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**Superintendent**  
David Jones

**Assistant Superintendent**  
William Pickering II

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the BONSALL UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District," and, Marianne Brown hereinafter referred to as "Contractor."

**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; and

**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 to be provided by Contractor. Bonsall West DoDEA MCASP grant evaluation. See Addendum A for full job description.
2. Term. Contractor shall commence providing services under this Agreement on 10/13/2017 and will diligently perform as required and complete performance 03/10/2022.
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this agreement a total fee not to exceed \$1,500 per year. District shall pay Contractor according to the following terms and conditions: Vendor has the ability to invoice the district every two weeks.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District besides the expenses listed in Addendum A.
5. Independent Contractor. Contractor, in the performance of this agreement, shall be and shall 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 or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.

6. Taxes. Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
7. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

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.

8. Confidentiality and Use of Information.

- (a) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's students, research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
- (b) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

10. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole 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 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 not later than five (5) days after the day of mailing, whichever is sooner.

District may also 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; (c) or if Contractor is adjudged a bankrupt, and 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 of termination for cause shall contain the reasons for such intention to terminate, and unless within thirty, (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 of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged 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 five (5) days after the day of mailing, whichever is sooner.

12. Indemnification. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its officers, agents and employees 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 of (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 sole negligence or willful misconduct of the District or its officers, employees or agents.
  - (b) Any injury to or death of any person, including the District or its officers, agents and employees, 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 un-copyrighted matter or patented or unpatented invention under this Agreement.
  - (d) Any liability that arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code section 45122.1.
13. Insurance. Pursuant to Section 12, Contractor agrees to carry a comprehensive general and automobile liability insurance policy with limits of One Million Dollars (\$1,000,000.00) 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 7 Days before Contractor is scheduled to be on school property, the Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a provision for thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insured under said policy.

14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
15. Assignment. No obligations or work contemplated under this Agreement shall not be assigned or subcontract by the Contractor.
16. Compliance with Applicable Laws. The service 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.
17. 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.
18. 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.
19. 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.
20. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national original, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
21. 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.
22. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:  
  
For District: William Pickering II, Assistant Superintendent  
  
For Contractor: Marianne Brown
23. 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 fifth 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 set forth above.

24. 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.
25. Fingerprinting. If the Contractor is on campus concurrently with students then the Contractor must always be accompanied by a District employee.

If the nature of the work required by this Agreement does not allow a District employee to always be present and the Contractor's employees may have contact with pupils then Contractor shall require their employees who will provide services pursuant to this Agreement to submit their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1. The Contractor can ask the District to process the background check required in this section.

Contractor shall certify in writing to the governing board of the District, to the attention of the Supervisor of Purchasing, Contracts and IT Support, that all of its employees who may come in contact with pupils have not been convicted of nor have criminal charges pending for a felony, as defined in Education Code section 45122.1. Contractor will provide a listing of employees who may come in contact with pupils.

26. Accident/Incident Report. Contractor agrees to submit a written accident report to the District within three (3) days of an accident or incident when the Contractor or a Contractor's employee is involved in an incident on the District's property if any person, including but not limited to students, has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.
27. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
28. Alterations of Variance. No alterations to this Contract or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.
29. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 10 day of October, 2017.

DISTRICT

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

William Pickering II  
Assistant Superintendent Business Services  
and Administrative Services

Board Approved Date: \_\_\_\_\_

CONTRACTOR

By: Marianne Brown  
Signature

Date: 10/21/17

Marianne Brown  
Program Evaluator

## **Addendum A**

### **Bonsall Unified School District Grant Evaluator Position**

**Title:** Project AIM High Outside Evaluator

**Reports to:** District Technology & Learning Coordinator-Project AIM High Project Director

**Position Type:** Stipend

**Stipend Amount:** \$1,500 per year

**Position Term:** October 13, 2017-March 10, 2022

**Insurance:** Insurance coverage listed as item 13 in the Independent Contractor Agreement will be covered by District grant funding

**Travel:** Evaluator must attend Grant Information meeting Nov.15-17 in New Orleans, LA. Evaluator will be reimbursed for air, hotel, registration, meals, and expenditures as outline by Bonsall Unified School District Travel policy.

#### **Basic Function:**

The Project AIM High Outside Evaluator will oversee the project evaluation in achieving grant goals for the Grants to Local Educational Agencies for Military-Connected Academic and Support Programs (MCASP) through the Department of Defense Education Activity (DoDEA) Educational Partnership Program. The Project AIM High Outside Evaluator will work with the Project AIM High Project Director and DoDEA to provide ongoing evaluation, including Fall, Spring, and Summer semester summative reports. The Outside Evaluator will communicate with all project stakeholders involving the evaluation of project goals and effectiveness.

#### **Duties and Responsibilities:**

- Collect data (implementation and summative) and train others to collect data using different measures (rubrics, observation, etc.)
- Provide analysis or comparisons for summative data provided: including the ability disaggregate specific data.
- Analyze process data to provide actionable information for improving implementation
- Attend Grant Information meeting Nov.15-17 in New Orleans, LA.

#### **Demonstrated Knowledge and Abilities To:**

- Understand qualitative and quantitative data collection methods and analyses
- Understand education, school, and district contexts.

- Evaluate direct service projects supported by a set of activities and resources to achieve a specific, intended result.
- Evaluate project implementation fidelity to capture data on whether project activities are put in place as intended.
- Evaluate project process measures to capture formative data useful for monitoring and revising activities as needed.
- Evaluate project summative measures to capture formative data useful for determining whether the specific, intended result was achieved.
- Use a collaborative approach for working with project staff.