



Camino Nuevo Charter Academy

INDEPENDENT CONTRACTOR AGREEMENT

I. This Independent Contractor Agreement (hereinafter called “Agreement”) is dated this **18** day of **June**, 2024, by and between Camino Nuevo Charter Academy (hereinafter called “**CNCA**”), located at 3435 W Temple Street, and Tinker the Robot (hereinafter called “**Contractor**”), located at 2438 San Gabriel Blvd, Suite C, Rosemead, CA 91770.

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

Attachment A - Description of Tinker the Robot – (MUST BE COMPLETED AND ATTACHED TO THIS DOCUMENT)

Contractor hereby verifies that it is specially trained or experienced and competent to provide the Tinker the Robot 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 June 24, 2024 and will be completed by June 20, 2025. **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 Tinker the Robot provided, **Contractor** will submit invoices once per semester in December 2024 and June 2025 and will be paid at the rate of **\$188,950.00** per year. The total contract amount will not exceed **\$188,950.00**. 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 Tinker the Robot 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 Tinker the Robot the following insurance with minimum limits equal to the amounts indicated below.

1) **Minimum Scope of Insurance**

- 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 Tinker the Robot. (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 Tinker the Robot. 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 Tinker the Robot 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 Tinker the Robot.
- 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) Minimum Limits of Insurance

- 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 Tinker the Robot provided.
- 3) Claims-Made Forms: 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) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CNCA.
- 5) Other Insurance Provisions: 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 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) Self-Insured Entities: 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.
- 7) 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 Tinker the Robot 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 Tinker the Robot as indicated or specified. If **Contractor** observes that the Tinker the Robot 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 Tinker the Robot 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 Tinker the Robot 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 Tinker the Robot 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) For Cause: **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 Tinker the Robot 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) Without Cause by CNCA: **CNCA** may, at any time, with or without reason, terminate this Agreement and compensate **Contractor** only for the Tinker the Robot 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 parties 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 Tinker the Robot
- ☐ 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 X Yes ☐ No):

Contractor / Agency Name: Tinker the Robot

Address: 2438 San Gabriel Blvd., Suite C
Rosemead, CA 91770

Contractor's Contact Person: Kay Yang

Title: CEO

Telephone: 626-780-8117 **e-mail:** kay@tinkertherobot.com

Signature: _____ **Date:** _____

CAMINO NUEVO CHARTER ACADEMY

By Chief Executive Officer / Designee: Adriana Abich

Signature: _____ **Date:** _____

	<div> <div>Camino Nuevo Charter Academy</div> <div> <div>Camino Nuevo Charter Academy</div> <div>INDEPENDENT CONTRACTOR AGREEMENT</div> <div>Attachment A</div> </div> </div>
---	---

This document is an attachment to and made a part of, the Camino Nuevo Charter Academy (“CNCA”) Independent Contractor Agreement, between CNCA and Tinker the Robot (“**Contractor**”) for the period June 24, 2024 to June 20, 2025, for Tinker the Robot.

Indicated below is the specific description of the Tinker the Robot 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 Tinker the Robot8 TO BE PROVIDED:
 [INSERT DETAILED DESCRIPTION OF SERVICES/PROGRAM TO BE PROVIDED UNDER THIS CONTRACT]



Camino Nuevo Charter Academy
2024-2025 Academic Year After School Program

Description	Estimated Cost
Burlington Grade Bands Served - K to 2 - 3 to 5 - 6 to 8	Summer Program - 9 Sessions @ \$500/hr K-2 Program - 24 Sessions @ \$500/hr 3-5 Program - 24 Sessions @ \$500/hr 6-8 Program - 24 Sessions @ \$650/hr Total - \$55,800
Castellanos Grade Bands Served - K to 2 - 3 to 5	Summer Program - 6 Sessions @ \$500/hr K-2 Program - 22 Sessions @ \$500/hr 3-5 Program - 22 Sessions @ \$500/hr Total - \$25,000
Cisneros Grade Bands Served - K to 2 - 3 to 5 - 6 to 8	Summer Program - 9 Sessions @ \$500/hr K-2 Program - 12 Sessions @ \$500/hr 3-5 Program - 11 Sessions @ \$500/hr 6-8 Program - 12 Sessions @ \$650/hr Total - \$29,650
Eisner - 6 to 8 Grade Bands Served - 6 to 8	Summer Program - 3 Sessions @ \$500/hr 6-8 Design Challenge Program - 20 Sessions @ \$500/hr 6-8 Robotics - 24 Sessions @ \$650/hr Total - \$38,800
Kayne Siart Grade Bands Served - K to 2 - 3 to 5 - 6 to 8	Summer Program - 9 Sessions @ \$500/hr K-2 Program - 17 Sessions @ \$500/hr 3-5 Program - 17 Sessions @ \$500/hr 6-8 Program - 16 Sessions @ \$650/hr Total - \$39,700
TOTAL	\$188,950.00



Camino Nuevo Charter Academy 2024-2025 Academic Year After School Program Description

Program Description - Design Challenge Summer

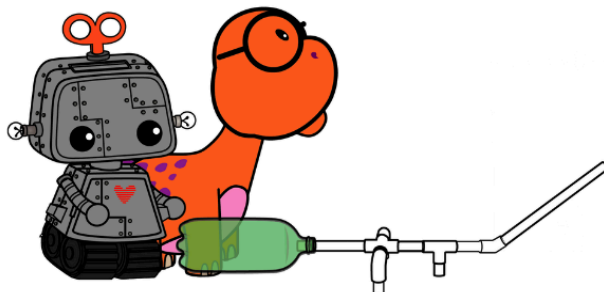
- Grade Bands - K to 2, 3 to 5, 6 to 8
- 3 Weeks
- Session meets once a week
- 20 to 25 Students (aka Tinkerers) each Session
- Tinkerers are introduced to one branch of Engineering each Session
- Tinkerers will have hands-on sessions where they build
- Tinkerers will take their build home each session

Program Description - Engineering Design Challenge

- Grade Bands - K to 2, 3 to 5, 6 to 8
- Fall & Spring Program
- 5 Campuses - Castellanos, Kayne Siart, Burlington, Cisneros. Eisner
- Session meets once a week
- 20 to 25 Students (aka Tinkerers) each Session
- Tinkerers are introduced to one branch of Engineering each Session
- Tinkerers will have hands-on sessions where they build
- Tinkerers will take their build home each session

Program Description - Robot Build Series

- Middle School Program
- Fall & Spring Program
- 4 Campuses - Kayne Siart, Burlington, Cisneros. Eisner
- Session meets once a week
- Up to 14 Students (aka Tinkerers) each Session
- Tinker the Robot Instructor facilitated Sessions
- Tinkerers are introduced to Robotics through 4 branches of Engineering
- Tinkerers will have hands-on sessions where they build
- All materials included



Tinker the Robot
2438 San Gabriel Blvd, Suite C
Rosemead, CA 91770
626.780.8117

Vendor Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification

In accordance with California fingerprint and criminal background clearance, TB risk assessment/clearance requirements, and credentialing requirements per Education Code sections 45125.1 et seq., 49406, and 47605(l)

With respect to the Agreement/Contract (Number _____) between _____ ("CHARTER SCHOOL") and the individual, company, or contractor _____ ("VENDOR") for provision of services.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.

CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

- ☐ A. The VENDOR hereby certifies to the CHARTER SCHOOL's Governing Board that it has completed the criminal background check requirements of California Education Code (Ed. Code) section 45125.1, that it has determined that none of its employees that may come into contact with CHARTER SCHOOL students has been convicted of a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section 1192.7(c), and that the VENDOR requests and receives subsequent arrest notifications for all such employees from the California Department of Justice to ensure ongoing safety of students.
- ☐ B. The VENDOR hereby certifies to the CHARTER SCHOOL Governing Board that it has required and verified that all employees who may have frequent or prolonged contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis as required in Ed. Code section 49406. VENDOR requires all new employees to provide VENDOR with certificate of tuberculosis clearance dated within the 60 days prior to initial employment. VENDOR maintains current TB clearances for all such employees.
- ☐ C. The VENDOR hereby certifies to the CHARTER SCHOOL Governing Board that it has required and verified that all VENDOR employees whose assignment at the CHARTER SCHOOL requires a teaching or substitute credential or license holds a current, valid credential or license appropriate for the assignment as required by Ed. Code section 47605(l).

List below, or attach, the name and other information for each vendor employee for whom VENDOR has successfully completed the requisite fingerprinting and criminal background check, TB risk assessment/clearance, and credential verification (if applicable), in accordance with the provisions above.

Name of Employee	Date of Criminal Background Clearance Determination	TB Expiration Date	Credential(s) Type and Expiration Date(s)
John Example	07/23/2020	07/23/2024	MSTC 07/01/2020


WAIVER JUSTIFICATION:

- ☐ D. The VENDOR 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) permitted by Ed. Code section 45125.1 et seq.
 - ☐ The VENDOR and its employees will NOT have any interaction with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. [Ed. Code § 45125.1(a).]
 - ☐ The VENDOR, which will be providing for construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the VENDOR may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods: [Ed. Code § 45125.2 (a).]

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 VENDOR by an employee of the VENDOR who has not been convicted of a serious of violent felony as ascertained by the DOJ
- ☐ 3) Surveillance of employees of the VENDOR by school personnel
- ☐ The services provided by the VENDOR and its employees 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. [Ed. Code § 45125.1(b).]

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 VENDOR'S sole responsibility to maintain, update, and provide the CHARTER SCHOOL with current and complete information along with the employee list, throughout the duration of services provided by VENDOR.



Authorized Vendor Signature

Printed Name

Title

Date

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. the Letter K Corp	
	2 Business name/disregarded entity name, if different from above Tinker the Robot	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 2438 San Gabriel Blvd, Suite C	Requester's name and address (optional)
	6 City, state, and ZIP code Rosemead, CA 91770	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
4	7	-	3	8	4	9	4	4	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► July 27, 2023
-----------	--	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 500 N Brand Boulevard, Suite 100 Glendale CA 91203	CONTACT NAME: Brenda Aldape PHONE (A/C, No, Ext): 818-539-8602 E-MAIL ADDRESS: Brenda_Aldape@ajg.com	FAX (A/C, No): 818-539-8702
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Ohio Security Insurance Company		24082
INSURER B : Underwriters at Lloyd's London		15792
INSURER C : Scottsdale Insurance Company		41297
INSURER D :		
INSURER E :		
INSURER F :		

License#: 0D69293
THELETT-01**COVERAGES****CERTIFICATE NUMBER:** 1228862204**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPS7622533	7/19/2023	7/19/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ \$
C	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPS7622533	7/19/2023	7/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	XWS (24) 64 95 12 54	7/19/2023	7/19/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Abuse	Y	Y	B0621PLETT000522	8/11/2022	8/11/2023	Limit Aggregate \$ 1,000,000 \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named additional insured with respect to the operations of the named insured. Waiver of Subrogation on General Liability and Worker Compensation applies in favor of certificate holder. Written notice shall be provided at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Endorsement to Follow.

CERTIFICATE HOLDER**CANCELLATION**Camino Nuevo Charter Academy
3435 W. Temple St,
Los Angeles, CA 90026

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.