



## EMPOWERING LEARNERS FOR 20 YEARS

JCS-Cedar Cove JCS LIVE JCS-Manzanita JCS-Mountain Oaks JCS-Pine Hills JCS-Pine Valley

### JCS-Inc. Educational Enrichment Provider Agreement

This is the agreement for Independent Contractors only.

This agreement is entered into by and between JCS-Inc. and the Independent Contractor \_\_\_\_\_ for the purpose of providing Educational Enrichment instruction services to JCS-Inc. students as outlined below.

**THE TERM OF THIS AGREEMENT** shall be effective on the date of approval and signature of the Executive Director and shall continue until the last day of the current school year unless specified otherwise in the agreement. This agreement may be terminated by giving ten (10) days written notice of termination to the other party thereto.

It is agreed that Educational Enrichment Partner will perform the following services for JCS-Inc.:

- Academic support and/or Tutoring: \_\_\_\_\_ (y/n)
- Small group instruction: \_\_\_\_\_ (y/n)
- Physical activities: \_\_\_\_\_ (y/n)
- List of activities provided:

The Educational Enrichment Partner has the following qualifications to professionally provide the above services.

**Qualifications:**

The Educational Enrichment Partner considers the services offered above relevant to educational learning in the following regard:

**Relevancy:**

As a third party Company/Contractor you are responsible for your own tools, equipment, facilities, and back office. Nothing shall be required of or provided by JCS-Inc. in order for you to fulfill your services as outlined in this contract. This includes all required attendance and other paperwork.

Services will be provided to pre-approved JCS-Inc. students providing a valid JCS-Inc. Attendance Slip at the following location(s):

- Place of Business \_\_\_\_\_ (y/n)
- Public Location \_\_\_\_\_ (y/n)
- List of Public Locations where services are rendered:

**ACKNOWLEDGEMENTS**

Please verify that you have answered the following acknowledgements truthfully by initialing next to each of the following.

Do you advertise and offer your services to other schools and the General Public?  
 \_\_\_\_\_ Yes, I advertise and offer my services to other schools and the General Public  
 \_\_\_\_\_ No, I will only offer my services to JCS students.  
 \_\_\_\_\_ Initial



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Will you be providing only stand alone services or materials, without contact or correspondence with a JCS student?

Yes, the student will be in contact or correspondence directly with someone i.e in person, over the phone, through email, chat, text, Online session etc.

No, no one will be in direct contact or correspondence with the student.

Initial

Will the services you provide require the JCS student to meet in-person, either one-to-one or in groups?

Yes, I/We will need to always, or at least occasionally, meet the student in-person to provide the services offered.

No, all services can be conducted Online, through virtual participation.

Initial

Will your services offered be advertised as general education enrichment or 'Special Education' instruction?

Yes, our services are advertised for general education enrichment.

No, I/We solely provide 'Special Education' instruction.

Initial

Is your company and all of the services it provides considered nonsectarian?

Yes, my company and all services provided are considered nonsectarian.

No, my company and/or some of the services provided are considered religious.

Initial

Are you able to accept Purchase Orders for your services or materials offered?

Yes, I am able to accept Purchase Orders.

No, I am NOT able to accept Purchase Orders.

Initial

I have read the 'General Information for Educational Enrichment Partners' FAQs. I understand and agree to comply with the information and procedures outlined there.

Yes, I have read, understand, and will comply.

No, I either have NOT read, do NOT understand, or will NOT comply.

Initial

#### FEES

It is agreed that JCS-Inc. shall be Independent Contractor for services rendered according to the items listed on the attached FEE SCHEDULE.

Once this Contract is signed by both parties, these services and the agreed price for these services listed below cannot be altered by the Educational Enrichment Partner. The Educational Enrichment Partner agrees to the below schedule for the duration of the school year, and will not alter the substance of, nor the price at which the services are offered for the duration of the contract.



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#### PAYMENT PROCESSING

JCS-Inc. utilizes a purchase order system to pay for the services that are rendered on this agreement to our students. A purchase order is first approved by Jcs-Inc. then sent to you. Services can then be provided to the student listed on the Purchase Order. JCS-Inc. will not pay for lessons taught *before* a purchase order has been issued to the Educational Enrichment Partner.

Please verify that you have read and understand the following payment processing terms by initialing each of the following.

1. \_\_\_\_\_ It is agreed that, upon approval of this agreement, JCS-Inc. shall issue individual purchase orders. The purchase order number and student name shall be referenced on all invoices and billing inquiries.
2. \_\_\_\_\_ It is agreed that within 30 days of receipt of purchase order the Educational Enrichment Partner will contact JCS-Inc. if no contact or communication has been made by the student. JCS-Inc. needs to be made aware before an absent/no show student can be submitted for invoicing.
3. \_\_\_\_\_ It is agreed that the Educational Enrichment Partner shall invoice JCS-Inc. monthly for services rendered.
4. \_\_\_\_\_ Educational Enrichment Partner acknowledges that the terms of payment is NET 30 days (payment to be received within 30 days) from the time a properly submitted invoice is received by JCS-Inc.
5. \_\_\_\_\_ Educational Enrichment Partner acknowledges that ALL invoices must be received at the close of the school year by June 1st for payment. Invoices not received by June 1st may not be honored.
6. \_\_\_\_\_ Vendor agrees to contact ONLY JCS Inc. regarding billing and payment. Questions shall be directed to the accounting department at 760-765-3847 and issues with billing and payments will NOT be discussed with students, parents or guardians.

#### INSURANCE

JCS-Inc. and their sponsoring districts assume no liability for workers' compensation or liability for loss, damage or injury to person(s) or property during or relating to the performance of service under this agreement. Company is responsible for holding and providing its own liability insurance.

#### INDEMNIFICATION

Independent Contractor agrees to defend, indemnify, and hold harmless JCS-Inc. and sponsoring districts for any and all liabilities, losses, damages, fines, judgments, settlements, or expenses (including attorney's fees) (a) arising out of any negligent or intentional act or omission by Independent Contractor or of any person, firm, or corporation directly or indirectly employed by Independent Contractor upon or in connection with this agreement; (b) resulting from any breach or default of this agreement which is caused or occasioned by the acts of Independent Contractor; or (c) resulting from any infringement of a third party's intellectual property.

#### FINGERPRINTING COMPLIANCE

Independent Contractor shall submit to Live Scan fingerprinting for both Department of Justice and FBI criminal background checks. This agreement does not take effect until receipt of valid DOJ clearance. Agreement shall terminate immediately upon notification by the DOJ of a criminal action pending upon charges of a commission or a conviction of a violent or serious felony as defined by statute.

#### INDEPENDENT CONTRACTOR

The relationship of JCS Inc. and Contractor is that of independent contractors. Contractor is neither an agent nor employee of JC Inc. for any purpose whatsoever, and is not entitled to any rights, privileges or benefits provided for employees of JCS Inc.



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#### NON-DISCRIMINATION

Company stipulates that Company provides the same services outlined in this contract with JCS-Inc. to the general public without discrimination because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age or sexual orientation.

*I certify that all the above information, as well as all other information given to JCS Inc. in the form of electronic correspondence, and/or documents submitted either electronically or otherwise, is true and accurate. I understand the information and/or documents provided (with the exception of that which is confidential by nature) will be available publicly, and be displayed on various JCS Inc. websites and other media.*

\_\_\_\_\_  
Independent Contractor Name (please print)

\_\_\_\_\_  
Independent Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Jennifer Cauzza, Executive Director  
JCS-Inc.  
1704 Cape Horn Ave. / PO Box 2470  
Julian, CA 92036

\_\_\_\_\_  
Date



**Central Office**  
PO Box 2470 Julian, CA 92036  
760-765-5500  
www.jcs-inc.org

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#### FEE SCHEDULE

Instruction Unit	Price	Description