INDEPENDENT CONTRACTOR AGREEMENT

Between

GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

And

GOLDEN PURSUIT OF GROWTH

A. THE PARTIES

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made by and between GOLDEN CHARTER ACADEMY, a California public charter school (the "AGENCY"), with a mailing address of 452 N. Pacific Ave., Fresno, CA 93706, and Golden Pursuit of Growth, an After-School Program Independent Contractor (the "CONTRACTOR"), with a mailing address of [INSERT ADDRESS].

AGENCY and CONTRACTOR may be referred to collectively as the "Parties" and individually as a "Party." This Agreement is effective **August 31, 2026**, subject to Governing Board ratification as stated below.

B. SERVICES AND SCOPE OF WORK

CONTRACTOR shall provide the services described in Exhibit A, Scope of Services, which is incorporated into this Agreement by reference (the "Services"). The scope shall identify, as applicable, deliverables, timelines, expected outcomes, locations, points of contact, and any required reports or documentation.

CONTRACTOR shall perform only those services authorized by AGENCY. Material changes to the scope, compensation, or term must be approved in writing by authorized representatives of both Parties.

C. COMPENSATION, INVOICING, AND EXPENSES

AGENCY shall compensate CONTRACTOR as follows: **$1200/biweekly**, not to exceed **$2400/monthly** unless amended in writing.

CONTRACTOR shall be automatically paid in accordance with AGENCY's semi-monthly payment schedule, with payments scheduled for the 10th and 25th of each month. If a scheduled payment date falls on a weekend or holiday, payment may be received one (1) to two (2) days before or after the scheduled payment date, consistent with AGENCY's regular payment processing procedures.

No travel, mileage, materials, subcontractor costs, or other expenses shall be reimbursed unless specifically authorized in Exhibit A or approved in advance in writing by AGENCY.

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452 N. Pacific Ave., Fresno, CA 93706

D. TERM OF AGREEMENT

The Services shall begin on **August 31, 2026** (or the date this Agreement is fully executed, if later) and shall continue through **May 28, 2027**, unless earlier terminated under this Agreement. Any extension must be in writing and approved by the Parties.

E. INDEPENDENT CONTRACTOR RELATIONSHIP AND COMPLIANCE

CONTRACTOR is engaged as an independent contractor and not as an employee, agent, joint venturer, or partner of AGENCY. CONTRACTOR shall control the manner and means of performing the Services, subject to the agreed scope, deliverables, deadlines, safety requirements, student-protection requirements, and applicable AGENCY policies.

1. CONTRACTOR represents that it is customarily engaged in an independently established trade, occupation, profession, or business of the same nature as the Services, to the extent required by applicable law.
2. CONTRACTOR may provide services to other clients, provided doing so does not create a conflict of interest, misuse confidential information, or materially interfere with performance under this Agreement.
3. Except as otherwise stated in Exhibit A, CONTRACTOR shall provide its own ordinary tools, equipment, licenses, business expenses, and personnel necessary to perform the Services.
4. CONTRACTOR and its personnel are not eligible for AGENCY employee benefits, retirement benefits, paid leave, unemployment benefits, or workers' compensation coverage through AGENCY, except as required by law.
5. The Parties acknowledge that worker classification is governed by applicable law and not solely by the title or wording of this Agreement. CONTRACTOR shall promptly notify AGENCY of any change in circumstances that could affect lawful classification.

F. FEDERAL, STATE, AND LOCAL TAXES

CONTRACTOR is solely responsible for all federal, state, and local taxes, assessments, licenses, permits, and reporting obligations arising from compensation paid under this Agreement, including self-employment taxes when applicable. AGENCY shall issue any tax reporting forms required by law.

G. PERSONNEL AND SUBCONTRACTORS

CONTRACTOR is responsible for the selection, direction, supervision, compensation, and conduct of its employees, agents, and approved subcontractors. CONTRACTOR shall not subcontract material portions of the Services without AGENCY's prior written approval. Any approved subcontractor shall be bound in writing to obligations at least as protective of AGENCY, students, and confidential information as those contained in this Agreement.

H. WORKERS' COMPENSATION

CONTRACTOR shall maintain workers' compensation insurance for its employees as required by California law and shall provide evidence of coverage upon request. A sole proprietor with no employees shall provide any declaration or documentation reasonably requested by AGENCY regarding workers' compensation status.

I. INSURANCE

Unless AGENCY approves different limits in writing based on the nature of the Services, CONTRACTOR shall maintain the following insurance during the Term:

- Commercial General Liability: not less than $1,000,000 per occurrence and $2,000,000 aggregate.
- Professional / Errors and Omissions Liability: not less than $1,000,000 per claim when the Services involve professional, instructional, clinical, consulting, technology, or other specialized professional services.
- Automobile Liability: not less than $1,000,000 combined single limit when vehicles are used in connection with the Services, including transportation of students or AGENCY personnel.
- Workers' Compensation: statutory limits when required, together with employer's liability coverage as appropriate.

Upon request, CONTRACTOR shall provide certificates of insurance and endorsements acceptable to AGENCY. When commercially available and appropriate, AGENCY, its Governing Board, officers, employees, and agents shall be named as additional insureds on general liability and automobile liability policies for liabilities arising from CONTRACTOR's work.

J. STUDENT SAFETY, BACKGROUND CHECKS, AND CAMPUS REQUIREMENTS

If the Services involve access to students, student records, school facilities during student hours, or unsupervised contact with students, CONTRACTOR and its personnel shall satisfy all background-check, fingerprinting, tuberculosis-risk-assessment, identification, supervision, and visitor requirements imposed by applicable law, AGENCY policy, or written direction before beginning such work.

CONTRACTOR shall comply with applicable child-abuse and neglect reporting obligations, school safety rules, emergency procedures, professional-boundary expectations, and any restrictions on one-to-one student contact. CONTRACTOR shall immediately report to AGENCY any known or suspected conduct that may threaten student safety or violate law or AGENCY policy.

K. CONFIDENTIALITY, STUDENT RECORDS, AND DATA PRIVACY

CONTRACTOR shall protect all confidential, proprietary, student, employee, financial, operational,

security, and personally identifiable information received or created in connection with the Services. CONTRACTOR shall use such information solely to perform the Services and shall not disclose it except as authorized by AGENCY or required by law.

When CONTRACTOR receives education records or personally identifiable student information, CONTRACTOR shall comply with FERPA and all other applicable federal and California student privacy laws. CONTRACTOR shall implement reasonable administrative, technical, and physical safeguards; limit access to authorized personnel; promptly report any suspected unauthorized access, disclosure, loss, or security incident; and return or securely destroy protected information at the end of the engagement as directed by AGENCY.

L. TECHNOLOGY, CYBERSECURITY, AND ARTIFICIAL INTELLIGENCE

If CONTRACTOR uses technology systems, cloud services, artificial intelligence tools, or third-party platforms in performing the Services, CONTRACTOR shall not upload or disclose confidential student, employee, or AGENCY information to such systems unless specifically authorized by AGENCY and permitted by applicable law and contract. CONTRACTOR remains responsible for reviewing the accuracy, confidentiality, and lawful use of any technology-assisted work product.

M. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless AGENCY, its Governing Board, officers, employees, volunteers, and agents from claims, demands, damages, liabilities, losses, judgments, penalties, costs, and reasonable attorneys' fees arising out of or relating to CONTRACTOR's negligent acts or omissions, willful misconduct, breach of this Agreement, violation of law, or acts or omissions of CONTRACTOR's employees, agents, or subcontractors. This provision shall survive termination of the Agreement.

N. TERMINATION

Either Party may terminate this Agreement without cause by providing at least fourteen (14) calendar days' written notice to the other Party. AGENCY may terminate immediately, or on shorter written notice, for material breach, failure to perform, loss of required license or insurance, student-safety concerns, unlawful conduct, misuse of confidential information, conflict of interest, or conduct that reasonably exposes AGENCY to material legal, financial, operational, or reputational risk.

Upon termination, CONTRACTOR shall cease work as directed, return AGENCY property and confidential information, provide all completed or partially completed deliverables, and submit a final invoice for authorized Services actually performed through the effective termination date. AGENCY shall not be responsible for anticipated profits or unperformed Services.

O. RECORDS, DOCUMENTATION, AND AUDIT

CONTRACTOR shall maintain complete and accurate records supporting all charges, hours, deliverables, reimbursements, compliance obligations, and subcontractor activity under this Agreement for at least four (4) years after final payment, or longer if required by law or a funding source. Upon reasonable notice, AGENCY or its authorized auditors may inspect records directly related to this Agreement.

P. CONFLICT OF INTEREST AND ETHICAL CONDUCT

CONTRACTOR shall exercise sound professional judgment and uphold standards of ethics, integrity, fairness, transparency, fiscal responsibility, and stewardship. CONTRACTOR shall promptly disclose any actual or potential conflict of interest and shall not use the engagement for improper personal gain, preferential treatment, kickbacks, undisclosed commissions, or other improper advantage.

CONTRACTOR shall not accept gifts, incentives, or benefits from a vendor, employee, family, or other party when doing so could reasonably influence, or appear to influence, decisions made on behalf of AGENCY.

Q. NONDISCRIMINATION AND PROFESSIONAL CONDUCT

CONTRACTOR shall comply with applicable federal and California nondiscrimination, harassment, disability-access, and civil-rights laws and shall provide the Services in a professional and respectful manner consistent with AGENCY's educational mission and lawful policies.

R. PROPRIETARY INFORMATION AND WORK PRODUCT

Except for CONTRACTOR's pre-existing materials identified in Exhibit A, all reports, plans, documents, curricula, analyses, designs, recordings, software configurations, written materials, and other deliverables specifically created for and paid for by AGENCY under this Agreement ("Work Product") shall, to the extent permitted by law, be the property of AGENCY upon payment.

CONTRACTOR assigns to AGENCY all rights in such Work Product that are legally assignable. CONTRACTOR retains ownership of pre-existing tools, templates, methods, know-how, and materials identified in Exhibit A, but grants AGENCY a perpetual, nonexclusive, royalty-free license to use any such pre-existing material incorporated into a paid deliverable for AGENCY's educational and operational purposes.

AGENCY shall not use CONTRACTOR's name, image, likeness, trademark, or endorsement in advertising or promotional materials beyond factual identification of the engagement without CONTRACTOR's written consent, except as otherwise permitted by law. Likewise, CONTRACTOR shall not use AGENCY's name, logo, student images, or endorsement without prior written authorization.

S. PUBLIC RECORDS

CONTRACTOR acknowledges that AGENCY is a public charter school and that records relating to this Agreement may be subject to disclosure under applicable California public-records laws. AGENCY will determine disclosure obligations. CONTRACTOR shall clearly identify any information it believes is confidential, proprietary, or exempt from disclosure, but such designation shall not control AGENCY's legal obligations.

T. NO PARTNERSHIP OR AUTHORITY TO BIND

This Agreement does not create a partnership, joint venture, employment relationship, or agency relationship. CONTRACTOR has no authority to enter contracts, incur obligations, make representations, or commit funds on behalf of AGENCY unless expressly authorized in writing by AGENCY.

U. ASSIGNMENT

Neither Party may assign this Agreement without the prior written consent of the other Party, except that AGENCY may assign the Agreement to a lawful successor entity. Any attempted assignment contrary to this section is void.

V. NOTICES

Formal notices under this Agreement shall be in writing and delivered personally, by nationally recognized overnight carrier, by certified mail, or by email with confirmation of receipt to the addresses below, or to any updated address provided in writing:

- AGENCY: Golden Charter Academy, 452 N. Pacific Ave., Fresno, CA 93706; Attn: Superintendent-Principal; Email: s.morris@goldencharteracademy.org
- CONTRACTOR: Golden Pursuit of Growth / [ADDRESS / EMAIL].

W. FORCE MAJEURE

Neither Party shall be liable for delay or failure to perform caused by events beyond its reasonable control, including natural disasters, fire, epidemic or public-health emergency, government order, utility failure, labor disruption not caused by the affected Party, or school closure, provided the affected Party promptly notifies the other and uses reasonable efforts to mitigate the impact. Payment remains due for services properly performed before the event.

X. DISPUTE RESOLUTION, GOVERNING LAW, AND VENUE

The Parties shall first attempt in good faith to resolve any dispute through direct discussion between authorized representatives. If the dispute is not resolved, either Party may pursue any remedy available at

law or equity. This Agreement shall be governed by California law. Venue for any lawsuit shall lie in Fresno County Superior Court or, when federal jurisdiction exists, the United States District Court for the Eastern District of California, Fresno Division.

Y. SEVERABILITY, WAIVER, AMENDMENTS, AND ENTIRE AGREEMENT

1. Severability. If any provision is held invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.
2. Waiver. A waiver of any breach shall not constitute a waiver of any subsequent or different breach.
3. Amendments. This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties.
4. Entire Agreement. This Agreement, including all exhibits and approved addenda, constitutes the entire agreement between the Parties concerning the Services and supersedes prior oral or written understandings on the same subject.
5. Electronic Signatures and Counterparts. Signatures transmitted electronically and counterparts executed separately shall be treated as originals and together constitute one instrument.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below. The individuals signing represent that they are authorized to bind the respective Party.

AGENCY	**CONTRACTOR**
Golden Charter Academy	Golden Pursuit of Growth
_____	_____
Stephen Morris, Superintendent-Principal	Rolinda Golden, Independent Contractor
Date: _____	Date: _____

This Independent Contractor Agreement is subject to ratification by the Governing Board of Golden Charter Academy when required by AGENCY policy or applicable law.

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EXHIBIT A
SCOPE OF SERVICES

After-School Dance Enrichment Club

Contractor: Golden Pursuit of Growth
Agency: Golden Charter Academy
Service Period: August 31, 2026 – May 28, 2027
Program: After-School Dance Enrichment Club
Students: TK – 8th Grade
Schedule: Monday – Friday, 3 hours per day
Location: Golden Charter Academy

SERVICES

Golden Pursuit of Growth shall provide an after-school Dance Enrichment Club for TK–8th grade students. Services shall include age-appropriate dance instruction and movement-based enrichment activities designed to develop students' coordination, confidence, creativity, physical fitness, teamwork, rhythm, and artistic expression.

Activities may include:

- Dance fundamentals, rhythm, timing, and musicality;
- Age-appropriate choreography and dance combinations;
- Movement, stretching, warm-up, and cool-down activities;
- Exploration of a variety of dance styles and creative movement;
- Individual and group routines that promote teamwork and confidence; and
- Student performances, demonstrations, or showcases, as appropriate.

CONTRACTOR shall provide instruction and appropriate student supervision during each scheduled session and shall adapt activities to the developmental needs, abilities, and experience levels of participating students.

CONTRACTOR shall maintain a safe, positive, and inclusive environment and shall use age-appropriate movement and dance activities.

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CONTRACTOR shall comply with all applicable school policies and requirements related to student safety, campus access, supervision, and conduct. Contractor personnel shall satisfy all required background-check, fingerprinting, and other applicable school requirements before working with students.

CONTRACTOR shall provide or arrange for the ordinary materials, music, equipment, and supplies necessary to conduct the dance enrichment activities unless otherwise approved in writing by AGENCY. Any additional expenses must be authorized in accordance with the Agreement. This follows the materials-and-supplies structure used in the original Exhibit A.

CONTRACTOR shall coordinate the program schedule, instructional activities, and any student performances or showcases with the AGENCY's designated after-school program representative.

AGENCY

Golden Charter Academy

_____

Stephen Morris, Superintendent-Principal

Date: _____

CONTRACTOR

Golden Pursuit of Growth

_____

Rolinda Golden, Independent Contractor

Date: _____

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_____
Initials

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