

_____ [Name of Chapter] , EGA
CONTRACT FOR TEACHING SERVICES
(U.S. TEACHER)

This Contract is made and entered into by and between _____ [Name of Chapter], **EGA (hereinafter referred to as The Chapter)** and _____ [Name of Teacher], **(hereinafter referred to as Teacher)** and collectively hereinafter referred to as **The Parties**. In consideration of the mutual covenants and agreements of The Parties hereafter set forth, The Parties agree as follows:

CLASSES - REQUIREMENTS AND AGREEMENTS

A. Teacher agrees to teach the following class for _____ [Name of Chapter], EGA to be held _____ [Date] , at _____ [Location], in _____ [City], _____ [State]: _____

Class 1 Title
Class 1 Length
Class 1 Days of Week
Class 1 Technique

- B. Maximum class size shall be _____ [Number] students unless prior written agreement is received by program/workshop officer/chair from Teacher. Teacher shall notify program/workshop officer/chairman, in writing, by postmark on or before _____ [Date], if Teacher is willing to increase class size.
- C. If registration for any contracted course to be taught by Teacher is below the minimum class size, The Chapter, at its sole discretion, may cancel this Contract for Teaching Services or portions thereof, without liability to The Chapter and/or Teacher. In the event of cancellation, The Chapter shall not be responsible for any expenses, including but not limited to, preparation costs, teaching fee, and/or travel expenses. Teacher shall be notified of cancellation by telephone and a written cancellation confirmation notice shall be postmarked to Teacher on or before _____ [Date].
- D. Teacher shall not accept any other teaching contracts for the time period of _____ [Date], to _____ [Date].
- E. The Teacher represents and warrants to EGA, with respect to all materials submitted and materials to be distributed to students for the class identified above, either that
- (1) the material is the Teacher's original creation and does not infringe upon copyright of any other person,
- OR
- (2) For any material not the Teacher's original creation, the Teacher has disclosed to EGA, through written credits, the source and author of any preexisting work contained in materials. The Teacher has procured and grants to EGA license to use and distribute the preexisting work within materials submitted, except for preexisting materials in the public domain.

The Teacher shall indemnify and hold EGA, its regions, its chapter, its members and each of

their officers, employees and agents harmless from any and all actual damages, lost profits, statutory damages, and attorneys' fees and costs incurred by EGA, or any other person or entity covered by this indemnity, as a result of the Teacher's breach of this representation and warranty. 1/01

- F. The Chapter may contract with Teacher for sales of items under separate agreement. Under no circumstances shall sales be conducted during class hours.
- G. Teacher shall provide an accurate class description for The Chapter's newsletter and other publicity.
- H. Teacher gives The Chapter permission to publicize class on EGA Web sites through photograph, class description, and/or Teacher resume. _____ Teacher's initials 7/98
- I.
 - 1. If a kit is to be furnished, Teacher shall provide an itemized listing of kit contents and the kit price to the student. The kit shall contain high quality materials and the kit cost shall not exceed the retail cost of materials plus shipping.
 - 2. In case of student cancellation, Teacher wishes the kit to be handled as initialed:
 - _____ Kit goes to student and Teacher is paid for it.
 - _____ Kit is returned to Teacher and amount is deducted from kit cost reimbursement.

NOTE: For a class requiring pre-class work using materials included in the kit, the kit shall be released to the student. Complete kit and instructions shall be due to the student. Teachers requiring such pre-class work will therefore need to check the first option. 1/01

- J. **Classroom Equipment:** Teacher shall provide to The Chapter:
 - 1. A list of regular classroom equipment such as display table, Teacher table, blackboard or dry erase board (please note if you are allergic to dry erase pens).
 - 2. A list of special classroom equipment such as slide projectors, sewing machines and computers. Teacher shall be notified as soon as possible if unusual equipment is unavailable.

FEES AND EXPENSE REIMBURSEMENT

A. Teaching Fees:

The Chapter shall pay Teacher a fee of \$ _____ for the teaching days of _____ [Day(s)] & _____ [Date(s)].

- B. Teacher shall provide The Chapter with an itemized invoice for kit fees postmarked on or before _____ [Date] .

- C. The Chapter shall pay Teacher the teaching fee and reimbursement for kit fees at the end of

class. All payments shall be made at the end of the class and in the form of a chapter check payable to Teacher accompanied by an EGA Payment Report Form (1099-MISC).

D. Travel:

1. a. The Chapter shall reimburse Teacher for travel expenses incurred for automobile travel at the rate of \$. (up to IRS standard rate) for the round trip distance between the Teacher's home address and _____ [City] , _____ [State], effective for travel on or after January 1, 2004. In no event shall the amount paid to travel by car exceed the lowest round trip coach airfare available. Teacher shall sign a statement for mileage expense in lieu of a receipt, which shall include a one-way odometer reading; or 9/05
- b. The Chapter shall reimburse Teacher for air travel expenses (with a Saturday arrival and departure). The amount of reimbursement shall be the lowest round trip coach airfare available between Teacher's home airport and _____ [City], _____ [State]. Teacher shall be reimbursed for airfare at the end of class. Teacher shall notify The Chapter on or before _____ [Date], whether Teacher requests that The Chapter make the travel arrangements. 4/03
- c. The Chapter shall reimburse Teacher a combination of automobile and air travel expenses. In no event shall this combination exceed what would have been the normal travel in either a. or b. above.

d. Incidental Expenses:

Teacher may receive an amount not to exceed \$ _____ to cover incidental travel expenses such as ground transportation, baggage handling and other tips. Up to \$ _____ is covered without receipts provided a travel expense log is submitted. All remaining expenses shall be accompanied by receipts or a travel expense log.

2. For a Teacher on tour, the prorated share of the total expense shall be on a per teaching day, not to exceed the from home to _____ [City], _____ [State], Super Saver coach airfare rate. Teacher shall notify The Chapter by letter postmarked on or before _____ [Date], of all teaching engagements scheduled during this tour, including the name of the organization and the dates of engagements, in order for The Chapter to confirm shared travel expenses.
3. Travel plans, with flight numbers, times of arrival and departure, and known expenses shall be postmarked to The Chapter no later than _____ [Date], or sent by fax or email no later than _____ [Date].

E. Housing/Hotel:

The Chapter shall provide housing for Teacher at a _____ [Location] . Teacher shall be reimbursed for hotel accommodations in an amount not to exceed \$ _____. Such reimbursement shall be made at the end of Teacher's class.

