



This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ (month) in the year \_\_\_\_\_ between \_\_\_\_\_ School of Wake County, NC located at \_\_\_\_\_ (School Address), hereinafter called "School", \_\_\_\_\_ (Writer Name), hereinafter called "Writer", and the United Arts Council of Raleigh and Wake County, hereinafter called "United Arts". The following is mutually agreed upon by School, Writer, and United Arts.

- a. Writer is an independent contractor and is not to be considered an employee, agent or representative of United Arts.
- b. During the residency, funded in part by United Arts, Writer will lead five sequential instructional sessions and work with no more than 30 students per class. The Writer will conduct the residency as agreed upon by School and Writer:

Program Title \_\_\_\_\_

Date(s) \_\_\_\_\_ Time(s) \_\_\_\_\_

Length of each session \_\_\_\_\_ Number of Classes per Day \_\_\_\_\_ Grade Level(s) of students participating in program \_\_\_\_\_ Total number of student participants \_\_\_\_\_

- c. 

Total Writer Fee \_\_\_\_\_

Less grant award received from United Arts \_\_\_\_\_

School's matching payment \_\_\_\_\_

- d. Any changes to the information set forth in clauses (b) and (c) above after the date of this agreement MUST be approved in writing by Writer, School, and United Arts prior to the residency. In the event that the residency was originally scheduled to take place at the School and School classes are being conducted virtually on the date(s) of the residency (or vice versa), Writer and School agree to work in good faith to conduct the residency through School's virtual platform or at the School, as applicable.
- e. School's matching payment is due upon execution of this Agreement. This amount will be combined with grant awarded to School by United Arts. United Arts will issue a check for the total amount due to Writer within ten (10) business days of online submission of the program evaluation by Writer and the School.
- f. Writer will adhere to Wake County Public School System regulations pertaining to background checks, which are required of all individuals entering a school to work with students. United Arts is not responsible for providing compensation should a writer neglect to comply with this requirement.
- g. Writer will adhere to School regulations pertaining to use of School equipment, facilities, virtual platform and supplies for program functions approved by School; and Writer will obtain permission from School principal prior to requesting secretarial assistance from any school employee for services relating to the residency.
- h. At least one teacher from the grade level(s) participating in the residency shall meet with Writer in a planning session. This may be accomplished through in-person or virtual meetings, email, phone conversations, or a combination of the above. During this session, goals and activities of the residency should be discussed and defined in writing. Literary pieces and visuals (e.g. videos, images) that Writer plans to share with students must be shared with School before the residency.
- i. Writer will submit to United Arts an online program evaluation. Link to the online evaluation will be emailed to Writer by United Arts prior to the residency.

- j. The School Cultural Arts Representative and at least one teacher involved with the residency will submit to United Arts an online program evaluation. Link to the online evaluation will be emailed to the School Cultural Arts Representative by United Arts prior to residency.
- k. Writer will utilize the services of the School Cultural Arts Representative to maintain contact with teachers and to clarify questions concerning School policies and procedures.
- l. Writer will check with the School Cultural Arts Representative one week prior to the residency to confirm the schedule and to obtain specific instructions on the school site, materials, etc.
- m. Writer will provide his/her own transportation and make arrangements for his/her own accommodations as necessary. Travel and accommodation expenses will be assumed by Writer, unless specified in the United Arts Directory or Virtual Learning List.
- n. Writer will not incur any expenses that School is requested to reimburse without approval from School principal or PTA President. Expenses incurred without School approval will be assumed by Writer.
- o. A School employee will be in the room or other space where students are located at all times that Writer is present and will be responsible for monitoring students' behavior.
- p. The instructional sessions (whether conducted in person, virtually via live stream, through pre-recorded video or otherwise) are intended only for the members of the School community for the scheduled date(s) and time(s), in each case as set forth in clause (b). School is not permitted to copy, use or otherwise distribute copies of or links to the instructional sessions except as otherwise permitted by this agreement.
- q. Where Writer has failed to conduct a residency because of personal illness, transportation difficulties or any other reason resulting in any way from any act, omission, or negligence on the part of Writer, not including "Acts of God," Writer will conduct the residency at a later date in the school year in which the residency was originally scheduled (the "Current School Year") mutually agreed upon by Writer, School and United Arts and at the originally agreed upon fee.

In the case of bad weather, fire, lockdown, power failure, school closure or "Acts of God" which may prevent the continuation or completion of the proposed residency, Writer will be fully compensated for residency services at the originally agreed upon fee, provided Writer, School and United Arts agree on alternate date(s) in the Current School Year for Writer to complete the residency and the residency is completed on such date(s). If the residency cannot be rescheduled in the Current School Year due to School's inability to provide or agree to an alternate date, as determined by United Arts, School shall forfeit its matching payment, which amount shall be paid to Writer.

Where Writer cannot reasonably conduct or complete the residency because of acts, omissions, or negligence on the part of School (including, without limitation, where School initiates or is responsible for the cancellation of the original date of the program), Writer will reschedule the residency at a time in the Current School Year mutually agreed upon by Writer, School, and United Arts. Writer will be fully compensated for residency services at the originally agreed upon fee, provided the residency is completed on such date(s). If the residency cannot be rescheduled in the Current School Year due to School's unwillingness or inability to provide or agree to an alternate date, as determined by United Arts, School shall forfeit its matching payment, which amount shall be paid to Writer.

- r. Writer, as an independent contractor, will not hold United Arts or School responsible for any Federal withholding taxes, social security taxes or benefits, unemployment insurance coverage, worker's compensation insurance, disability insurance, liability insurance, or any other insurance benefits. North Carolina withholding taxes will be withheld in accordance with North Carolina State law for out-of-state writers. Writer further agrees to indemnify and hold United Arts and its employees harmless against all claims, losses, expenses (including reasonable attorney's fees), and injuries to persons or property resulting in any way from any act, omission or negligence on the part of Writer in the residency or failure to present Writer's residency.
- s. The following credit statement must be included in all public announcements, news releases, promotional literature, programs, posters, flyers, etc.:

*This program is supported by a grant from the United Arts Council of Raleigh and Wake County. Additional support is provided by the North Carolina Arts Council, a division of the Department of Natural & Cultural Resources.*

- t. This agreement shall constitute the entire agreement between Writer, School and United Arts for the services, activities and functions addressed in this Agreement, and may only be amended by a separate writing mutually agreed to by all parties. Neither a contract provided by Writer nor one provided by School may substitute or supersede this agreement.
- u. This agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Wake County, North Carolina.
- v. This agreement may be executed via manual or electronic signatures, and the parties agree that the electronic signatures of any party will have the same force and effect as manual signatures. This agreement may be executed in separate counterparts, each of which will be an original and all of which taken together will constitute one and the same agreement, and to the extent this agreement is signed and delivered by electronic transmission (including portable document format (PDF) or other similar format), it will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

THIS AGREEMENT, consisting of three (3) pages, shall be effective upon full execution. **I have read and understand the provisions of this contract. AGREED TO AND ACCEPTED BY:**

\_\_\_\_\_  
**Signature of Writer** Date

\_\_\_\_\_  
Print/Type Name of Writer

\_\_\_\_\_  
Email and Phone

\_\_\_\_\_  
**Signature of School Principal** Date

\_\_\_\_\_  
Print/Type Name of School Principal

\_\_\_\_\_  
**Signature of PTA President/Chair** Date

\_\_\_\_\_  
Print/Type Name of PTA President/Chair

\_\_\_\_\_  
**Signature of Cultural Arts Representative** Date

\_\_\_\_\_  
Print/Type Name of Cultural Arts Representative

\_\_\_\_\_  
Email and Phone

\_\_\_\_\_  
**Print/Type Name of Lead Teacher** Date

\_\_\_\_\_  
Email and Phone

\_\_\_\_\_  
**Signature of United Arts Council** Date