NCSS	395.00	395.00	0140381010 5210	SOUTH/ECIAI/INSTR / TRAVEL AND CONFERENCE
H64C0186	LIFETIME MEMORY PRODUCTS INC	8,560.51	8,560.51	0121393010 5880	WESTERN/VEA-2B/INSTR / OTHER OPERATING
H64C0187	LIFETIME MEMORY PRODUCTS INC	1,080.00	1,080.00	0121393010 5880	WESTERN/VEA-2B/INSTR / OTHER OPERATING
H64C0188	LIFETIME MEMORY PRODUCTS INC	1,224.72	1,224.72	0121393010 5880	WESTERN/VEA-2B/INSTR / OTHER OPERATING
H64C0189	ALVARADO PAINTING, A	400.00	400.00	0125237081 5610	KA/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
H64C0190	DHK PLUMBING AND PIPING	1,000.00	1,000.00	0122239081 5610	MA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
H64C0191	GOLDEN STATE PAVING CO INC	2,500.00	2,500.00	0131238081 5610	BR/PAVING/MO / REPAIRS/MAINT - O/S SERVICES
H64C0192	TURF STAR INC	1,000.00	1,000.00	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
H64C0193	PAUL MORTE TECHNICAL SERVICES	100.00	100.00	0147140027 5610	HOPE/SCHOOL ADMINISTRATION /
H64C0195	ALVARADO PAINTING, A	400.00	400.00	0128237081 5610	CY/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
H64C0196	J AND A FENCE	2,200.00	2,200.00	0128232081 5610	CY/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
H64C0197	PACIFIC ENVIRONMENTAL AND ABAT	3,000.00	1,500.00	0134230081 5610	WA/GENERAL/MO / REPAIRS/MAINT - O/S
			1,500.00	0135230081 5610	DALE/GENERAL/MO / REPAIRS/MAINT - O/S

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FROM 10/29/2013 TO 12/02/2013

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H64C0198	CLASSIC PARTY RENTALS	360.00	360.00	0120000010 5620	ANAHEIM/INSTR / RENTALS/OPERATING LEASES
H64C0199	CAHPERD	325.00	325.00	0144027010 5210	LEX/PHYS ED/INSTR / TRAVEL AND CONFERENCE
H64R0101	TEXTBOOK WAREHOUSE	10,705.77	10,705.77	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
H64R0582	OCDE	100.00	100.00	0153000821 5210	SP PR/LCFF-SUPPLEMENTAL/SUPV / TRAVEL AND
H64R0606	PERMA BOUND	718.42	718.42	0128000010 4110	CY/INSTR / APPROVED TEXTS/CORE CURR.MATL
H64R0607	SOUTHWEST SCHOOL AND OFFICE SU	72.53	72.53	0128037010 4310	CY/SOC SCI/INSTR / INSTRUCTIONAL.MATL &
H64R0608	OFFICE DEPOT	69.08	69.08	0125252011 4310	KA/MILD MODERATE/SE SEP CL/NSE /
H64R0609	CM SCHOOL SUPPLY	110.04	110.04	0125252011 4310	KA/MILD MODERATE/SE SEP CL/NSE /
H64R0610	MOORE MEDICAL CORP.	561.16	561.16	0119283021 4320	SYS/SUPV INST / OTHER OFFICE/MISC SUPPLIES
H64R0611	LAKESHORE CURRICULUM	330.16	330.16	0147257011 4323	SEVER HDCP/SE SEP CL/SEV / INSTR.MATL &
H64R0612	SCHOOL SPECIALTY INC	252.88	252.88	0147257011 4323	SEVER HDCP/SE SEP CL/SEV / INSTR.MATL &
H64R0613	NKS MECHANICAL CONTRACTING INC	300.00	300.00	0132235081 5610	OR/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
H64R0614	ORANGE COUNTY SANITATION DISTR	114,591.00	114,591.00	0110230081 5580	MAINTENANCE/MO / SANITATION
H64R0615	COLLEGE BOARD	205.00	205.00	0125000010 5210	KA/INSTR / TRAVEL AND CONFERENCE
H64R0616	POWERTRON BATTERY CO.	647.98	647.98	0124000010 5610	LOARA/INSTR / REPAIRS/MAINT - O/S SERVICES
H64R0617	JOSTENS	18,023.60	3,735.21 14,288.39	0125000010 5880 0125025040 5880	KA/INSTR / OTHER OPERATING EXPENSES KA/ASB/ANCIL / OTHER OPERATING EXPENSES
H64R0618	SCHOOL HEALTH CORPORATION	118.10	118.10	0134000034 4320	WA/HEALTH / OTHER OFFICE/MISC SUPPLIES
H64R0619	WARD'S NATURAL SCIENCE EST	81.28	81.28	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
H64R0620	JOSTENS OF ANAHEIM	313.20	313.20	0123140027 4320	SA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
H64R0621	CADA CENTRAL	885.00	295.00 590.00	0135000027 5210 0135025040 5210	DALE/SCHOOL ADMINISTRATION / TRAVEL AND DALE/ANCIL / TRAVEL AND CONFERENCE
H64R0622	VERNIER SOFTWARE	387.04	387.04	0124381010 4310	LO/TITLE I/INSTRUCTIONAL / INSTRUCTIONAL
H64R0623	E.L. ACHIEVE INC.	396.48	396.48	0121000810 4310	WE/LCFF-SUPPLEMENTAL/INSTR /

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H64R0624	JUNIOR LIBRARY GUILD	1,292.76	1,292.76	0135025040 4310	DALE/ANCIL / INSTRUCTIONAL MATL & SUPPLIES
H64R0625	STAPLES ADVANTAGE	265.56	265.56	0153381021 4320	SP PR ADM/ECIA1/SUPV INST / OTHER OFFICE/MISC
H64R0626	KEYBOARD TEACHER	424.80	424.80	0131002010 4320	BR/BUS ED/INSTR / OTHER OFFICE/MISC SUPPLIES
H64R0627	FERGUSON ENTERPRISES INC	3,037.50	3,037.50	0121239081 4410	WESTERN/PLUMB/MO / EQUIPMENT -
H64R0628	CUMMINS PACIFIC LLC	205.89	205.89	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
H64R0629	WENGER CORP	391.80	391.80	0121007010 4310	WESTERN/INS MUS/INSTR / INSTRUCTIONAL MATL
H64R0630	WARD'S NATURAL SCIENCE EST	228.25	228.25	0135032010 4310	DALE/G/EN SCI/INSTR / INSTRUCTIONAL MATL &
H64R0631	CURRICULUM ASSOCIATES INC	406.80	406.80	0121252011 4310	WE/MILD MODERATE/SE SEP CL/NSE /
H64R0632	OFFICE DEPOT	118.79	118.79	0168000010 4320	GI SOUTH/INSTR / OTHER OFFICE/MISC SUPPLIES
H64R0633	KEENAN ASSOCIATES	6,500.00	6,500.00	6800680060 5811	WORKERS COMP/ENTERP / ADMIN FEE - WORKERS
H64R0634	DEPARTMENT OF GENERAL SERVICES	12,716.00	12,716.00	0104104072 5821	CERT HR/GENL ADM / LEGAL FEES
H64R0635	CADA CENTRAL	295.00	295.00	0122025040 5210	MA/ASB/ANCIL / TRAVEL AND CONFERENCE
H64R0636	SILVER STATE TRAILWAYS	4,236.32	4,236.32	0125000810 5620	KA/LCFF-SUPPLEMENTAL/INSTR /
H64R0637	CALIFORNIANS DEDICATED TO EDUC	350.00	350.00	0117393010 5210	INSTR SVC/VEA-2B/INSTR / TRAVEL AND
H64R0638	JEFFREY R. JENSEN	3,000.00	3,000.00	0123007010 5810	SA/INS MUS/INSTR / NON-INSTRUCTIONAL PROF
H64R0639	ORANGE COUNTY REGISTER	706.92	706.92	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
H64R0640	U S BANK	2,750.00	2,750.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING
H64R0641	U S BANK	825.00	825.00	0156164572 5880	DEF MAINT CATEG FLEX/O TH GENL / OTHER
H64R0642	FOLLETT LIBRARY RESOURCES	111.97	111.97	0140001024 4310	LIBRARY / INSTRUCTIONAL MATL & SUPPLIES
H64R0643	GAYLORD BROS	433.32	433.32	0140001024 4310	LIBRARY / INSTRUCTIONAL MATL & SUPPLIES
H64R0644	YAMAHA GOLF CARS OF CALIFORNIA	6,478.92	2,978.92	0140140027 6490	SOUTH/SCH ADM/SCH ADM / EQUIPMENT - OTHER
			3,500.00	0140591527 6490	SO/LOC GRANTS & GIFTS/SCH ADMN / EQUIPMENT
H64R0645	MEDCO SPORTS MEDICINE	925.11	925.11	0122028034 4320	MAGNOLIA/ATHLETICS/HEALTH / OTHER
H64R0646	FISHER SCIENCE EDUCATION	33.10	33.10	0135032010 4310	DALE/G/EN SCI/INSTR / INSTRUCTIONAL MATL &

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H64R0647	TEACHER'S DISCOVERY	431.19	431.19	0121000810 4310	WE/LCFF-SUPPLEMENTAL/INSTR /
H64R0648	CALIFORNIA MATHEMATIC LEAGUE	97.20	97.20	0125381010 4310	KA/ECIAI/INSTR / INSTRUCTIONAL MATL &
H64R0649	STAPLES ADVANTAGE	57.11	57.11	0124002010 4310	LO/BUS ED/INSTR / INSTRUCTIONAL MATL &
H64R0650	STAPLES ADVANTAGE	255.14	255.14	0135255511 4310	VISION/SE SEP CL/SEV / INSTRUCTIONAL MATL &
H64R0651	STAPLES ADVANTAGE	101.69	101.69	0125024010 4310	KA/MATH/INSTR / INSTRUCTIONAL MATL &
H64R0652	STAPLES ADVANTAGE	151.64	151.64	0128257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
H64R0653	STAPLES ADVANTAGE	130.86	130.86	0120000027 4320	ANAHEIM/SCH ADM / OTHER OFFICE/MISC
H64R0654	STAPLES ADVANTAGE	107.01	107.01	0140261012 4310	SE RES SP(RSP)/SE RES SP/NEV / INSTRUCTIONAL
H64R0655	AARDVARK CLAY AND SUPPLIES INC	602.15	602.15	0128005010 4310	CY/ART/INSTR / INSTRUCTIONAL MATL &
H64R0656	MARSHALL JR., GEORGE E.	3,105.72	3,105.72	0104104072 5821	CERT HR/GENL ADM / LEGAL FEES
H64R0657	FOLLETT EDUCATIONAL SERVICES	741.82	741.82	0128000010 4110	CY/INSTR / APPROVED TEXTS/CORE CURR MATL
H64R0658	PREMIER AGENDAS INC.	6,013.44	3,006.72	0135025040 4310	DALE/ANCIL / INSTRUCTIONAL MATL & SUPPLIES
			3,006.72	0135381010 4310	DALE/ECIAI/INSTR / INSTRUCTIONAL MATL &
H64R0659	CULVER NEWLIN INC	349.19	349.19	0113201836 4320	TRANS/TRN-RG/TRANS / OTHER OFFICE/MISC
H64R0660	FOLLETT EDUCATIONAL SERVICES	356.40	356.40	0116468010 4250	LOTTERY/RESTRICTED/INSTR / BOOKS AND
H64R0661	PIONEER DRAMA SERVICE INC	556.64	556.64	0123006010 4310	SA/THEATER/INSTR / INSTRUCTIONAL MATL &
H64R0662	OCDE	35.00	35.00	0147000810 5210	HOPE/LCFF-SUPPLEMENTAL/INSTR / TRAVEL AND
H64R0663	OCDE	300.00	300.00	0163379021 5210	TITLE IIIA / LIMITED ENG PROG / TRAVEL AND
H64R0664	OCDE	1,100.00	1,100.00	0132381010 5210	OR/ECIAI/INSTR / TRAVEL AND CONFERENCE
H64R0665	OCDE	200.00	200.00	0132381010 5210	OR/ECIAI/INSTR / TRAVEL AND CONFERENCE
H64R0666	BUREAU OF EDUCATION AND RESEAR	470.00	470.00	0124381010 5210	LO/TITLE I/INSTRUCTIONAL / TRAVEL AND
H64R0667	BUREAU OF EDUCATION AND RESEAR	458.00	458.00	0124381010 5210	LO/TITLE I/INSTRUCTIONAL / TRAVEL AND
H64R0668	ACCURATE LABEL DESIGNS INC.	628.55	628.55	0120381010 4310	ANAHEIM/ECIAI/INSTR / INSTRUCTIONAL MATL &
H64R0669	DIGITAL ELECTRIC INC.	1,498.00	1,498.00	0123231081 5610	SA/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 12/12/2013

FROM 10/29/2013 TO 12/02/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H64R0670	FOLLETT EDUCATIONAL SERVICES	812.52	812.52	0121004010 4310	WESTERN/ENGLISH/INSTR / INSTRUCTIONAL
H64R0671	NASCO MODESTO	118.44	118.44	0135013010 4310	DALE/HECT/INSTR / INSTRUCTIONAL MATL &
H64R0672	BLICK ART MATERIALS	530.41	530.41	0131005010 4310	BR/ART/INSTR / INSTRUCTIONAL MATL &
H64R0673	CULVER NEWLIN INC	698.37	698.37	0146163027 4320	CDS/SCHOOL ADMIN / OTHER OFFICE/MISC
H64R0674	SEHI COMPUTER PRODUCTS	92.93	92.93	0140017010 4310	SO/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
H64R0675	TOMARK SPORTS INC.	499.13	499.13	0140028081 4347	SOUTH/ATHLETICS/FIELD SUPP / OPERATIONS
H64R0676	US GAMES INC	343.95	343.95	0121027010 4310	WESTERN/PHYS ED/INSTR / INSTRUCTIONAL MATL
H64R0677	HEAT TRANSFER SOLUTIONS	1,900.00	1,900.00	0142239081 5610	OXFORD/PLUMB/MO / REPAIRS/MAINT - O/S
H64R0678	CADA CENTRAL	295.00	295.00	0132025040 5210	OR/ANCIL / TRAVEL AND CONFERENCE
H64R0679	BUREAU OF EDUCATION AND RESEAR	470.00	470.00	0168381010 5210	GI/TITLE I/INSTR / TRAVEL AND CONFERENCE
H64R0680	CMC	390.00	390.00	0137381010 5210	SY/ECIAI/INSTR / TRAVEL AND CONFERENCE
H64R0681	KLINGSPOR	427.95	427.95	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
H64R0682	SOFTWARE 4 SCHOOLS	53.95	53.95	0122000810 4310	MA/LCFF-SUPPLEMENTAL/INSTR /
H64R0683	CDW GOVERNMENT INC.	83.01	83.01	0140017010 4310	SO/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
H64R0684	EBERHARD EQUIPMENT	1,299.82	1,299.82	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
H64R0685	BLACK SHEEP ENTERPRISES	6,209.00	6,209.00	0125230081 6490	KA/GENERAL/MO / EQUIPMENT - OTHER
H64R0686	CCIS	4,700.00	4,700.00	0161000810 5210	PO/LCFF-SUPPLEMENTAL/INSTR / TRAVEL AND
H64R0687	GOPHER SPORTS EQUIPMENT	178.04	178.04	0135027010 4310	DALE/PHYS ED/INSTR / INSTRUCTIONAL MATL &
H64R0688	CULVER NEWLIN INC	109.51	109.51	0135000010 4310	DALE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
H64R0689	RIDDELL ALL AMERICAN	5,925.10	5,925.10	0123028081 5630	SAVANNA/ATHLETICS/MAINT /
H64R0690	NATIONAL SPORTS APPAREL LLC	1,767.15	1,767.15	0132054040 4310	OR/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
H64R0691	NATIONAL SPORTS APPAREL LLC	2,476.70	2,476.70	0144054040 4310	LEX/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
H64R0692	JAYPRO SPORTS	375.12	375.12	0144027010 4310	LEX/PHYS ED/INSTR / INSTRUCTIONAL MATL &
H64R0693	CSPCA	1,118.00	1,118.00	0105105072 5310	CLASS HR/GENL ADM / DUES AND MEMBERSHIPS

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H64R0694	MUSICK AND PEELER AND GARRETT	125.00	125.00	0105105072 5821	CLASS HR/GENL ADM / LEGAL FEES
H64R0695	CENGAGE LEARNING	4,191.95	4,191.95	0137000810 4210	SY/LCFF-SUPPLEMENTAL/INSTR / BOOKS AND
H64R0696	B AND H PHOTO VIDEO INC	690.66	690.66	0122000810 4310	MA/LCFF-SUPPLEMENTAL/INSTR /
H64R0697	ARTVENTURE PUBLICATIONS	97.05	97.05	0131000810 4310	BR/LCFF-SUPPLEMENTAL/INSTR / INSTRUCTIONAL
H64R0698	MILLIGAN NEWS CO INC	144.04	144.04	0131025040 4210	BR/ASB/ANCIL / BOOKS AND REFERENCE
H64R0699	KERN HIGH SCHOOL DISTRICT	870.00	870.00	0142393110 5210	VEA PERKINS STUDENT ORG OXFORD / TRAVEL
H64R0700	J AND A FENCE	7,700.00	7,700.00	0120232081 5610	MAINT-FENCE/MO / REPAIRS/MAINT - O/S
H64R0701	A AND V CONTRACTORS INC.	2,750.00	2,750.00	0150230081 5610	ADMIN/GENERAL/MO / REPAIRS/MAINT - O/S
H64R0702	JM AND J CONTRACTORS	14,235.00	14,235.00	0124230085 6170	LOARA/GENERAL/ACQ CONST / LAND
H64R0703	CLASSIC PARTY RENTALS	1,435.40	1,435.40	0120000010 5620	ANAHEIM/INSTR / RENTALS/OPERATING LEASES
H64R0704	CAL LIFT INC	3,906.60	3,906.60	0114114072 4410	WAREHOUSE/GENL ADM / EQUIPMENT -
H64R0705	SIGNATURE FLOORING INC.	1,000.00	1,000.00	0150233081 5610	DO/FLOOR/M&O / REPAIRS/MAINT - O/S SERVICES
H64R0706	I. INITIAL	2,349.00	2,349.00	0146000010 4310	COMMUNITY DAY SCH/INSTRUC /
H64R0707	ORANGEVIEW JR HIGH SCHOOL	1,679.84	1,679.84	0132001024 4310	LIBRARY / INSTRUCTIONAL MATL & SUPPLIES
H64R0708	MUSEUM OF TOLERANCE	503.50	157.50	0123000810 4310	SA/LCFF-SUPPLEMENTAL/INSTR / INSTRUCTIONAL
H64R0709	OCAD ASSOCIATION	1,270.00	346.00	0123506010 4310	SA/PUENTE/INSTR / INSTRUCTIONAL MATL &
H64R0711	AMERICAN CASUAL	5,182.01	1,270.00	0127086040 5880	KE/ADECATH/ANCIL / OTHER OPERATING
H64R0712	AUSTIN, EDWARD	1,163.28	5,182.01	0135027010 4310	DALE/PHYS ED/INSTR / INSTRUCTIONAL MATL &
H64R0713	KNOTT'S BERRY FARM	3,557.00	1,163.28	6900690060 5499	HEALTH AND WELF/ENTERP / INS - RETIREE
H64R0714	NATIONAL SPORTS APPAREL LLC	4,111.23	1,300.00	0140025040 4310	SOUTH/ANCIL / INSTRUCTIONAL MATL &
H64R0715	SPINATAR PRESENTATION PRODUCTS	1,527.50	2,257.00	0140025040 5880	SOUTH/ANCIL / OTHER OPERATING EXPENSES
H64R0716	SCHOOL HEALTH CORPORATION	100.45	4,111.23	0135054010 4310	DALE-SPORTS & ACTIVITIES / INSTRUCTIONAL
			1,527.50	0122000810 4310	MA/LCFF-SUPPLEMENTAL/INSTR /
			100.45	0119283134 4320	SYS/HEALTH / OTHER OFFICE/MISC SUPPLIES

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H64R0717	ACHIEVEMENT PRODUCTS	292.56	292.56	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
H64S0118	GLASBY MAINTENANCE SUPPLY CO.	2,107.83	2,107.83	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
H64S0119	RELIABLE OFFICE SOLUTIONS	626.31	626.31	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
H64S0120	SCHOOL SPECIALTY INC	4,692.82	4,692.82	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
H64S0121	SOUTHWEST SCHOOL AND OFFICE SU	6,449.80	6,449.80	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
H64S0122	GOV CONNECTION	138.62	138.62	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
H64S0123	TREE HOUSE INC, THE	221.40	221.40	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
H64S0124	OFFICE DEPOT	387.07	387.07	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
H64S0125	D. HAUPTMAN CO. INC.	1,566.00	1,566.00	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
H64S0126	REGENCY LIGHTING	62.21	62.21	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
H64S0127	PREMIUM QUALITY LIGHTING	1,091.66	1,091.66	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
H64S0128	RAYVERN LIGHTING SUPPLY	2,606.90	2,606.90	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
H64S0129	WEST LITE SUPPLY CO INC	1,296.00	1,296.00	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
H64S0130	LIBERTY FLAGS	961.63	961.63	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
H64S0131	GAYLORD BROS	372.08	372.08	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
H64S0132	PIONEER CHEMICAL CO	89.10	89.10	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
H64S0133	GALE SUPPLY CO	544.84	544.84	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
H64S0134	MAINTEX INC.	892.26	892.26	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
H64S0135	P AND R PAPER SUPPLY CO. INC.	8,621.12	8,621.12	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
H64S0136	SOUTHWEST SCHOOL AND OFFICE SU	3,291.84	3,291.84	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
H64S0137	OFFICE DEPOT	110.81	110.81	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
H64S0138	ACORN MEDIA	578.02	578.02	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
H64S0139	CHAMPION CHEMICAL CO.	3,969.91	3,969.91	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
H64S0140	PIONEER CHEMICAL CO	2,592.00	2,592.00	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES

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H64S0141	SOUTHWEST SCHOOL AND OFFICE SU	746.50	746.50	010000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
H64T0185	GENERAL BINDING CORPORATION	2,046.60	2,046.60	0124140027 4410	LOARA/SCH ADM / EQUIPMENT -
H64T0186	SEHI COMPUTER PRODUCTS	1,616.76	1,616.76	0155155072 4410	BUSINESS/GENL ADM / EQUIPMENT -
H64T0187	TIGER DIRECT INC	85.20	85.20	0147257081 4347	SEVER HDCP/MO/SEV / OPERATIONS SUPPLIES -
H64T0188	INTERLIGHT	323.98	323.98	0128140027 4310	CY/SCH ADM/SCH ADM / INSTRUCTIONAL MATL &
H64T0189	TROXELL COMMUNICATIONS INC	4,425.84	4,425.84	0120000810 4410	AN/LCFF-SUPPLEMENTAL/INSTR / EQUIPMENT -
H64T0190	CCS PRESENTATION SYSTEMS INC	1,054.08	1,054.08	0120000810 4410	AN/LCFF-SUPPLEMENTAL/INSTR / EQUIPMENT -
H64T0191	TROXELL COMMUNICATIONS INC	1,827.36	1,827.36	0120000810 4310	AN/LCFF-SUPPLEMENTAL/INSTR / INSTRUCTIONAL
H64T0192	TROXELL COMMUNICATIONS INC	909.36	171.72	0120405010 4310	TRANSP GRANT/INSTR / INSTRUCTIONAL MATL &
			737.64	0120405010 4410	TRANSP GRANT/INSTR / EQUIPMENT -
H64T0193	HP DIRECT	720.00	720.00	0124381010 5880	LO/TITLE I/INSTRUCTIONAL / OTHER OPERATING
H64T0194	APPLE INC	32,290.20	32,290.20	0124381010 4410	LO/TITLE I/INSTRUCTIONAL / EQUIPMENT -
H64T0195	B AND H PHOTO VIDEO INC	106.87	106.87	0125381010 4310	KA/ECIA I/INSTR / INSTRUCTIONAL MATL &
H64T0196	NETOP	150.00	150.00	0122393010 4310	MA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
H64T0197	TROXELL COMMUNICATIONS INC	737.64	737.64	0124381010 4410	LO/TITLE I/INSTRUCTIONAL / EQUIPMENT -
H64T0198	BRAINPOP LLC	2,691.00	2,691.00	0131381010 5880	BR/ECIA I/INSTR / OTHER OPERATING EXPENSES
H64T0199	B AND H PHOTO VIDEO INC	1,962.53	520.18	0135025040 4310	DALE/ANCIL / INSTRUCTIONAL MATL & SUPPLIES
			1,442.35	0135025040 4410	DALE/ANCIL / EQUIPMENT - NON-CAPITALIZED
H64T0200	SUPPLYMASTER	83.65	83.65	0147257011 4333	SEVER HDCP/SE SEP CL/SEV / INSTR MATLS &
H64T0202	PATHWAY COMMUNICATIONS LTD	257.58	257.58	0135000810 4310	DA/LCFF-SUPPLEMENTAL/INSTR / INSTRUCTIONAL
H64T0203	HAIKU LEARNING SYSTEMS INC	214.00	214.00	0117393010 5880	INSTR SVC/VEA-2B/INSTR / OTHER OPERATING
H64T0204	APPLE INC	400.00	400.00	0128505010 4310	CTAP/INSTR / INSTRUCTIONAL MATL & SUPPLIES
H64T0205	CDW GOVERNMENT INC.	118.78	118.78	0108108077 4310	INFO SYSTEM/DP / INSTRUCTIONAL MATL &
H64T0206	SOLIDOODLE	219.24	219.24	0140017010 4310	SO/INDUS TECH/INSTR / INSTRUCTIONAL MATL &

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H64T0207	KUTA SOFTWARE	465.00	465.00	0137381010 5880	SY/ECIAI/INSTR / OTHER OPERATING EXPENSES
H64T0208	CLT COMPUTER MWAVE.COM	275.40	275.40	0168000010 4310	GI SOUTH/INSTR / INSTRUCTIONAL MATL &
H64T0209	SUPPLYMASTER	105.84	105.84	0120272511 4310	AUTISM/SE SEP CL/SEV / INSTRUCTIONAL MATL &
H64T0210	CLT COMPUTER MWAVE.COM	205.20	205.20	0120000810 4310	AN/LCFF-SUPPLEMENTAL/INSTR / INSTRUCTIONAL
H64T0211	NORTHSTAR AV	306.72	306.72	0134000010 4310	WA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
H64T0212	SEHI COMPUTER PRODUCTS	93.42	93.42	0135027010 4310	DALE/PHYS ED/INSTR / INSTRUCTIONAL MATL &
H64T0213	HP DIRECT	1,430.68	1,430.68	0125000010 4410	KA/INSTR / EQUIPMENT - NON-CAPITALIZED
H64T0214	SEHI COMPUTER PRODUCTS	217.29	217.29	0125000010 4310	KA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
H64T0215	SEHI COMPUTER PRODUCTS	195.09	195.09	0120000031 4320	ANAHEIM GUID / OTHER OFFICE/MISC SUPPLIES
H64T0216	SHI INTERNATIONAL CORP	856.10	856.10	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
H64T0217	NORTHSTAR AV	153.36	153.36	0128140027 4310	CY/SCH ADM/SCH ADM / INSTRUCTIONAL MATL &
H64T0218	HP DIRECT	8,040.30	8,040.30	0107107072 4410	ACCTG /GENL ADM / EQUIPMENT -
H64T0220	SURVEYMONKEY.COM	300.00	300.00	0105105072 5880	CLASS HR/GENL ADM / OTHER OPERATING
H64T0221	NTH GENERATION COMPUTING INC	309.05	309.05	0108108077 4310	INFO SYSTEM/DP / INSTRUCTIONAL MATL &
H64T0222	NEWS 2 YOU	3,312.00	3,312.00	0119283011 5880	SYS/INSTR / OTHER OPERATING EXPENSES
H64T0223	GST INC.	5,063.36	5,063.36	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
H64T0224	KEYCODE MEDIA	967.14	967.14	0125000010 5880	KA/INSTR / OTHER OPERATING EXPENSES
H64X0437	STATER BROS STORE 60	500.00	500.00	0124013010 4310	LOARA/HECT/INSTR / INSTRUCTIONAL MATL &
H64X0438	ORANGE COUNTY APPLIANCE PARTS	1,000.00	1,000.00	0110235081 4347	MAINTENANCE/HVAC/MO / OPERATIONS SUPPLIES
H64X0439	CYPRESS HS ASB	9,800.00	9,800.00	0128028040 5810	CY/ATHLET/ANCILLARY / NON-INSTRUCTIONAL
H64X0440	SMART AND FINAL IRIS CO	1,500.00	1,500.00	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
H64X0441	LA PALMA CLEANERS	2,548.60	2,548.60	0127028081 5560	KENNEDY/ATHLETICS/FIELD SUPP / LAUNDRY
H64X0442	OXFORD ACADEMY	10,500.00	10,500.00	0142028040 5810	OX/ATHLET/ANCILLARY / NON-INSTRUCTIONAL
H64X0443	SMART AND FINAL IRIS CO	200.00	200.00	0132000810 4310	OR/LCFF-SUPPLENEMTAL/INSTR / INSTRUCTIONAL

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H64X0444	REGAL AWARDS	10,000.00	10,000.00	0151508140 4320	AN PREP FOUNDATION/ANCILLARY / OTHER
H64X0445	GILMAN, GARY R.	3,000.00	3,000.00	0151508140 5810	AN PREP FOUNDATION/ANCILLARY /
H64X0446	DALE JUNIOR HIGH ASB	1,500.00	1,500.00	0135028040 5810	DALE/ANCILLARY / NON-INSTRUCTIONAL PROF
H64X0447	ORANGEVIEW JR HIGH SCHOOL	1,000.00	1,000.00	0132054040 5810	OR/AFTSCHL/ANCIL / NON-INSTRUCTIONAL PROF
	Fund 01 Total:	584,978.90			
	Fund 45 Total:	98,500.00			
	Fund 68 Total:	6,500.00			
	Fund 69 Total:	1,163.28			
	Total Amount of Purchase Orders:	691,142.18			

**ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB ENDING BALANCES
JUNE 2013**

9/27/2013

School Name	Prior Month Total	Current Month			
		Checking	Petty Cash	Savings	Total
Anaheim	270,014.19	205,980.79	900.00	43,238.91	250,119.70
Western	320,020.25	207,448.08	275.00	118,488.23	326,211.31
Magnolia	99,887.27	71,869.09	-	-	71,869.09
Savanna	46,132.77	1,805.40	500.00	19,228.30	21,533.70
Loara	217,063.68	115,665.15	800.00	66,019.02	182,484.17
Katella	183,519.81	132,423.05	1,100.00	4,343.04	137,866.09
Kennedy	429,687.47	269,727.03	-	46,771.09	316,498.12
Cypress	665,586.95	442,862.88	1,700.00	50,395.04	494,957.92
Brookhurst	28,608.64	23,894.88	-	-	23,894.88
Orangeview	51,162.37	48,519.93	100.00	-	48,619.93
Walker	78,237.88	66,980.82	-	-	66,980.82
Dale	112,831.61	102,638.11	-	-	102,638.11
Sycamore	33,287.09	41,260.38	-	-	41,260.38
Ball	51,537.31	28,379.08	-	-	28,379.08
South	99,914.96	96,605.49	-	-	96,605.49
Oxford	546,827.56	411,580.48	-	-	411,580.48
Lexington	58,599.02	26,656.64	-	-	26,656.64
Hope	95,685.70	92,005.70	-	-	92,005.70
Gilbert	40,452.47	49,561.48	-	-	49,561.48
Total	3,429,057.00	2,435,864.46	5,375.00	348,483.63	2,789,723.09

**ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB ENDING BALANCES
SEPTEMBER 2013**

11/20/2013

School Name	Prior Month Total	Current Month			
		Checking	Petty Cash	Savings	Total
Anaheim	250,119.70	183,834.18	900.00	31,853.67	216,587.85
Western	326,211.31	255,844.18	275.00	118,613.04	374,732.22
Magnolia	71,869.09	88,516.09	-	-	88,516.09
Savanna	21,533.70	2,621.33	500.00	19,228.30	22,349.63
Loara	182,484.17	154,268.58	800.00	66,034.26	221,102.84
Katella	137,866.09	166,776.12	1,100.00	4,343.04	172,219.16
Kennedy	316,498.12	403,227.51	1,400.00	46,771.09	451,398.60
Cypress	494,957.92	556,333.83	1,700.00	50,395.04	608,428.87
Brookhurst	23,894.88	42,195.91	-	-	42,195.91
Orangeview	48,619.93	60,081.89	100.00	-	60,181.89
Walker	66,980.82	75,906.59	-	-	75,906.59
Dale	102,638.11	108,952.68	-	-	108,952.68
Sycamore	41,260.38	38,114.67	-	-	38,114.67
Ball	28,379.08	45,223.51	-	-	45,223.51
South	96,605.49	94,626.94	-	-	94,626.94
Oxford	411,580.48	555,631.92	-	-	555,631.92
Lexington	26,656.64	57,488.29	-	-	57,488.29
Hope	92,005.70	80,585.64	-	-	80,585.64
Gilbert	49,561.48	41,411.83	-	-	41,411.83
Total	2,789,723.09	3,011,641.69	6,775.00	337,238.44	3,355,655.13

ANAHEIM UNION HIGH SCHOOL DISTRICT

CAFETERIA FUND

FINANCIAL STATEMENTS

SEPTEMBER 2013

Balance Sheet
Anaheim School Dist/Food Services
9/30/2013

Asset	Assets	
CASH		
9120	Cash-Checking	\$8,141,952.46
9122	Change Fund	\$14,230.00
9123	Petty Cash	\$50.00
Total CASH		\$8,156,232.46
RECEIVABLE		
9210	A/R - Current	\$57,758.00
9280	A/R - State	\$203,876.02
9290	A/R - Federal	\$2,502,011.45
Total RECEIVABLE		\$2,763,645.47
INVENTORIES		
9321	Warehouse Food	\$46,026.82
9322	Warehouse Commodity	\$36,628.79
9323	Warehouse Supplies	\$49,513.06
9326	School Food	\$39,737.11
9327	School Commodity	\$13,699.13
9328	School Supplies	\$11,692.54
Total INVENTORIES		\$197,297.45
Total Asset		\$11,117,175.38
Liability	Liabilities and Fund Balance	
LIABILITIES		
9510	A/P - Current	\$2,143,272.27
9530	A/P - Accrued. Vacation	\$12,429.00
9580	Sales Tax Liability	\$2,860.66
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$66,165.04
9780	Reserve/Central Kitchen	\$5,000,000.00
Total LIABILITIES		\$7,224,726.97
Total Liability		\$7,224,726.97
Fund Balance		
FUND BALANCE		
9798	Fund Balance	\$4,078,268.86
Total FUND BALANCE		\$4,078,268.86
Total Fund Balance		\$4,078,268.86
Current Year Profit (Loss)		(\$185,820.46)
Total Liabilities and Fund Balance		\$11,117,175.37

Accounting Period equals 3 - 2014

Statement of Revenues and Expenses

Anaheim School Dist/Food Services

	Period ending 9/30/2013				Period ending 9/30/2012			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8620	\$0.00	0.00 %	\$0.00	0.00 %	\$2,493.00	0.11 %	\$4,575.00	0.14 %
Elementary - Breakfast								
8621	\$27,362.50	1.16 %	\$48,768.50	1.45 %	\$28,440.00	1.25 %	\$50,180.00	1.51 %
Elementary - Lunch								
8632	\$4,814.25	0.20 %	\$5,710.25	0.17 %	\$5,281.50	0.23 %	\$6,303.50	0.19 %
High School - Breakfast								
8633	\$56,348.25	2.38 %	\$76,335.75	2.27 %	\$65,930.00	2.91 %	\$88,348.50	2.66 %
High School - Lunch								
8635	\$244,388.15	10.33 %	\$312,129.12	9.29 %	\$244,277.46	10.77 %	\$314,809.05	9.46 %
A La Carte Sales								
8636	\$22.20	0.00 %	\$22.20	0.00 %	\$35.34	0.00 %	\$37.20	0.00 %
Adult Rev. - Breakfast								
8637	\$5,158.98	0.22 %	\$6,460.15	0.19 %	\$5,642.31	0.25 %	\$7,052.34	0.21 %
Adult Rev. - Lunch								
Local Revenue	\$338,094.33	14.29 %	\$449,425.97	13.38 %	\$352,099.61	15.52 %	\$471,305.59	14.17 %
Federal Reimbursements								
8200	\$366,519.51	15.49 %	\$510,541.17	15.20 %	\$338,358.09	14.91 %	\$492,840.76	14.81 %
Fed. Meal Rev.-Breakfast								
8220	\$1,420,979.65	60.05 %	\$2,052,566.16	61.09 %	\$1,350,156.70	59.51 %	\$2,011,786.88	60.47 %
Fed. Meal Rev.-Lunch								
8290	\$46,391.20	1.96 %	\$71,394.40	2.12 %	\$39,965.64	1.76 %	\$64,838.28	1.95 %
Misc Fed Rev.-Snack								
Federal Reimbursements	\$1,833,890.36	77.50 %	\$2,634,501.73	78.41 %	\$1,728,480.43	76.19 %	\$2,569,465.92	77.23 %
State Reimbursements								
8500	\$43,824.14	1.85 %	\$60,914.32	1.81 %	\$40,759.85	1.80 %	\$59,340.54	1.78 %
St. Meal Rev.-Breakfast								
8520	\$106,435.88	4.50 %	\$153,544.27	4.57 %	\$104,081.41	4.59 %	\$155,028.21	4.66 %
St. Meal Rev.-Lunch								
State Reimbursements	\$150,260.02	6.35 %	\$214,458.59	6.38 %	\$144,841.26	6.38 %	\$214,368.75	6.44 %
Other Revenue								
8638	(\$851.16)	-0.04 %	(\$1,778.20)	-0.05 %	(\$1,071.44)	-0.05 %	(\$801.43)	-0.02 %
Cash Over & Short								
8689	\$0.00	0.00 %	\$0.50	0.00 %	\$41,706.75	1.84 %	\$41,706.75	1.25 %
Misc Fees/Contract								
8699	\$44,785.26	1.89 %	\$63,303.48	1.88 %	\$2,636.66	0.12 %	\$31,044.90	0.93 %
Spec Activity/Cater								
Other Revenue	\$43,934.10	1.86 %	\$61,525.78	1.83 %	\$43,271.97	1.91 %	\$71,950.22	2.16 %
Total Revenue	\$2,366,178.81	100.00 %	\$3,359,912.07	100.00 %	\$2,268,693.27	100.00 %	\$3,327,090.48	100.00 %
Expense								
Food Purchases & Govnmt								
4700	\$903,581.89	38.19 %	\$1,351,475.65	40.22 %	\$876,319.93	38.63 %	\$1,377,023.10	41.39 %
Food Purchases								
Food Purchases & Govnmt	\$903,581.89	38.19 %	\$1,351,475.65	40.22 %	\$876,319.93	38.63 %	\$1,377,023.10	41.39 %
Supplies								
4300	\$82,681.37	3.49 %	\$147,570.67	4.39 %	\$17,182.08	0.76 %	\$47,559.96	1.43 %
Materials & Supplies								
4790	(\$7,764.55)	-0.33 %	\$11,050.40	0.33 %	\$56,718.94	2.50 %	\$102,102.53	3.07 %
Supplies (Food)								
Supplies	\$74,916.82	3.17 %	\$158,621.07	4.72 %	\$73,901.02	3.26 %	\$149,662.49	4.50 %
Salaries								

Statement of Revenues and Expenses

Anaheim School Dist/Food Services

Expense	Period ending 9/30/2013				Period ending 9/30/2012			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Expenses								
Salaries								
2200 Classified Salaries	\$716,244.72	30.27 %	\$935,051.63	27.83 %	\$708,997.63	31.25 %	\$924,689.79	27.79 %
2300 Class.Sup/Admin Salaries	\$30,259.40	1.28 %	\$90,778.20	2.70 %	\$35,970.90	1.59 %	\$111,474.66	3.35 %
2400 Clerical/Office Salaries	\$31,221.15	1.32 %	\$83,190.90	2.48 %	\$30,510.40	1.34 %	\$82,248.52	2.47 %
2550 Food Service Vacation Pay	\$12,429.00	0.53 %	\$12,429.00	0.37 %	\$12,429.00	0.55 %	\$12,429.00	0.37 %
Salaries	\$790,154.27	33.39 %	\$1,121,449.73	33.38 %	\$787,907.93	34.73 %	\$1,130,841.97	33.99 %
Benefits								
3202 PERS, Classified Position	\$68,631.01	2.90 %	\$105,733.94	3.15 %	\$69,575.92	3.07 %	\$107,238.24	3.22 %
3302 OASD/MED/Classified Position	\$59,279.63	2.51 %	\$84,738.65	2.52 %	\$59,365.64	2.62 %	\$85,550.08	2.57 %
3402 Hlth/Welfare, Classified	\$158,593.50	6.70 %	\$475,790.14	14.16 %	\$156,435.66	6.90 %	\$465,744.85	14.00 %
3502 SUI, Classified Position	\$388.09	0.02 %	\$554.73	0.02 %	\$8,520.63	0.38 %	\$12,296.13	0.37 %
3602 Workers Comp, Classified	\$15,865.67	0.67 %	\$22,665.63	0.67 %	\$13,280.62	0.59 %	\$19,149.77	0.58 %
3802 PERS Reduc, Classified	\$174.00	0.01 %	\$0.00	0.00 %	\$9,475.84	0.42 %	\$14,177.83	0.43 %
Benefits	\$302,931.90	12.80 %	\$689,483.09	20.52 %	\$316,654.31	13.96 %	\$704,156.90	21.16 %
Other Expenses								
5200 Travel & Conference	\$1,543.10	0.07 %	\$2,278.52	0.07 %	\$816.11	0.04 %	\$1,971.92	0.06 %
5500 Operation & Housekeeping	\$10,010.00	0.42 %	\$28,030.00	0.83 %	\$9,915.00	0.44 %	\$36,764.00	1.10 %
5600 Rental/Lease/Repair	\$20,729.13	0.88 %	\$125,232.15	3.73 %	\$132,210.20	5.83 %	\$232,265.61	6.98 %
5650 Bank Fees	\$20.00	0.00 %	\$60.00	0.00 %	\$20.00	0.00 %	\$60.00	0.00 %
5800 Prof. Consult Service	\$0.00	0.00 %	\$0.00	0.00 %	\$21,494.22	0.95 %	\$21,494.22	0.65 %
5900 Fax, Pager, Postage	\$8,643.12	0.37 %	\$15,368.84	0.46 %	\$3,875.24	0.17 %	\$8,614.82	0.26 %
6200 Bldg & Imp of Bldg	\$14,050.00	0.59 %	\$14,050.00	0.42 %	\$130,532.21	5.75 %	\$138,849.56	4.17 %
6400 Equipment less \$5000	\$8,776.04	0.37 %	\$26,573.00	0.79 %	\$547.29	0.02 %	\$3,778.81	0.11 %
Other Expenses	\$63,771.39	2.70 %	\$211,592.51	6.30 %	\$299,410.27	13.20 %	\$443,798.94	13.34 %
Capital Outlay								
6500 Equipment-RPmore\$5000	\$13,110.48	0.55 %	\$13,110.48	0.39 %	\$7,456.30	0.33 %	\$166,614.14	5.01 %
Capital Outlay	\$13,110.48	0.55 %	\$13,110.48	0.39 %	\$7,456.30	0.33 %	\$166,614.14	5.01 %
Total Expense	\$2,148,466.75	90.80 %	\$3,545,732.53	105.53 %	\$2,361,649.76	104.10 %	\$3,972,097.54	119.39 %
Net Profit (Loss)	\$217,712.06	9.20 %	(\$185,820.46)	-5.53 %	(\$92,956.49)	-4.10 %	(\$645,007.06)	-19.39 %

Accounting Period equals 3 - 2014 and the Prior Accounting Period is equal to Accounting Period equals 3 - 2013

ANAHEIM UNION HIGH SCHOOL DISTRICT
Business Division
2013/14 MONTHLY ENROLLMENT REPORT

MONTH 3
10/21/13 to 11/15/13

SCHOOL	REGULAR DAY						Subtotal	Hosp/Hm	Opp.	Sp Ed	TOTAL STUDENTS
	9th	10th	11th	12th	11th	12th					
Anaheim	800	808	732	651	2,991	4	-	93	3,088		
Cypress	652	674	662	610	2,598	-	-	87	2,685		
Katella	658	622	668	533	2,481	2	-	115	2,598		
Kennedy	594	512	600	492	2,198	1	-	83	2,282		
Loara	583	594	611	555	2,343	2	-	130	2,475		
Magnolia	453	435	415	423	1,726	1	-	122	1,849		
Oxford	206	201	184	167	758	-	-	-	758		
Savanna	513	542	509	465	2,029	1	-	73	2,103		
Western	574	560	472	457	2,063	3	-	87	2,153		
Total Comprehensive	5,033	4,948	4,853	4,353	19,187	14	-	790	19,991		
Anaheim Independent Learning Center	-	-	6	106	112	-	-	-	112		
Community Day School	16	17	11	3	47	-	-	-	47		
Gilbert High School	1	14	152	496	663	1	-	85	749		
Polaris High School	9	38	70	124	241	-	-	-	241		
Special Education Transition Program	-	-	-	-	-	-	-	98	98		
Total Alternative Ed	26	69	239	729	1,063	1	-	183	1,247		
Hope	-	-	-	-	-	-	-	227	227		
Total Senior High Schools	5,059	5,017	5,092	5,082	20,250	15	-	1,200	21,465		

SCHOOL	REGULAR DAY				Subtotal	Hosp/Hm	Opp.	Sp Ed	TOTAL STUDENTS
	7th	8th	11th	12th					
Ball	517	528	1,045	-	1,045	-	-	57	1,102
Brookhurst	605	599	1,204	1	1,204	1	-	40	1,245
Dale	543	598	1,141	1	1,141	1	-	63	1,205
Lexington	610	625	1,235	-	1,235	-	-	20	1,255
Orangeview	464	433	897	1	897	1	-	29	927
Oxford	206	208	414	-	414	-	-	-	414
South	753	754	1,507	-	1,507	-	-	60	1,567
Sycamore	694	743	1,437	2	1,437	2	-	50	1,489
Walker	553	552	1,105	-	1,105	-	-	38	1,143
Total Comprehensive	4,945	5,040	9,985	5	9,985	5	-	357	10,347
Community Day School	2	18	20	-	20	-	-	-	20
Polaris High School	1	14	15	-	15	-	-	-	15
Total Junior High Schools	4,948	5,072	10,020	5	10,020	5	-	357	10,382

EXHIBIT pp

DISTRICT TOTAL	31,847
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ANAHEIM UNION HIGH SCHOOL DISTRICT
EDUCATIONAL CONSULTING AGREEMENT

This educational consulting agreement (the "Agreement") is made and entered into between **Anaheim Union High School District**, hereinafter referred to as (the "Anaheim UHSD") and **North Orange County Community District** ("the District") serving in the role of professional services provider, hereinafter referred to as (the "District") as of the date that this Agreement is executed by all parties (the "Effective Date").

RECITALS

The District's Fullerton College campus provides advisory education through its Counseling 140 F, Educational Planning program (the "Program"); and

Anaheim UHSD is in need of such Program for its high school students who are also able to earn .5 unit during the semester in which they enrolled; and

The Program is offered on a limited basis during the spring semester of the 2014 academic year *by* the District's Fullerton College at designated sites of Anaheim UHSD; and

The District is specially trained, experienced, and competent to provide the Program; and

The parties now find it to be mutually beneficial for the Program to be made available to Anaheim UHSD students.

The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program at the District.

THE PARTIES AGREE AS FOLLOWS:

I. GENERAL INFORMATION ABOUT THE PROGRAM

- A. The commencement date for the provision of services under this agreement shall be January 1, 2013, but no sooner than the Effective Date, with all services performed and completed no later than May 30, 2014;
- B. Students participating in classes will enroll through the District's Fullerton College in accordance with established college registration procedures for Concurrent Special Admit Students;
- C. The length of program is a total of one semester spring of the 2013-14 academic year;
- D. Both the District and Anaheim UHSD agree that a total number of 330 students are expected to participate in the program;
- E. Classes offered pursuant to this Agreement will be conducted on such days and times and at such locations as mutually agreed upon by the District and Anaheim UHSD, provided

that no instruction shall occur on any day established holidays for either the District or Anaheim UHSD.

II. RESPONSIBILITIES OF THE DISTRICT

- A. **Academic Responsibility.** The District shall provide credit instruction for a total of fifteen (15) college courses of Counseling 140 Educational Planning, during the 2013-14 academic year. Classes offered shall be accessible to high school students from the sites at which the classes are offered as well as to students from other sites as determined by District.
- i. District will provide instruction for the specified classes in compliance with the District's designated curriculum and class schedule and in compliance with instructional policies and procedures.
 - ii. District shall document all student enrollment and attendance.
 - iii. District shall create an effective teaching-learning environment and maintaining effective communication with Anaheim UHSD and high school campus staff.
- B. **District Classification.** The District's employees shall in no way be deemed employees of Anaheim UHSD. District shall be under the control of Anaheim UHSD as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
- C. **District Supervision.** All instruction provided by the District shall be under the supervision and control of appropriately credentialed employees.
- D. **Compliance.** District shall comply with applicable federal, state and local laws, rules, regulations, and ordinances including workers' compensation requirements.
- E. **Registration Fee.** District shall not collect a registration from any student enrolled pursuant to this agreement nor claim state apportionment FTEs for any student so enrolled.

III. RESPONSIBILITIES OF Anaheim UHSD

- A. **Student Outreach.** Anaheim UHSD shall be responsible for providing services with respect student outreach, recruitment, orientation and counseling and guidance.
- B. **Technical Support.** Anaheim UHSD shall provide and maintain facilities, equipment, and instructional supplies and materials that are necessary for the provision of instruction by the District pursuant to this Agreement, without charge to the District, or without charge to any student receiving instruction pursuant hereto.
- C. **Non-resident Tuition.** Students who are subject to a non-resident tuition fee will be reimbursed by Anaheim UHSD for this fee. The spring 2014 non-resident fee is \$209.00 per unit. Any applicable non-resident tuition fee charges shall be reported to and paid by Anaheim UHSD not to exceed \$ 9,405 in addition to the compensation to the District for

instructional services outlined. In the event that more than 10% or 45 students are non-residents who enroll in the program the contract will be amended to include the cost of \$209.00 per additional non-resident student enrolled in the program.

- D. **District Fee and Timing of Such Payment.** Anaheim UHSD shall pay the District an amount not to exceed twenty-one thousand four hundred and sixty-five dollars (\$21,465) plus any non-resident tuition fees as outlined in the foregoing Paragraph C. Payment to the District shall be made no later than thirty (30) days after submission of invoice to Anaheim UHSD to the attention of Dr. Paul Sevillano, Assistant Superintendent, Education for the District's services.

IV. INSURANCE and WORKER'S COMPENSATION

- A. **Insurance.** Both the District and Anaheim UHSD each agree to secure and maintain at all times throughout the term of this Agreement, each at its sole cost and expense insurance in amounts reasonably necessary to protect itself against liability arising from any and all negligent acts of incidents caused by Anaheim UHSD's students. Coverage under such professional and commercial general liability insurance shall not be less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate.
- B. It is expected that both the District and Anaheim UHSD will provide the necessary worker's compensation for its own employees and students.

V. INDEMNIFICATION

The District agrees to defend all claims of loss, indemnify and hold harmless Anaheim UHSD and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions, willful misconduct of the District or its employees, officers, or volunteers in the performance of this Agreement.

Anaheim UHSD agrees to defend all claims of loss, indemnify and hold harmless the University and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions, willful misconduct of the Anaheim UHSD or its employees, officers, or volunteers in the performance of this Agreement.

VI. ASSIGNMENT

This Agreement is not assignable without written consent of the parties hereto.

VII. TERM AND TERMINATION

Term. This Agreement shall remain in full force and effect beginning on the Effective Date of this Agreement through May 31, 2014.

Termination. This Agreement may be terminated at any time by written Agreement or upon 30 days' advance written notice by one party or the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled Anaheim UHSD students who shall be permitted to complete their course for any semester in which termination would otherwise occur.

VIII. GENERAL PROVISIONS

- A. **Assignment.** Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported validity of this Agreement or any of its provisions.
- B. **Captions.** Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.
- C. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- D. **Entire Agreement.** This Agreement is the entire Agreement between the parties. No other Agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- E. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- F. **Notices.** Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested at the addresses set forth below:

TO DISTRICT:

North Orange County Community District
1830 W. Romneya Drive
Santa Ana, CA 92801-1819
Attn: Fred Williams
Vice Chancellor, Finance and Facilities

TO ANAHEIM UHSD

Anaheim Union High School District
501 Crescent Way/P.O. Box 3520
Anaheim, CA 92803-3520
Attn: Dr. Paul Sevillano
Assistant Superintendent, Education

IX. EXECUTION

By signing below, each of the following represent that they have the authority to execute this Agreement and to bind the party on whose behalf their signature is made.

**NORTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT:**

**ANAHEIM UNION
HIGH SCHOOL DISTRICT:**

By: _____
Fred Williams
Vice Chancellor, Finance & Facilities

By: _____
Dr. Paul Sevillano
Assistant Superintendent, Education

Date

Date

By: _____
Lisa Campbell,
Dean, Counseling

Date

Federal Tax ID # 952394131

Agreement Number 39988

ANAHEIM UNION HIGH SCHOOL DISTRICT
SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 12th day of August, 2013, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa California 92626, hereinafter referred to as SUPERINTENDENT, and Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92803, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, SUPERINTENDENT has received grant funds from the United States Department of Education for the provisions of services to students through the delivery of the Understanding American Citizenship grant; and

WHEREAS, SUPERINTENDENT is in need of special services and advice; and

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

NOW, THEREFORE, the Parties hereby agree as follows:

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

1.1 Provide extra duty hours for participation by David

1 Done, Alex Lamb and Joel Schwartz in the
2 Understanding American Citizenship grant services
3 that requires attendance and completion of mandatory
4 activities.

5 1.2 Provide substitute teacher for David Done, Alex Lamb
6 and Joel Schwartz for seven (7) days for offsite
7 grant activities.

8 1.3 Provide stipend for up to four (4) days for David
9 Done, Alex Lamb and Joel Schwartz to attend the
10 Summer Institute on August 12, 2013 through August
11 15, 2013.

12 2.0 TERM. DISTRICT shall commence providing services under this
13 AGREEMENT on August 12, 2013, and will diligently perform as required
14 and complete performance by June 30, 2014, subject to termination as
15 set forth in this AGREEMENT.

16 3.0 PAYMENT.

17 A. SUPERINTENDENT agrees to pay DISTRICT the total sum not to
18 exceed Six thousand dollars (\$6,000.00) for services satisfactorily
19 rendered pursuant to Section 1.0 of this AGREEMENT. Payments shall be
20 made at the following rates:

21 1) Four hundred fifty dollars (\$450.00) for extra duty
22 hours for participation in the grant activities.

23 2) One hundred fifty dollars (\$150.00) per day for up to
24 seven (7) days, not to exceed a total of One thousand
25 fifty dollars (\$1,050.00), for substitute
reimbursement.

1 3) One hundred twenty-five dollars (\$125.00) per day per
2 teacher for up to four (4) days, not to exceed a
3 total of Five hundred dollars (\$500.00) per teacher
4 for attendance at the Summer Institute.

5 B. Payment shall be made periodically upon satisfactory
6 performance of services identified in Section 1.0 of this AGREEMENT,
7 satisfactory completion of reporting requirements, and receipt and
8 approval of an itemized invoice. DISTRICT'S expenditures shall comply
9 with all applicable provisions of federal, state, and local rules,
10 regulations, and policies relating to administration, use, and
11 accounting for public funds, including, but not limited to, the
12 California Education Code. DISTRICT'S itemized invoice shall provide
13 a detailed description of services provided, dates the services were
14 performed, supported by documentation which shall include, but not be
15 limited to: ledgers, journals, time sheets, invoices, bank
16 statements, canceled checks, receipts, receiving records, and records
17 of services provided. Payment shall be mailed to: Anaheim Union High
18 School District, 501 North Crescent Way, Anaheim, California 92803,
19 or at such other place as DISTRICT may designate in writing.

20 C. DISTRICT shall not claim reimbursement for food, equipment
21 purchases, or services provided beyond the expiration and/or
22 termination of this AGREEMENT, except as may otherwise be provided
23 under this AGREEMENT.

1 D. SUPERINTENDENT may withhold or delay any payment should
2 DISTRICT fail to comply with any of the provisions set forth in this
3 AGREEMENT.

4 E. The obligation of SUPERINTENDENT under this AGREEMENT is
5 contingent upon the availability of funds furnished by U.S.
6 Department of Education. In the event that such funding is terminated
7 or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S
8 fiscal obligations hereunder shall be limited to a pro-rated amount
9 of funding actually received by the SUPERINTENDENT under the grant.
10 SUPERINTENDENT shall provide DISTRICT written notification of such
11 termination. Notice shall be deemed given when received by the
12 DISTRICT or no later than three (3) days after the day of mailing,
13 whichever is sooner.

14 4.0 EXPENSES. SUPERINTENDENT shall not be liable to DISTRICT for
15 any costs or expenses paid or incurred by DISTRICT in performing
16 services for SUPERINTENDENT, except as follows: N/A.

17 5.0 MATERIALS. DISTRICT shall furnish, at his/her own expense,
18 all labor, materials, equipment, supplies and other items necessary
19 to complete the services to be provided pursuant to this AGREEMENT,
20 except as follows: N/A.

21 6.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this
22 AGREEMENT, shall be and act as an independent contractor. DISTRICT
23 understands and agrees that he/she and all of his/her employees shall
24 not be considered officers, employees or agents of the
25 SUPERINTENDENT, and are not entitled to benefits of any kind or
nature normally provided employees of the SUPERINTENDENT and/or to

1 which SUPERINTENDENT's employees are normally entitled, including,
2 but not limited to, State Unemployment Compensation or Worker's
3 Compensation. DISTRICT assumes the full responsibility for the acts
4 and/or omissions of his/her employees or agents as they relate to the
5 services to be provided under this AGREEMENT. DISTRICT shall assume
6 full responsibility for payment of all federal, state and local taxes
7 or contributions, including unemployment insurance, social security
8 and income taxes with respect to DISTRICT's employees.

9 7.0 ORIGINALITY OF SERVICES. DISTRICT agrees that all technologies,
10 formulae, procedures, processes, methods, writings, ideas, dialogue,
11 compositions, recordings, teleplays, and video productions prepared
12 for, written for, submitted to the SUPERINTENDENT and/or used in
13 connection with this AGREEMENT, shall be wholly original to DISTRICT
14 and shall not be copied in whole or in part from any other source,
15 except that submitted to DISTRICT by SUPERINTENDENT as a basis for
16 such services.

17 8.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees
18 that all matters produced under this AGREEMENT shall become the
19 property of SUPERINTENDENT and cannot be used without
20 SUPERINTENDENT's express written permission. SUPERINTENDENT shall
21 have all right, title and interest in said matters, including the
22 right to secure and maintain the copyright, trademark and/or patent
23 of said matter in the name of the SUPERINTENDENT. DISTRICT consents
24 to use of DISTRICT's name in conjunction with the sale, use,
25 performance and distribution of the matters, for any purpose and in
any medium.

1 9.0 HOLD HARMLESS/INDEMNIFICATION.

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

10 B. DISTRICT hereby agrees to indemnify, defend, and hold harmless
11 SUPERINTENDENT, the Orange County Board of Education, and its officers,
12 agents, and employees from liability and claims of liability for bodily
13 injury, personal injury, sickness, disease, or death of any person or
14 persons, or damage to any property, real, personal, tangible or
15 intangible, arising out of the negligent acts or omissions of
16 employees, agents or officers of DISTRICT during the period of this
17 AGREEMENT.

18 10.0 INSURANCE. DISTRICT shall, at DISTRICT'S sole cost and expense,
19 and require all of its subcontractors, take out prior to commencing
20 the services and maintain in full force and effect from the
21 commencement of services until expiration of this AGREEMENT a policy
22 or policies of insurance covering DISTRICT'S and its subcontractor's
23 services. DISTRICT shall furnish to SUPERINTENDENT certificates of
24 insurance evidencing all coverage's and endorsements required
25 hereunder. All insurance shall be with an insurance company admitted
by the Insurance commissioner of the State of California to transact

1 such insurance in the State of California. Minimum coverage's shall
2 be as follows:

3 A. Comprehensive General Liability Insurance in an amount not
4 less than One million dollars (\$1,000,000) per occurrence, combined
5 single limit;

6 B. Comprehensive Automobile liability insurance covering all
7 owned, non-owned and hired vehicles in an amount not less than One
8 million dollars (\$1,000,000) per occurrence;

9 C. Statutory Workers' Compensation Insurance;

10 D. An endorsement to said policy(ies) naming the Orange County
11 Superintendent of Schools, the Orange County Board of Education, and
12 its officers, agents and employees as an additional insured while
13 rendering services under this AGREEMENT;

14 E. A thirty (30) day written notice to SUPERINTENDENT of
15 cancellation or reduction in coverage;

16 F. If the DISTRICT is either partially or fully self-insured
17 for its liability exposures, DISTRICT must notify SUPERINTENDENT in
18 writing and provide SUPERINTENDENT with a statement signed by an
19 authorized representative of DISTRICT stating that DISTRICT agrees to
20 hold harmless, defend, and indemnify the Orange County Superintendent
21 of Schools, the Orange County Board of Education, and their officers,
22 employees and agents as if the insurance requirements in the above
23 paragraphs are in full force and effect.

24
25 11.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in
unlawful discrimination of persons because of race, color, religious

1 creed, national origin, ancestry, physical handicap, medical
2 condition, marital status, or age or sex of such persons.

3 12.0 APPLICABLE LAW. The services completed herein must meet the
4 approval of the SUPERINTENDENT'S general right of inspection to
5 secure the satisfactory completion thereof. DISTRICT agrees to
6 comply with all federal, state and local laws, rules, regulations and
7 ordinances that are now or may in the future become applicable to
8 DISTRICT, DISTRICT'S business, equipment and personnel engaged in
9 operations covered by this AGREEMENT or occurring out of the
10 performance of such operations.

11 13.0 ASSIGNMENT. DISTRICT shall not subcontract or assign the
12 performance of any of the services in this AGREEMENT without prior
13 written approval of the SUPERINTENDENT.

14 14.0 EDUCATION DEPARTMENT GENERAL ADMINISTRATIVE REGULATIONS(EDGAR)
15 REQUIREMENTS. DISTRICT will be required to comply with all applicable
16 State and federal laws and regulations regarding this AGREEMENT and
17 administration of programs funded with this AGREEMENT. Specifically,
18 the DISTRICT will be required to comply with relevant State laws and
19 regulations, EDGAR 34 CFR, Part 74 and the appropriate regulations
20 governing cost principles [Office of Management and Budget (OMB)
21 Circular A-133]. These regulations contain information regarding the
22 programmatic requirements and the requirements for financial
23 management maintenance of records, programmatic changes and budget
24 revisions, contracting, and general administrative responsibilities.
25 In addition, federal funds are also subject to the administrative
requirements at 29 CFR, Part 97 for projects administered by State,

1 local, or Indian tribal government and at 29 CFR, Part 95 for
2 projects administered by institutions of higher education, hospitals,
3 or non-profit organizations, Part 96 - Audit Requirements for Grants,
4 Contracts and other Agreements.

5 15.0 INSPECTION AND AUDIT. The SUPERINTENDENT, State of California
6 Department of Education and United States Department of Education and
7 their respective authorized agents, shall have access, for the
8 purpose of audit or examination, to any records of DISTRICT pertinent
9 to this AGREEMENT. DISTRICT shall maintain records of services
10 provided and financial records for a period of three (3) years from
11 the date of final payment under this AGREEMENT, and for such longer
12 period, if any, as is required by applicable statute, or by any other
13 cause of this AGREEMENT.

14 16.0 TOBACCO USE POLICY. In the interest of public health,
15 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
16 use of any tobacco products are prohibited in buildings and vehicles,
17 and on any property owned, leased or contracted for by the
18 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
19 abide with conditions of this policy could result in the termination
20 of this AGREEMENT.

21 17.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT
22 or DISTRICT with or without cause, upon the giving of thirty (30)
23 days prior written notice to the other party.

24 18.0 NOTICE. All notices or demands to be given under this
25 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

1 registered or certified mail, return receipt requested, with postage
2 prepaid. Service shall be considered given when received if
3 personally served or if mailed on the third day after deposit in any
4 U.S. Post Office. The address to which notices or demands may be
5 given by either party may be changed by written notice given in
6 accordance with the notice provisions of this section. As of the
7 date of this AGREEMENT, the addresses of the parties are as follows:

8 DISTRICT: Anaheim Union High School District
501 North Crescent Way
9 Anaheim, California 92803
Attn: _____

10 SUPERINTENDENT: Orange County Superintendent of Schools
11 200 Kalmus Drive
P.O. Box 9050
12 Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

13 19.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to
14 seek redress for violation of, or to insist upon, the strict
15 performance of any term or condition of this AGREEMENT, shall not be
16 deemed a waiver by that party of such term or condition, or prevent a
17 subsequent similar act from again constituting a violation of such
18 term or condition.

19 20.0 SEVERABILITY. If any term, condition or provision of this
20 AGREEMENT is held by a court of competent jurisdiction to be invalid,
21 void, or unenforceable, the remaining provisions will nevertheless
22 continue in full force and effect, and shall not be affected,
23 impaired or invalidated in any way.

24 21.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
25 shall be governed by the laws of the State of California with venue
in Orange County, California.

22.0 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.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: _____
Authorized Signature

BY: 
Authorized Signature

PRINT NAME: _____

PRINT NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: September 21, 20123

AUHSD-Understanding American Citizenship-Federal Grant(39988)14
ZIP4



Orange County United Way

2013/14 Orange County United Way Free Tax Prep Campaign Partner Stipend & Award Grant Agreement

Orange County United Way (OCUW) in partnership with the IRS and members of the Orange County Financial Stability Alliance is pleased to lead the Free Tax Prep Campaign benefitting low and moderate income families throughout Orange County.

The OCUW Partner Stipend & Award Program is available to qualifying partner agencies offering free tax preparation services. OCUW partner stipends are intended to increase the permanent capacity of sites so that they may expand their direct service delivery to their client population. Awards will be granted to partner agencies who demonstrate exceptional success serving their client population using either Facilitated Self-Assistance (FSA) and/or Volunteer Income Tax Assistance (VITA).

GRANT AGREEMENT STATEMENT

This Grant Agreement dated October 18, 2013 between Anaheim Union High School District ("Grantee") and Orange County United Way ("OCUW") is for the explicit purpose(s) described below and is subject to Grantee's full acceptance of the grant conditions/requirements.

GRANT TERM

In consideration of training and tax season preparation demands, the Grant Term shall be November 1, 2013 through June 15, 2014. The parties mutually acknowledge that this Grant Agreement is finite in term and award, and that nothing contained herein implies, either implicitly or explicitly, future obligation on behalf of OCUW to continue or extend this Grant Agreement past the Grant Term.

GRANT PURPOSE

The Grant Purpose is to support the capacity of 2014 OCUW partner sites across Orange County to provide free tax preparation services to eligible low and moderate income families, ensuring client's access to all eligible tax benefits.

GRANT REQUIREMENTS

Grantee agrees to meet and maintain the following Grant Requirements.

1. Grantee agrees to serve as an OCUW partner site and will meet, and maintain, all partner site requirements as outlined in Attachment A, 2013-14 Orange County United Way Free Tax Prep Campaign Partner Roles and Responsibilities. Grantee guarantees a minimum of fifty (50) clients will be served through the use of an OCUW approved FSA online module and/or VITA. Grantee agrees to the service schedule outlined in Attachment B, IRS Form 13715, Volunteer Site Summary Report.
2. Please review Attachment A – 2013-14 Orange County United Way Free Tax Prep Campaign Partner Roles and Responsibilities. By signing this agreement you attest that you understand and will follow all of the roles and responsibilities outlined in the document.



Orange County United Way

3. OCUW also requests Grantee to partner with a local financial institution (bank branch or credit union branch) connected to Bank On Orange County to assist unbanked or under banked clients to open a non-predatory, checking and/or savings account, in which they can deposit tax credit returns. Please see attached list of Bank On OC partners.

Grant Requirements are subject to modification only with OCUW's prior written approval. Grantee must inform OCUW, in writing, immediately, of any changes, delays and/or problems that impact Grantee's ability to meet all requirements. Failure by Grantee to adequately fulfill its obligations, including significant changes to the stated calendar of events outlined on Form 13715, Volunteer Site Information Sheet, as specified within this Grant Agreement may result in the early termination of this Grant Agreement, and will result in Grantee's obligation to return funds, in full, within 30 days of Grant Termination notice.

OCUW GRANT STIPEND AND AWARD

OCUW will provide Grantee with a \$2,000 grant stipend to support the Purpose of the Grant. If Grantee is able to serve more than 75 clients, Grantee may become eligible for a grant award from OCUW. The award is intended to encourage and compensate partner sites to serve the greatest number of eligible clients as possible. The award amount will be calculated by OCUW at the conclusion of the Free Tax Prep Campaign and will be based on: availability of funds, overall campaign results, number of eligible partner sites and partner site production totals. Awards may range from \$1,250 to a maximum of \$8,000.

GRANT PAYMENT SCHEDULE

The stipend will be made payable to the Grantee by January 15, 2014. The award will be communicated to eligible Grantees at the conclusion of the 2014 tax season. If eligible, Grantee will receive the award no later than June 15, 2014.

GRANT EXPENDITURES

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

- Cost of extended staff hours related to free tax preparation events
- Costs associated with necessary upgrade of computers and/or software directly related to the Free Tax Prep Campaign
- Eligible taxpayer client incentives such as on-site child care, refreshments, educational handouts, etc.
- Staff or printing costs related to Free Tax Prep Campaign outreach/marketing efforts
- Costs associated with Free Tax Prep Campaign related printing including printer ink, paper, etc.
- Volunteer recruitment, tracking and/or appreciation efforts. OCUW encourages agencies to develop permanent volunteer relationships to support future free tax preparation events
- Assisting clients to open bank accounts to secure and safeguard tax refunds
- Taxpayer referrals to other free and low-cost services



Orange County United Way

GRANT REPORTING

Grantee will receive a Grant Report Template from OCUW by May 1, 2014. Grantee will complete and submit a report on use of funds to OCUW by May 15, 2014. Report Information may include:

- Number of clients served at free tax preparation events
- Number of staff, volunteers and volunteer hours
- Summary of use on stipend funds and expected use of site awards
- Summary of outreach efforts and impact
- Grantee capacity increase

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

BY ANAHEIM UNION HIGH SCHOOL DISTRICT:

Agency Representative Name: Paul Sevillano, Ed.D	Date
Title: Assistant Superintendent, Education	

BY ORANGE COUNTY UNITED WAY:

Carla Vargas	Date
Senior Vice President, Community Impact	

Max Gardner	Date
President & CEO	

Please return two (2) signed original copies of this Grant Agreement by Monday, November 4, 2013 to:

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

Questions? Please call 949-263-6167

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT" and !#1 Tutoria, Maestros, Tabletas hereinafter referred to as "CONTRACTOR."

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

Services shall be provided by !#1 Tutoria, Maestros, Tabletas.

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:

!#1 Tutoria, Maestros, Tabletas
P.O. Box 82081
Los Angeles, CA 90082
(323) 293-9845

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.

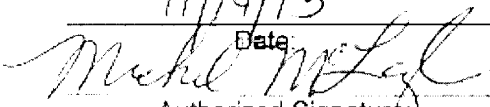
a. Exhibit A.

b. Exhibit B.

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

#1 Tutoria, Maestros, Tablets

Anaheim Union High School District

11/14/13
Date:

Authorized Signature:

Date:
Authorized Signature:

Michel McLaughlin/Director
P.O. Box 82081
Los Angeles, CA 90082
ses@wecan-foundation.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

95-4524790

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

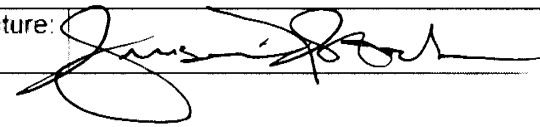
Signature:  Date: 11-13-13

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 !MathWiz 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:
!MathWiz, 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. !MathWiz 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 !MathWiz.

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 Seven Thousand Five Hundred and Twenty Dollars (\$7,520). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$7,520 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 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:

!MathWiz
1342 Scenic Drive
Escondido, CA 92029
(888) 628-4949

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.


!MathWiz

Anaheim Union High School District

11/14/2013

Date:

Date:


Authorized Signature:

Authorized Signature:

Mila Shainsky/Chief Executive Officer
1342 Scenic Drive
Escondido, CA 92029
ses@888mathwiz.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

02-0759552

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

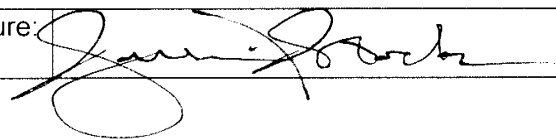
Signature: 	Date: 11-13-13
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EXHIBIT A

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 - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
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Exhibit B

**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):

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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 !!!1st Choice Android Smart-Phone 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:
!!!1st Choice Android Smart-Phone 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. !!!1st Choice Android Smart-Phone 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 !!!1st Choice Android Smart-Phone 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 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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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:

!!!1st Choice Android Smart-Phone
Tutoring
420 N. McKinley Street, #111-182
Corona, CA 92879
(855) 313-4388

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.

!!!1st Choice Android Smart-Phone Tutoring

Anaheim Union High School District

11-12-13

Date:

Date:

Authorized Signature:

Authorized Signature:

Jane Ngo/SES Manager
420 N. McKinley Street, #111-182
Corona, CA 92879
1stchoiceASPT@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

46-280-2580

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

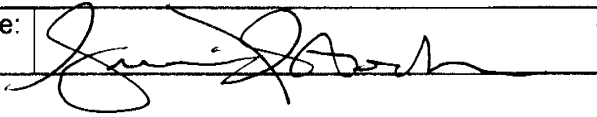
Signature:		Date:	11-13-13
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EXHIBIT A

- 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 !!! Apple iPad & Android Tablet 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:
!!! Apple iPad & Android Tablet 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. !!! Apple iPad & Android Tablet 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 !!! Apple iPad & Android Tablet 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 Twenty-Eight Thousand One Hundred and Ninety-Seven Dollars (\$28,197). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$28,197 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.

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

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability, and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.
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19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

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

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DISTRICT:

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

CONTRACTOR:

!!! Apple iPad & Android Tablet
Tutoring!!!
10100 Santa Monica Blvd., Suite 300
Los Angeles, CA 90067
(877) 866-6049

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.

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

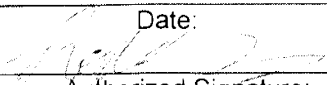
a. Exhibit A.

b. Exhibit B.

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

!!! Apple iPad & Android Tablet Tutoring!!!

Anaheim Union High School District

12-11-13
Date:

Authorized Signature:

Date:

Authorized Signature:

Rodolfo Garcia/Director
10100 Santa Monica Blvd., Suite 300
Los Angeles, CA 90067
appleipadtutoring@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

27-1537835

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

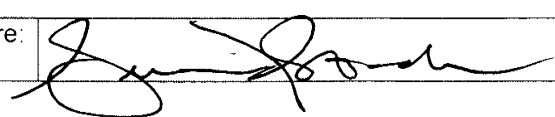
Signature:  Date: 12-13-13

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 !! # 1 At-Home Tutors, Inc. hereinafter referred to as "CONTRACTOR."

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 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
--------------------	---------------------------	------------------	--------------------------	------------	--------------------------------

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:

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

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

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

!! # 1 At-Home Tutors, Inc.

Anaheim Union High School District

11/14/13
Date:

Authorized Signature:

Date:

Authorized Signature:

Ruben Diaz/Manager
P.O. Box 90238
Los Angeles, CA 90009
ses@athomemtutors.net

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

Please check one:

Independent/Sole Proprietor	
Corporation	X
Partnership	
Other	

Federal Identification Number

45-0703450

If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator

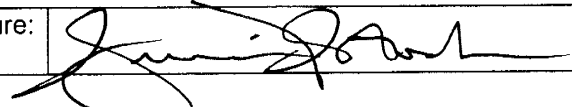
Signature:		Date:	11-13-13
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EXHIBIT A

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(IRS Revenue Rule 87-41)**

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

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

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

NOW, THEREFORE, the parties agree as follows:

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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.

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:

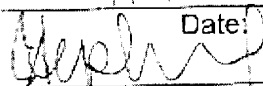
!!IA1 TUTORIA TABLET COMPUTER!!
 244 N. Doheny Drive
 Bevely Hills, CA 90211
 (888) 561-9340

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.

!!1A1 TUTORIA TABLET COMPUTER!!

Anaheim Union High School District

11-13-13
Date:

Authorized Signature:

Date:

Authorized Signature:

Stephanie Garcia/Director
244 N. Doheny Drive
Bevely Hills, CA 90211
tutoriatablet@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

46-1236807

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

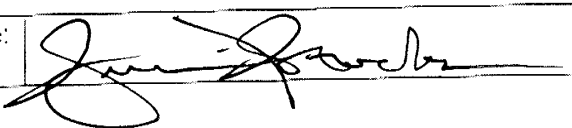
Signature:  Date: 11-13-13

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 !#1 Touch-Screen Tablet Computer Tutoring hereinafter referred to as “CONTRACTOR.”

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 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.

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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.
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15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
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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:

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

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

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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.

!#1 Touch-Screen Tablet Computer Tutoring

Anaheim Union High School District

11/12/13

Date:

Date:

Authorized Signature:

Authorized Signature:

Erica True/SES Coordinator
3576 Arlington Ave., Suite 304
Riverside, CA 92506
number1tstct@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

90-0746299

If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator

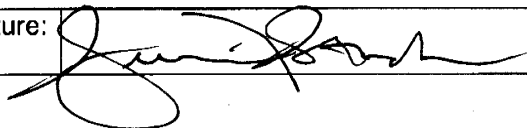
Signature: 	Date: 11-13-13
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EXHIBIT A

- 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).
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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.
- 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 !I Computadora Gratis para Ti! 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:
!I Computadora Gratis para Ti! 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. !I Computadora Gratis para Ti! 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 !I Computadora Gratis para Ti! 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 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
--------------------	---------------------------	------------------	--------------------------	------------	--------------------------------

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:

!1 Computadora Gratis para Ti! Inc.
 2885 Sanford Ave. SW #20508
 Grandville, MI 49418
 (800) 803-1548

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.

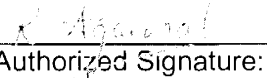
THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF DECEMBER 2013.

!1 Computadora Gratis para Ti! Inc.

Anaheim Union High School District

November 13, 2013

Date:



Authorized Signature:

Date:

Authorized Signature:

Rahul Agarwal/Director
2885 Sanford Ave. SW #20508
Grandville, MI 49418
computadora.gpt@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

27-5243133

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

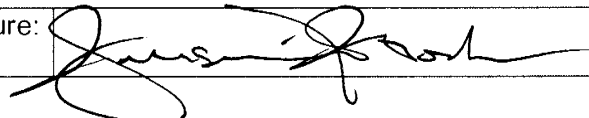
Signature: 	Date: <u>11-13-13</u>
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EXHIBIT A

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- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the Consultant. 20 U.S.C. §6316 (e)(3)(A)-(B).
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 - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
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Exhibit B

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(IRS Revenue Rule 87-41)**

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services. The CONTRACTOR will provide the following services:
!A+ C A T (Computer Assisted 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. !A+ C A T (Computer Assisted 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.

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Services shall be provided by !A+ C A T (Computer Assisted 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 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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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:

!A+ C A T (Computer Assisted Tutoring)
29752 Baden Place
Malibu, CA 90265
(800) 700-2758

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.

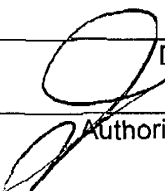
a. Exhibit A.

b. Exhibit B.

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

IA+ C A T (Computer Assisted Tutoring)

Anaheim Union High School District

 11/13/13
Date:

Date:

Authorized Signature:

Authorized Signature:

Jennifer Valdman/Director
29752 Baden Place
Malibu, CA 90265
jennifer@aplus4u.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

03-0552896

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

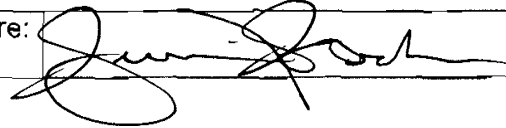
Signature:  Date: 11-13-13

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 !ACE Tutoring Services, 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:
!ACE Tutoring Services, 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. !ACE Tutoring Services, 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 !ACE Tutoring Services, 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 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.

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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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- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
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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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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:

!ACE Tutoring Services, Inc.
3576 Arlington Ave., Suite 300
Riverside, CA 92506
(800) 688-1103

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.

ACE Tutoring Services, Inc.

11/12/13

Date:



Authorized Signature:

Anaheim Union High School District

Date:

Authorized Signature:

Jeff Wang/Director
3576 Arlington Ave., Suite 300
Riverside, CA 92506
acetutoring@sbcglobal.net

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

Please check one:

Independent/Sole Proprietor	
Corporation	X
Partnership	
Other	

Federal Identification Number

33-0842322

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

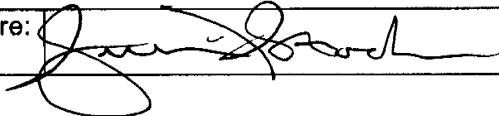
Signature: 	Date: 11-13-13
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EXHIBIT A

- 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 #1 Educando con Tabletas hereinafter referred to as “CONTRACTOR.”

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

Services shall be provided by #1 Educando con Tabletas.

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 Thirteen Thousand One Hundred and Fifty-Nine Dollars (\$13,159). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$13,159 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 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:

#1 Educando con Tabletas
2550 Corporate Place C108
Monterey Park, CA 91754
(800) 293-3091

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.

#1 Educando con Tabletas

Anaheim Union High School District

11-18-13
Date: _____
Authorized Signature: _____

Date: _____
Authorized Signature: _____

Daniel York
2550 Corporate Place C108
Monterey Park, CA 91754
educandocontabletas@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

27-1332524

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: 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).
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 - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
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(IRS Revenue Rule 87-41)**

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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Services shall be provided by Aprende! Tutoring.

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5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Forty Thousand Four Hundred and Sixteen Dollars (\$40,416). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$40,416 with a maximum per student of \$939.90 or the most current state approved SES per-pupil rate.

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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.

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:

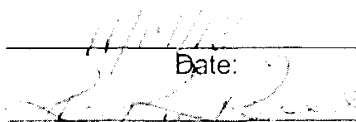
Aprende! Tutoring
 3057 Edinger Avenue
 Tustin, CA 92780
 (949) 681-0388

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.

Aprende! Tutoring

Anaheim Union High School District


Date: _____
Authorized Signature: _____

Date: _____
Authorized Signature: _____

Rebekah Rustad-Phung/Administrator of SES Programs
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

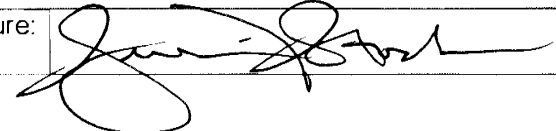
Signature:  Date: 12-13-13

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 123 MATH AND READING, 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:
123 MATH AND READING, 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. 123 MATH AND READING, 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 123 MATH AND READING, 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 Seven Thousand Five Hundred and Twenty Dollars (\$7,520). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$7,520 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.
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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.
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DISTRICT:

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

CONTRACTOR:

123 MATH AND READING, INC.
2252 Beverly Blvd.
Los Angeles, CA 90057
(877) 251-6284

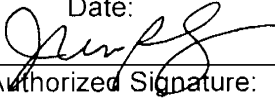
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23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.
25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
- a. Exhibit A.
 - b. Exhibit B.

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

123 MATH AND READING, INC.

Anaheim Union High School District

11/14/13

Date:

Authorized Signature:

Date:

Authorized Signature:

Kira Krupovlyanskaya/Director
2252 Beverly Blvd.
Los Angeles, CA 90057
director@123math.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

46-1244165

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

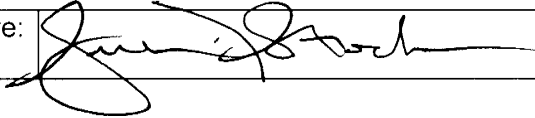
Signature:  Date: 11-13-13

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 1 to 1 Academic Tutoring hereinafter referred to as “CONTRACTOR.”

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

Services shall be provided by 1 to 1 Academic 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
--------------------	---------------------------	------------------	--------------------------	------------	--------------------------------

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:

1 to 1 Academic Tutoring
 12523 Limonite Ave. #440-253
 Mira Loma, CA 91752
 (951) 213-7763

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.

1 to 1 Academic Tutoring

Anaheim Union High School District

11-12-13

Date:

Date:

Authorized Signature:

Authorized Signature:

Tracy Alberry/SES Director
12523 Limonite Ave. #440-253
Mira Loma, CA 91752
1to1academics@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

46-2441986

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

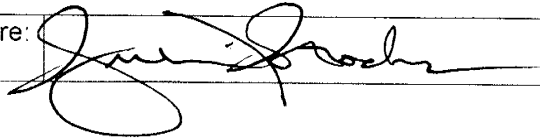
Signature: 	Date: 11-13-13
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EXHIBIT A

- 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).
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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.
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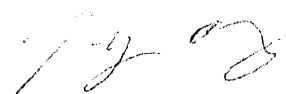
- (2) Proof of being fiscally sound. Title 5 SES (13075.2)(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the State of California. Title 5 SES (13075.2)(c)(1)-(21).
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(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Eight Thousand Four Hundred and Sixty Dollars (\$8,460). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$8,460 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 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:

1 to 1 Study Buddy Tutoring, Inc.
357 N. Sheridan Street #133
Corona, CA 92880
(951)-273-0344

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

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.

1 to 1 Study Buddy Tutoring, Inc.

Anaheim Union High School District

11/09/13
Date:
Duane Fjelstad
Authorized Signature:

Date:

Authorized Signature:

Duane Fjelstad/President
357 N. Sheridan Street #133
Corona, CA 92880
Duane@1to1studybuddy.com

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

Please check one:

Independent/Sole Proprietor	
Corporation	X
Partnership	
Other	

Federal Identification Number

45-0615442

If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator

Signature: [Signature] Date: 11-13-13

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 1-on-1 Learning with Laptops hereinafter referred to as "CONTRACTOR."

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 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 Fifty-Three Thousand Two Hundred and Four Dollars (\$153,204). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$153,204 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.

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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.

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DISTRICT:

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

CONTRACTOR:

1-on-1 Learning with Laptops
P.O. Box 881536
Los Angeles, CA 90009
(877) 588-8677

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

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

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

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

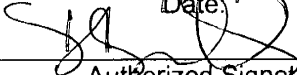
a. Exhibit A.

b. Exhibit B.

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

1-on-1 Learning with Laptops

Anaheim Union High School District

11/13/2013
Date:

Authorized Signature:

Date:

Authorized Signature:

Denise Brambila/Manager, SES
P.O. Box 881536
Los Angeles, CA 90009
info@1on1laptops.com

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

Please check one:

Independent/Sole Proprietor	
Corporation	X
Partnership	
Other	

Federal Identification Number

27-2152190

If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator

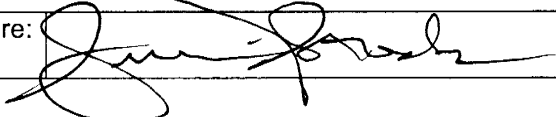
Signature:  Date: 11-13-13

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 A Better Tomorrow Education hereinafter referred to as “CONTRACTOR.”

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

Services shall be provided by A Better Tomorrow Education.

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

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 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
--------------------	---------------------------	------------------	--------------------------	------------	--------------------------------

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:

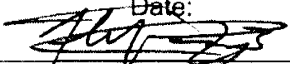
A Better Tomorrow Education
14241 E. Firestone Blvd., #200
La Mirada, CA 90638
(562) 926-3755

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.

A Better Tomorrow Education

Anaheim Union High School District

11/14/2013
Date:

Authorized Signature:

Date:
Authorized Signature:

Hario L. Vasquez/CEO
14241 E. Firestone Blvd., #200
La Mirada, CA 90638
hariov@abettertomorrowedu.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	

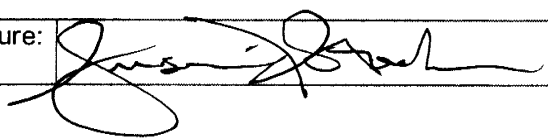
Federal Identification Number

26-1239658

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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A Better Tomorrow Education

Anaheim Union High School District

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Date:

Authorized Signature:

Authorized Signature:

Hario L. Vasquez/CEO
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Paul Sevillano, Ed.D.
Assistant Superintendent Educational
Services Division
501 N. Crescent Way/P.O. Box 3520
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Please check one:

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_____ 26-1239658 _____

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PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator

Signature:		Date:	
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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).
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- (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).
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 - o. In addition to Paragraph 6 herein, the District may terminate this agreement for the following reasons:
 - (1) If Consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
 - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

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

Mark all items that are true for the intended Consultant (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.
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- 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.
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- Job Location:** Consultant controls job location, under District discretion, whether on employer's site or not.
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- No Interim Reports:** Only specific pre-determined reports defined in the independent contractor agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- 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.
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- 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 A to Z In-Home 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:
A to Z 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. A to Z 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 A to Z 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 Eight Thousand Four Hundred and Sixty Dollars (\$8,460). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$8,460 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:

A to Z In-Home Tutoring
4281 Katella Ave., Suite 201
Los Alamitos, CA 90720
562-467-5448

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.

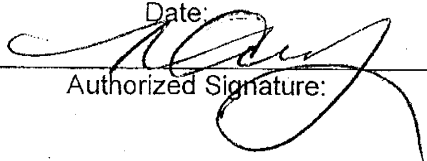
THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF DECEMBER 2013.

A to Z In-Home Tutoring

Anaheim Union High School District

NOV. 12, 2013

Date:



Authorized Signature:

Nancy Aguayo/Lead Regional Coordinator
4281 Katella Ave., Suite 201
Los Alamitos, CA 90720
naguayo@atoztutoring.com

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

61-1436598

If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator

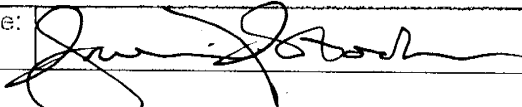
Signature: 	Date: <u>12-13-13</u>
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EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent 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 Able Academics LLC DBA ABLE hereinafter referred to as "CONTRACTOR."

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

Services shall be provided by Able Academics LLC DBA ABLE.

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.

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

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DISTRICT:

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

CONTRACTOR:

Able Academics LLC DBA ABLE
4644 Starstone Ct.
Palmdale, CA 93551
(866) 255-1279

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

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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.

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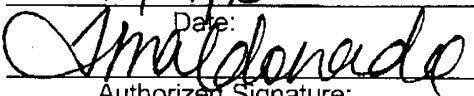
a. Exhibit A.

b. Exhibit B.

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

Able Academics LLC DBA ABLE

Anaheim Union High School District

11/14/13
Date:

Authorized Signature:

Date:
Authorized Signature:

Tanya Maldonado/Vice President
4644 Starstone Ct.
Palmdale, CA 93551
tmaldonado@ableacademics.com

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

Please check one:

Independent/Sole Proprietor	
Corporation	X
Partnership	
Other	

Federal Identification Number

26-4548321

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

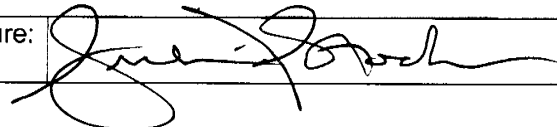
Signature:  Date: 11-13-13

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).
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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.
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- No Interim Reports:** Only specific pre-determined reports defined in the independent contractor agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
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 - 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):
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 - Business license
 - Business signs
 - Advertises services
 - Lists services in Business Directory
 - Other (explain) _____
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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 Academic Advantage, The 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:
Academic Advantage, The, 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. Academic Advantage, The 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 Academic Advantage, The.

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
--------------------	---------------------------	------------------	--------------------------	------------	--------------------------------

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:

Academic Advantage, The
P.O. Box 882045
Los Angeles, CA 90009
(866) 788-8677

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

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

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

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

a. Exhibit A.

b. Exhibit B.

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

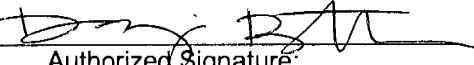
Academic Advantage, The

Anaheim Union High School District

11/14/13

Date:

Date:


Authorized Signature:

Authorized Signature:

Daysi Bautista/SSS Manager
P.O. Box 882045
Los Angeles, CA 90009
nclb@academicadvantage.com

Paul Sevillano, Ed.D.
Assistant Superintendent Educational
Services Division
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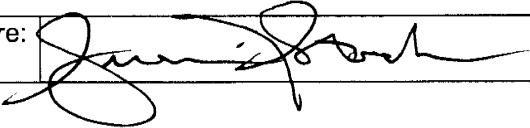
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7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

Consultant shall perform said services as an independent contractor and not as an employee of the DISTRICT. Consultant shall be under the control of the DISTRICT as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

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

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

Accuracy Temporary Services, DBA ATS
Project Success
20674 Hall Road
Clinton Township, MI 48038
(800) 297-2119

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.

Accuracy Temporary Services, DBA ATS
Project Success

Anaheim Union High School District

11/13/13
Date: [Signature]
Authorized Signature:

Date: _____
Authorized Signature: _____

Renee Weaver-Wright/
20674 Hall Road
Clinton Township, MI 48038
info@atsprojectsuccessworks.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

38-2709553

If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator

Signature: [Signature] Date: 11-13-13

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 Achievement Matters, 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:
Achievement Matters, 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. Achievement Matters, 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 Achievement Matters, 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 Thirteen Thousand One Hundred and Fifty Nine Dollars (\$13,159). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$13,159 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.

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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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- (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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15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
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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:

Achievement Matters, Inc.
21781 Ventura Blvd., Suite 418
Woodland Hills, CA 91364
(855) 888-8677

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

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

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

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

a. Exhibit A.

b. Exhibit B.

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

Achievement Matters, Inc.

Anaheim Union High School District

11/13/13
Date:
Authorized Signature:

Date:
Authorized Signature:

Deborah Farnoush/CEO
21781 Ventura Blvd., Suite 418
Woodland Hills, CA 91364
nclb@amk12.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

27-3891504

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

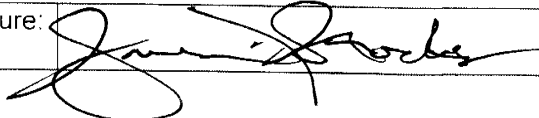
Signature:  Date: 11-13-13

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 Advanced Reading Solutions LLC dba UROK Learning Institute hereinafter referred to as "CONTRACTOR."

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

Services shall be provided by Advanced Reading Solutions LLC dba UROK Learning Institute.

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

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on December 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.

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

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

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

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

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
- (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability, and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

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

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

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

DISTRICT:

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

CONTRACTOR:

Advanced Reading Solutions LLC dba
UROK Learning Institute
P.O. Box 250
Huntington Park, CA 90255
(877) 358-9999

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.

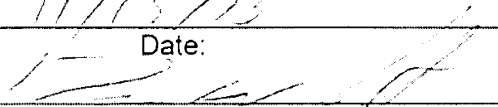
a. Exhibit A.

b. Exhibit B.

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

Advanced Reading Solutions LLC dba UROK
Learning Institute

Anaheim Union High School District

11/15/13
Date:

Authorized Signature:

Date:

Authorized Signature:

Dean White/Executive Director
P.O. Box 250
Huntington Park, CA 90255
dean@uroklearning.com

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

Please check one:

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

Federal Identification Number

33-0969388

If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator

Signature:		Date:	<u>11-15-13</u>
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EXHIBIT A

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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;

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

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

NOW, THEREFORE, the parties agree as follows:

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

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Services shall be provided by Alternatives Unlimited, Inc.

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4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement and receive Title I funding.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Fifty-Seven Thousand Three Hundred and Thirty-Four Dollars (\$57,334). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$57,334 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 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:

Alternatives Unlimited, Inc.
1131 W. Sixth Street, Suite 225
Ontario, CA 91762
(800) 7900597

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.

Alternatives Unlimited, Inc.

Anaheim Union High School District

11/13/13
Date:
Rebeca Ervin
Authorized Signature:

Date:

Authorized Signature:

Rebeca Ervin
1131 W. Sixth Street, Suite 225
Ontario, CA 91762
rervin@alt-unlimited.com

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

Please check one:

Independent/Sole Proprietor	
Corporation	X
Partnership	
Other	

Federal Identification Number

52-2073228

If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator

Signature: [Signature] Date: 11-13-13

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 Apple Learning Company 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:
Apple Learning Company, 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. Apple Learning Company 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 Apple Learning Company.

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 Eighteen Thousand Seven Hundred and Ninety-Eight Dollars (\$18,798). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$18,798 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.

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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.
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DISTRICT:

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

CONTRACTOR:

Apple Learning Company
3843 S. Bristol Street, #185
Santa Ana, CA 92704
(888) 287-1287

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.

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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.

Apple Learning Company

Anaheim Union High School District

11/14/13

Date:

Date:

Authorized Signature: 

Authorized Signature:

Maria Lee
3843 S. Bristol Street, #185
Santa Ana, CA 92704
maria@applelearningcompany.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	X
Corporation	
Partnership	
Other	

Federal Identification Number

80-0219675

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

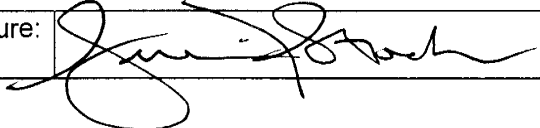
Signature:  Date: 11-13-13

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).
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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.
- 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 Brain Hurricane, 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:
Brain Hurricane, 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. Brain Hurricane, 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 Brain Hurricane, 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 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
--------------------	---------------------------	------------------	--------------------------	------------	--------------------------------

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:

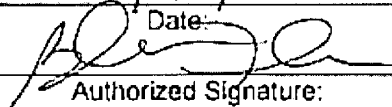
Brain Hurricane, LLC
12215 Telegraph Road, #207
Santa Fe Springs, CA 90670
(562) 946-3600

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.

Brain Hurricane, LLC

Anaheim Union High School District

11/13/13
Date:

Authorized Signature:

Date:
Authorized Signature:

Blanca Flores/Director
12215 Telegraph Road, #207
Santa Fe Springs, CA 90670
blanca@brainhurricane.com

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

Please check one:

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

Federal Identification Number

61-1402025

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

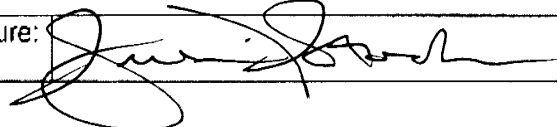
Signature: 	Date: 11-13-13
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EXHIBIT A

- 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).
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- j. The Consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
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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).
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 - (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)**

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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 Brainiac Learning 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:
Brainiac Learning, 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. Brainiac Learning 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 Brainiac Learning.

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

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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:

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

CONTRACTOR:

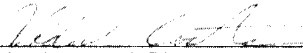
Brainiac Learning
 2440 E. 115th Street
 Los Angeles, CA 90059
 (323) 744-1449

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.

Brainiac Learning

Anaheim Union High School District

11-14-13
Date:

Authorized Signature:

Date:

Authorized Signature:

Vidal Cortes/CEO
2440 E. 115th Street
Los Angeles, CA 90059
brainiaclearning@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	X
Corporation	
Partnership	
Other	

Federal Identification Number

46-0000058

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

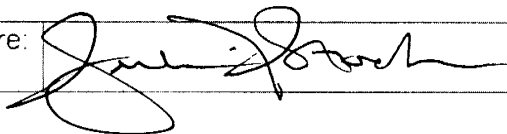
Signature:  Date: 11-13-13

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 premises or elsewhere.
- 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
 - Publicly advertised
 - 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 Club Z!, dba of: Tutoring USA 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:
Club Z!, dba of: Tutoring USA 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. Club Z!, dba of: Tutoring USA 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 Club Z!, dba of: Tutoring USA 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 Twenty-Seven Thousand Two Hundred and 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.

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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.
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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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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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DISTRICT:

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

CONTRACTOR:

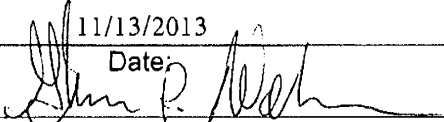
Club Z!, dba of: Tutoring USA Inc.
 8357 Petunia Way
 Buena Park, CA 90620
 (714) 521-1616

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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.

Club Z!, dba of: Tutoring USA Inc.

Anaheim Union High School District

11/13/2013
Date:

Authorized Signature:

Date:

Authorized Signature:

Glenn P. Walker/Area Director
8357 Petunia Way
Buena Park, CA 90620
clubzbp@sbcglobal.net

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

Please check one:

Independent/Sole Proprietor	
Corporation	X
Partnership	
Other	

Federal Identification Number

20-5153598

If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator

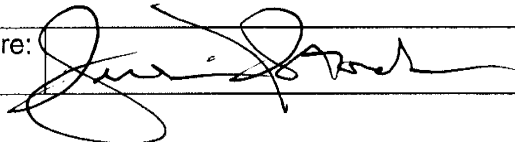
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EXHIBIT A

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- 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.

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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.
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- 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 College Bound-Dollars for Achievers dba College Bound 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:
College Bound-Dollars for Achievers dba College Bound, 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. College Bound-Dollars for Achievers dba College Bound 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 College Bound-Dollars for Achievers dba College Bound.

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:

College Bound-Dollars for Achievers dba
College Bound
17316 Edwards Road, Suite 180
Cerritos, CA 90703
562-407-2127

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.

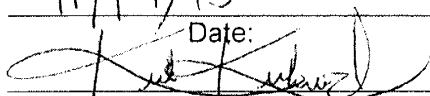
a. Exhibit A.

b. Exhibit B.

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

College Bound-Dollars for Achievers dba
College Bound

Anaheim Union High School District

11/14/13
Date:

Authorized Signature:

Date:

Authorized Signature:

Kirk Kirkwood
17316 Edwards Road, Suite 180
Cerritos, CA 90703
kkirkwood@collegeboundca.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

95-4604550

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

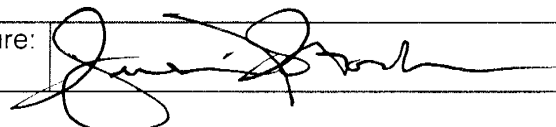
Signature:  Date: 11-13-13

EXHIBIT A

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