

**THE ACCELERATED SCHOOLS
INDEPENDENT CONTRACTOR AGREEMENT FOR ACCOUNTING CONSULTANT**

This Independent Contractor Agreement (“AGREEMENT”) is made and entered into this **12th day of June 2026**, by and between The Accelerated Schools, a California nonprofit public benefit corporation hereinafter referred to as “TAS”, and **Mai Trinh**, hereinafter referred to as CONTRACTOR” (together, “Parties”).

WITNESSETH:

WHEREAS, Government Code Section 53060 authorizes TAS to contract with an independent contractor for the furnishing of special services and advice to TAS in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, CONTRACTOR warrants and represents that they are specially trained, experienced, and competent to provide such special services and to give the advice called for by this Agreement and by all applicable laws and regulations, including licensing requirements and all TAS rules and requirements; and

WHEREAS, TAS has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein;

WHEREAS, the Parties agree to be bound by the conditions outlined in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, it is mutually agreed by the Parties hereto, as follows:

Article 1. CONTRACTOR’s Services

CONTRACTOR agrees to perform professional accounting and related consulting Services including, but not limited to, the following (collectively “Services”):

- Advising the Chief Financial Officer (CFO) with preparation and analysis of fiscal year budgets.
- Preparing monthly financial statements, income and expense reports, balance sheets, and cash flow analyses.
- Supporting preparation and submission of federal, state, and local fiscal reports and financial statements.
- Ensuring accurate financial recordkeeping using systems such as Power BI, SpendBridge, and Paycom.
- Reviewing and coding invoices to ensure accurate grant allocations and site distribution.
- Coordinating with external auditors and supporting Los Angeles Unified School District site visits and fiscal reviews.
- Supporting compliance with all federal, state, and TAS financial policies and procedures.
- Assisting with payroll-related duties including tracking and reporting program-specific payroll data.
- Completing additional accounting and fiscal services as mutually agreed.
- Keeping TAS leadership informed of project status through oral and written reports as requested.
- CONTRACTOR agrees to attend periodic in-person meetings or provide on-site services at TAS's business office or other designated locations as reasonably requested by TAS, with advance notice.
- Other consulting and related services as requested by TAS.

Article 2. CONTRACTOR’s Fee. TAS shall pay to CONTRACTOR for the performance of all Services rendered pursuant to this Agreement the sum of \$57.31 per hour not to exceed a total of \$105,000 annually, unless amended in writing.

Article 3. Payments. CONTRACTOR must provide TAS a W9 form before beginning the Services. TAS will make payment of CONTRACTOR’S fee pursuant to the following schedule after receipt and approval by TAS of such reports as TAS may specify to verify the satisfactory performance by CONTRACTOR of the work to which each payment pertains: TAS will process the payment of all undisputed amounts within thirty (30) days after receiving an invoice from the CONTRACTOR which indicates the Services performed and the date(s).

Unless otherwise agreed to in writing by TAS, the INDEPENDENT CONTRACTOR shall be solely and fully responsible for all costs and expenses incident to the performance of the Services performed by CONTRACTOR, including any and all instrumentalities, supplies, tools, equipment, or materials necessary to perform the Services. The CONTRACTOR is solely responsible for all tax consequences and obligations related to TAS's payments to the CONTRACTOR for the Services. TAS shall report such payments to the IRS and will issue the CONTRACTOR a Form 1099 indicating such payments have been made.

Article 4. Time of Performance and Term of Agreement.

The Services called for under this Agreement shall be provided by CONTRACTOR during the period commencing on the date of providing certification of its Fingerprinting and Tuberculosis ("TB") clearances and ending on **June 30, 2027**, as determined by TAS's Chief Human Resources Officer. It shall be expressly understood by CONTRACTOR that time is of the essence of this Agreement.

Article 5. Employee Benefits, Hold Harmless, and Indemnification. CONTRACTOR shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement. To the furthest extent permitted by California law, CONTRACTOR shall defend, indemnify, and hold free and harmless TAS, its agents, representatives, officers, agents, employees, trustees, directors, and volunteers ("Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, claims on liens, or injury of any kind, including attorneys' fees, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the acts, negligence, recklessness, errors or omissions, or willful misconduct of CONTRACTOR, its officials, officers, employees, subcontractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, or this Agreement, including without limitation the payment of all consequential damages. The provisions of this section shall survive the termination or expiration of this Agreement.

Article 6. Insurance. CONTRACTOR shall procure and maintain during the life of the Agreement the following insurance with minimum limits equal to the amount indicated below.

- (a) General Liability Insurance. General Liability Insurance that shall protect the CONTRACTOR and TAS from all claims of bodily injury, property damage, personal injury, death, other injury, and medical payments arising from any portion of the Services. The CONTRACTOR shall maintain such General Liability Insurance, with a single combined limit of one million dollars (\$1,000,000.00) per occurrence and aggregate of two million dollars (\$2,000,000.00).
- (b) Automobile Liability Insurance. Automobile Liability Insurance that shall protect the CONTRACTOR and TAS from all claims of bodily injury, property damage, personal injury, death, other injury, and medical payments arising from any portion of the Services. The CONTRACTOR shall maintain such Automobile Liability Insurance that provides not less than five hundred thousand dollars (\$500,000.00) per occurrence applicable to all owned, non-owned and hired vehicles.
 - i. Sole Proprietor Exception. If CONTRACTOR is a sole proprietor and does not hire any employees during the term of this Agreement, CONTRACTOR may provide TAS proof of personal Automobile Liability Insurance showing personal coverage limits of not less than five hundred thousand dollars (\$500,000) per occurrence applicable to all owned, non-owned and hired vehicles. If CONTRACTOR opts to use their own personal Automobile Liability Insurance, CONTRACTOR shall defend, indemnify, and hold free and harmless TAS and the Indemnified Parties, from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, claims on liens, or illness or injury of any kind, including death, relating to any automobile occurrence involving the INDEPENDENT CONTRACTOR. CONTRACTOR waives the rights of any of their insurance carriers to subrogate against TAS for any potentially applicable TAS policy.

(c) **Worker's Compensation and Employer's Liability Insurance.** In accordance with provisions of section 3700 of the California Labor Code, if the CONTRACTOR hires any employees during the term of this Agreement, the CONTRACTOR shall be required to and agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder in the amount required by law. If CONTRACTOR hires any employees during the term of this Agreement the CONTRACTOR shall maintain required Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000.00) per occurrence (accident) and one million dollars (\$1,000,000.00) per employee (disease). In the event a claim under the provisions of the California Workers' Compensation Act is filed against TAS by a bona fide employee participating under this Agreement, CONTRACTOR agrees to indemnify, defend and hold harmless TAS from such claim.

- i. **Sole Proprietor Exception.** If CONTRACTOR is a sole proprietor and does not hire any employees during the term of this Agreement and opts not to secure workers' compensation coverage, CONTRACTOR shall defend, indemnify, and hold free and harmless TAS, its agents, representatives, officers, agents, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, claims on liens, or illness or injury of any kind, including death, suffered by CONTRACTOR. CONTRACTOR waives the rights of any of their insurance carriers to subrogate against TAS for any potentially applicable TAS policy

CONTRACTOR shall not commence any work under this Agreement until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to TAS and approved by TAS. Certificates and insurance policies shall not be cancelled or reduced without thirty (30) days notice to TAS and must contain endorsements stating TAS and its agents, representatives, employees, trustees, officers, consultants and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, and waiving all rights of subrogation against the additional insureds on all policies. An endorsement will also state the CONTRACTOR's insurance policies shall be primary to any insurance or self-insurance maintained by TAS. CONTRACTOR is solely responsible for the payment of any and all premiums, deductibles, or self-insurance retentions. Additionally, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to TAS.

Article 7. Ownership of Work-Product. All products of work performed pursuant to this Agreement will be the sole property of TAS and no reproduction of any portions of the work product may be made in any form without the express written consent of TAS.

Article 8. Termination of Agreement.

- (a) TAS may immediately terminate this Agreement and will be relieved of all obligations under this Agreement for cause should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and places set forth herein. Cause shall include, without limitation (1) unexcused delay in CONTRACTOR'S performance hereunder; (2) material violation of this Agreement by the CONTRACTOR; (3) any act by CONTRACTOR exposing TAS to potential liability to others for personal injury or property damage, as solely determined by TAS; or (4) CONTRACTOR is adjudged bankrupt, makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency.
- (b) **Termination for Convenience.** TAS may terminate this Agreement by written notification seven (7) days prior to the effective date of the termination. The CONTRACTOR may terminate this Agreement by written notification thirty (30) days prior to the effective date of the termination. CONTRACTOR acknowledges that this thirty (30) days notice period is acceptable so that TAS can attempt to procure the Services from another source.

In the event of termination, CONTRACTOR shall be paid the reasonable value of the undisputed Services rendered up to the date of such termination, less any payments theretofore made, as determined by TAS, and the

CONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

Article 9. Status of Contractor. It is expressly understood that at all times while rendering the services described herein and in complying with any terms and conditions of this Agreement, CONTRACTOR is acting as an independent contractor and not as an employee, officer, agent, partner, or joint venture of TAS by virtue of this Agreement. Nothing in this Agreement shall be construed to mean that TAS retains any control over the manner and means of how the CONTRACTOR performs their duties and responsibilities under this Agreement, but only as to the results of the Services. CONTRACTOR is an independent contractor and not an employee, officer, agent, partner, or joint venture of TAS. CONTRACTOR shall be responsible for:

- Taxes, insurance, and all obligations arising from this status.
- Providing tools, equipment, and workspace unless otherwise agreed.

Nothing in this Agreement shall prohibit the CONTRACTOR from performing similar Services for other individuals or entities not related to TAS.

Article 10. Attorneys' Fees. If suit is brought by either party to this Agreement to enforce any of its terms the prevailing party will be entitled to recover from the non-prevailing party reasonable attorneys' fees and litigation expenses as permitted by law, including court costs, expert witness fees, and investigation expenses.

Article 11, Assignment. No portion of this Agreement or any of the work to be performed hereunder may be assigned by CONTRACTOR without express written consent of TAS, and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.

Article 12. Modification, Amendment, Waiver. No modification to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the Parties hereto. The failure of a Party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

Article 13. Criminal Background Investigation. CONTRACTOR shall provide TAS written certification that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of California Education Code Section 45125.1 with respect to all CONTRACTOR's employees who may have contact with TAS pupils in the course of providing said services, and that the California Department of Justice has determined that none of those employees have been convicted of a felony, as that term is defined in Education Code Section 45122.1 through 45125.5. CONTRACTOR shall also provide a complete and accurate list of employees who are in compliance and who may come in contact with TAS pupils during the course and scope of providing services.

Article 14. Evaluation of Financial Information. TAS will review Contractor's financial background information only to the extent it is job-related and consistent with business necessity for the accounting services outlined in this Agreement. As part of its financial background information review, TAS may consider:

- Documented financial fraud, embezzlement, or related misconduct;
- Significant unresolved financial judgments relevant to fiduciary duties;
- Any information indicating material risk to TAS's fiscal integrity.

TAS will not consider financial hardship or other protected circumstances that are unrelated to CONTRACTOR's capacity to perform assigned duties.

Article 15. Tuberculosis Risk Assessment Screening. CONTRACTOR shall provide TAS written certification that CONTRACTOR has complied with 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 Education Code section 49406. CONTRACTOR requires all new

employees to provide CONTRACTOR with certificates of tuberculosis clearance dated within the 60 days prior to initial employment and maintains current TB clearances for all such employees.

Article 16. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or email addressed as follows:

School:

The Accelerated Schools
Cynthia M. Foley, Ed.D.
Chief Human Resources Officer
116 E. Martin Luther King Jr. Blvd.
Los Angeles, CA 90011
Email: cfoley@accelerated.org

Contractor

TM Financial Management LLC
423 S. Glendora Ave
Glendora, CA 91741

Any notice personally given or sent by email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Article 17. Limitation of Liability. Other than as provided in this Agreement, TAS'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 TAS 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 for the Services performed in connection with this Agreement.

Article 18. Protection of Confidential Information. CONTRACTOR understands and acknowledges that during performance of the Services they may have access to private and confidential information in TAS's possession, custody or control, including but not limited to private information regarding students, parents, guardians, faculty, employees, staff, alumni, or other personnel data or information and other TAS related trade secrets, business plans, and other proprietary information ("Confidential Information"). CONTRACTOR will not disclose, copy, or modify any Confidential Information without the prior written consent of TAS or unless otherwise required by law. CONTRACTOR agrees to return all copies of Confidential Information to TAS upon expiration or termination of the Agreement. CONTRACTOR shall promptly notify TAS if they become aware of any possible unauthorized disclosure or use of the Confidential Information. The provisions of this section shall survive the termination or expiration of this Agreement.

Article 19. Review of Progress. CONTRACTOR agrees to review progress either orally or in writing as requested by TAS.

Article 20. Entire Agreement. This Agreement represents the entire and integrated contract between TAS and the CONTRACTOR, and supersedes all prior understandings, negotiations, representations, or agreements.

Article 21. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

Article 22. Disputes. The Parties agree that if a dispute arises related to or arising out of this Agreement or the performance of the Services, they will make good faith attempts to resolve the dispute informally. If the Parties are unable to informally resolve the dispute they may participate in good faith in mediation to attempt to resolve the dispute. If the Parties agree to participate in mediation they will mutually agree on a mediator. If no mediator agreement is reached the Parties will obtain a list of five (5) mediators from AAA or JAMS or ADR and each Party will strike a name until one mediator remains on the list. The order of striking shall be

determined by lot. The remaining person on the list shall be the mediator. Each Party shall pay one-half of the mediator's fees and costs. If the Parties are unable to resolve the dispute through mediation, they may file a lawsuit in a court of competent jurisdiction, as otherwise provided by this Agreement.

Article 23. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Los Angeles County.

Article 24. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed and original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinabove first written.

TAS Chief Human Resources Officer:

Cynthia Foley 6/12/26
Print Name Date


Signature

CONTRACTOR:

Mai Trinh 06/30/2026
Print Name Date


Signature