



## VENDOR CONTRACTOR APPLICATION

*\*Form to be completed and signed by independent/vendor contractor only.*

Independent/Vendor Contractor Name: \_\_\_\_\_

Business Name (dba): \_\_\_\_\_

Business License #: \_\_\_\_\_ Business Website: \_\_\_\_\_

Business Address (P.O. Box is insufficient): \_\_\_\_\_

Mailing Address (if different from above): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Are you 18 years or older?  Yes  No

California Teaching Credential held:  Yes  No If yes, type: \_\_\_\_\_

**Description of Skills and Qualifications:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Service with Brief Description <small>*Attach description if more space needed</small>	Price per Session	Session Type <small>(hourly, per lesson, monthly)</small>
	Location:	
	Location:	
	Location:	
	Location:	
	Location:	



## **VENDOR CONTRACTOR AGREEMENT**

THIS AGREEMENT shall be between Element Education, Inc. (“Organization”) and \_\_\_\_\_ (“Contractor”).

**THE TERM OF THIS AGREEMENT** shall become effective on the date the EEI Representative signs the contract, and shall continue until June 30<sup>th</sup>, 2024. This agreement may be terminated at any time by either party and for any reason.

**RENEWAL PROCESS:** To continue as a Contractor for the following school year, the Contractor must submit a Vendor Contractor Renewal Application, a new Vendor Contractor Agreement, and any expired documentation.

**INSURANCE:** The Organization and chartering authority 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. All California employers must provide worker’s compensation benefits to their employees (CA Labor Code §3700).

**BACKGROUND CLEARANCE:** The Contractor shall conduct a criminal background check of its employees and independent contractors through the Department of Justice (DOJ) per Education Code §45125.1. By signing below, the Contractor certifies receipt of DOJ clearance and that no employee or independent contractor of the Contractor working with students of the Organization has been convicted of a violent or serious felony as defined by statute, has a criminal action pending upon charges of commission of a violent or serious felony as defined by statute, nor has charges related to theft or child safety. Contact with students includes and is not limited to physical, verbal, or virtual. Background clearances for employees or independent contractors of the Contractor are not to be submitted to the Organization.

The Contractor acknowledges that prior to approval as a Contractor for the Organization, the Contractor will be required to submit a successful background clearance or a Custodian of Records letter from the DOJ.

**HOLD HARMLESS:** The Contractor agrees to defend, indemnify, and hold harmless the Organization, its board members, officers, employees, authorized volunteers and agents, and chartering authority 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.

**RELATIONSHIP:** This Agreement does not make the Contractor an employee of the Organization or create an agency relationship.



**Please initial below:**

\_\_\_\_\_ I understand that if I am approved for specific services, I agree to provide and bill for such services as stated in the approval letter and on the Organization’s Online Purchasing System (OPS).

\_\_\_\_\_ I understand that I must be in compliance with all federal, state, and local laws which pertain to the operation of my business.

\_\_\_\_\_ I understand that once I am conditionally approved for services I must possess commercial general liability insurance coverage with a minimum of \$1 million and provide proof of coverage to the Organization to be fully approved. I understand 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, my employees, or my independent contractors.

\_\_\_\_\_ I understand that once I am conditionally approved for services and 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 in order to be fully approved. I understand 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, my employees, or my independent contractors.

\_\_\_\_\_ 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 via the Organization’s Online Purchasing System (OPS). 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 services to any of the Organization’s students until receiving written notification of approval from the Organization. The Contractor shall not be paid for services provided to a family member.

I certify that all the above information is true and accurate. I understand that my business information will be posted on the Organization’s school websites for informational purposes.

\_\_\_\_\_  
Vendor Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
EEI Representative Signature

\_\_\_\_\_  
EEI Representative Name

\_\_\_\_\_  
Date



## **VENDOR CONTRACTOR ACKNOWLEDGEMENTS OF COMPLETE APPLICATION**

Attach all required documentation and initial as appropriate:

\_\_\_\_\_ I have completed the vendor application.

\_\_\_\_\_ I have completed the vendor agreement.

\_\_\_\_\_ I have attached my business license. (For incorporated cities only)

\_\_\_\_\_ I have attached by Doing Business As (DBA) / Fictitious Business Name Certificate. (For unincorporated cities only)

\_\_\_\_\_ I have employees and have attached a copy of my Worker’s Compensation insurance.

\_\_\_\_\_ I do not have employees and have attached the Worker’s Compensation Acknowledgement Form.

\_\_\_\_\_ I have employees or use independent contractors who work with the Organization’s students. I have attached the letter from the DOJ certifying that I have an ORI number.

\_\_\_\_\_ I have attached my current General Liability Insurance.

\_\_\_\_\_ I have attached the W-9 Form.

\_\_\_\_\_ I acknowledge that, once requested by the Organization, I will either submit a background clearance to the Organization or provide a letter from the DOJ verifying that the Vendor Contractor is a Custodian of Records for the Contractor’s business.

\_\_\_\_\_  
Vendor Contractor Signature

\_\_\_\_\_  
Date

### **INTERNAL USE**

**Element Schools for which service(s) will be rendered:**  Community Montessori  Dimensions Collaborative

### **Approval of Services:**

\_\_\_\_\_  
School Director/Director of Special Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
EEI Authorized Representative

\_\_\_\_\_  
Date

### **All required documentation has been received:**

\_\_\_\_\_  
Vendor Services Representative

\_\_\_\_\_  
Date



## **WORKERS' COMPENSATION ACKNOWLEDGEMENT**

I understand that all California employers must provide Workers' Compensation benefits to their employees under California Labor Code §3700. If a business employs one or more employees, then it must satisfy this requirement.

I attest that my business does not have any employees and I am not required to have Workers' Compensation insurance in the state of California.

Vendor Contractor Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
*Vendor Contractor Signature*

\_\_\_\_\_  
*Date*