

## **INDEPENDENT CONSULTING AGREEMENT**

This Independent Consulting Agreement (the "Agreement") is made and is effective on September 1, 2016- May 25, 2017 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 related support and consulting services to District.

### **2. Term**

Consultant will provide services to District on the projects generally described in Exhibit A attached to the Agreement beginning on September 1, 2016- May 25, 2017 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 NMCHS, located 13990 Castroville Blvd., Castroville CA 95012. The Consultant will be provided a work space to process documents and perform work required to assist District with the : Research, Accountability, and Assessment Plan activities as more fully described in Exhibit A.

### **4. Time**

Consultant's daily schedule and hours worked will be jointly scheduled with the Assistant Superintendent, Curriculum and Instruction (the "Assistant Superintendent"), and High School Principal, and compensation will be earned at the rate of \$700 per 8 hour day. Deviations from Work Schedule and resultant compensation will be made only with permission of District's Assistant 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. District shall compensate Consultant based on the rate of \$87.50 per hour for actual hours worked for the Work Schedule. Time will be submitted upon completion 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, expenses incurred, if applicable, and compensation due under the Agreement.

#### **10. Expenses**

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

#### **11. 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.

#### **12. 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.

### **13. 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.

### **14. 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:  
8142 Moss Landing Road  
Moss Landing, CA 95039

Attention: Kari Yeater  
PH: (831) – 633-3343  
FX: (831) – 633-2937

To Consultant: Barbara Bidlingmaier  
Attention: Barbara Bidlingmaier  
Address:

PH:  
FX:

### **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 or 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: \_\_\_\_\_  
Kari Yeater, Superintendent

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

Independent Consultant:

By: Barbara Bidlingmaier Date: 10-31-16  
Barbara Bidlingmaier

## **Exhibit A**

### **North Monterey County Unified School District Summary: Research, Accountability, and Assessment Plan Scope of Consultant's Work**

budget code for the service 01-0940-0-1110-1000-5800-00-007-7090-0007

**Objective:** To ensure the WASC mid-cycle self-study process and report at the high school follows the appropriate timelines, actions, and stakeholder involvement according to the WASC guidelines.

September: Assist the principal and Curriculum/Instructional Media Specialist in preparing a timeline and process for the WASC mid-cycle self-study

October: Assist in the development of an implementation plan and develop a data request form to be provided to the District and designated school staff for the WASC process.

November: Assist the principal and the Curriculum/Instructional Media Specialist in reviewing documents, compiling data reports, gathering survey information and committee work as appropriate, and ensure timelines are met.

December: Provide support in drafting/editing various chapters for the mid-cycle report

January: Finalize mid-cycle report with principal and Curriculum/Instructional Media Specialist

February: Review and assist the principal and Curriculum/Instructional Media Specialist to prepare the WASC leadership team and committees for mid-cycle visit

March: Support the principal, Curriculum/Instructional Media Specialist and WASC leadership team during the scheduled visit

April-May: Assist the principal in updating the WASC action plan/school plan for 2017-2018 based upon findings identified in the self-study mid-cycle report and mid-cycle visiting committee's recommendations.

### **Summary Plan Elements**

1. **Assist the principal and Curriculum/Instructional Media Specialist in preparing: timeline and process for the WASC mid-cycle self-study**
2. **Develop an implementation plan**
3. **Develop a data request form to be provided to the District and designated school staff for the WASC process.**
4. **Assist the principal in preparing mid-cycle self-study report**

**Suggest P.O. for 176 hours work (\$15,500)**

*Barbara Biedingermaier 10/31/16*