

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into as of May 28, 2019, (the "Effective Date") by and between YPI Charter Schools ("YPICS"), having a principal place of business at, 10660 White Oak Avenue, Granada Hills, CA 91344 and Youth Policy Institute ("Contractor"), located at 6464 Sunset Blvd. Hollywood, CA, an independent contractor.

In consideration of the mutual terms and conditions of this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall commence on May 28, 2019 and terminate on September 24, 2021 (the "Term").
2. Contractor's Independent Capacity. YPICS hereby retains Contractor solely as an independent contractor, and does not act in any capacity as an officer, employee, or agent of YPICS. Contractor is not entitled to any fringe benefits from YPICS, including, without limitation, vacation benefits, health, dental, or vision benefits, or any other benefit to which employees of YPICS may otherwise be entitled. Contractor must furnish his/her own tools and materials for any work in connection with this Agreement. YPICS has no right to direct or control the means, hours, location, or methods of Contractor's work. Contractor is free to perform work for other entities aside from YPICS for the duration of this Agreement. Contractor hereby agrees to perform the services described herein in the capacity of an independent contractor, and upon the terms and conditions contained herein.
3. Scope of Work. During the Term, Contractor shall perform services as described and detailed in the "Scope of Work" attached hereto as Attachment A and incorporated into this Agreement. Said services specifically described in the scope of Work are referred to herein as "Services".

4. Compensation and Invoicing.

a. Fees for Services. Contractor shall request payment from YPICS as follows: 2018-2019 - \$2,316,000.00 (two million, three hundred sixteen thousand dollars and zero cents) based on estimated costs to cover program planning and implementation expenses.

The subsequent yearly disbursement amounts shall be determined and mutually agreed upon by both parties. Yearly disbursement may increase pending student needs, retention of quality staff and approval of budget modification by the U.S. Department of Education

b. The yearly amounts shall be requested on a *quarterly* basis. The amount compensated shall be paid based on submitted invoices with accurate supporting documentation. This amount is the full compensation for the Services to be performed hereunder and for all Contractor's expenses incurred in the performance of this Agreement. YPICS shall pay Contractor within thirty (30) days after receipt of Contractor's invoice(s) provided such invoice has been approved by an authorized YPICS representative. In no event shall YPICS be responsible for payment to Contractor for any services performed, which have not been authorized and requested in advance and in writing by YPICS. Unless otherwise agreed to in this Agreement, Contractor further agrees that YPICS will not reimburse Contractor for any business, parking, or other travel-related expenses in connection with this Agreement.

C. Invoices. Contractor shall submit invoices detailing the Services performed, date(s) Services performed, and the fees charged for Services. Contractor's invoices and reports shall be submitted either by mail to the party and address listed in section 17 or emailed to YPICS's GEAR UP program director, Yvette King-Berg at 10660 White Oak Avenue, Granada Hills, CA 91344 or ykingberg@ypics.org.

d. Availability of Funding. CONTRACTOR ACKNOWLEDGES THAT THE PROJECT IS FUNDED, IN WHOLE OR IN PART, BY GOVERNMENT FUNDS AND THAT TIMELY PAYMENT PURSUANT TO PARAGRAPH 4 OF THIS AGREEMENT IS SUBJECT TO THE APPROPRIATION AND AVAILABILITY OF FUNDS FROM THE FEDERAL, STATE, OR LOCAL GOVERNMENT ENTITY.

5. Contractor's Tax Responsibility. Contractor shall be solely and exclusively responsible for filing tax returns and paying all taxes that may be due, in connection with Contractor and/or Contractor's representatives and employees, to any governmental taxing authority arising out of this Agreement, including, without limitation, any withholdings or associated penalties, and including, without limitation, taxes associated with the Federal Insurance Contributions Acts, and any taxes associated with wages, income, unemployment insurance, and/or disability, and whether state or federal in nature. Accordingly, Contractor shall provide YPICS with IRS form W-9 before any compensation is paid.

Contractor hereby assumes full responsibility to defend, indemnify, and hold harmless YPICS, its officers, directors, shareholders, agents and representatives from any and all claims, demands, costs, expenses, fees (including, without limitation, attorneys' fees, litigation related fees, and costs), damages, liabilities, losses, injuries, liens, taxes, interest, judgment, causes of action, and/or penalties incurred, directly or indirectly, relating to or arising out of any taxes or monies that may be due, in connection with Contractor and/or Contractor's employees and representatives, to any governmental taxing authority, including the Internal Revenue Service, arising out of this Agreement, including, without limitation, any losses, costs, expenses, interest, payments, withholdings, and/or associated penalties. Contractor further agrees immediately to notify YPICS, in writing and to YPICS' address listed above, of any notices, claims, liens, actions, judgments, requests, correspondence, and/or demands that Contractor receives or is made aware of, that are the subject of or related to this paragraph 5. This indemnification provision shall survive the termination of this Agreement.

6. Contractor's Other Obligations.

- a. Contractor shall hire, supervise and pay any subcontractor entities who, in Contractor's discretion, are needed to perform the Services, or any part thereof.
- b. Contractor agrees to provide any progress, final, or other reports requested by YPICS regarding performance of the Services pursuant to this Agreement,

C. Contractor shall maintain complete and accurate records to substantiate charges, disbursements, or expenses made or incurred by Contractor in the performance of this Agreement. Contractor shall retain, and make available upon request, such records in their original form for a period of 5 (five) years after termination of this Agreement.

d. Contractor hereby agrees that at any time during normal business hours and as often as YPICS and local, State and federal governmental representatives may deem necessary, the Contractor shall make available for examination all of its records with respect to all matters covered by this Agreement. Such parties shall have the authority to audit, examine and make excerpts or transcripts from records, including all Contractor invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

7. **Insurance.** Contractor must maintain its own insurance, including, without limitation, Workers' Compensation, Comprehensive General Liability Insurance, and Automobile Liability insurance, Contractor shall submit proof of insurance listing YPI Charter Schools as the secondary party to be insured.

8. **Confidentiality.** Contractor and its employee(s) and/or agent(s) shall hold confidential all of YPICS Confidential Information (as defined herein) and shall not, during or after the term of this Agreement, use for its own benefit, either directly or indirectly, or for the benefit of any third party, any of YPICS Confidential Information, or any part thereof, for any purpose other than those uses specifically permitted in writing by YPICS or by this Agreement. Contractor and its employee(s) and/or agent(s) shall not, during or after the term of this Agreement, disclose to any individuals or entities any of YPICS Confidential Information for any reason or purpose whatsoever, except as may be specifically authorized, in writing, by YPICS. As used herein, "Confidential Information" shall mean information not generally known in the trade, including, without limitation, information about YPICS employees, agents, clients, or students affiliated with YPICS programs, trade secrets, inventions, developments, specifications, costs, financial results, methods and/or reports relating to the business of YPICS. Contractor agrees to take appropriate action by instruction, agreement, or

otherwise with its employees, subcontractors, and/or representatives to satisfy its obligations under this paragraph 8. Contractor agrees that the provisions in this paragraph shall survive the termination of this Agreement, but shall not apply to Confidential Information that becomes available to the public through no wrongful act of the Contractor or is required to be disclosed by law or legal process by the Contractor. Upon termination of this Agreement, Contractor and its employee(s) and/or agents shall forthwith deliver to YPICS any and all copies, in whole or in part, of the Confidential Information and marketing literature and all items which are otherwise the property of YPICS, including, without limitation, any software, in Contractor's possession, custody or control. Contractor shall certify, in writing, the return of such property pursuant to the terms of this Agreement Contractor agrees that the provisions in this subparagraph shall survive the termination of this Agreement.

Contractor and its employee(s) and/or agent(s) acknowledge that disclosure of any Confidential Information shall give rise to irreparable injury to YPICS or the owner of such information, which may be inadequately compensable in damages. Accordingly, YPICS or such other party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies, which may be available. Contractor and its employee(s) and/or agents further acknowledges and agrees that the covenants contained herein are necessary for the protection of YPICS' legitimate business interests and are reasonable in scope and content. Contractor agrees that the provisions in this subparagraph shall survive the termination of this Agreement.

9. Proprietary Rights. Unless otherwise stated or specified herein, all work performed by Contractor and its employee(s) and/or agent(s) hereunder, and all materials, products and deliverables developed or prepared for YPICS by Contractor and its employee(s) and/or agents hereunder (whether or not such work is completed) are the exclusive property of YPICS and all title and interest therein shall vest exclusively in YPICS when created and shall be deemed to be a work made for hire and made in the course of the services rendered hereunder. Contractor acknowledges that such rights extend to both the intellectual processes and to the actual expressions and articulations contained in

such works. To the extent that title to any such works may not, by operation of law, vest in YPICS or such works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to YPICS. YPICS shall have the right to obtain and to hold in its own name, patents, copyrights, registrations or such other protection as may be appropriate to the subject matter and any extensions and renewals thereof. Contractor and its employee(s) and/or agent(s) agrees to give YPICS and any person designated by YPICS reasonable assistance required to perfect the rights defined in this subparagraph. Unless otherwise requested by YPICS, upon the completion of the work set forth in this Agreement, or upon the earlier termination of this Agreement in accordance with the terms herein, Contractor and its employees and/or agents shall immediately turn over to YPICS all materials and deliverables developed pursuant to this Agreement. Contractor agrees that the provisions in this paragraph shall survive the termination of this Agreement.

10. **Conflict of Interest.** Contractor affirms that to the best of Contractor's knowledge there exists no actual or potential conflict of interest as to Contractor and Contractor's employees or agents and their business or financial interests, in performance of the Services to be performed under this Agreement, and in the event such a conflict of interest does or may possibly arise, Contractor will notify the YPICS of such actual or potential conflict of interest.

11. **Contractor Warranties.**

a. **Proper Skill and Training.** Contractor represents and warrants that he/she has the requisite expertise, ability, and legal right to perform the services contemplated under this Agreement. Contractor further agrees to diligently and competently use his/her best efforts to provide the highest quality services while performing services under this Agreement. Contractor further agrees that all services provided under this Agreement shall be in accordance with all applicable laws, statutes, rules, and regulations. Contractor further agrees that in addition to Contractor, any employee(s), subcontractor(s) and/or agent(s) of Contractor assigned to perform the services contemplated herein will perform such work under Contractor's supervision, and shall have the proper skill and training to perform the services contemplated in this Agreement in the manner set forth in this paragraph.

b. Conformity of Final Product. Contractor represents and warrants each and every aspect of the project's final work product and services shall conform, pursuant to YPICS good faith, subjective belief, to the specifications for same as set forth herein and there are no defects or any limitations in the deliverables that would render the project's final work product unsuitable for use as intended by the YPICS.

C. No Patent, Trademark, or Copyright Violation. All work, or any part thereof, delivered to the YPICS under this Agreement, does not, and will not, upon delivery to YPICS, to the best of the Contractor's knowledge, infringe any patent right, copyright, trade secret right or other intellectual property right of any third party. Contractor hereby represents and warrants that it has not entered into agreement or commitments with any third party, which may affect YPICS title to such work or right to market and distribute such work.

d. No Such Rights or Representations. This Agreement does not grant to Contractor any rights to use any patents, trademarks, trade names or copyrights of YPICS. Contractor shall make no representations or warranties relating to YPICS products or services and shall incur no liabilities or expenses on behalf of YPICS.

e. Licenses. Contractor shall obtain and keep current all of its licenses and permits as may be required by law in order to perform the Services.

f. Debarment and Suspension. Contractor represents and warrants that Contractor or any of its principals and subcontractors are not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for the award of contracts by any Federal agency by the inclusion of Contractor or its principals and subcontractors on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 125689.

g. No Inappropriate Conduct. Although Contractor agrees that he/she is not an employee of the YPICS, Contractor agrees that he/she shall not engage in any inappropriate, discriminatory, retaliatory, and/or harassing conduct towards any of YPICS employees, clients, vendors, agents, directors, officers, or representatives, including, without limitation, any conduct in violation of the California Fair

Employment and Housing Act (Cal. Gov't. Code § 12940, *et seq.*) and/or Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*) and/or the California Labor Code.

12. Compliance with Statutes and Regulations. Contractor agrees to comply with provisions of Title VI of the Civil Rights Act of 1964, provisions of WIA Section 188, and compliance with Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60. Contractor agrees to comply with federal debarment and suspension requirements (E.O. 12459 and E.O. 12689) and certifies that it will provide a drug-free workplace, in accordance with the California Drug Free Workplace Act of 1990 (Title 2 Govt. Code of State of California 898351 *et seq.*).

13. Indemnification. Contractor hereby assumes full responsibility to defend, indemnify, and hold harmless YPICS, its officers, directors, shareholders, agents and representatives from any and all claims, demands, costs, expenses, fees (including, without limitation, attorneys' fees, litigation related fees, and costs), damages, liabilities, losses, injuries, liens, taxes, interest, judgment, causes of action, and/or penalties incurred, directly or indirectly, relating to or arising out of: a. the performance by Contractor of services under this Agreement, and/or his/her failure to comply with or otherwise breach any of the terms of this Agreement; b. any cause of action or claim brought by any of Contractor's employees, agents, or representatives against YPICS; and/or C. Contractor's negligence or intentional harm.

Contractor further agrees immediately to notify YPICS, in writing and to YPICS' address listed above, of any notices, claims, liens, actions, judgments, requests, correspondence, and/or demands that Contractor receives or is made aware of, that are the subject of or related to this paragraph 14. Contractor further agrees that the provisions in this paragraph 14 shall survive the termination of this Agreement.

14. Termination. This Agreement shall terminate automatically at the end of the Terms specified in paragraph 1 above.

a. Termination for Cause. Notwithstanding the foregoing, YPICS may immediately terminate this Agreement without providing any advance notice if Contractor, in the subjective, good faith opinion of YPICS, shall: (1) commit an act of fraud, embezzlement, or misappropriation involving YPICS; (2) be convicted by a court of competent jurisdiction of, or enter a plea of guilty or no contest to, any felony; (3) commit an act, or fail to commit an act, involving YPICS that amounts to willful misconduct, wanton misconduct, or gross negligence; (4) intentionally engage in any activity that is in conflict with or adverse to the interests of YPICS; (5) materially breach this Agreement or fail to perform the services specified herein; (6) cease to exist; or (7) in the event of the bankruptcy or insolvency of either party to this Agreement.

Upon termination pursuant to this paragraph 15, all of Contractor's rights to compensation as described in paragraph 4 shall immediately terminate to the maximum extent permitted by applicable law. YPICS right of termination hereunder shall not preclude it from seeking any and all other remedies that it may have at law or in equity.

b. Termination Without Cause. Notwithstanding anything in this paragraph 15 to the contrary, YPICS shall have the right to terminate this Agreement, or any Scope of Work hereunder, without cause, by providing Contractor with thirty (30) days' advance written notice of its intent to terminate the Agreement ("Notice of Termination Period"). The parties agree to deal with each other in good faith during the Notice of Termination Period and continue to perform all obligations under this Agreement until the expiration of the notice period. All rights and obligations under this Agreement shall immediately cease upon termination of the Agreement unless otherwise provided herein.

15. **Kickbacks.** In connection with this Agreement, Contractor shall not receive from, or offer to, an YPICS Board member, employee, or agent a kickback. A kickback shall include, but not be limited to, any money, fee, commission, credit, gift, gratuity, thing of value, or compensation offered or received for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Agreement.

16. **Assignment**. Neither party may assign this Agreement, nor any rights granted herein, without the prior written consent of the other party.

17. **Notices**. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed by certified or registered mail, postage prepaid, to the attention of the persons and/or addresses listed below, or to such other persons and/or addresses as either party shall give upon their notice to the other. Any notice required to be given under this Agreement shall be deemed effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5) business day following mailing of such notice, postage pre-paid, whichever occurs first.

YPI Charter Schools:

Yvette King-Berg YPI Charter Schools 10660 White Oak Avenue, Granada Hills, CA 91344 Phone: 818-726-8883 Email: ykingberg@ypics.org

Contractor: Dixon Slingerland, Executive Director Youth Policy Institute 6464 Sunset Blvd. Suite 650 Hollywood, CA 90028 Phone: 213-688-2802 Email: dslingerland@ypiusa.org

18. **Binding Effect**. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns.

19. **Construction of Agreement**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. No waiver by any party or breach of any term hereunder shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

20. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original for all purposes and all of which, when taken together, shall constitute one agreement.

21. **Savings Provision**. In the event that any covenant, condition, or other paragraph or provision of this Agreement is held to be inoperative, invalid, void or illegal by any court, administrative body, or arbitrator of competent jurisdiction, such term or condition shall be deemed severable from the remainder of this

Agreement and shall in no way affect, impair or invalidate any other covenant, condition, or other provision(s) of this Agreement. If such condition, covenant or other provision shall be deemed invalid due to its/their scope or breadth, such covenant, condition, or other provision(s) shall be deemed valid to the extent of the scope or breadth permitted by law.

22. **Applicable law.** This Agreement, and the rights and obligations contained herein shall be governed by and construed in accordance with the laws of the State of California, without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction.

23. **Arbitration.** In the event any dispute should arise between the parties to this Agreement as to the validity, construction, enforceability or performance of this Agreement or any provision hereof, such dispute shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association with the seat of such arbitration in Los Angeles, California. Judgment upon the arbitration award may be entered in any court of competent jurisdiction. The arbitrator shall have the discretion to award reasonable attorneys' fees and costs to the prevailing party.

24. **Entire and Final Agreement.** This Agreement is intended to be and is final and binding, regardless of any claims of misrepresentation, concealment of fact, or mistake of law or fact. This is the entire Agreement between Contractor, on the one hand, and YPICS, on the other hand, and it supersedes any previous negotiations, agreements and understandings concerning this subject matter.

25. **No Waiver or Modification.** This Agreement may not be modified, altered or amended except by a writing signed by each of the parties. No waiver of any provision of this agreement will be valid unless in writing and signed by the party against whom such waiver is charged.

26. **Parties' Understanding.** All parties to this Agreement represent that they have read this Agreement and fully understand all of its terms; that they have executed this Agreement without coercion or duress of any kind; that they understand any right they may have; and that they sign this Agreement with full

knowledge of such rights.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date. The undersigned certify that by signing this Agreement they are duly authorized to execute this Agreement.

YPI Charter Schools

By: _____

Print Name: Yvette King-Berg

Title: Executive Director

Date: _____

Youth Policy Institute

By: _____

Print Name: Dixon Slingerland

Title: Executive Director

Date: _____

ATTACHMENT A

SCOPE OF WORK

Regarding the activities as described in the GEAR UP grant as funded by US Department of Education, Contractor shall perform the following duties:

- I. Hire and supervise college access staff in their day-to-day activities
- II. Provide academic support via tutoring and professional development
- III. Conduct college access workshops and field trips
- IV. Prepare college readiness curriculum and supply the required materials as necessary.
- V. Review, manage, and coordinate purchases and invoices submitted by GEAR UP site subcontractors, and vendors prior to submission to YPICS
- VI. Schedule meetings with GEAR UP schools to discuss on an ongoing basis at least quarterly
- VII. Provide data management to track outputs and outcomes
- VIII. Prepare needed reports for YPICS review and submission (GANs) including but not limited to the Annual Grant Performance Report which contains current performance and financial expenditures information for this grant

Requisite duties will be performed at mutually agreed upon locations on mutually agreed upon dates.

Contractor shall perform the above listed duties to assist in achieving

ATTACHMENT B

LAPZ GEAR UP Objectives	
<i>Objective 1: Increase academic performance and preparation for postsecondary education</i>	
Baseline	Targets
Benchmarks established in Year 1	88% of cohort complete pre-Algebra by end of 8th grade (Y 2-3)
	75% of cohort pass Algebra I by end of 9th grade
	60% of cohort takes two years of mathematics beyond Algebra I through fulfillment of A-G requirements discussed below.
91% of 12 th grade students took SAT and 38% took the ACT	% taking SAT will increase by 7 points and % taking ACT will increase by 20 points by end of 11 th grade.
See above for standards test baselines. Grade and GPA baselines established Year 1.	38% of students will have an unweighted GPA of at least 3.0 on a 4-point scale by end of 11th grade.
	Percent of students scoring at or above grade level of Common Core standards test (ELA and Math) increase by 3 points each year.
<i>Objective 2: Increase the rate of high school graduation and participation in postsecondary education of participating students</i>	
Average 56% of students graduating have passed all A-G requirements with "C" or higher	Percent of cohort students graduating having completed all A-G requirements with a "C" or better will increase by 4 points in Year 6, and 4 additional points in Year 7.
Baseline established in Year 1	40% of cohort will take and complete one class (3 units) of college credit through dual/concurrent enrollment.
Baseline established in Year 1	85% of cohort on track for graduation at end of each grade-timely grade level advancement (Years 2-7).
87% of students graduate from high school in four years	95% of GEAR UP students will graduate from high school (Years 6 and 7).
	75% of GEAR UP cohort will enroll in college (Y7).

Baseline data from area community colleges indicate that less than 20% of entering freshman enroll in college level courses without remediation	65% of the cohort will place into college level Math and English without need for remediation and will be on track to graduate college.
<i>Obj. 3: Increase educational expectations of students and increase student/family knowledge of postsecondary education options, preparation, and financing</i>	
Average of 64% agree/ strongly agree 'I know what A-G courses I need to get into college'	Percent of students agreeing/strongly agreeing that statement will increase an average of four percentage points each year to reach 84% by end of Year 5
Average 66% of students plan to finish 4 year college degree	Percent of cohort planning to complete a four-year college degree will increase average of 4 points annually
Average of 79% agree that 'most adults at this school expect them to go to college'	Percent of students agreeing/strongly agreeing will increase an average of 2 points each year to reach 91% in Year 6
Average of 85% of parents agree/strongly agree that school staff helps them understand A-G courses for their child to graduate	Percent of parents who agree with statement will rise an average of 2 points each year of services.
Baseline established Year 1	90% of the cohort will complete the FAFSA when enrolled students are in 12th grade (Years 6 and 7).