

I. This Independent Contractor Agreement (hereinafter called "Agreement") is dated this **10th** day of **October**, 2023, by and between Camino Nuevo Charter Academy – (hereinafter called "**CNCA**"), located at 3435 W. Temple Street, Los Angeles, CA 90026, and Mind Body Awareness Project (hereinafter called "**Contractor**").

II. **Description of Mind Body Awareness Project**. In consideration of their mutual covenants, the parties hereto agree as follows: The Mind Body Awareness Project to be provided by **Contractor** pursuant to this Agreement (Mind Body Awareness Project), including details regarding the contact that **Contractor** and its assigns will have with students, are described in

Attachment A - Description of Mind Body Awareness Project – (MUST BE COMPLETED AND ATTACHED TO THIS DOCUMENT)

Contractor hereby verifies that it is specially trained or experienced and competent to provide the Mind Body Awareness Project required by this Agreement and acknowledges that **CNCA** has entered into this Agreement in reliance on the above verification.

III. **Term of Agreement.** The work specified above will commence on October 16, 2023 and will be completed by June 30, 2023. **CNCA** has no legal obligation to renew this Agreement and the decision to do so shall be entirely within the discretion of **CNCA**.

IV. **Billing.** In consideration of the Mind Body Awareness Project provided, **Contractor** will submit invoices3 times per year. Payment for deposit/installment 1 (50%) will be 30 days after the receipt of the signed/executed Independent Contract which will include the cost of all services agreed to but will not include optional services like (coaching, sustainability sessions, strategic consulting or operations). Payment for installment 2 (25%) will be made 30 days after invoice received no later than February/March 2024 for all services rendered up to this point, minus what has been paid. Payment for the final installment (25%) will be made 30 days after invoice for all remaining services rendered, and will be paid at the rate of \$<u>105,600</u> per year. The total contract amount will not exceed \$<u>105,600</u>. Payment is due within thirty (30) days of receipt of invoice.

V. Indemnification. **Contractor** agrees to defend, indemnify and hold harmless CNCA, its officers, directors, employees, agents, affiliates, owners, volunteers, successors and assigns from and against any and all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and/or damage to property sustained, or claimed to have been sustained, arising out of any act or omission by **Contractor** or its sub-Contractors, and/or any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the Mind Body Awareness Project of the **Contractor**, whether authorized by this Agreement or not. **Contractor** further agrees to waive all rights of subrogation against **CNCA**. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of **CNCA** or any of its agents or employees.

VI. **Insurance**. **Contractor** shall, at its own expense, procure and maintain at all times it performs any portion of the Mind Body Awareness Project the following insurance with minimum limits equal to the amounts indicated below.

- 1) <u>Minimum Scope of Insurance</u>
 - a) *Commercial General Liability and Automobile Liability Insurance*. Commercial General Liability Insurance and Automobile Liability Insurance that shall protect **Contractor**, **CNCA**, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Mind Body Awareness Project. (Form CG 0001 and CA 0001) Commercial General Liability insurance shall include contractual liability, products liability, completed operations and broad form property damage coverage.
 - b) *Workers' Compensation and Employers' Liability Insurance.* Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Mind Body Awareness Project. In accordance with provisions of section 3700 of the California Labor Code, **Contractor** shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Mind Body Awareness Project under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any

employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Mind Body Awareness Project.

- c) *Professional Liability (Errors and Omissions) Insurance*. Professional Liability (Errors and Omissions) Insurance against loss due to error, omission or malpractice, unless waived in writing by **CNCA**.
- d) *Sexual Abuse & Molestation Insurance*. Sexual Abuse & Molestation Insurance covering bodily injury, emotional distress, or mental anguish related to any claim, cause of action, or liability associated with child molestation or sexual abuse.
- 2) <u>Minimum Limits of Insurance</u>
 - i. *Commercial General Liability Insurance*: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; \$3,000,000 general aggregate.
 - ii. *Automobile Liability Insurance*: \$1,000,000 combined single limit per accident for bodily injury and property damage; \$2,000,000 general aggregate.
 - iii. *Workers' Compensation and Employers' Liability Insurance*: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
 - iv. Professional Liability (Errors and Omissions) Insurance: \$1,000,000 single limit per claim; \$2,000,000 general aggregate.
 - v. *Sexual Abuse & Molestation Insurance*. \$2,000,000 per claim and in aggregate if this coverage is applicable to the Mind Body Awareness Project provided.
- 3) <u>Claims-Made Forms</u>: If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. Such insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- 4) <u>Deductibles and Self-Insured Retentions</u>: Any deductibles or self-insured retentions must be declared to and approved by **CNCA**.
- 5) <u>Other Insurance Provisions</u>: The policies shall contain, or be endorsed to contain, the following provisions:
 - a) General Liability and Automobile Liability Coverages
 - i. Contractor's insurance coverage shall be primary insurance with respect to CNCA, its officers, board members, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by CNCA, its officers, board members, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute to it.
 - ii. **CNCA**, its officers, board members, officials, employees, agents, and volunteers shall be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of **Contractor**; and premises owned, leased, or used by **Contractor**. The coverage shall contain no special limitations on the scope of the protection afforded to **CNCA**, its officers, board members, officials, employees, agents, or volunteers.
 - iii. Failure to comply with reporting provisions of the policies shall not affect coverage provided to CNCA, its officers, board members, officials, employees, agents, and volunteers.
 - iv. Coverage shall state that **Contractor's** insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.
 - b) All Coverages
 - i. Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to CNCA. In addition, Contractor agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to CNCA and CNCA approves the reduction in coverage or limits. Contractor further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to CNCA and CNCA approves the reduction and CNCA approves such increase. Insurance is to be placed with insurers with a Best's rating of no less than A: VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only, provided that in no event will a carrier with a rating of B: IX or lower be acceptable.
- 6) <u>Self-Insured Entities</u>: CNCA may, at its discretion, accept self-insurance as being in compliance with this section. In such case, **Contractor** agrees that it will defend and indemnify CNCA, including its officers, board members, officials, employees, agents, and volunteers, to the same extent as it would **Contractor** or any other self-insured person or entity, and that it will treat CNCA, including its officers, board members, officials, employees, agents, and volunteers, in all respects as if it were covered to the same extent as **Contractor** or any other self-insured person or entity. Self-insurance shall be subject to all requirements contained in this section. Alternatively, self-insured entities may purchase insurance covering CNCA for all work performed and/or services rendered under this Agreement, provided such insurance complies with all the requirements of this section.
- Evidence of Insurance: Prior to commencing work under this Agreement, Contractor shall provide CNCA with certificates of insurance evidencing compliance with this section. On request, Contractor shall furnish copies of any and/or all of the required insurance policies.

VII. **Limitation of CNCA Liability**. Other than as provided in this Agreement, **CNCA's** financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any

other provision of this Agreement, in no event, shall **CNCA** be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the Mind Body Awareness Project performed in connection with this Agreement.

VIII. **Non-Discrimination**. **Contractor** shall ensure that no person employed by, associated with, or subcontracted to **Contractor** shall, on the basis of race, color, national origin, age, ancestry, religion, sex, handicap or sexual orientation, or other basis protected by law, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity at **CNCA** and shall ensure its, and its employees' and subcontractors' compliance with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.

IX. Interest of Contractor. It is understood and agreed that this Agreement is not a contract of employment between CNCA and Contractor. At all times Contractor shall be deemed to be an independent contractor and is not authorized to bind CNCA to any contracts or other obligations. In executing this Agreement, Contractor certifies that no one who has or who will have any financial interest under this Agreement is an officer or employee of CNCA. Additionally, as the Contractor is not a CNCA employee, Contractor is solely responsible for all employment-related responsibilities for its employees, including but not limited to training, fingerprinting, workers' compensation, etc..

X. Workers' Compensation. Contractor is aware of the laws of the State of California requiring employers to be insured against liability for Workers' Compensation and shall comply with such laws during the term of this Agreement.

XI. **Occupational Safety and Health Administration (OSHA)**. **Contractor** is aware of OSHA standards and codes as set forth by the U.S. Department of Labor and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verify that all performance under this Agreement shall be in compliance therewith.

XII. **Originality of Services**. **Contractor** agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the **CNCA** and/or used in connection with this Agreement, shall be wholly original to **Contractor** and shall not be copied in whole or in part from any other source, except that submitted to **Contractor** by **CNCA** as a basis for such services.

XIII. License and Authority. Contractor warrants that it will maintain all necessary licenses, registrations, and certifications during the term of this Agreement, and that it is duly authorized to enter into this Agreement by its governing or controlling body. Evidence or copies of all necessary licenses, registrations and certifications must be provided to CNCA.

XIV. **Compliance with Laws**. **Contractor** shall observe and comply with all rules and regulations of the governing board of **CNCA** and all federal, state, and local laws, ordinances and regulations. **Contractor** shall give all notices required by any law, ordinance, rule and/or regulation bearing on the performance of the Mind Body Awareness Project as indicated or specified. If **Contractor** observes that the Mind Body Awareness Project is at variance with any such laws, ordinances, rules or regulations, **Contractor** shall notify **CNCA** in writing, and at the sole option of **CNCA**, any necessary changes to the Mind Body Awareness Project shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon **Contractor's** receipt of a written termination notice from **CNCA**. If **Contractor** performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying **CNCA** of the violation, **Contractor** shall bear all costs arising therefrom.

XV. **Equipment and Facilities**. **Contractor** will provide all necessary equipment and facilities to render its Mind Body Awareness Project pursuant to this Agreement, unless the parties to this Agreement specifically agree in writing that said equipment and facilities will be provided in a different manner. Equipment purchased under the provisions of this Agreement by **CNCA** is the property of **CNCA** and shall be used for its intended purpose during the term of this Agreement. An inventory of all equipment purchased under this Agreement shall be maintained. After the term of this Agreement, the equipment shall continue to be the property of **CNCA**.

XVI. Employment of Additional Workers by Contractor. Contractor may, at its own expense, employ additional workers or subcontractors as necessary for the completion of this Agreement and shall maintain workers' compensation insurance as required by state law. CNCA shall not control, direct, or supervise Contractor's additional workers or subcontractors in the performance of services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these additional workers or sub-contractors and for all state and federal income tax, unemployment insurance, social security, disability insurance, and other applicable withholdings.

Contractor shall not hire employees of **CNCA** for performance of this Agreement unless such employment does not conflict with **CNCA's** personnel policies as determined by **CNCA**.

XVII. Assignment. Without the prior written consent of CNCA, this Agreement is not assignable by the Contractor, either in whole or in part.

XVIII. **Successors and Assigns**. Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

XIX. **Governing Law**. The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in County of Los Angeles, California.

XX. Withholding. CNCA shall not withhold or set aside any money on behalf of the Contractor for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever. It shall be the sole responsibility of the Contractor to withhold, set aside and account for all of the above.

XXI. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit CNCA, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Mind Body Awareness Project covered by this Agreement. Audit(s) may be performed at any time, provided that CNCA shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

XXII. CNCA's Evaluation of Contractor and Contractor's Employees and/or Subcontractors. CNCA may evaluate Contractor in any manner which is permissible under the law. CNCA's evaluation may include, without limitation:

- 1) Requesting CNCA employee(s) evaluate Contractor and Contractor's employees and subcontractors and each of their performance.
- 2) Announced and unannounced observance of **Contractor**, **Contractor's** employee(s), and/or subcontractor(s).

XXIII. Entire Agreement/Changes or Alterations. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

XXIV. Termination.

- 1) <u>For Cause</u>: **CNCA** may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - a) material violation of this Agreement by **Contractor**;
 - b) any act by **Contractor** exposing **CNCA** to liability to others for personal injury or property damage; or
 - c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency. If the expenses, fees, and/or costs to CNCA exceed the cost of providing the Mind Body Awareness Project pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to CNCA upon the receipt of CNCA's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to CNCA.
- 2) <u>Without Cause by CNCA</u>: CNCA may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the Mind Body Awareness Project satisfactorily rendered to the date of termination. Written notice by CNCA shall be sufficient to stop further performance by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - a) Upon termination, **Contractor** shall provide **CNCA** with all documents produced, maintained, or collected by **Contractor** pursuant to this Agreement, whether such documents are final or draft documents.

XXV. Waiver. No delay or omission by CNCA in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude CNCA from any or further exercise of any right or remedy.

XXVI. **Headings**. All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the Agreement.

XXVII. **Severability**. In the event any portion of this Agreement shall be finally determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

XXVIII. **Ambiguity**. The parities to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

XXIX. **Copyright**. Any written product produced as a result of this contract shall be a work for hire and shall be the property of **CNCA**.

XXX. **Expenses**. **Contractor** shall be responsible for all costs and expenses incident to the performance of services for **CNCA**, including but not limited to all costs of equipment provided by **Contractor**, all fees, fines, licenses, bonds and/or taxes required of or imposed against **Contractor**, and all other of **Contractor's** costs of doing business. **CNCA** shall be responsible for no expenses incurred by **Contractor** in performing services for **CNCA** except as provided by this Agreement.

XXXI. **Privacy, Security, and Confidentiality**. If, in the course of carrying out this Agreement, **Contractor** gathers or processes personal (private) information, **Contractor** shall manage the data in accordance with all applicable federal and California state privacy laws including, but not limited to: Family Educational Rights and Privacy Act of 1984 (20 U.S.C. Sec. 1232g) and Children's Online Privacy Protection Act (COPPA), and California Education Code sections 49069 to 49079. Examples of personal information include, but are not limited to name, telephone number, email account, address, date of birth, social security number, and student assessment data.

In addition, the Parties shall demonstrate that they have taken specific steps to ensure that data are kept secure and confidential as evidenced by, at a minimum, the following:

- 1) Every employee, volunteer or other person with access to personal information shall sign a statement that they understand that the information is personal and they will take steps to ensure that unauthorized personnel do not gain access to personal data.
- 2) Personal data, while being transmitted electronically, shall be encrypted.
- 3) Any repository for the data shall be locked and have access restricted to those personnel that have a legitimate need to access the data and have signed a confidentiality agreement.
- 4) Any security breach shall be reported to **CNCA** in writing within 24 hours of discovery.

XXXII. **Department of Justice (DOJ) Fingerprinting and Tuberculosis (TB) Clearance. Contractor** agrees to adhere to the DOJ fingerprint and criminal background investigation and TB requirements of California Education Code sections 45125.1, et seq., and 49406 and provide an affidavit that certifies that all of its employees that work at CNCA campuses and come into contact with students have appropriate DOJ and TB clearances. Clearances must not be obtained at the expense of **CNCA** and **CNCA** shall not reimburse for these expenses. The affidavit must list the following:

- 1) Employee name and CNCA location(s) he/she services;
- 2) Date of criminal background check clearance;
- 3) TB expiration date; and
- 4) Name of **Contractor's** DOJ custodian of records.

Contractor's affidavit must be submitted with high authority per its Organizational Chart (i.e. Owner, Management Team, C-level executive, etc.). The affidavit must be provided to **CNCA** prior to the first day of service. Failure to provide this documentation shall be considered a material breach and can be used as grounds to terminate the contract immediately. **CNCA** may request updated documentation as needed. **Contractor** must take appropriate action to remove any employee whose arrest notification poses a threat to the school population to ensure the safety of **CNCA** students.

XXXIII. **Independent Contractor Status**. **Contractor** attests that it is engaged in a separately established bona fide business and is in fact an Independent Contractor in accordance with IRS and EDD requirements. **Contractor** understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint ventures of **CNCA**, and are not entitled to benefits of any kind or nature normally provided employees of **CNCA** and/or to which **CNCA's** employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. XXXIV. **Conflict Of Interest**. By signing this Agreement all parties acknowledge and assert that there is no known Conflict of Interest in the execution of this Agreement.

XXXV. **Commencement of Work**. Contractor is not authorized and will not commence any work of this Agreement and **CNCA** will not assume legal, financial or any other obligation for work performed prior to the issuance of an authorizing purchase orders with reference to this Agreement.

This Agreement, including attachments, constitutes the entire understanding of the parties and any changes or modifications shall be in writing and signed by both parties.

Attachments:

- Attachment A Independent Contractor Agreement Description of Mind Body Awareness Project
- □ Attachment B Fingerprint Affidavit
- □ Attachment C IRS form W9
- □ Attachment D DE542 EDD Report of Independent Contractor
- □ Attachment E Contractor Evidence of Insurance
- □ Attachment F Copies of all applicable licenses, registrations and certifications

CONTRACTOR (Corporation **Ves No**):

Contractor / Agency Name:		
A JJungar		
Contractor's Contact Person:		
Title:		
Telephone:	e-mail:	
Signature:		Date:

CAMINO NUEVO CHARTER ACADEMY

By Chief Executive Officer / Designee:

Signature: _____ Date: _____



Camino Nuevo Charter Academy INDEPENDENT CONTRACTOR AGREEMENT Attachment A

This document is an attachment to and made a part of, the Camino Nuevo Charter Academy ("CNCA") Independent Contractor Agreement, between CNCA and Mind Body Awareness Project ("Contractor") for the period October, 16, 2023 to June 30, 2023, for CNCA Mind Body Awareness Project.

Indicated below is the specific description of the Mind Body Awareness Project including, but not limited to, essential details of the scope of work, site/locations, milestones and timelines, materials, reports, products, (including details regarding the contact that **Contractor** and its assigns will have with students) to be provided:

DETAILED DESCRIPTION OF Mind Body Awareness Project TO BE PROVIDED:



Professional Development	Investment
In this year-long learning community, staff members will develop culturally responsive mindfulness strategies to support the social emotional development of marginalized youth. This program weaves both in-person day-long intensives to engage in experiential mindfulness practices with shorter virtual sessions to integrate learnings and monitor progress.	 3 day long (5 hour) trainings in October, January, and May 8 virtual trainings throughout the year (60 minutes)
 This program covers the following topics: Teaching Trauma Sensitive and Culturally Responsive Mindfulness Building Trauma Sensitive and Mindful 	TOTAL COST=\$41,000

Classrooms Self-Regulation and Coregulation What is Trauma and How Does it Impact Students? Mindfulness and Professional Sustainability 	
Mindfulness and Nature Connection Retreats	
 These off campus sessions are designed to bring middle and high school students out of the classroom and into local nature. This daylong retreat-like experience gives students an opportunity to drop more quickly into mindfulness and presence and develop their inner and outer leadership. Students will engage in nature based mindfulness practices to ground, center, and self-regulate. Expressive arts activities and reflection exercises give space for students to harvest insights and make better decisions. Away from the school campus, students connect empathetically to their peers with more ease and less judgment. Separated by gender (gender non binary students would participate in with students who identify as female) 6-12 students per cohort 2 facilitators per cohort Lunch included 	4 day long youth retreats retreats TOTAL COST =\$40,000
 Travel Fee One night at a 3 star hotel or equivalent airbnb A daily food stipend A mileage reimbursement or roundtrip flights for 2 facilitators \$1000 per day of engagement 	TOTAL COST=\$7000
Administrative Costs	\$17,600

Grand Total:	105,600
Payment Terms	
Payments to be made in 3 installments.	
 Payment for deposit/installment 1 (50%) will be 30 days after the receipt of the signed/executed Independent Contract which will include the cost of all services agreed to but will not include optional services like (coaching, sustainability sessions, strategic consulting or operations). Payment for installment 2 (25%) will be made 30 days after invoice received no later than February/March 2024 for all services rendered up to this point, minus what has been paid. Payment for the final installment (25%) will be made 30 days after invoice for all remaining services rendered. 	