



CONTENT & COMMUNITY PROVIDER (C&CP) CONTRACT

This Agreement shall be effective on the date of approval and signature of the Learning Fund Manager. This Agreement shall be in effect until terminated. The Agreement may be terminated by the C&CP or the School at any time.

The C&CP agrees to perform the services described in the purchase order for the amount agreed upon in the purchase order. Accounts payable will not process payment until the services have been completed and the C&CP verifies this fact by delivering an invoice. Upon receipt of appropriate invoice documentation, Accounts Payable will issue payment. The payment terms are Net 30.

The School will not pay for any student if a purchase order has not been approved. C&CP may not begin to provide services or materials until a purchase order has been approved. The School will cancel a student's purchase orders if the student withdraws from the School or funds have been frozen for any reasons by School Administration.

C&CP agrees to not exceed \$600 per month per student on purchase orders. C&CP hereby acknowledge that no familiar relationship exists between the C&CP and its employees with the EPIC student(s) included on the invoice and/or their teacher. The only exception is if the entity has an EIN (Employee Identification Number).

This Agreement does not make the C&CP an employee of the School or create an agency relationship between the School and C&CP. C&CP is an independent contractor and is responsible for their own actions and conduct including their own expenses in relation to services or materials in furtherance of this Agreement.

The C&CP agrees to submit a copy of the individual or entity's California Business License and Certificate of Liability Insurance upon approval.

The C&CP shall conduct a criminal background check of its employees through the Department of Justice (DOJ) in accordance with Education Code Section 45125.1 and, upon receipt of DOJ clearance, certify to the School that no employee of C&CP working with students of the School, has been convicted of a violent or serious felony as defined by statute, nor has a criminal action pending upon charges of commission of a violent or serious felony as defined by statute. C&CP shall supply School with a list and verification of those employees who are cleared to work with students of the School.

C&CP shall indemnify and hold harmless the School and its board members, officers, employees, authorized volunteers and agents from, and if requested, shall defend them against, all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (collectively "Losses") arising from, in connection with or caused by personal injury or property damage caused, directly or indirectly, by any act or omission of C&CP.

Content & Community Provider

Date