

**DR. NICK THE MATH GUY, LLC**



**CONTRACTOR AGREEMENT**

This Math Education Contractor Agreement (this “Agreement”) is made as of February 14, 2024, between Camino Nuevo Charter Academy (the “Client”) located at 3435 W. Temple Street Los Angeles, CA 90026, and DR. NICK THE MATH GUY, LLC., a California S Corporation (the “Contractor”) that Does Business As (DBA) in Los Angeles, California as “The Math Yogis.” Located at 5103 Onaknoll Avenue, Los Angeles, CA 90043.

1. **Contractor Relationship.** During the Term (as defined below) of this Agreement, Contractor will provide the Client tutoring for enrolled students as agreed upon in **Exhibit A** (including any notes incorporated by reference) (hereinafter collectively “Services”). Contractor represents they have the qualifications, the experience and the ability to properly perform the Services. Contractor shall use his best efforts to perform the Services such that the results are satisfactory.

2. **Fees.** As consideration for the Services to be provided by Contractor and other obligations, Camino Nuevo Charter Academy shall pay the Contractor \$128,000 as specified in **Exhibit A**. Payment is due within thirty (30) days of invoice.

3. **Expenses.** Contractor shall be responsible for his own expenses related to his Services.

4. **Term and Termination.**

(a) *Term.* The term of this Agreement shall last for as long as is agreed upon between Client and Contractor and memorialized in **Exhibit A** (or any Contractor notes attached thereto).

(b) *Termination (Material Breach).* Either Party may terminate this Agreement with no further obligations to the other, by delivering written notice of termination to the other Party, only if there is a material breach of the terms herein, and such breach has not been cured within five (5) calendar days after written notice thereof.

(c) *Effect of Termination -Notwithstanding Contractor Refund & Cancellation Policy stated in Section 2.1,* after the termination of this Agreement or the expiration of the Term, the Client shall pay the Consultant for any portion of the Services that have been performed prior to the termination in accordance with Consultant’s hourly rate stated in **Exhibit A**.

5. **Independent Contractor.** The parties are independent contractors. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or employment relationship between the parties.

6. **Method of Provision of Services.** Contractor shall be solely responsible for determining the method, details and means of performing the Services. Contractor may, at his own expense, employ or engage the services of such employees (tutors), subcontractors, partners or agents, as he deems necessary to perform the Services (collectively, the “Assistants”). The Assistants are not and shall not be employees of Dr. Nick the Math Guy LLC., and Contractor shall be wholly responsible for the professional performance of the Services by the Assistants such that the results are satisfactory to Dr. Nick.

(a) *No Authority to Bind Dr. Nick the Math Guy LLC.* Client acknowledges and agrees that Contractor and his Assistants have no authority to enter into contracts that bind Dr. Nick or create obligations on the part of Dr. Nick without the prior written authorization of Dr. Nick the Math Guy LLC.

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(b) *No Benefits.* Client acknowledges and agrees that Contractor and his Assistants shall not be eligible for any Dr. Nick the Math Guy LLC employee benefits and, to the extent Contractor otherwise would be eligible for any Dr. Nick employee benefits but for the express terms of this Agreement, Contractor (on behalf of himself and his employees) hereby expressly declines to participate in such Dr. Nick the Math Guy LLC. employee benefits.

(c) *Withholding; Indemnification.* Contractor shall have full responsibility for applicable withholding taxes for all compensation paid to Contractor or his Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including state worker's compensation insurance coverage requirements and any U.S. immigration visa requirements. Contractor agrees to indemnify, defend and hold Dr. Nick harmless from any liability for, or assessment of, any claims or penalties with respect to such withholding taxes, labor or employment requirements, including any liability for, or assessment of, withholding taxes imposed on Dr. Nick by the relevant taxing authorities with respect to any compensation paid to Contractor or his Assistants.

7. **Supervision of Contractor's Services.** All of the services to be performed by Contractor, including but not limited to the Services, will be as agreed between Client and Dr. Nick the Math Guy LLC. Client will be required to report to Dr. Nick concerning the Services performed under this Agreement. The nature and frequency of these reports will be left to the discretion of both parties.

8. **Non-Circumvent.** Notwithstanding anything to the contrary in this Agreement, Client agrees any transaction or disclose any trade secret information that will interfere with, or deprive The Contractor of the business opportunities disclosed pursuant to this Agreement.

9. **Confidential Information.** During the Term and for an indefinite period of time thereafter, all proprietary and confidential business, marketing, technical, and/or other information, disclosed to a Party (the "Receiving Party") by the other (the "Disclosing Party") hereunder, which the Receiving Party should reasonably have known to be confidential information at the time of disclosure or which is marked as "confidential" at the time of disclosure, or, if disclosed or obtained orally or visually (or otherwise in a non-written form), which was described by summary in writing or otherwise in a tangible form by the Disclosing Party as confidential and forwarded to the Receiving Party within thirty (30) days of such disclosure (collectively, "Confidential Information"), shall be deemed to be confidential and shall be treated as such by the Receiving Party and shall not be disclosed or used in all or in part by the Receiving Party to any third Person, except as expressly permitted by this Agreement and shall be used only for the purposes of this Agreement. The mutual obligations of confidentiality under this Section 9 shall not apply to any information to the extent that such information is:

- independently developed by such Party as documented by prior written records outside the scope and not in violation of this Agreement;
- legally in the public domain at the time of its receipt or thereafter legally becoming part of the public domain through no fault of the Receiving Party;
- received without an obligation of confidentiality from a Person having the right to disclose such information; or
- released from the restriction of this Section 9 by the expressed written consent of the Disclosing Party.

10. **Conflicts with this Agreement.** Contractor represents and warrants that neither Contractor nor any of his Assistants is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Contractor represents and warrants that Contractor's performance of all the terms of this Agreement will

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not breach any agreement to keep in confidence proprietary information acquired by Contractor in confidence or in trust prior to commencement of this Agreement. Contractor warrants that Contractor has the right to disclose and/or use all ideas, processes, techniques and other information, if any, which Contractor has gained from third parties, and which Contractor discloses to Dr. Nick or uses in the course of performance of this Agreement, without liability to such third parties. Notwithstanding the foregoing, Contractor agrees that Contractor shall not bundle with or incorporate into any deliveries provided to the Dr. Nick the Math Guy LLC. herewith any third-party products/rights, intellectual property, ideas, processes, or other techniques, without the express, written prior approval of Dr. Nick the Math Guy LLC. Contractor represents and warrants that Contractor has not granted and will not grant any rights or licenses to any intellectual property that would conflict with Contractor's obligations under this Agreement. Contractor will not knowingly infringe upon any copyright, trademark, trade secret, patent or other property right of Dr. Nick the Math Guy LLC., former employer or third party in the performance of the Services.

11. **Insurance.** Contractor shall, at its own expense, procure and maintain at all times it performs any portion of the tutoring.

a) *Commercial General Liability and Automobile Liability Insurance.* Commercial General Liability Insurance and Automobile Liability Insurance that shall protect **Contractor, Client,** and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments. 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 Tutoring. In accordance with provisions of section 3700 of the California Labor Code, **Contractor** shall be required to secure workers' compensation coverage for its employees.

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 **the client.**

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.

### Limits of Insurance

- i. *Commercial General Liability Insurance:* \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; \$2,000,000 general aggregate.
- ii. *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.
- iii. *Professional Liability (Errors and Omissions) Insurance:* \$1,000,000 single limit per claim; \$1,000,000 general aggregate.
- iv. *Sexual Abuse & Molestation Insurance.* \$1,000,000 per occurrence or unlawful act; \$3,000,000 general aggregate/policy limit

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12. **Miscellaneous.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of California, without giving effect to principles of conflicts of law.

(b) **Binding Mediation.** The Parties shall attempt in good faith to resolve any dispute arising under this Agreement. If the Parties are unable to resolve the dispute within a reasonable period, then the dispute shall be finally settled by binding mediation in Los Angeles, California in accordance with the Commercial Rules of the American Arbitration Association. The cost for mediation shall initially be split evenly among the parties. The mediation shall be conducted by one mediator appointed in accordance with said rules. The mediator shall apply California law to resolve any dispute. The award rendered by the mediator may include costs of mediation, reasonable attorneys' fees, and costs for witnesses. Judgment on the award rendered by the mediator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the Parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel mediation, in accordance with this paragraph, without breach of this mediation provision.

(c) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(d) **Amendments and Waivers.** No modification of or amendment to this Agreement, nor **any** waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

(e) **Successors and Assigns.** No party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the other party.

(f) **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Contractor's records.

(g) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(h) **Construction.** This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

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(i) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

(j) **Electronic Delivery.** The Parties agree to deliver any documents related to this Agreement or any notices required by applicable law by email or any other electronic means. The Parties hereby consent to (i) conduct business electronically; (ii) receive such documents and notices by such electronic delivery; and (iii) sign documents electronically and agrees to participate through an on-line or electronic system established and maintained by a third party mutually agreed to by the Parties.

The parties have executed this Agreement as of the date first written above.

**DR. NICK THE MATH GUY, LLC**

By: \_\_\_\_\_

Print Name/Title: Neeraj Satyal, Principal Contractor/CEO

Date: \_\_\_\_\_

**Camino Nuevo Charter Academy**

By: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**

**DESCRIPTION OF  
CONTRACTOR SERVICES**

Contractor shall provide the following Services at a minimum cost of \$121,000 to the services below.

INITIALS: \_\_\_\_\_

**Crunch Time Math Tutoring Work Order - Camino Nuevo Charter Academy**

Camino Nuevo Charter Academy – Burlington Campus -110 hours Camino Nuevo Charter Academy #3 – Jose A. Castellanos Campus – 110 hours Camino Nuevo Charter Academy #3 – Jane B. Eisner Campus – 110 hours			
Work Description	Rate for Each School	Number of Schools	Total
Two tutors a session. Groups of 4 – 8 students.	\$24,000	3	\$72,000
Insurance, Compliance, Legal, On-Site Supervision, and Risk Management	\$6650	3	\$19,950
<b>Subtotal</b>	<b>\$30,650</b>		<b>\$91,950</b>
Camino Nuevo Charter Academy #4 – Sandra Cisneros Campus -- 60 hours Camino Nuevo High School #2 – Dalzell Lance Campus – 60 hours			
Work Description	Rate for each school	Number of Schools	Total
Two tutors a session. Groups of 4 – 8 students.	\$14,000	2	\$28,000
Insurance, Compliance, Legal, On-Site Supervision, and Risk Management	\$4025	2	\$8050
<b>Subtotal</b>	<b>\$18,025</b>		<b>\$36,050</b>
<b>FINAL TOTAL COST</b>			<b>\$128,000</b>