



**EMPOWERING LEARNERS FOR 20 YEARS**

**JCS Family**

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. If you provide services for hire independently (you have no employees, partners, or subcontractors) and under your own name (you pay income taxes as an individual), you may be an independent contractor.

This agreement is entered into by and between JCS Inc. and the Independent Contractor Claire's Amazing Test Business 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/Tutoring: Yes \_\_\_\_\_
- Small Group Instruction: No \_\_\_\_\_
- Physical Activities: No \_\_\_\_\_
- List of Activities Provided: \_\_\_\_\_  
I tutor all subjects through 8th grade and all Math from Basic Math through Algebra 2.

As a third party Company/Contractor you are responsible for your own tools, equipment, facilities, and back office. Nothing shall be required 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 Attendance Slip at the following location(s)

- Place of Business No \_\_\_\_\_
- Public Location Yes \_\_\_\_\_
- List of Public Locations where services are rendered:  
Starbucks and Libraries

**FEES**

It is agreed that JCS Inc. shall pay 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.

**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 are not to be rendered to a student without FIRST acquiring a valid JCS attendance Attendance Slip from the Student/Parent. Services can then provided to the student listed on the Purchase Order/Attendance Slip. 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 next to each of the following.**

1. CR It is agreed that upon approval of this agreement, JCS Inc. shall issue individual purchase orders to the Educational Enrichment Partner for each student approved to receive services provided by the Educational Enrichment Partner, as well as Attendance Slips. The purchase order number shall be referenced on all invoices and billing inquiries, and the Attendance Slips are required to be claimed using the JCS Inc. online purchasing system.
2. CR It is agreed that the Educational Enrichment Partner shall obtain proof of attendance from each approved JCS Inc. student by way of receiving the student Attendance Slip from the student at the time of instruction, and later entering that attendance in the JCS Inc. online purchasing system.
3. CR 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.
4. CR It is agreed that the Educational Enrichment Partner shall invoice JCS Inc. monthly for services rendered. Invoicing made available by batching together all collected student Attendance Slips that have been recorded in the JCS INC. online purchasing system account and submitting for payment.
5. CR Vendor 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.
6. CR Vendor 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 will not be honored.
7. CR 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.

Independent Contractor 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.



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

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## JCS Inc. Educational Enrichment Provider Agreement

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### 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.

### TB TESTING COMPLIANCE

If providing services to a JCS Inc. facility, Independent Contractor shall submit a recent (within 6 months of application) certificate of TB clearance issued by a licensed physician.

### INDEPENDENT CONTRACTOR

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

### NON-DISCRIMINATION

Independent Contractor stipulates that Independent Contractor 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.*

Claire Roush

Independent Contractor Name (please print)

*Claire Roush*

7/10/20

Independent Contractor Signature

Date

403 [REDACTED]  
Address City State Zip Code

7/10/20

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

Date



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## FEE SCHEDULE

Instruction Unit	Price	Description
Hour	\$35.00	ALL SUBJECTS TUTORING--35 EU's per hour
Hour	\$35.00	MATH TUTORING--35 EU's per hour