

INDEPENDENT CONTRACTOR CONSULTANT AGREEMENT

This Independent Contractor Consultant Agreement ("Agreement") is entered into and made effective as of August 4, 2026, by and between the Bucyrus City School District Board of Education ("Board") and Wally Distributing, LLC ("Consultant").

Scope and Sequence: Literacy Coaching & Consulting

To support, model, and coach teachers in FUNdations, Just Words, and Wilson Reading System. The ultimate trajectory of services is to increase student outcomes in foundational literacy, specifically phonics and decoding skills while building capacity and sustainability with teachers.

Phase 1: Launch & Training Support (August – September)

- Establish a mutually agreed upon schedule and coaching plan with district leaders and the ReadOhio coach.
- Help teachers create pacing guides for FUNdations used in Tier 1.
- Help teachers create pacing guides for Just Words used in Tier 2.
- Review baseline student data to identify student grouping for Just Words Tier 2.
- Partner with teaching staff to ensure a seamless launch and high-fidelity execution of the new curriculum.

Phase 2: In-Class Coaching & Modeling (October – December)

- Model lessons in classrooms to show teachers best practices, procedures, and routines within each program.
- Provide side-by-side coaching and feedback to teachers.
- Help teachers organize and use curriculum materials effectively.
- Conduct classroom walkthroughs utilizing the FUNdations fidelity checklist to provide teachers with targeted feedback and actionable coaching for instructional challenges.

Phase 3: Data Adjustments, Continued Coaching & Modeling (January – March)

- Review mid-year student phonics data to track growth and gaps.
- Continue to model lessons in classrooms to show teachers best practices, procedures, and routines within each program.
- Continue to provide side-by-side coaching and feedback to teachers.
- Conduct classroom walkthroughs utilizing the FUNdations fidelity checklist to provide teachers with targeted feedback and actionable coaching for instructional challenges.

Phase 4: Review & Wrap-Up (April – May)

- Analyze end-of-year student decoding outcomes to measure growth.
- Provide a final summary report to district leadership.

Term of Agreement

The term of this Agreement shall be 90 days, commencing on August 4, 2026. The Agreement will terminate after 90 days of service, and shall not exceed May 28, 2027, unless terminated earlier in accordance with the provisions of this Agreement.

Payment Structure

In consideration for the Agreement, the Board agrees to a contract fee of \$417.00 per day. The resulting total compensation of \$37,530.00 shall be paid to the Consultant in ten (10) equal monthly installments (\$3,750) over the term of this Agreement. Payments will be made on the last working day of the month, starting August 31, 2026.

Early Termination

Either party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to the other party. Upon completion of the 30 day advance notice period, the Consultant will be compensated on a prorated basis, calculated as the number of days completed divided by the 90 day term times the daily rate.

Independent Contractor Status (1099)

The parties expressly intend, understand, and agree that the Consultant's relationship with the Board is strictly that of an Independent Contractor. This Agreement does not create an employer-employee relationship, partnership, or joint venture.

Consistent with this independent status, the parties agree to the following terms:

- **Tax Classification:** The Consultant will operate as a 1099 independent worker. The Board will report all payments made to the Consultant on an IRS Form 1099-NEC. The Consultant is solely responsible for the payment of all federal, state, and local taxes, self-employment taxes, and any statutory withholdings.
- **Exclusion from Benefits:** The Consultant shall not be entitled to, eligible for, or participate in any employee benefit programs paid or maintained by the Board, such as health insurance, dental insurance, vision insurance, life insurance, deferred compensation plans, or any similar retirement/fringe benefits.
- **Leave Exemptions:** The Consultant shall not receive paid leave entitlements, including but not limited to sick leave, personal leave, calamity days, or vacation days.

Expenses and Reimbursements

The Board shall not reimburse Consultant for travel, mileage, lodging, meals, or other out-of-pocket expenses incurred in connection with the performance of official consulting duties. The Consultant shall receive required training of the adopted curriculum at the expense of the Board and as part of the Consultant's 90 days of service.

Governing Law

This Agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of Ohio.

SIGNATURES

In witness whereof, the parties hereto have executed this Agreement as of the dates written below.

BUCYRUS CITY SCHOOL DISTRICT BOARD OF EDUCATION

By: _____
Printed Name: _____
Date: _____
Title: _____

WALLY DISTRIBUTING, LLC

By: Lisa L. Walter
Printed Name: Lisa L. Walter
Date: 6-9-26
Title: Owner