

**EXCEL ACADEMY CHARTER SCHOOLS**  
**INDEPENDENT EXCEL ACADEMY CHARTER SCHOOLS**  
**(EACS) CONTRACT SERVICES AGREEMENT**

**GENERAL INFORMATION:**

EACS: Excel Academy Charter Schools

EACS Contact Person: Heidi Gasca

Motivated Youth Academy (MYA) Contact Person: Bill Dobson

This Independent Excel Academy Charter Schools (EACS) Services Agreement (“Agreement”) is made and entered into effective **10/16/2023** by and between the EACS and Motivated Youth Academy (MYA).

1. EACS Services. The contractor agrees to provide temporary assistance, support, and guidance, in a professional advisory capacity, to MYA’s operations. The parties anticipate that EACS will provide these services approximately **1.5 hours per month not to exceed 15 hours between 10/16/2023 - 06/30/2024.**
2. EACS Qualifications. EACS represents that it has in effect all licenses, permissions, and has otherwise all legal qualifications to perform the Agreement.
3. Term. The Agreement shall begin on **10/16/2023**, and terminate on **06/30/2024**. The total amount payable will not exceed **\$750.00**. There shall be no extension of the Agreement without express written consent of all parties.
4. Payment. MYA agrees to pay EACS at the rate of **\$47.56** per hour. Checks will be made payable to Excel Academy Charter Schools. Payments shall be limited to the amount written in this paragraph. MYA agrees to pay EACS within thirty (30) days of receipt of a detailed invoice.
5. Incidental Expense. MYA shall be responsible for all expenses associated with the Agreement, including lodging, meals, travel, supplies, and other incidental expenses incurred unless otherwise agreed to in advance for specific activities.
6. Conflict of Interest. EACS does not have, or anticipate having, any interest in real property, investments, business interests in or income from sources which would provide EACS or his spouse with personal financial gain as a result of any recommendation, advice or any other action taken by EACS during the rendition of services under this Agreement.
7. Termination of Agreement. Either MYA or EACS may terminate this Agreement at any time for any reason upon written notice. In the event of early termination, EACS shall be paid for satisfactory work performed prior to the date of termination. The MYA may then proceed with the work in any manner the MYA deems appropriate.
8. Indemnity. The MYA shall defend, indemnify, and hold harmless the EACS and its agents, employees, Board of Directors, members of the Board

of Directors, from and against claims, damages, losses, and expenses (included, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of the contract (including, but not limited to) the MYA's use of the site; the EACS's completion of the duties under the contract; injury to or death of persons or damage to property or delay or damage to the EACS, its agents, employees, Board of Directors, members of the Board of Directors, for any act, omission, negligence, or willful misconduct of the MYA or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

9. Independent EACS Status. While engaged in carrying out the terms and conditions of the Contract, the EACS is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the MYA.
10. Worker's Compensation Insurance. EACS agrees to provide all necessary workers' compensation insurance of EACS's employees, if requested by MYA.
11. Taxes. EACS agrees that EACS has no entitlement or any future work from the MYA or to any employment or fringe benefits from the MYA. Payments to the EACS pursuant to this Agreement will be reported to Federal and State taxing authorities as required. MYA will not withhold any money from compensation payable to EACS. In particular, MYA will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. EACS is independently responsible for the payment of all applicable taxes.
12. Assignment. The EACS shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the MYA.
13. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
14. Amendments. The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court of California.
16. Binding Effect. This Agreement shall insure to the benefit of and shall be binding upon the EACS and the MYA and their respective successors and assigns.
17. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company for whom it was intended, or if delivered at or sent by

registered or certified mail to the last business address known to the person who gives notice.

18. MYA: Bill Dobson      EACS: Heidi Gasca
19. Non-Discrimination. It is the policy of the MYA that there shall be no discrimination against any of EACS's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the EACS agrees to comply with applicable federal and California laws.
20. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. EACS agrees that it shall comply with all legal requirements for the performance of its duties under this Agreement and that failure to do so shall constitute material breach.
21. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, not explained or supplemented by evidence of consistent additional terms.
22. Execution of Other Documents. The parties to the Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
23. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
24. **Board Approval. The effectiveness of this Agreement is contingent upon the approval of the Excel Academy Charter Schools and Motivated Youth Academy Board of Directors.**

Executed at Irvine, California, on the date and year first written above.

MOTIVATED YOUTH ACADEMY

EXCEL ACADEMY CHARTER  
SCHOOL

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

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

Name: Bill Dobson

Name: Heidi Gasca