

East Ridge Elementary PTA Service Agreement

This agreement is made ______, 200___ by and between East Ridge Elementary PTA, a Washington State non-profit corporation, (herein "ERPTA"), 22150 NE 156th Place, Woodinville, Washington, 98077,

| ERPTA Contact: | ERPTA Committee: |
|---|------------------|
| Email Address: | Telephone: |
| and the following contractor, (herein "Contractor") | |
| Contractor Name: | |
| Street Address: | Telephone: |
| City, State, Zip: | Email Address: |
| Contractor Contact: | Contact's Title: |

Whereas ERPTA wishes to engage Contractor to perform services for its sponsored program(s) and Contractor is in the business of providing such services, now, therefore, both ERPTA and Contractor agree as follows:

- 1. Term. This agreement shall expire on midnight, one year from the date completed at the top of this Service Agreement or on ______, whichever is earlier.
- 2. Services. Contractor agrees to provide instructors to perform instruction services for East Ridge Elementary School students in the topic area of ______.
- 3. Performance Standard. Contractor agrees to provide instruction services consistent with industry standard and use all commercially reasonable efforts to instruct students in the topic area outlined in <u>Section 2</u>. Services of this Service Agreement.
- 4. Payment. Contractor shall receive payment from ERPTA on the following schedule

- 5. Additional Fees. Contractor agrees that no other payment for any services provided by Contractor shall be due from ERPTA, other than the payment outlined in <u>Section 4</u>. <u>Payment</u> of this Service Agreement.
- 6. Breach. In the event of Contractor's failure to perform services according to the terms of this Service Agreement, ERPTA shall have no payment obligation to Contractor. Contractor shall only be entitled to payment upon completion of its contractual obligations under this Service Agreement.



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- 7. Schedule. Contractor agrees to begin providing services at East Ridge Elementary School on ______, 200____, 200____, 200____, Class sessions for students shall be held ______ time(s) a week on ______ (*list days*). Each class session begins at ______ p.m. and ends at ______ p.m.
- 8. Instructors. Contractor agrees to provide _____ instructor(s) for each scheduled class. Contractor certifies that services are provided on an independent contractor basis. In the event of instructor illness or any other circumstance which prevents the instructor from teaching a class, Contractor is responsible for finding a replacement instructor. All replacement instructors are bound by the terms of this Service Agreement.
- **9. Terms and Conditions.** Contractor and ERPTA agree to the following terms and conditions:
 - a. All instructors are required to have a completed Washington State Patrol Background Check on file with the Northshore School District once every two years prior to providing instructional services under the terms of this Service Agreement.
 - b. All instructors shall be in their designated location at East Ridge Elementary School, prepared, and ready to provide instruction to students beginning at the time designated in <u>Section 7. Schedule</u> of this Service Agreement. Instructors shall remain in their location after each class until a designated adult volunteer has assumed responsibility for student check-out beginning at the time designated for the end of class in <u>Section 7. Schedule</u> of this Service Agreement.
 - c. Adult volunteers may provide assistance to the instructors.
 - d. Instructors shall outline behavior expectations for all students on the first scheduled day of class.
 - e. Instructors shall direct students in clean-up of all materials and supplies at the conclusion of each class.
 - f. All instructors and participants (including adult volunteers) are requested to demonstrate positive, respectful, and enthusiastic behavior during the class instruction.
 - g. If behavioral issues for students arise, instructors are required to discuss the issue with the ERPTA Contact listed at the top of this Service Agreement. The ERPTA Contact shall take the steps outlined in the *East Ridge School Rules and Behavior Management Plan*.



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- **10. Additional Terms.** This Service Agreement may be amended only by written agreement, executed by authorized representatives of ERPTA and Contractor. This Service Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue for any action to enforce or interpret this Service Agreement shall lie in King County, Washington.
- 11. No Other Agreements. ERPTA and Contractor agree that this Service Agreement represents the full and complete understanding between the parties pertaining to the subject matter herein. No other agreements exist between the parties, except for amendments to this Service Agreement, executed in compliance with <u>Section 10.</u> <u>Additional Terms</u> of this Service Agreement.
- **12. Validity.** This Service Agreement shall not become valid and enforceable until executed by the ERPTA President and one other elected office of ERPTA as well as an authorized agent of Contractor.

Authorized and Agreed to:

| On Behalf of ERPTA |
|------------------------------|
| ERPTA President: |
| Printed Name: |
| ERPTA Officer: |
| Printed Name/Title: |
| |
| On Behalf of CONTRACTOR |
| Contractor Authorized Agent: |
| Printed Name/Title: |