

Embry-Riddle Aeronautical University

Parental Services Agreement

THIS AGREEMENT is entered into this ____ day of _____ 20__ by and between Embry-Riddle Aeronautical University (ERAU), a not-for-profit corporation hereinafter referred to as Service Provider, and _____ hereinafter referred to as Parent, the parent of _____, collectively referred to as the "parties."

RECITALS

The Parent wishes to be provided with the Services (defined below) by the Service Provider and the Service Provider agrees to provide the Services to the Parent on the terms and conditions of this Agreement.

Key Terms

1.1 Services

The Service Provider shall provide the following services ("Services") to the Parent in accordance with the terms and conditions of this Agreement:

The *Homework Hotline Tutor program* will be made available to students, allowing direct access to Embry-Riddle Aeronautical University tutors from 6:00 – 9:00 pm MST, Sunday through Thursday. Students will be able to phone in with their questions or "log-on" to the Eagle Vision virtual classroom for a personal tutoring session through their personal computer.

1.2 Delivery of the Services

- a. **Start date:** Services will be available beginning December 5, 2008. The Service Provider shall commence the provision of the Services to Parent on the date of execution of this agreement as stated herein.
- b. **Completion date:** The Service Provider shall cease to provide the Services on May 26, 2009, ("Completion Date").

1.3 Site

The Service Provider shall provide the Services at the following site(s): Students will be able to phone in with their questions or log-on to the Eagle Vision virtual classroom for a personal tutoring session through their personal computer during the following hours:: Sunday through Thursday, 6:00 – 9:00 p.m. MST

Warranty

The Service Provider represents and warrants that it will perform the Services with reasonable care and skill. The Service Provider makes no other implied or expressed warranties.

Term and Termination

This Agreement shall be effective on the date hereof and shall continue until the Completion Date, unless otherwise terminated by mutual agreement of the parties.

Indemnification

The Parent hereby acknowledges that it is their responsibility to monitor the communication between the Student (child) and the Homework Hotline tutor and further agrees to indemnify, defend, and hold harmless ERAU, and its respective officers, trustees, directors, shareholders, agents, employees, representatives, and successors in interests against and from any and all liability, loss, cost, injury, damage and expense, including but not limited to reasonable and necessary attorney fees and court costs, of any kind whatsoever arising out of, connected with, or relating to the ERAU's performance under this contract, or its acts or omissions, or those of any person or entity acting on the ERAU's behalf or at its request. In no event shall ERAU be liable to the Parent under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, exemplary, punitive, special, incidental, indirect, consequential, collateral, or similar damages, each of which is hereby excluded by agreement of the parties regardless of whether or not such party has been advised of the possibility of such damages.

Disputes/Jurisdiction

The parties agree that any disputes between them arising from, related to, or in connection with this agreement or the facts and circumstances leading thereto shall be exclusively subject to the laws, jurisdiction, and venue of the United States of America, State of Arizona, and County of Yavapai without regard to otherwise applicable choice of law provisions.

The parties agree to resolve any disputes between them in Yavapai County, Arizona by means of mediation using a mutually agreed mediator. In the event of a failure of mediation for any reason, the parties agree that the dispute shall be resolved by means of binding arbitration by a single arbitrator, and shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator may be reduced to a judgment at law. Each side shall bear its own costs and expenses. Either party may invoke the terms of this provision by providing written notice to the other. In the event the non-invoking party fails to timely respond to the invoking party's notice, the invoking party may proceed to binding arbitration, and the arbitrator may render a decision without the input of the non-invoking party.

Nothing about this provision shall bar either party from seeking appropriate injunctive relief in Yavapai County, Arizona courts to prevent an imminent, irreparable harm.

Scanned or Imaged Signatures

The parties agree that either or both may store copies of this agreement using scanned, imaged, or other digital media, and that original signatures captured thereby shall be acceptable and admissible in the same manner as the original signatures.

Headings

The headings in this Agreement are provided for convenience purposes only. They shall not be binding in the interpretation or construction of this Agreement.

Entire Agreement

This Agreement constitutes the entire agreement of the parties.

Parent:

Student:

Print Name: _____
Telephone Number: _____
Fax: _____
Date: _____

Print Name: _____
Telephone Number: _____
Fax: _____
Date: _____

Embry-Riddle Aeronautical University

Print Name: _____
Telephone Number: _____
Fax: _____
Date: _____

STUDENT DEMOGRAPHIC FORM

Parents/students – please complete this form and fax it along with your parent permission slip;

1. If attending a public high school, turn it into your counselor to be faxed back to the Upward Bound office (928 777-6693)
2. If “home schooled”, fax it directly to our office

11.1

1. ___ I am a high school (Fr. Soph. Jr. Sr.) and participate in the ERAU Homework Hotline. 11.1.1.
2. ___ I received my parent permission form from our high school guidance counselor. 11.1.2.
3. ___ I plan to attend college after I graduate. 11.1.4.
4. ___ I am a (Fr. Soph. Jr. Sr.) and am on track to earn a high school degree in May _____. 11.1.5.
5. ___ I have participated in the ERAU Homework Hotline Program to assist in preparing for postsecondary education. 11.1.7.
---- FAFSA (see item 11.2.5). 11.1.3.
---- college educational program (see item 11.2.6). 11.1.6.

11.2

1. ___ I am a high school freshman and I plan to attend college. 11.2.1
2. ___ I am a high school sophomore and have completed the ACT’s PLAN test and/or the College Board’s PSAT/NMSQT. 1.1.2
3. ___ I am a high school (Jr. Sr.) and am taking a college preparatory curriculum; and passing Advanced Placement, advanced math, International Baccalaureate (IB) and/or dual enrollment courses, etc. 11.2.3.
4. ___ I am a senior and have completed the ACT or SAT (either during my junior or senior year), as well as the average scores. 11.2.4.
5. ___ I am a senior and my parents/guardians and I have completing and submitting the FAFSA. 11.2.5.
6. ___ I am a senior: have applied to and been accepted by at least one college. Name of college _____
7. ___ I agree to send the ERAU UB Program an update during the October following my high school graduation, indicating my participation in a 4 year, 2 year, certificate program or the military with college intention. 11.2.7

Please Print

Student Name _____

Mailing Address _____

Email address _____

High School Affiliation _____

Student Signature _____

Parent Signature _____