

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into and made effective on March 19, 2024 (“Effective Date”), by and between Navigator Schools (“NAVIGATOR”), a California nonprofit public benefit corporation, whose principal place of business is 650 San Benito Street, Ste. 230, Hollister, CA 95023, and Apeira Revenue Solutions (“Contractor”, sometimes collectively referred to with NAVIGATOR as the “Parties”), whose principal place of business is 28195 Summit Drive, Novi, MI 48377, tel: (713) 677-1377.

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. **Services.** During the Term (as defined in Section 2.2 below) of this Agreement, Contractor agrees to provide services to NAVIGATOR as described in **Exhibit A** attached hereto (the “Services”). Contractor will perform the Services in a diligent, careful, thorough, and professional manner consistent with customary practice and in compliance with applicable law. Contractor may use Contractor’s employees or subcontractors to perform the services under this Agreement, subject to the conditions set forth in Section 5, 6, and 7, below.

2. **Compensation and Term.**

2.1 Contractor shall perform the Services at the rate of \$80,000.00, as set forth in Section 3, below. NAVIGATOR will reimburse Contractor for reasonable out-of-pocket expenses incurred by Contractor in connection with performance of the Services at cost (unless otherwise specified in **Exhibit A.**) Contractor must obtain NAVIGATOR prior written authorization for any expenses that equal \$100.00 (one hundred dollars and no cents) or more.

2.2 The term of this Agreement will begin on the Effective Date and will terminate on June 30, 2024 (“Term”). Either party may provide notice of termination of this Agreement at any time and for any reason with thirty (30) days prior written notice to the other party. This Agreement may be terminated by either party for cause on the occurrence of any of the following events or with five (5) days prior written notice to the other party: (a) the bankruptcy or insolvency of either party; (b) the sale of business of either party, subject to Section 8.7 herein; (c) the death or dissolution of Contractor; (d) Contractor is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities pursuant to Title 2 of the Code of Federal Regulations Part 200; (e) breach of any term or condition in this Agreement; or (f) any other reason in NAVIGATOR’S sole and unfettered discretion that renders Contractor’s ability to perform services impractical or inconsistent with NAVIGATOR operation of California public charter schools. Upon termination, no further performance, including payment pursuant to Section 2 and its subsections above, will be required of either party, except that NAVIGATOR must pay any fees due for authorized services rendered and for authorized expenses specified in **Exhibit A.**

3. **Invoices and Payment.** NAVIGATOR shall make payment to Contractor, as follows: payable as follows: (a) \$20,000.00, on or before April 15, 2024; (b) \$20,000.00, on or before May 15, 2024; (c) \$20,000.00, on or before June 15, 2024; and (d) \$20,000.00, on or before July 15, 2024. NAVIGATOR reserves the right to dispute invoice entries pursuant to Section 8.4, below. Contractor has submitted EIN number on Exhibit A.

4. **Intentionally Omitted.**

5. **Proprietary Information.**

5.1 Contractor acknowledges that, in connection with providing the Services under this Agreement, Contractor may have access to and use of NAVIGATOR' proprietary, confidential and trade secret information. The information furnished by NAVIGATOR for use by Contractor is confidential to the fullest extent allowable by law. Proprietary and/or trade secret information of NAVIGATOR is the property of NAVIGATOR and includes, but is not limited to, information concerning NAVIGATOR's employees, students, vendors, and independent contractors, and to any other information reasonably understood to be confidential or proprietary to NAVIGATOR ("Proprietary Information".)

5.2 Contractor will maintain in confidence, and will cause its employees and subcontractors to maintain in confidence, and it will not, directly or indirectly, disclose or use, and cause its employees and subcontractors to not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information, except to the extent necessary to perform the Services. Upon termination of this Agreement, or at the request of NAVIGATOR before termination, Contractor will deliver to NAVIGATOR all Proprietary Information that is in Contractor's possession or under Contractor's control.

6. **Protected Information.**

6.1 **Student Information.** If Contractor shall have access to student education records ("Student Records") that may contain information in the form of personally identifiable information ("PII"), Contractor acknowledges that pursuant to the Family Educational Rights and Privacy Act 20 U.S.C. §1232g, and its implementing regulations 34 C.F.R. Part 99 ("FERPA"), it will be designated as a "school official" with "legitimate educational interests" in the Student Information and PII and agrees to abide by all associated FERPA requirements, including but not limited to, use of the Student Information or PII for the purpose of fulfilling its duties under this Agreement. Contractor will not use or disclose, and will cause its employees and subcontractors to not use or disclose, Student Information or PII, except as necessary to perform the Services or as required by law.

6.2 **Health Information.** Contractor acknowledges that, from time to time during the Term of this Agreement, Contractor may acquire or have access to Protected Health Information (as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and rules promulgated thereunder (the "HIPAA Rules") of NAVIGATOR students ("PHI"). Contractor will not use or disclose, and will cause its employees and subcontractors to not use or disclose, PHI, except as necessary to perform the Services or as required by law.

7. **Contractor's Representations and Warranties.** Contractor represents and warrants that (a) Contractor has the qualifications, licenses (if required by law) and ability to perform the Services in a competent and professional manner; (b) should Contractor provide services to NAVIGATOR students, Contractor shall adhere to all applicable law and NAVIGATOR policies, including, but not limited to, certifying compliance with the requirements of California Education Code Section 45125.1 et seq., and shall fill out and return the Criminal

Background Check and Tuberculosis Clearance Certification, on an annual basis, attached hereto as **Exhibit B**; (c) Contractor shall keep its staff/volunteer roster current and shall update NAVIGATOR as soon as practicable upon any changes, additions, or renewed clearances; (d) should Contractor provide services at NAVIGATOR school sites, Contractor's employees shall adhere to the school site's policy regarding signing in and out upon entry and exit, respectively; and (e) Contractor's personnel that currently serve or will serve NAVIGATOR students are trained, and accept full responsibility, to act as mandated child abuse reporters pursuant to California law, including, but not limited to, the Child Abuse and Neglect Reporting Act (Cal. Penal Code § 11164 et seq.)

8. **General Provisions**

8.1. **Relationship of Parties.** Contractor is an independent contractor retained by NAVIGATOR to provide the Services and represents that it is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services. Contractor is not an agent, partner, principal, or employee of NAVIGATOR and has no authority to bind NAVIGATOR by contract or otherwise and shall be free from the control and direction of NAVIGATOR in connection with the performance of the Services. Contractor has the sole right to control and direct the means, manner and method by which the Services required by this Agreement will be performed. Contractor shall furnish all materials, equipment, and supplies used to provide the Services required by this Agreement. Contractor shall not be entitled to any benefits accorded to NAVIGATOR's employees, including, but not limited to, vacation time, sick time, PTO time, worker's compensation, or disability.

8.2. **Contractor's Representations.** Contractor hereby represents that: (a) they are free from the control and direction of NAVIGATOR in connection with the Services hereunder, both under this Agreement for the performance of Services and in fact; (b) Contractor is performing services that are outside of the usual course of NAVIGATOR'S business which is the operation of California public charter schools; and (c) Contractor is routinely doing work in an independently established trade, occupation, or business that is of the same type as the Services being performed hereunder.

8.3. **Choice of Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles. Any legal proceeding to interpret or enforce this Agreement will be brought in Santa Clara County, California. Each party acknowledges, consents and agrees to venue and jurisdiction in Santa Clara County, California.

8.4. **Attorneys' Fees.** In the event arbitration, suit, or action is instituted to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party all costs of suit, including reasonable attorney's fees, in addition to all other sums allowed by law.

8.5. **Resolution of Disputes.** In the event of any dispute, the Parties shall use good faith efforts to settle the dispute and shall negotiate with each other to attempt to reach a solution satisfactory to each party. If the Parties do not reach such a solution within (60) days, then Parties shall try to resolve the dispute by mediation in Santa Clara County, California with costs

to be shared equally by the Parties. If mediation is unsuccessful, the Parties agree to submit the dispute to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules before a single arbitrator in Santa Clara County, California. The arbitrator will have the authority to assess arbitration costs and expenses against either or both parties. The decision in the arbitration will be binding on all parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.

8.6. **Indemnification.** Contractor shall hold NAVIGATOR and NAVIGATOR's directors, officers, employees, agents, and volunteers harmless from, and indemnify each of them from and against, any and all claims, losses, damages, liabilities, penalties, fines, costs, expenses, and attorney's fees, arising out of or related to the provision of Services hereunder, except to the extent caused by the willful conduct or sole negligence of a NAVIGATOR director, officer, employee, agent, or volunteer. This provision shall survive the termination of this Agreement.

8.7. **Insurance.** Contractor shall procure and maintain general liability insurance covering all activities of Contractor's personnel performing Services hereunder with coverage of not less than one million dollars (\$1,000,000) for any incident and one million dollars (\$1,000,000) annual aggregate per incident. Coverage must include abuse and molestation insurance. Contractor shall name NAVIGATOR as an additional insured and shall provide NAVIGATOR with a Certificate of Insurance showing such status prior to commencing Services.

8.8. **Miscellaneous.** Neither party will assign or otherwise transfer this Agreement in whole or in part without the prior written consent of the other party; provided, however, that NAVIGATOR may, without the consent of Contractor, assign this Agreement in connection with a merger or other similar change of control. This Agreement, including any and all exhibits and amendments, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede any and all other oral and written understandings or agreements. No waiver of any provision of this Agreement will be deemed a waiver of any other provision, nor will any waiver constitute a continuing waiver. Any amendment to this Agreement must be executed, in writing, by each party. In the event that a court of competent jurisdiction holds any term or provision of this Agreement invalid, void, or unenforceable, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any notice or other communication given or made under this Agreement will be in writing and will be delivered personally or by a nationally recognized overnight courier (prepaid, specifying next-day delivery), addressed each Party as per their respective addresses as listed. Notice shall be deemed effective upon delivery. Either party shall be excused from performance, without penalty, for delay in, or failure of, performance if such delay or failure is caused by force majeure. "Force majeure" means an occurrence that is beyond the control of the party affected, including but not limited to, fire, earthquake, strike, civil disorder, war, pandemics, and quarantines. This Agreement may be executed in counterparts and together constitute one instrument. Counterparts may be delivered to a party by scan/email and shall be considered an original signature.

[Signatures to Follow on Next Page]

Date: 3/19/24

“CONTRACTOR”

Susanna A Crafton
By: Susanna Crafton
Its: Member

Date: _____

“NAVIGATOR”

By:
Its:

Exhibit A

Please see attached.

Exhibit B

**Contractor 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)

TO CONTRACTOR: PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.

CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

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

WAIVER JUSTIFICATION:

- D. CONTRACTOR 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 Education Code Section 45125.1 et seq.
- CONTRACTOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
- CONTRACTOR, which will be providing construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the CONTRACTOR may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods: [Education Code Section 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 CONTRACTOR by an employee of CONTRACTOR who has not been convicted of serious or violent felony ascertained by the DOJ
- 3) Surveillance of employees of the CONTRACTOR by school personnel
- The services provided by the CONTRACTOR 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. [Education Code Section 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form is accurate. I understand that it is the CONTRACTOR'S sole responsibility to maintain, update, and provide the NAVIGATOR with current and complete information along with the employee list, throughout the duration of services.

Susanna A Crafton Susanna Crafton member 3/19/24
Authorized Contractor Signature Printed Name Title Date