

## **North Monterey County Unified School District**

### **INDEPENDENT CONSULTING AGREEMENT**

This Independent Consulting Agreement (the "Agreement") is made and is effective on **July 1, 2015 – June 30, 2016** between **Barbara Bidlingmaier** ("Consultant") and North Monterey County Unified School District (the "District") located at 8142 Moss Landing Road, Moss Landing, California 95039.

Consultant and District agree as follows:

#### **1. Engagement**

District engages Consultant and Consultant accepts engagement, to provide consulting services to District in the following areas:

- Identify assessments that inform educators of effectiveness of instruction and student learning based on state standards and grade level expectations.
- Inform classroom educators and administrators on the implementation and analysis of all K-12 assessments.
- Provide support to align to the Local Control Accountability Plan (LCAP) metrics, instructional assessment, accountability, data analysis and evaluation program for the district.
- Work collaboratively with district staff and principals in developing and monitoring the collection of the LCAP/SPSA metrics and related procedures for administering local and state assessments.
- Support the district and individual school efforts in the implementation of state and federal accountability requirements.
- Plan staff development for teachers, administrators, and staff on requirements of the state and local assessment program and the local, state and federal accountability programs.

#### **2. Term**

Consultant will provide services to District on the projects generally described in Exhibit A attached to the Agreement beginning on September 1, 2015 through June 30, 2016 unless a written notice of intent to terminate is presented by either party, or at District's discretion, the contract is extended.

#### **3. Place of Work**

Consultant shall provide services to District at its District office, located at 8142 Moss Landing Road, Moss Landing, CA 95039, and at school sites throughout the District. The Consultant will be provided a work space to process documents and perform work required to assist District as described in Exhibit A.

#### **4. Time**

Consultant's daily schedule and hours worked will be jointly scheduled with the

Superintendent Deviations from Work Schedule and resultant compensation will be made only with permission of District's Superintendent).

#### **5. Tools, Supplies Outside Assistance**

The Consultant shall have access to a District computer and telephone for the conduct of District business only. Disposable supplies and office equipment used exclusively for District purposes shall be made available to the consultant to avoid reimbursable expenses. Any other expenses shall be approved in advance by the Assistant Superintendent.

#### **6. Commitment Authority**

The Consultant shall have no authority to enter into contracts or agreements on behalf of District.

#### **7. Confidentiality**

During the term of the Agreement and thereafter the confidentiality provisions of the Agreement shall remain in full force and effect. Certain methodologies and work practices of the Consultant are proprietary in nature and any information regarding vendors, customers, or employees of District is considered confidential. Such information shall not be divulged, unless required by operation of law, without the written consent of the other party. Confidential information shall not include information that is disclosed by District or Consultant without restriction, becomes publicly available through no act of either party, or is received rightfully from a third party.

Consultant will protect such information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of the Agreement and could result in his termination.

#### **8. Indemnity**

Consultant shall defend and indemnify District, its officers, agents and employees against all claims, regardless of form, and lawsuits for damages to persons or property arising from or connected with services rendered by and/or acts attributable to Consultant.

District shall defend and indemnify Consultant against all claims, regardless of form, arising from or connected with acts attributable to District, its officers, agents, or employees. Indemnification shall include all costs and expenses including attorney fees.

#### **9. Fingerprint clearance**

*(District shall select paragraphs A or B below. To make the determination of whether there will be limited contact, District will consider the totality of the circumstances, including factors such as the length of time the contractors will be on school grounds,*

*whether pupils will be in proximity with the site where the contractors will be working, and whether the contractors will be working by themselves or with others.)*

A.   X   Contractor will have limited contact with District's pupils younger than 18 years of age. No fingerprinting will be required.

B.        Contractor will have more than limited contact with District's pupils younger than 18 years of age. Contractor shall obtain fingerprinting clearance for its employees who will have more than limited contact with District's pupils younger than 18 years of age prior to beginning work under this Agreement.

Contractor shall submit fingerprints for clearance, as required by District on the Fingerprinting Certification attached hereto as Exhibit "A," to determine that individuals working pursuant to this Agreement have not been convicted of a serious or violent felony and have no criminal charges pending for a serious or violent felony, as defined in Education Code section 45122.1.

Contractor shall complete the Fingerprinting Certification attached hereto as Exhibit "A" prior to providing Services. Contractor shall complete and provide to District an additional Fingerprinting Certification for each additional employee whom Contractor may later assign to provide Services under this Agreement prior to allowing such employee to provide the Services.

#### **10. Rate of Pay**

District shall compensate Consultant based on the rate of \$700.00 per day or \$87.50 per hour for actual hours worked for the Work Schedule. Time will be submitted monthly and will be payable within ten days following receipt of invoice. Consultant shall submit with invoices a detailed summary of services performed including dates of service and compensation due under the Agreement.

#### **11. Expenses**

District shall not be liable for any expenses incurred by the Consultant, unless pre-approved by District Superintendent as reimbursable by mutual agreement.

#### **12. Independent Consultant**

Consultant is and throughout the Agreement shall be an independent consultant. Consultant shall not be entitled to receive any benefits normally provided to District's employees, including health insurance, paid vacation, or any other employee benefits. District shall not be responsible for withholding income or other tax form payments made to Consultant. Consultant shall be solely responsible for filing all returns, and paying income and social security or other tax levied upon or determined with respect to the payments made to Consultant pursuant to the Agreement.

Consultant states and affirms she is acting as a free agent, and independent consultant, maintains her principle place of business at her own address, and that the Agreement is not exclusive. Consultant may enter into any other contracts as Consultant sees fit providing that such contract does not interfere with any services that Consultant is currently providing the District or that might be deemed to be a conflict of interest with the best interests of District.

### **13. Termination**

The Agreement may be terminated by either party for any reason upon 15 day written notice. If District terminates, District shall compensate the Consultant for all services and documentation in progress. If Consultant terminates; all materials, documentation, and electronic media, pertaining to the Agreement, that are in Consultant's possession or under Consultant's control and that are District's property or related to District's business, shall be delivered to District by the end of a 5 day period after notice of termination is received. The parties shall deal with each other in good faith during the term of the Agreement, including the periods after notice is given.

### **14. Assignment and Delegation**

Neither the Consultant's obligations under the Agreement nor District's duty to pay may be assigned or delegated to another without the written consent of the other party. In the event such assignment or delegation is made without such consent the Agreement shall be null and void.

### **15. Notices**

All notices required or permitted under the Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

To District:  
Kari Yeater, Superintendent  
North Monterey County Unified School District  
8142 Moss Landing Road  
Moss Landing, CA 95039

Attention: Kari Yeater

PH: (831) – 633-3343  
FX: (831) – 633-2937

To Consultant:

Attention: **Barbara Bidlingmaier**  
Address: 847 Calabasas Rd.  
Watsonville, CA 95076

PH: 831-768-8437  
E-mail: 540hazel@gmail.com

### **15. Entire Agreement**

The Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. The Agreement supersedes any prior written or oral agreements between the parties.

### **16. Amendment**

The Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

### **17. Severability**

If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

### **18. Waiver of Contractual Right**

The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

### **19. Applicable Law**

The Agreement shall be governed by the laws of the State of California.

In witness whereof, the parties have executed the Agreement at

Representing District:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Kari Yeater, Superintendent**

Independent Consultant:

By: Barbara Bidlingmaier Date: 9-24-15  
**Barbara Bidlingmaier**

## Exhibit A

### North Monterey County Unified School District Scope of Consultant's Work

#### Objective:

Consultant accepts engagement, to provide consulting services to District in the following areas:

- Identify assessments that inform educators of effectiveness of instruction and student learning based on state and grade level standards.
- Inform classroom educators and administrators on the implementation and analysis of all K-12 assessments.
- Provide support to align instructional assessments to the Local Control Accountability Plan (LCAP) metrics, including data analysis and evaluation of programs in the district.
- Work collaboratively with district staff and principals in developing and monitoring the collection of the LCAP/SPSA metrics and related procedures for administering local and state assessments.
- Support the district and individual school efforts in the implementation of state and federal accountability requirements.
- Plan and deliver professional development for teachers, administrators, and staff on requirements of the state and local assessment program and the local, state and federal accountability programs.

**P.O. not to exceed 57 days**

01	0940	0	1110	2140	580000	000	7090	0015
Funding Account								