

**INDEPENDENT CONTRACTOR AGREEMENT
EDUCATIONAL WORKSHOPS**

This Independent Contractor Agreement (“Agreement”) is entered into by and between Robin Mills doing business as (dba) SEXUCATION, a sole proprietor with its principal place of business at 7013 Sunhill Circle, El Sobrante, CA 94803, and Making Waves Academy (“Contracting Agency”), an agency/organization with a principal place of business located at 4123 Lakeside Drive, Richmond, CA 94806, for the delivery of comprehensive sexuality education workshops (“Workshops”).

1. DUTIES

During the term of this Agreement, SEXUCATION presenter(s) will deliver Workshops using best efforts to teach in a manner compliant with current state legislation identified in the California Healthy Youth Act (CHYA). Specific duties and responsibilities outlined in Scope of Work attached.

2. COMPENSATION

Contracting Agency will pay SEXUCATION **\$175** per Workshop for a total of **52** Workshops for a total of **\$9100**. A one-time Administrative fee of **\$300** will be assessed. An additional one-time Consultant fee of **\$300** will also be assessed. The total contracted amount for this agreement is **\$9700**.

Payment will be billed in 3 installments via invoice. The first invoice will consist of all one-time fees. Payment for Workshops will be invoiced upon completed delivery of half of the Workshops contracted. The remaining Workshops will be billed upon completed delivery of total number of workshops contracted. The Contracting Agency agrees to pay the total amount contracted if number of Workshops is reduced through no fault of SEXUCATION. Payment may be made in full at any time prior to the completion of negotiated Workshops at the Contracting Agency’s discretion.

3. EXPENSES

SEXUCATION will be responsible for all incidental costs and/or expenses incurred in connection with the Workshops unless otherwise agreed upon by both parties involved.

4. TERM AND TERMINATION

The term of this Agreement will commence upon the Date of Execution and will expire upon the completion of negotiated presentations. Either party may terminate this Agreement at any time, for any reason or no reason. Should the contracting agency terminate the contract payment is due in full upon termination of contract. Should the contract be terminated by SEXUCATION payment is due upon within 72 hours of contract termination.

The Contracting Agency further agrees that for a period of six months following expiration or termination of this Agreement, Contracting Agency will not hire, solicit, or encourage any consultant or contractor of SEXUCATION to terminate their relationship with SEXUCATION.

5. INDEPENDENT CONTRACTOR STATUS

As an independent contractor, SEXUCATION acknowledges sole responsibility for the payment of all taxes, withholdings, contributions, assessments of other obligations payable in connection with services hereunder.



Not an Employee: Both parties understand that this Agreement does not constitute a contract of employment. SEXUCATION will not be eligible for any employee benefits (except any that, by law, must be made available to independent contractors). Contracting Agency will not make deductions from payments made to SEXUCATION for taxes, all of which will be the sole responsibility of SEXUCATION.

Non-Exclusive Arrangement: This is a non-exclusive arrangement so that SEXUCATION may provide services to other organizations during the term of this Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

SEXUCATION will retain the rights to all original curricula and information used in Workshops. The Contracting Agency is expected to adhere to all generally accepted standards regarding appropriate citations of source material and plagiarism. Should any material from Workshops be used or duplicated, the Contracting Agency hereby agrees to give appropriate credit to SEXUCATION as applicable.

7. INDEMNIFICATION AND HOLD HARMLESS

Contracting Agency hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold SEXUCATION harmless against all claims, losses, expenses (including reasonable attorney fees, witness fees, and costs), as well as injuries to any person or property, that directly, indirectly, wholly or partially arise from or in connection with: any act or omission of yours related to this Workshop or any act or omission of SEXUCATION, its employees or agents.

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

8. NOTICES

Any notice given under this Agreement must be in writing and will be deemed to have been given upon delivery if delivered personally or by courier; upon receipt if transmitted by email, facsimile or other electronic means with acknowledgement of receipt; three working days after it is deposited, prepaid, in the regular mail for domestic delivery; and five working days after it is deposited, prepaid, in the regular mail for international delivery; provided, in each instance, that the notice is addressed to the recipient as indicated below, as that information may be updated by written notice to the other party.

13. SOLE AGREEMENT; COUNTERPARTS; MODIFICATIONS; WAIVER

This Agreement contains the entire understanding of the parties relating to its subject matter and supersedes any prior agreement of understanding, however expressed. This Agreement may be executed in counterparts, each of which will be an original, but all of which together will constitute one and the same Agreement. This Agreement may not be amended except in a writing signed by both parties. Any waiver by one party of a breach of this Agreement will not be construed as a continuing waiver.



14. ARBITRATION

Any dispute or claim arising out of this Agreement will be resolved by binding arbitration by a single arbitrator in accordance with the rules of the American Arbitration Association. Either party may apply to any court with jurisdiction for preliminary or interim relief or to compel arbitration. The arbitrator may award or impose any remedy available in equity or under the laws of the United States or the State of California. The arbitrator's award shall be final, and judgment may be entered on the award in any court of competent jurisdiction.

15. GOVERNING LAW; SECTION HEADINGS

The validity and construction of this Agreement shall be governed by the laws of the State of California. The headings of sections are for reference only and shall not be construed to limit or control the meaning thereof.

16. INSURANCE

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. Injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.



If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits**

\$1,000,000 per occurrence
\$2,000,000 general aggregate

E. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by Contractor and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

SIGNATURES

The parties have executed this Agreement on the respective dates indicated below.

SEXUCATION:

Signature: _____

Name: Robin Mills dba SEXUCATION

Title: Positive Sexuality Educator | Consultant



Keep it Safe 'n Sexy
www.sexucation.org

Date: December 16, 2020

Making Waves Academy:

Signature: _____

Name: _____

Address: _____

Date: _____

