

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
NORTH VALLEY MILITARY INSTITUTE AND DAVID TOKOFSKY**

THIS INDEPENDENT AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into as of the date below by and between the Board of Directors (“Board”) of North Valley Military Institute (“NVMI”), a California Non-Profit Public Benefit Corporation and **David Tokofsky** (hereinafter referred to as “consultant”).

RECITALS

WHEREAS, NVMI is a corporation, organized and operating exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, NVMI is authorized pursuant to its Articles of Incorporation and By-Laws to contract for the services of the consultant to provide administrative services; and

WHEREAS, NVMI desires to contract with the consultant to provide Enrollment consultant services; and

WHEREAS, the consultant and NVMI agree to the following scope of work for the consultant:

Consultant will advocate with the Los Angeles Unified School District (LAUSD) senior leadership (including the Superintendent, local district leadership and other senior LAUSD leaders) and governing board members and their staffs for a single school site solution for NVMI for the 2023-2024 academic year. The goal of this advocacy will be to negotiate and secure an agreement for such a site under any mutually acceptable formal agreement between LAUSD and NVMI. Given the time sensitive nature of the need for NVMI to respond to the LAUSD Proposition 39 preliminary offer by not later than March 1, 2023, the terms of such a single school site agreement must be reached prior to that date. It is understood that the advocacy and negotiations for this single school site agreement may include alternatives such as pursuing an affiliated charter authorized by LAUSD.

WHEREAS, the consultant and NVMI desire to formalize this contractual arrangement by way of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereby agree as follows:

AGREEMENT

1. **INDEPENDENT CONTRACTOR:** Subject to the terms and conditions of this Agreement, NVMI hereby engages the consultant as an independent contractor to perform the services described above, and the consultant hereby accepts such engagement. The consultant enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall the consultant look to NVMI as his employer, or as a partner, agent, or principal. The consultant shall not be entitled to any benefits afforded to NVMI’s employees including workers’ compensation, disability insurance, vacation, or sick pay. The consultant shall be responsible for providing, at the consultant’s expense, and in consultant’s name, disability, workers’ compensation or other insurance as well as licenses and permits usual or necessary for performing the services necessary under this Agreement.
2. **TERM:** NVMI hereby contracts with the consultant to provide administrative services at NVMI for the period of December 1, 2022 through May 30, 2023 (six months) according to the terms and conditions set forth herein.

3. **COMPENSATION:** The consultant shall be paid \$2800 per month. The consultant shall be responsible for submitting an invoice for services not later than 10 working days after the conclusion of the month, and the school agrees to pay the invoice not later than 15 working days after receipt of the invoice.
4. **BACKGROUND CHECK:** Because the consultant is not to have regular or intermittent contact with children of NVMI, it is understood this individual is not required to have completed a criminal background check for NVMI.
5. **CONFLICTS OF INTEREST; NON-HIRE PROVISION:** The consultant represents that he/she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the consultant and any third party. Further, the consultant, in rendering duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which does not have a proprietary interest. During the term of this agreement, the consultant shall devote as much of his/her productive time, energy and abilities to the performance of his/her duties hereunder as is necessary to perform the required duties in a timely and productive manner. The consultant is expressly free to perform services for other parties while performing services for the Charter School.
6. **WORKERS' COMPENSATION:** NVMI shall not obtain workers' compensation insurance on behalf of the consultant.
7. **LOCAL, STATE AND FEDERAL TAXES:** The consultant shall pay all income taxes and FICA (Social Security and Medicare Taxes) incurred while performing services under this Agreement. NVMI shall not:
 - A. Withhold FICA from the consultant's payments or make FICA payments on the consultant's behalf;
 - B. Make state or federal unemployment compensation contributions on the consultant's behalf; or
 - C. Withhold state or federal income tax from the consultant's payments.

If the consultant is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to NVMI. The consultant shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by NVMI.
8. **ENTIRE AGREEMENT:** This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
9. **WAIVER:** Either party to this Agreement may specifically and expressly waive, in writing, compliance or any breach by the other party with any term, condition or requirements set forth in this Agreement. Any such waiver, however, shall not constitute a further or continuing waiver of the same requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.
10. **ASSIGNMENT:** The consultant shall not assign any of his rights under this Agreement, or delegate the performance of any of his duties hereunder, without the prior written consent of NVMI.

11. **JURISDICTION:** The parties hereby understand and agree that this Agreement has been negotiated and executed in the State of California and shall be governed by, and constructed under, the laws of the State of California.
12. **AMENDMENTS:** No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both parties.
13. **ARBITRATION OF DISPUTES:** The parties agree that any dispute regarding the application, interpretation or breach of this Agreement will be subject to final and binding arbitration. Attorneys' fees, costs and damages (where appropriate) shall be awarded to the prevailing party in any dispute, and any resolution, opinion or order or Arbitrator may be entered as a judgment of the Superior Court.
14. **NOTICE:** Any and all notices, demands, or other communications required or desired to be given hereunder by either party shall be in writing and shall be validly given or made to the other party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to consultant:
David Tokofsy

If to NVMI:
Superintendent
North Valley Military Institute
12105 Allegheny Street
Sun Valley, CA 913

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

15. **INTERPRETATION AND OPPORTUNITY TO COUNSEL:** In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.
16. **SEVERABILITY:** If any term, provision, condition or covenant of the Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
17. **COUNTERPART EXECUTION:** This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.
18. **SIGNATURES:** We affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

Dated: 11/30/2022

By: 
Superintendent, NVMI

Dated: _____

By: _____
DAVID TOKOFSKY