

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
MAKING WAVES ACADEMY CHARTER SCHOOL AND [JEANNETTE REIBER]**

This Agreement is made between the Making Waves Academy (“MWA”), a California non-profit corporation with its principal place of business at 4123 Lakeside Dr, Richmond, CA 94806, and [Jeannette Reiber] (“Independent Contractor”).

It is the desire of MWA to engage the services of Independent Contractor. Such services and the relationship between MWA and Independent Contractor shall be governed according to the following terms and conditions:

SECTION 1. SERVICES TO BE PERFORMED. Independent Contractor agrees to perform the services detailed in **Attachment A** on MWA’s behalf.

SECTION 2. PAYMENT. In consideration for the services to be performed by Independent Contractor, MWA agrees to pay Independent Contractor at the rate of \$[100.00] per hour, not to exceed \$[\$8,000] for the term of this Agreement.

SECTION 3. EXPENSES. Independent Contractor shall be responsible for all expenses incurred while performing services under this Agreement. However, MWA shall reimburse Independent Contractor for all reasonable and approved out-of-pocket expenses necessarily incurred in connection with the performance of services under this Agreement. Independent Contractor shall submit an itemized statement of such expenses. MWA shall pay Contractor within thirty (30) days from the date of each statement.

SECTION 4. MATERIALS. Independent Contractor will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

SECTION 5. CONDITIONS OF INDEPENDENT CONTRACTOR SERVICES. As a condition of Independent Contractor being selected to provide the services detailed in **Attachment A**, Independent Contractor shall provide MWA with the following:

- Copy of qualifications, including resume, credential, license(s), or certification for Independent Contractor as they relate to the services provided under **Attachment A**;
- Completion of Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance and Credential Verification (**Attachment B**)
- Proof of insurance as it relates to the services provided under **Attachment A** including an executed Certificate Regarding Workers Compensation in substantially the form attached as **Attachment C** hereto; and
- W-9.

SECTION 6. INTELLECTUAL PROPERTY OWNERSHIP. Independent Contractor assigns to MWA all patent, copyright and trade secret rights in anything created or developed by Independent Contractor for MWA under this Agreement. This assignment is conditioned upon full payment of the compensation due Independent Contractor under this Agreement. Independent Contractor shall help prepare any documents MWA considers necessary to secure any copyright, patent, or other intellectual property rights at no charge to MWA. Independent Contractor agrees to honor the proprietary information of MWA and shall not disclose or circumvent such proprietary information

now or in the future. Upon the conclusion of this Agreement, Independent Contractor shall return all records, files, contacts and other proprietary information of MWA to MWA. However, MWA shall reimburse Independent Contractor for all reasonable actual expenses necessary to carry out the terms of this Section.

SECTION 7. TERM OF AGREEMENT. This agreement will become effective when signed by both parties and will terminate the date either party terminates the Agreement as provided below.

SECTION 8. TERMINATING THE AGREEMENT. During the term of this Agreement, either party may terminate the Agreement without cause or advance notice at any time by providing written notice to the other party.

This Agreement terminates automatically on the occurrence of any of the following events: (a) the bankruptcy or insolvency of either party; (b) sale of business of either party; or (c) the death or permanent disability of either party; (d) material breach of any term or condition of this Agreement; or (e) revocation or nonrenewal of the MWA charter.

SECTION 9. INDEPENDENT CONTRACTOR STATUS. Independent Contractor is an independent contractor, not an employee of MWA. Independent Contractor's employees or subcontractors are not MWA's employees. Independent Contractor and MWA agree to the following rights consistent with an independent contractor relationship:

- (a) Independent Contractor has the right to perform services for others during the term of this Agreement.
- (b) Independent Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed to the extent the provision of Independent Contractor's services are consistent with the responsibilities set forth herein at **Attachment A** as dictated by MWA.
- (c) Independent Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (d) Independent Contractor or Independent Contractor's employees or subcontractors shall perform the services required by this Agreement; MWA shall not hire, supervise or pay any assistants to help Independent Contractor.
- (e) Neither Independent Contractor nor Independent Contractor's employees or subcontractors shall receive any training from MWA in the skills necessary to perform the services required by this Agreement.
- (f) MWA shall not require Independent Contractor or Independent Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.
- (g) Neither Independent Contractor nor Independent Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of MWA.

SECTION 10. WORKERS' COMPENSATION. MWA shall not obtain workers' compensation insurance on behalf of Independent Contractor or Independent Contractor's employees. If Independent Contractor hires employees to perform any work under this Agreement, Independent Contractor will obtain workers' compensation insurance for those employees to the extent required by law. Prior to the commencement of services, Independent Contractor shall furnish the School with an executed Certificate Regarding Workers Compensation in substantially the form attached as Attachment C hereto.

SECTION 11. LOCAL, STATE AND FEDERAL TAXES. Independent Contractor shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. MWA will not:

- (a) Withhold FICA from Independent Contractor's payments or make FICA payments on Independent Contractor's behalf;
- (b) Make state or federal unemployment compensation contributions on Independent Contractor's behalf; or
- (c) Withhold state or federal income tax from Independent Contractor's payments.

If Independent Contractor is required to pay any federal, state or local sales, use, property, or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to MWA. Independent Contractor shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by MWA.

SECTION 12. CONFIDENTIALITY. Independent Contractor acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by MWA and/or used by MWA in connection with the operation of its business including, without limitation, MWA's business and product processes, methods, pupil/personnel record information, accounts and procedures. All information regarding students and teachers of MWA will remain confidential to Independent Contractor unless a separate, specific, properly executed consent (including permission from MWA's student and his or her parent) for the release of information is obtained prior to such release. Any information regarding student(s) and teacher(s) received by MWA's personnel or Independent Contractor providing services pursuant to this Agreement shall remain confidential and shall not be communicated to any person or entity other than appropriate MWA personnel.

SECTION 13. EXCLUSIVE AGREEMENT. This is the entire Agreement between Independent Contractor and MWA. All previous agreements between the parties, if any, whether written or oral, are merged herein and superseded hereby.

SECTION 14. MODIFYING THE AGREEMENT. This Agreement may be supplemented, amended, or modified only by the mutual agreement of both parties. No modification of this Agreement shall be binding unless in writing and expressing an intent to modify the Agreement and signed by both parties.

SECTION 15. DISPUTE RESOLUTION. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Contra Costa County. Any costs and fees other than attorneys' fees associated with the mediation shall be

shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to binding arbitration before a mutually agreed-upon arbitrator in Contra Costa County. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorneys' fees, will be allocated by the arbitrator.

SECTION 16. LIMITED LIABILITY. This provision allocates the risks under this Agreement between Independent Contractor and MWA. Independent Contractor's pricing reflects the allocation of risk and limitation of liability specified below. However, Independent Contractor shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Independent Contractor or Independent Contractor's employees or agents while on MWA's premises to the extent such actions or omissions were not caused by MWA. **NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.**

SECTION 17. LIABILITY AND INDEMNIFICATION. With regard to the services to be performed by the Independent Contractor pursuant to the terms of this Agreement, MWA shall not be liable to the Independent Contractor, or to anyone who may claim any right due to any relationship with the Independent Contractor, for any acts or omissions of MWA, except when said acts or omissions of MWA are due to willful misconduct or gross negligence. Independent Contractor shall hold MWA free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered by Independent Contractor pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of MWA and MWA is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

SECTION 18. NOTICES. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (a) When delivered personally to the recipient's address as stated on this Agreement;
- (b) Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- (c) When sent by fax to the last fax number of the recipient known to the person giving notice.

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 receipt.

If to Independent Contractor:
Jeannette Reiber

██████████
████████████████████
██████████

If to MWA:
Attn: Fe Campbell
4123 Lakeside Dr.,
Richmond, CA 94806
fcampbell@mwacademy.org
510-426-1765

SECTION 19. NO PARTNERSHIP. This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

SECTION 20. INTERPRETATION AND OPPORTUNITY FOR COUNSEL. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

SECTION 21. APPLICABLE LAW. This Agreement will be governed by the laws of the State of California.

SIGNATURES:

ON BEHALF OF MWA:

INDEPENDENT CONTRACTOR:

[Alton B. Nelson Jr.]

[Jeannette Reiber]

Title: Chief Executive Officer

[California Teacher Credential Services]

Date: _____

Taxpayer ID Number: _____

Date: _____

Scope of Services

Deliverables

Support Making Waves Academy Human Resources with teacher credential compliance including:

- Complete a teacher credential audit to determine appropriate steps and solutions needed to ensure compliance.
- Gather required documentation for teachers to complete and return for submission to the California Commission on Teacher Credentialing.
- Develop a comprehensive credential tracking sheet for the Human Resources Department to manage.
- Create credential agreement schedules for use and record-keeping.
- Create communication templates and checklists for credentialing process as needed.
- Partner with the MWA HR for alignment on communication and action items for employees.
- Respond and make updates related to reporting requirements (i.e. CALSAAS).
- Additional duties as needed.

Accountabilities

For a successful partnership:

Making Waves Academy

- Makes decisions on time sensitive issues in a time efficient manner
- Provides access to senior management as needed
- Provides information as needed
- Works collaboratively as needed for project completion

Jeannette Reiber

- Is available for consultation beginning December 7th, 2020 until March 1, 2021, as needed. Contract may be subject to extension.
- Is available for consultation and responds in a timely manner during the following hours:
 - Monday through Friday, 9:00am – 5:00pm as needed

WAIVER JUSTIFICATION:

D. The Independent Contractor and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background clearance requirements for the following reason(s):

The Independent Contractor and its employees will have NO CONTACT with pupils. (No school-site Services will be provided.)

The Independent Contractor and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds; proximity of work area to pupil areas; whether the Independent Contractor's employees will be working by themselves or with others, and, if so, with whom; and any other factors that substantiate limited contact.)

The Independent Contractor, which will be providing for construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the Independent Contractor may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods:

Check all methods to be used:

1) Installation of a physical barrier at the worksite to limit contact with students.

2) Continual supervision and monitoring of all employees of the Independent Contractor by an employee of the Independent Contractor who has not been convicted of a serious or violent felony, a sex or controlled substance offense, or a crime involving moral turpitude as ascertained by the DOJ.

3) Surveillance of employees of the VENDOR by school personnel

The Services provided by the Independent Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION" ONLY, such as when pupil health or safety is immediately endangered or when emergency repairs are needed to make the school facilities safe and habitable.

By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the Independent Contractor's sole responsibility to maintain, update, and provide MWA with current and complete information along with the employee list, throughout the duration of Services provided by Independent Contractor.

Authorized Vendor Signature

Printed Name

Title

Date

Attachment C

CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor: _____

Signature: _____

Date: _____