

## **Encourager's Co-op and Class Leader/Facilitator Agreement**

This agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (class leader/facilitator name), the and Encourager's Co-op. \_\_\_\_\_ (class leader/facilitator) is independently providing educational enrichment to Encourager's Co-op and as such shall be responsible for providing information to the IRS for tax purposes.

### 1.) Class Leader/Facilitator Services.

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- a.) Class leader/facilitator shall provide \_\_\_\_\_ weeks/days/hours of educational services.
- b.) Class leader/facilitator shall diligently and competently perform duties of class facilitator.
- c.) Class leader/facilitator shall be respectful, cooperative and civil with parents/guardians, students, board members, staff and other independent contractors at all times.

### 2.) Agreement term.

The term of the class leader/facilitator services shall commence on \_\_\_\_\_, \_\_\_\_\_ and shall terminate on \_\_\_\_\_, \_\_\_\_\_; unless sooner terminated by either party as provided in this agreement.

### 3.) Compensation.

In full consideration for the performance of the services hereunder, the parents/guardians of the student shall pay the class leader/facilitator as follows (check as applicable):

\_\_\_\_\_ on a time and materials basis at the following rates: \_\_\_\_\_

or

\_\_\_\_\_ a fixed fee in the amount of \$ \_\_\_\_\_, to be paid in full at the beginning of each semester.

### 4.) Termination of agreement.

This agreement may be terminated by the class leader/facilitator at any time upon giving the Encourager's Co-op 30 days notice of intent to do so. Encourager's Co-op may terminate this agreement upon any breach of this agreement or any other good cause (such as classes not filling or space considerations) or upon the dissolving of the Encourager's Co-op for any reason.

### 5.) Payments to class leader/facilitator upon termination of contract.

In the event of the termination of the class leader/facilitator pursuant to section # 4 above the class leader/facilitator shall be entitled to any compensation as described in section # 3 above and accrued up to the effective date of termination. If the termination was due to the death of the class leader/facilitator such accrued compensation shall be paid to her/his executor or administrator or, if no executor/administrator has been appointed, then to a personal representative or heir.

### 6.) Limitation of authority.

Class leaders/facilitators shall have no right or authority to bind or otherwise legally commit Encourager's Co-op, the families or members on any agreement/promise, or other commitment, whether oral or written.

### 7.) Agreement renewal option.

This agreement shall automatically expire on \_\_\_\_\_ without any further action or notice required by either party. Any subsequent agreement for the following program year shall be

conditioned upon the execution of and subject to the terms and conditions of a new written agreement by the parties hereto. This agreement contains the entire agreement of the parties and fully supersedes any and all prior agreements or understandings, whether oral or written.

8.) Modification and waiver.

No alteration of or modification to any of the provisions of this agreement shall be valid unless made in writing and signed by both parties. The waiver by any party of a breach of any provision of this agreement by the other party shall not operated or be construed as a waiver of any subsequent breach by such party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

\_\_\_\_\_  
Encourager's Co-op board member signature

\_\_\_\_\_  
date

\_\_\_\_\_  
Encourager's Co-op board member printed name

\_\_\_\_\_  
class leader/facilitator signature

\_\_\_\_\_  
date

\_\_\_\_\_  
class leader/facilitator printed name