

## Independent Contract Agreement

This agreement, entered into as of (06/23/20) made between, *East Bay Innovation Academy (Client)*, with a principal place of business at 3400 Malcolm Ave Oakland, CA 94605, and *Lina's Janitorial Services (Contractor)*, with a principal business address at 1825 E 19th Street Oakland, CA 94606.

### **I. Terms and Conditions of Agreement**

This agreement will become effective when signed by both parties and will terminate upon giving a 30 day notice prior to :

1. The date Contractor completes the services required by this agreement
2. June 2022
3. The termination of the source of revenue funding the Contractor's work
4. The date a party terminates the Agreement as provided below

### **II. Services to be Performed**

The contractor agrees to perform and administer the consulting services describes in Exhibit A attached to this agreement.

### **III. Payment**

In consideration for the services to be performed by the Contractor, the Client agrees to pay the Contractor at the rate specified in Exhibit A according to terms of payment set forth below.

#### **IV. Expenses**

The Client will pay for all janitorial supplies and materials as needed. The Contractor will be responsible for ordering supplies and materials. All supplies and materials will be ordered only on a need basis through Starline Supply via EBIA's account.

#### **V. Materials**

The Contractor will furnish all other equipment used to provide the services required by this agreement.

#### **VI. Terms of Payment**

The Contractor shall invoice the Client on a monthly basis for all hours worked pursuant to this agreement during the preceding month. Invoices shall be submitted on the Contractor's letterhead specifying an invoice period. The Client shall pay the Contractor's fee within 10 business days after receiving the Contractor's invoice.

#### **VII. Independent Contractor Status**

The Contractor is an independent contractor, and neither the Contractor, the contractor's employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Contractor agrees and represents, and the Client agrees, as follows.

1. The Contractor has the right to perform services for others during the term of this agreement
2. The Contractor has the sole right to control and direct the means, manner, and method by which the service required by this agreement will be performed
3. The Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by the agreement
4. The services required by this agreement shall be performed by the Contractor, or the contractor's employees or contract personnel, and the client shall not hire, supervise or pay any assistance to help the contractor

5. Neither the Contractor or contractor's employees or contract personnel shall receive any training from the client in the professional skills necessary to perform the services required by this agreement.
6. Neither the Contractor or contractor's employees or contract personnel shall be required by the Client to devote full time to the performance of the services required by this agreement

### **VIII. Permits and Licensing**

The Contractor has complied with all federal, state, and local laws required business permits, certificates, and licenses required to carry out the services to be performed under this agreement. State and Federal Taxes.

### **IX. State and Federal Taxes**

The Client will not:

1. Withhold FICA (Social Security and Medicare taxes) from the Contractor's payments or make FICA payments on the Contractor's behalf
2. Make state and federal income tax from the Contractor's payment. The Contractor shall pay all taxes incurring while performing services under this agreement. This includes all applicable income taxes and, if Contractor is not a corporation, self-employment (social security) taxes. Upon demand, the Contractor shall provide the Client with proof that such payments have been made.

### **X. Fringe Benefits**

The Contractor understands that neither the Contractor nor the Contractor's employees are eligible to participate in any employment pension, health, vacation pay, sick pay, or other fringe benefit plan of the Clients.

## **XI. Worker's Compensation**

The Client shall not obtain worker's compensation insurance on behalf of the contractor nor contractor's employees. If the Contractor hires employees to perform any work under this agreement, the Contractor will cover them with worker's compensation insurance and provide the Client with a certificate of worker's compensation insurance before the employees begin the work.

## **XII. Unemployment Compensation**

The Client shall make no state or federal unemployment compensation payment on behalf of the Contractor or contractor's employees or contact personnel. The Contractor will not be entitled to these benefits in connection with work performed under this agreement.

## **XIII. Insurance**

The Contractor shall indemnify and hold the clients harmless from any loss or liability arising from performing services under this agreement.

## **XIV. Terminating This Agreement**

With reasonable cause, either the Client and or Contractor may terminate this agreement effective immediately upon giving written notice. Reasonable causes include but are not limited to:

1. The change or elimination of funding
2. A material violation of this Agreement
3. Any act of exposing the other party to liability to others for personal injury or property damage

## **XV. Exclusive Agreement**

This is the entire agreement between the Contractor and the Client.

## **XVI. Modifying the Agreement**

This Agreement may be modified only with a written statement that is signed by both parties.

## **XVII. Confidentiality**

The Contractor acknowledges that it may be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this agreement. The Contractor also acknowledges that any disclosures to any third party or any misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform services on the Client's behalf.

Proprietary or confidential information includes but is not limited to:

1. The written, printed, graphic, or electronically recorded materials furnished by the Client for the Contractor to use
2. Information belonging to customers and suppliers of the Client about whom the Contractor gained knowledge as a result of the Contractor's services to the Client
3. Any written or tangible information stamped "Confidential", "Proprietary", and or any with a similar legend; or any information that the Client makes reasonable efforts to maintain the secrecy of.

The Contractor shall not be restricted in using any materials with publicly available, already in the Contractor's possession or known to the Contractor without restriction, or which is rightfully obtained by the Contractor from sources other than the Client.

Upon termination of the Contractor's services to the Client, or at the Client's request, the Contractor shall deliver all materials to the Client that were in the contractor's possession relating to the Client's business.

### **XVIII. Resolving Disputes**

If a dispute should arise under this agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Alameda County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by both parties. If the dispute is not resolved within 30 days after it is referred to the mediator, any party may take the matter to court.

If any court action is necessary to enforce this agreement, the prevailing party shall be entitled to reasonable attorney fees, cost, and expenses in addition to any other relief to which they may be entitled to.

### **XIX. Applicable Law**

This agreement will be governed by the law of the State of California.

### **XX. Notices**

All notices and other communication in connection with this agreement must be written and shall be considered given as follows:

1. When delivery personally to the recipient's address as stated in this agreement
2. Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this agreement.
3. Or when sent by fax or telefax to the last fax or telefax number of the recipient known to the person giving notice. Such notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of the receipt.

### **XXI. Partnership**

This agreement does not create any form of a partnership. The Contractor do not have authority to enter into contracts on the Client's behalf.

## **XXII. Assignment and Delegations**

The Contractor may not assign or subcontract any rights or obligations under this agreement without the client's prior to written approval.

## **XXIII. COVID-19 Pandemic Health & Safety Servicing Guidelines**

The Contractor and all Contractor personnel and or employees, will follow and adhere to all health and safety guidelines set forth by the state of California, the CDC, and the Client when conducting services on site. The Contractor and all Contractor personnel and or employees will follow any and all health and safety guidelines listed until recommended and or authorized otherwise by the state of California, the CDC, and or the Client.

Such health and safety guidelines that the Contractor and all Contractor personnel and employees are required to adhere to on a daily basis, are but are not limited to:

- Required to administer at home temperature checks before coming on site
- Required to submit to any temperature checks while entering and or while on site
- Required to wear a face mask/shield at all times while working on site
- Required to wear and frequently change gloves as needed while conducting services
- Required to wash and or sanitize hands as frequently as possible and or as need
- Required to clean, sanitize and disinfect all cleaning equipment at the end of each day
- Required to follow and practice social distancing protocols, such as staying 6 feet away from other individuals, as much as possible
- Required to comply with any other health and safety regulations and or guidelines set forth by the Client
- Required to stay home if exhibiting any sick-like symptoms
- Required to adapt and adhere to any new health and safety regulations and or guidelines that may be set forth by the state of California and the CDC

## Independent Contractor Agreement: Exhibit A

### Daily Cleaning:

Lina's Janitorial Services hereby agrees to provide the East Bay Innovation Academy, with the following daily general cleaning services of at both the upper and lower campuses:

- Sweeping all floor areas
- Mopping all floor areas
- Vacuuming of all carpeted areas
- Disposal of Garbage
- Dust/wipe and disinfect all tables
- Clean and disinfect all bathrooms
- Sanitize and disinfect all common touch areas
- Post lunch break down of tables
- Restock bathroom supplies (soap, toilet paper, paper towels, etc)
- Keep inventory of janitorial and cleaning supplies/materials/products
- Order janitorial and cleaning supplies/materials/products

\*Includes Daily Daytime Onsite Janitorial Hours

### Special Services:

Lina's Janitorial Services will administer light bulb replacements as requested by the staff. E.B.I.A is responsible fro the disposal of old/burnt out light bulbs (OUSD).

### Payment:

The following is the payment cost of all work associated with *Lina's Janitorial Services* that is listed above. This is based on the janitorial and cleaning services that will take place at both E.B.I.A's middle/lower and high school/upper campuses. The monthly cost for the lower campus is **\$5,000.00** and the monthly cost for the upper campus is **\$5,000.00**. Any other services that are not included in the list above will be charged at the rate of **\$45.00 per hour**.

All payments are to be made to *Lina's Janitorial Services* and or to the contractor *Lina M. Sanchez*.



Schedule of Cleaning:

Services will start upon official approval (June 2022) and will continue through end of academic school year (June 2023) or unless requested otherwise.

Independent Contract Agreement Signatures

Contractor:

**Lina's Janitorial Services**

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

Lina M. Sanchez

Title: \_\_\_\_\_

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

Client:

**East Bay Innovation Academy**

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

Title: \_\_\_\_\_

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