

## PTSA Services Contract

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

Program/Class Description: \_\_\_\_\_

Dates of Program/Class: \_\_\_\_\_ to \_\_\_\_\_

Contractor Fee: \_\_\_\_\_ Tax ID Number: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Contractor Phone #: \_\_\_\_\_

Contractor Email: \_\_\_\_\_

Instructor Name(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Attach: Business License, W-9 Form, Proof of Insurance, and Background Check "Appendix A"*

### Background Check:

Contractor agrees that all paid and volunteer personnel who work in a District school or with District students under this agreement pass an annual state or national criminal background screen based on the following factors:

- a) The WATCH (Washington State Patrol) background check is sufficient for individuals who meet both of the following requirements:

- have contact with students and have resided in Washington State for more than three years
- have contact with students with other unrelated (through family ties) adults present at all times.

Contractors must utilize their own [WATCH](#) account for individuals who provide services to SPS students. WATCH screens are free for non-profit organizations. Name and Date of Birth WATCH screens are \$12 each.

- b) A national background check is required for individuals who meet one or both of the following requirements:

- have contact with students and have resided in Washington State for less than three years from the date the background check is performed
- have contact with students without another unrelated (through family ties) adult present at all times.

The national background check is required once; in subsequent years, the WATCH screen is sufficient. Contractors may utilize [Verified Volunteer](http://bit.ly/spspartners) - SPS' national background check vendor at <http://bit.ly/spspartners>, or they may utilize services of another entity who provides nation-wide background check coverage.

Fill out Appendix A with a list of staff members and which type of background check they have undergone.

Background checks must be paid for by Contractor. It is the responsibility of Contractor to make sure that all necessary background checks have been conducted before individuals are assigned to work in a District school or building.

District Policies and Procedures:

Contractor agrees that all staff working in a District school under this agreement shall comply with all District policies, procedures, and guidelines.

Student Release:

Contractor certifies they will release students solely to their parent/guardian or per written instructions signed by the same.

Commercialism:

Contractor certifies they will not use the PTSA student registration list for promotion, advertising, or communications.

Insurance:

Each party to the Agreement will provide the other with a Certificate of Insurance, or evidence of Self-Insurance, that documents insurance coverage for claims to personal injury or property damages that may arise from or in connection with the performance of the Agreement, with limits of not less than \$1,000,000 per occurrence.

Indemnification:

Contractor agrees that to the fullest extent permitted by law, Contractor will hold harmless, defend, and indemnify the PTSA, its agents, employees and board members from any liability, cost or expense, including without limitation penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by Contractor under this Agreement. The terms of this section shall survive termination of this Agreement.

The PTSA agrees that to the fullest extent permitted by law, the PTSA will hold harmless, defend, and indemnify the Contractor, its agents, employees, and board members from any liability, cost or expense, including without limitation penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by PTSA under this Agreement. The terms of this section shall survive termination of this Agreement.

Governing Law:

The terms of this agreement shall be interpreted according to an enforced under the laws of the State of Washington. The parties agree that any judicial proceedings will take place in Seattle, Washington.

Assignment:

Neither party shall assign its rights or responsibilities under this Agreement, unless it receives written permission from the other party.

Entire Agreement:

This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.

Signatures:

By signing below, each signatory represents that it has the authority to execute this Agreement. For the PTSA, two (2) officer signatures are required.

Independent Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

PTSA Elected Officer: \_\_\_\_\_ Date: \_\_\_\_\_

PTSA Elected Officer: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX A**

**Background Check Assurance**

Prior to beginning work with students, contractors must ensure that staff have met background check requirements. Any adult, staff or volunteer, working with students must annually complete the applicable background check.

List staff who have completed state-level (WATCH) background check:

List staff who have completed national background check: