

CAMINO NUEVO CHARTER ACADEMY
INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

This Independent Contractor Consulting Agreement (“Agreement”) is entered into by and between **Sunny Strategies Inc** (“Consultant”) and **Camino Nuevo Charter Academy** (“CNCA”), collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, CNCA is a California non-profit public benefit corporation that provides public educational programs, and in particular, operates public charter schools in historically underserved areas of Central Los Angeles;

WHEREAS, Consultant, a California corporation, is engaged in the businesses of providing experienced and qualified professional services concerning curriculum development and specifically dual language instruction; and

WHEREAS, CNCA desires to retain Consultant as an independent contractor for the purpose of providing the Consulting Services described herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and the mutual covenants contained herein, and for other good, valuable and sufficient consideration, the Parties agree as follows:

AGREEMENT

1. Contracted Services. Consultant is hereby engaged by CNCA to perform the consulting services specified in **Attachment A**, which is incorporated by reference (“Consulting Services”), consistent with the terms and conditions contained herein. Consultant shall determine the method, details and means of performing the Consulting Services. Consultant shall supply at her own expense all tools, materials and equipment required to perform the Services under this Agreement. Consultant assumes full responsibility for the performance of the Consulting Services provided for under the terms of this Agreement. CNCA does not guarantee any minimum amount of work by this Agreement. Consultant shall not have authority to enter into any contracts on CNCA’s behalf, unless expressly authorized to do so in writing by CNCA’s CEO.

2. Independent Contractor. **It is expressly understood between the Parties that Consultant is an independent contractor and not an employee of CNCA.** Consultant shall perform the Consulting Services under the general direction of CNCA, but Consultant shall determine, in Consultant’s sole discretion reasonably exercised, the manner and means by which the Consulting Services are accomplished. Consultant will maintain its own place of business separate and apart from CNCA. Consultant is free to work with other companies and individuals provided such work does not create a conflict of interest or adversely impact Contractor’s ability to perform the Consulting Services. Consultant is responsible for Consultant’s own expenses and costs of doing business. Consultant is not and shall not hold itself out to be an agent or employee of CNCA, and has no authority to bind CNCA by contract or otherwise. CNCA shall have the right to assign, approve or disapprove services provided by Consultant and shall have the right to set deadlines for the completion of services provided under this Agreement. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing a partnership or joint venture between the Parties.

2.1 Consultant’s Obligation to Pay Taxes. All compensation called for under this Agreement shall be paid without deductions or withholdings, and will be accompanied by an IRS Form 1099 at year end. As an independent contractor, Consultant agrees that he/she will be responsible for the reporting and payment of any state and/or federal income tax or other withholdings on the compensation provided under this Agreement or any related assessments. In addition, Consultant shall fill out and execute a Form W-9. In the event that the Internal Revenue Service or the State of California should determine that Consultant is an employee subject to withholding and social security contributions, Consultant

acknowledges consistent with this Agreement that all payments due to Consultant under this Agreement are gross payments, and the Consultant is solely responsible for all income taxes, social security payments, or other applicable deductions thereon.

2.2 Benefits and Credentials. As an independent contractor, Consultant is not entitled to the rights or benefits that may be afforded to an employee including, but not limited to, disability, workers' compensation, unemployment benefits, sick leave, vacation leave, medical insurance and retirement benefits. Consultant is solely responsible for providing at Consultant's own expense, and at Consultant's discretion, disability, unemployment, workers' compensation and other insurance for Consultant and for Consultant's employees and subcontractors. Consultant shall further maintain at Consultant's own expense any permits, credentials, certifications and/or licenses and shall provide any trainings necessary for Consultant to perform the Consulting Services under this Agreement.

3. Term and Termination. This Agreement shall be effective from **July 1, 2023** through **June 30, 2024**, unless terminated earlier by either party or extended by mutual agreement of the Parties. CNCA or Consultant may terminate this Agreement at any time and for any reason upon ten (10) days advance written notice. Following notice of termination, Consultant shall cease performing work under this Agreement unless otherwise directed in writing by CNCA. This Agreement automatically terminates, without notice and effective immediately, in the event of the incapacity, death, closure, insolvency, bankruptcy, or appointment of a receiver for either party. CNCA shall pay Consultant for all necessary and approved services rendered pursuant to this Agreement up to the effective date of termination. CNCA has no obligation to pay Consultant for any services provided nor reimburse Consultant for any expenses incurred after the effective date of termination.

4. Compensation. CNCA shall pay Consultant a project fee of \$110,000 to be invoiced on a monthly basis. Consultant will invoice CNCA on or before the 15th of September, December, February, and June for these payments.

5. Mutual Indemnity. CNCA and Consultant shall defend, indemnify and hold harmless the other, including their respective officers, directors, employees, representatives, agents, successors and assigns from and against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs that such entities or persons may incur with regard to performance of this Agreement, except those that arise out of or relate to: (a) the party's own negligence, recklessness or willful misconduct in performing any of its obligations under this Agreement; and (b) the party's own material breach of any of its representations, warranties, covenants or agreements under this Agreement. The consultant further agrees to waive all rights of subrogation against CNCA. These indemnity, defense and hold harmless obligations survive the termination of this Agreement.

6. Insurance. Consultant agrees to carry insurance sufficient to cover the potential liabilities arising from the Consulting Services provided for by this Agreement, for the duration of this Agreement in Attachment B. Consultant's insurance shall constitute primary coverage for any loss or liability arising from or relating to this Agreement and any insurance held by CNCA shall constitute secondary, excess coverage.

7. Professional Responsibility. The Consulting Services to be rendered by Consultant require special skills which Consultant is both experienced and qualified to provide. Consultant represents that Consultant has the qualifications, skills and if applicable the certification necessary to perform the Consulting Services in a competent, professional manner, without the advice or direction of CNCA. In conformity with the terms of this Agreement, Consultant shall render all Consulting Services hereunder in accordance with Consultant's independent and professional judgment. Consultant shall perform the Consulting Services in accordance with the generally accepted practices and principles of Consultant's trade. This Agreement shall be subject to all federal, state and local laws and regulations governing the practice of Consultant's trade and the Consulting Services required. Except when otherwise expressly required by applicable laws and regulations, CNCA shall not be responsible for monitoring Consultant's compliance with any laws or regulations. If Consultant performs any Consulting Services in a manner that is contrary to laws or regulations, Consultant shall bear all claims, costs, losses and damages (including, but not limited to, reasonable attorneys' fees and costs) arising out of or relating to such Consulting Services.

8. Work Product. Any reports, documents or materials prepared by Consultant pursuant to this Agreement shall be the sole and exclusive property of CNCA, and as such, Consultant shall assign Consultant's entire right, title, and interest in each such invention or work of authorship to CNCA, except as excluded from any obligation to assign to CNCA as a matter of law or mutual written agreement of Consultant and CNCA. Title to and ownership of all work products and materials created by or on behalf of Consultant for CNCA or otherwise arising out of the performance of the Services hereunder, whether partial or complete (collectively referred to as the "Work"), shall be shared between Consultant and CNCA. Consultant and CNCA shall be considered the author of the Work for purposes of copyright. CNCA and Consultant agree that either Party may use descriptions of Consultant's Services in future promotional materials and client lists, and that Consultant may explicitly identify CNCA as a client of Consultant with CNCA's permission

9. Confidential Information. Consultant acknowledges that during the course of performing Consulting Services, Consultant may become privy to confidential, privileged and/or proprietary information important to CNCA. Consultant further acknowledges Consultant's continuing obligations under the Family Educational Rights and Privacy Act ("FERPA") and California Uniform Trade Secrets Act. Consultant must take all necessary and appropriate steps to protect and safeguard all proprietary, confidential and sensitive information of CNCA. Consultant shall ensure that all of Consultant's employees, agents and subcontractors agree to the requirements of this paragraph prior to receiving any Confidential Information. Consultant shall not use or disclose during or after the term of this Agreement, without the prior written consent of CNCA, any information relating to CNCA's employees, directors, agents, students or families, or any information regarding the affairs or operations of CNCA, including CNCA's confidential/proprietary information and trade secrets ("Confidential Information"). Confidential Information, whether prepared by or for CNCA, includes, without limitation, all of the following: education records, student lists, medical records, personnel records, information technology systems, financial and accounting information, business or marketing plans or strategies, methods of doing business, curriculum, lists, email addresses and other information concerning actual and potential students or vendors and/or any other information Consultant reasonably should know is treated as confidential by CNCA. The only allowed disclosure of Confidential Information is (i) with prior written consent of CNCA; (ii) after the information is generally available to the public other than by reason of a breach by Consultant of this agreement to maintain confidentiality; (iii) after the information has been acquired by Consultant through independent means and without a breach of Consultant's duties to CNCA under this Agreement or otherwise; or (iv) pursuant to the order of a court or other tribunal with jurisdiction if Consultant has given CNCA adequate notice so that CNCA may contest any such process. Personally identifiable student information may only be used as necessary to meet Consultant's obligations in this Agreement.

10. Non-Disparagement. Consultant and CNCA mutually agree that, as of the date they sign this Agreement, Consultant will not, in communication with any person or entity whatsoever, or any third-party media outlet, Facebook, Twitter, LinkedIn, or other social media service or personal website, make any derogatory, disparaging, critical or negative statements, publications or comments, either written, oral or otherwise, referencing, relating to, about or regarding each other or any of either entity's current employees, officers, directors or members. Consultant and CNCA further agree that they will take all reasonable steps to prevent others from making such statements on their behalf. However, this section will in no way prevent Consultant or CNCA from testifying truthfully pursuant to an enforceable subpoena. It is understood and agreed that this is a material term of this Agreement and that any breach at all of this term shall constitute a material breach.

11. Non-Competition/Solicitation. All information about CNCA's employees, officers, members, directors, clients and affiliates that is not otherwise known to the public is Confidential Information. During Consultant's retention Consultant shall not directly or indirectly ask, induce, or encourage any employee(s) of CNCA to leave their employment with CNCA or solicit any employee(s) of CNCA for employment. During Consultant's retention Consultant shall not directly or indirectly solicit the business of any of CNCA's current or prospective clients with whom Consultant had contact during his/her relationship with CNCA or any clients with whom Consultant had contact during his/her relationship with CNCA using CNCA's Confidential Information. For example, Consultant shall not use Confidential Information acquired from appointments set by or on behalf of CNCA and use it for any benefit other than for CNCA. This section is intended to be construed as broadly as possible but in no way to limit Consultant's post-termination ability to conduct business. The sole purpose of this section is to protect CNCA's Confidential Information, which CNCA heavily invested time and resources into developing and acquiring.

12. General Provisions.

a. Non-Exclusive Agreement. This Agreement is not exclusive. Consultant shall be permitted to engage in other activities for other businesses during the term of this Agreement.

b. Successors and Assigns. The rights and obligations of CNCA under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of CNCA. Consultant shall not be entitled to assign any of his/her rights or obligations under this Agreement without the prior written consent of an authorized officer of CNCA, and any such assignment by Consultant without CNCA's prior written consent shall be void

c. Governing Law; Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of California. Venue to any action or proceeding arising out of this Agreement shall be in Los Angeles County, California.

d. Entire Agreement. This Agreement, including all attachments which are hereby incorporated by reference, reflect the only, sole, and entire agreement between the Parties relating in any way to the subject matter hereof. No statement, promise, or oral representations have been made which in any way form a part of or modify this Agreement. This Agreement is intended to replace and supersede any and all other agreements between the Parties, whether oral or in writing, relating to the subject matter of this Agreement.

e. Amendment/Modification. No amendment or modification of the terms or conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

f. Severability. Each term, condition, covenant, or provision of this Agreement shall be viewed as separate and distinct, and in the event that any, such term, covenant, or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue in full force and effect.

g. Waiver. A waiver by either party of a breach of any provision or provisions of this Agreement shall not constitute a general waiver or prejudice the other party's right otherwise to demand strict compliance with that provision or any other provisions in this Agreement.

h. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and delivered by overnight mail and/or by hand delivered to the last known address of Consultant or to the principal office of CNCA. To be effective, any notice to CNCA shall be directed to the attention of the CEO.

i. Counterparts. This Agreement may be executed in counterparts and, if so executed, each such counterpart shall have the force and effect of an original. A facsimile, scanned, and/or photographic signature shall have the same force and effect as an original signature



IN WITNESS HEREOF, by signing below the Parties hereto voluntarily enter into this Agreement and acknowledge that they have read and understand the terms set forth herein and agree to be bound thereby.

CAMINO NUEVO CHARTER ACADEMY

Dated: _____

Rachel Hazlehurst
Chief Academic Officer

CONSULTANT

Dated: _____

Sun Mi "Sunny" Min
Sunny Strategies Inc

ATTACHMENT A

SCOPE OF CONSULTING SERVICES

As per the contracted agreement with Camino Nuevo Charter Academy, Sunny Strategies, Inc. shall deliver the following services:

<i>Creating Talent Development Systems and Pipelines that Drive Instructional Excellence</i>				
Project	Value Proposition	Outcomes	Work Scope & Timeline	Project Fee
Avance Teacher Residency Program Leadership	Successful Implementation of the Teacher Residency Program's Year One of Implementation; Sustainable systems and programming for years to come; Blueprint for CNCA's new teacher development	<p><i>Building capacity in CNCA's teacher pipeline and piloting the methodology of new teacher development:</i></p> <ul style="list-style-type: none"> ● Mentor Teacher Development Scope & Sequence ● Resident Seminar Scope & Sequence ● Solidified partnership with LEAs and organizations ● Built Resident Learning & Performance Assessments ● Aligned partnership with LMU (coursework & clinical alignment) ● Codified credentialing pathways & programming ● Built instructional leadership capacity of the Teacher Residency Coach to lead the program 	<p>July 2023 - June 2024</p> <ul style="list-style-type: none"> ● Bi-weekly check-ins with CAO to ensure alignment of residency and leader pipeline with organizational priorities and vision ● Provide guidance and support to Teacher Residency Coach via Weekly check-ins and strategy meetings; Teacher Residency Coach will hold the following responsibilities with the support of Sunny: <ul style="list-style-type: none"> ○ Program Calendar, Planning, and Oversight ○ Year Two cohort recruitment strategy <ul style="list-style-type: none"> ■ Implementation ○ Resident Performance & Progress Monitoring (individual/cohort) <ul style="list-style-type: none"> ■ Liaise with LMU's Director of Teacher Residency on resident progress in coursework ■ Liaise with LMU's Fieldwork Instructors to transfer and utilize performance data collected ■ CSET & EDTPA support and oversight ○ The Resident Experience and Resident cohort cultivation (community building and setting up systems of support (ie. individual check-ins) <ul style="list-style-type: none"> ■ Institute check-in cadence & objectives ○ Weekly Resident Seminar Scope & Sequence Planning and Implementation ○ All logistics/admin/systems support ● Visioning and Alignment with LMU on Resident Performance and Progress Monitoring 	\$80k

			<ul style="list-style-type: none"> ○ Adhere to Resident Performance Assessment Systems ○ Coordinate with LMU Fieldwork Instructors and Coordinators ○ Set up and align systems/tools/process of Resident performance with LMU ○ Adapt LMU performance assessments to Avance’s High Priority Resident Practices ○ Pilot and codify performance assessments for Avance ● Mentor teacher Experience & Development <ul style="list-style-type: none"> ○ Design and Facilitation of monthly mentor PDs (Sept, Oct, Nov/Dec, Jan, Mar, Apr) ○ Provide in-person coaching/touchpoint prior in August ○ Collaborate with LMU Director of Residency to ensure alignment with coursework & resident data ○ Observe 3-4 mentoring sessions per mentor & provide coaching/ feedback ○ Collaborate with LMU Director of Residency to align resident coursework with the scope & sequence of mentor coaching ● Host School Partnership Leadership <ul style="list-style-type: none"> ○ Guidance / Oversight of Program adherence; roles & responsibilities for resident management and support <ul style="list-style-type: none"> ■ Including Semester 2 Resident Takeover Timeline Rollout and expectations ○ Set up mechanisms to gather MOY and EOY Partnership Satisfaction Data <ul style="list-style-type: none"> ■ Meeting/survey ■ Analyze data and make responsive adjustments ● Consortium Partnership Leadership <ul style="list-style-type: none"> ○ Provide guidance/oversight on Consortium Oversight of MOU <ul style="list-style-type: none"> ■ Fund distribution ■ Communication cadence ■ Adherence to MOU ○ Design & facilitate Fall convening (launch recruitment season & systems, revisit purpose & invest stakeholders) ○ MOY & EOY newsletters ○ Design and facilitate Winter convening (launch selection season and processes) ● Grant and Fund Administration <ul style="list-style-type: none"> ○ Work with Director of Development to ensure CDE reporting requirements are met and all grant expectations are adhered 	
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			<p>to</p> <ul style="list-style-type: none"> o Ensure SLT, principal, and Director of Finance understanding of financial obligations 	
Leadership Pipeline Programming	Build commitment to Camino Nuevo through investment and development of high priority leaders; develop readiness of leaders in their current and aspiring roles; alignment between leader role clarity with selection and hiring systems→ transparent hiring processes	<p><i>In partnership with the VP of Schools to invest in, develop, and retain high performing teachers and leaders:</i></p> <ul style="list-style-type: none"> ● Piloted and built CNCA’s Leadership pipeline program: <i>the Emerging Leaders Program</i> while building on and providing PD for APIs <ul style="list-style-type: none"> o Includes design and facilitation of PDs ● Development scope & sequence and codified resources in collaboration with VP of Schools ● Integration between leadership assessments with selection systems 	<p>July 2023 - May 2024</p> <ul style="list-style-type: none"> ● Institute a recruitment and selection strategy based on CNCA leader hiring needs ● Build selection process and criteria for <i>emerging leaders</i> and the start of the CNCA leader pipeline with alignment on CNCA school leader competencies ● Align with VP of Schools on draft CNCA competencies ● Design and facilitate monthly PDs (Sept, Oct, Nov/Dec, Jan, Feb, Mar, April) around instructional leadership (with inclusion of visionary leadership, adaptive leadership, and systems leadership) ● Cultivate a cohort pipeline program experience <ul style="list-style-type: none"> o Plan cohort community building events and trip(s) offsite including BOY program kickoff, MOY assessment and EOY showcase (May) (3) o Set up structures outside of PD to cultivate community and collaboration ● Bi-weekly check-ins with VP of Schools to monitor progress and ensure alignment leader development and performance management 	\$30k

ATTACHMENT B

Insurance Requirements

CNCA and PNEDG Insurance Requirements

Certificate of Insurance Requirements:

- Insurance provided by the Vendor/Contractor will be primary and any insurance of CNCA/PNEDG would be excess and non-contributory.
- CNCA/PNEDG shall be named as Additional Insured.
- Waivers of subrogation shall be provided to CNCA/PNEDG.
- CNCA/PNEDG will have no liability or responsibility to insurer of the Vendor/Contractor for payment of any deductible or retention.
- The Vendor/Contractor shall provide CNCA/PNEDG a certificate of insurance meeting the minimum requirements providing no less than thirty (30) days written of cancellation, non-renewal, or any change in limits of coverage.
- Coverage can be provided on a claim made policy form with confirmation that the retro date is prior to the signing of the contract and is maintained for a 3-year period after the completion of the contract. If the coverage is converted back to an occurrence policy form, then a tail policy shall be purchased by the vendor and maintained for a period of not less than 3 years with coverage confirmation provided to CNCA.

Workers Compensation:

- Workers Compensation statutory benefits as prescribed by the applicable State(s) where work is being performed.
- Employers Liability is in the amount no less than:
 - \$100,000 Each Accident
 - \$100,000 Disease Each Employee
 - \$500,000 Disease Policy Limit
- Waiver of Subrogation in favor of CNCA/PNEDG. WC (AOS) Waiver of our Right to Recover From Other Endorsement WC 00 03 13. WC (CA) Waiver of our Right to Recover From other Endorsement- California WC 04 03 06.

Commercial General Liability:

- Commercial General Liability (ISO Form CG 00 01 04/13) coverage including, but not limited to, General Liability, Products/Completed Operations Liability, Contractual Liability and Broad Form Property Damage Liability with the following limits:
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury and Advertising Injury Liability
 - \$1,000,000 Each Occurrence
- Waiver of Subrogation in favor of Contractor (CG 24 04 05 09 or its equivalent).
- Contractor shall be named as Additional Insured for Ongoing and Completed Operations CG2010 0704 and CG2037 0704 or their equivalent endorsements.

Abuse/Molestation Liability – required for person/vendors that are involved or have contact with children
\$1,000,000 Per occurrence or wrongful act
\$3,000,000 Policy limit

Educators Legal Liability – is a requirement for all parties having direct contact with children. A

Claims made policy is acceptable with confirmation of the retro date being prior to the signing of the contract and will be maintained for a period of not less than 3 years after the completion of the contract.

- \$1,000,000 Per claim or wrongful act
- \$3,000,000 Policy limit

Umbrella/Excess Liability (Recommended) – is a requirement for all parties having direct contact with children. The policy will need to be excess of all underlying coverage/policies with a minimum limit of \$1,000,000.

- \$1,000,000 Limit of Liability Each Occurrence