



## CONTENT & COMMUNITY PROVIDER (C&CP) AGREEMENT

This Agreement shall become effective on the date it is approved and signed by the Learning Fund Manager. It shall remain in effect until terminated. Either the C&CP or the School may terminate this Agreement at any time.

This Agreement does not create an employment or agency relationship between the School and the C&CP. The C&CP shall act as an independent contractor and shall be responsible for their own actions, conduct, and expenses related to services or materials provided under this Agreement.

The C&CP shall conduct criminal background checks of its employees through the Department of Justice (DOJ) in compliance with Education Code Section 45125.1. Upon receiving DOJ clearance, the C&CP shall certify to the School that none of its employees working with students has been convicted of a violent or serious felony as defined by statute, nor has any criminal action pending related to such felonies. The C&CP shall also provide a list and verification of employees cleared to work with students.

Upon approval, the C&CP agrees to provide a copy of the individual or entity's California Business License and Certificate of Liability Insurance.

The School will not pay for any services unless a purchase order has been approved. The C&CP may not commence services or provide materials until a purchase order has been approved. The School reserves the right to cancel a student's purchase orders if the student withdraws from the School or if funds are frozen by School Administration for any reason, including but not limited to the non-return of assets.

The C&CP agrees not to bill more than \$600 per month per student for services. The C&CP acknowledges that no familial relationship exists between the C&CP, its employees, and the EPIC student(s) listed on the invoice and/or their teacher. The only exception is if the entity has an Employer Identification Number (EIN). The School cannot approve faith-based services or materials.

The C&CP agrees to perform the services as described in the purchase order for the amount specified therein. Payment will be processed by Accounts Payable only after the services have been completed and the C&CP has submitted an invoice. Payment terms are Net 30 days from receipt of a valid invoice.

The C&CP agrees to indemnify, defend, and hold harmless the School and its board members, officers, employees, authorized volunteers, and agents from all liabilities, obligations, losses, damages, judgments, costs, or expenses (including legal fees and investigation costs) arising from or related to personal injury or property damage caused, directly or indirectly, by any act or omission of the C&CP.

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Content & Community Provider Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Content & Community Provider Signature

\_\_\_\_\_  
Date