



Element Education Inc.

Dehesa Charter, Community Montessori, and Dimensions Collaborative School

Vendor Services Agreement

THIS AGREEMENT shall be between Element Education, Inc. ("ORGANIZATION") and _____ ("CONTRACTOR").

Element Program(s) for which service(s) will be rendered: (Check all the apply)

- Dehesa Charter School
- Community Montessori
- Dimensions Collaborative School

Types of Service(s): (Check all the apply)

- Academic Support
- Physical Activities
- Small Group Instruction
- Individual Instruction
- Consulting/Training

Location of Service(s): (Check all the apply)

- Place of Business
- Student Home
- Public Location
- School Location

THE TERM OF THIS AGREEMENT shall become effective on the date of approval and upon signature of the Executive Director and the School Director(s) of the ORGANIZATION, and shall continue until June 30, 2019. THIS AGREEMENT MAY BE TERMINATED at any time by either party and for any reason.

INSURANCE

The ORGANIZATION and chartering district assume no liability for worker's compensation or liability for loss, damage, or injury to person(s) or property during or relating to the performance of service under this Agreement.

The CONTRACTOR shall conduct a criminal background check of its employees through the Department of Justice (DOJ) in accordance with Education Code Section 45125.1. By signing below the CONTRACTOR certifies receipt of DOJ clearance and that no employee of the CONTRACTOR working with students of the ORGANIZATION 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.

The CONTRACTOR agrees to defend, indemnify, and hold harmless the ORGANIZATION and chartering district 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 the CONTRACTOR, its' officers, agents, or by any person, firm, or corporation directly or indirectly employed by the 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 the CONTRACTOR; or (c) resulting from any infringement of a third party's intellectual property. The CONTRACTOR shall insure that its employees and affiliates take all actions necessary to comply with the terms and conditions set forth in this Agreement.

Please initial below:

_____ I understand that I am in compliance with all federal, state, and local laws which pertain to the operation of my business.

_____ I understand that I should possess liability insurance and that neither Element Education, Inc. nor any of its schools, are responsible for student injury which may occur as a result of, or during, the services provided by me or my employees.

_____ I understand that if any of my services involve physical activities (i.e. dance, gymnastics, equine science, sports, etc.) that I must possess liability insurance naming Element Education, Inc. as additionally insured for \$1 million and provide proof of coverage to the Organization.

_____ I understand that Federal and State funds are time limited; therefore, I must submit invoices as soon as possible but no later than 60 calendar days after the service has been completed. **The ORGANIZATION will not be able to issue payments to the CONTRACTOR for invoices submitted later than 60 calendar days after the service has been completed.**

PLEASE NOTE: Accounts Payable will not process payment until the services have been completed and the CONTRACTOR verifies this fact by transmitting an INVOICE. Upon receipt of appropriate documentation, Accounts Payable will issue payment within 30 calendar days from receipt of invoice. CONTRACTOR SIGNATURE ACKNOWLEDGES COMPLIANCE WITH ALL PROVISIONS OF AB1610. The Contractor may **not** begin instruction until receiving notification of approval.

Contractor Signature

Date

Contractor Name (Please Print)

Contractor Address

City

State

Zip code

EEI Executive Director

Date

School Director/Director of Special Education

Date

1441 Montiel Road, Suite 143 Escondido California 92026

www.myelement.org