

SERVICES AGREEMENT

THIS AGREEMENT shall be between the School and _____.

FOR THE FOLLOWING SERVICES:

Course Title/s: _____

Cost of Course: _____ per: _____ (Hour, Month, Course) Instructional Period: _____ (Hourly)

If more than one course will be offered, please attach the Proposed Course Information. If you are a recreation department and/or you offer a variety of classes, please attach your course pamphlet or catalog. Attached: _____yes

THE TERM OF THIS AGREEMENT shall be effective on the date of approval and signature of the Executive Director and the Board President, and shall continue unless notified. THIS AGREEMENT MAY BE TERMINATED by giving 30 days notice of termination to the other party thereto.

INSURANCE

The school and chartering district assumes 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 and, upon receipt of DOJ clearance, certify to the SCHOOL, that no employee of CONTRACTOR 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. CONTRACTOR shall supply School with a list of those employees who are cleared to work with students of the SCHOOL.

THE CONTRACTOR agrees to hold harmless and to indemnify the school and chartering district for:

Any injury to person or property sustained by the Constructor or by any person, firm or corporation, employed directly or indirectly by the Contractor or by any of the individuals participation in or associated with him/her, however caused; and

Any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission, or the Contractor, or of any person, firm or corporation directly or indirectly employed by the contractor upon or in connection with this Agreement, or any other persons/parties performing services arising out of or in the course of the term of this Agreement, and the instituted against the school or chartering district for any such claim or demand, and pay or satisfy any judgment that may be rendered against the school or chartering district in any such action, suit or legal proceeding or result thereof.

Nothing herein provided shall be construed to require the Contractor to hold harmless or indemnify the School for liability or damages resulting from the negligence or willful act or omission of the school or chartering district or its officers, agents, or employees.

THE CONTRACTOR agrees to perform the services agreed upon here and on the Vendor Course Instruction Request Form. The school is not responsible for any payments beyond the amount agreed upon on the Vendor Course Instruction Request Form.

THE CONTRACTOR agrees that Dehesa Charter School reserves the right to remove a Vendor for legal violations and/or parent/student complaints of services. Three submitted parent/student complaints could result in your removal from our approved list of vendors.

_____	_____		
Contractor Signature	Date		
_____	_____	_____	_____
Contractor Name (Please Print)	Social Security Number	Date	
_____	_____	_____	_____
Contractor Address	City	State	Zip code
_____	_____	_____	_____
Executive Director	Date	Director of Student Services	Date

PLEASE NOTE: Accounts payable will not process payment until the services have been completed and the initiator verifies this fact by transmitting an INVOICE. Monthly progress payments must be supported by separate requests for direct payment. Upon receipt of appropriate documentation, Accounts Payable will issue payment within approximately two weeks. CONTRACTOR SIGNATURE ACKNOWLEDGES COMPLIANCE WITH ALL PROVISIONS OF AB1610. The Contractor may not begin instruction until receiving notification of approval and a copy of this agreement executed by the Executive Director.

<p>For Office Use Only: <input type="checkbox"/> DORI/Webpage <input type="checkbox"/> W9 <input type="checkbox"/> Learning Center <input type="checkbox"/> SPED <input type="checkbox"/> Welcome Packet <input type="checkbox"/> Notified Staff & Governing Board.</p>
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