

**EGA SOUTH CENTRAL REGION SEMINAR 2017
CONTRACT FOR TEACHING SERVICES**

This Contract is made and entered into by and between The Embroiderers' Guild of America (EGA) South Central Region Seminar 2017, (hereafter referred to as Seminar) and _____ (hereafter referred to as Teacher) and collectively hereafter referred to as The Parties.

In consideration of the mutual covenants and agreements of The Parties hereafter set forth, The Parties agree as follows:

I. CLASSES - REQUIREMENTS AND AGREEMENTS

Teacher agrees to teach the following classes at Seminar to be held Thursday, June 8 through Saturday, June 10, 2017, at the Marriott Sugar Land Town Square, 16090 City Walk, Sugar Land, TX 77479

Class Days of Week:

Class Title:

Class Length:

Class Day of Week:

Class Title:

Class Length:

- B. Maximum class size shall be 24 students for a single teacher per class and 48 students for two teachers per class unless Teacher initials an increase/decrease in class size below.

_____ **Teacher's initials** _____ **(number)** maximum number of students

Registration for SCR Seminar 2017 will be divided into Priority Registration and General Registration. Priority Registration will begin June 15, 2016 and continues through July 15, 2016. All registrations after Priority Registration closes are considered General Registrations. General Registration will continue until April 1, 2017.

South Central Region, EGA, historically receives 95% of its registrations during Priority Registration. Priority Registration class numbers will be provided to Teacher on September 30, 2016.

If by November 30, 2016 the number of students enrolled for any contracted course to be taught by Teacher has not met the minimum class size, the SCR Seminar Committee, at its sole discretion, may cancel this Contract for Teaching Services or portions thereof, without liability to Seminar and/or Teacher. In the event of cancellation, SCR Seminar 2017 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 or e-mail and a written cancellation confirmation notice shall be postmarked to Teacher no later than December 15, 2016.

- C. If within 30 days of Seminar or during Seminar, the Teacher is unable to fulfill the contractual agreement due to illness, death or other extreme emergency, the Seminar committee retains the right to either cancel the class or to have the class taught during Seminar week, provided a qualified Teacher in the technique is available.

In the case of the class being taught by a substitute teacher, Teacher will have the right to recommend that teacher. In the case of a sudden emergency while on-site causing Teacher to not be able to teach, reasonable lodging expenses will be paid by Seminar until Teacher is able to resume her/his duties or until the end of Seminar, whichever comes first.

- D. Teacher shall not teach any contracted class project within EGA South Central Region 90 days before or after Seminar. SCR consists of the states of Texas, Louisiana, Oklahoma, and Arkansas, as well as a small portion of Mississippi.
- E. The Teacher represents and warrants to EGA (The Embroiderers' Guild of America), with respect to all materials submitted and materials to be distributed to students for the class identified above, either that:

- a. The material is the Teacher's original creation and does not infringe upon copyright of any other person, OR
 - b. For any material not the Teacher's original creation, the Teacher has disclosed to EGA in the teacher proposal, through written credits, the source and author of any preexisting work contained in materials, and the Teacher must procure and grant to EGA a no-cost license to use and distribute the pre-existing work within materials submitted, except for pre-existing materials in the public domain.
- F. Teacher shall indemnify and hold EGA, its regions, its chapters, 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 in paragraph I.E. above.
- G. Teacher agrees to abide by the following EGA Policy: All sales at regional seminars, except boutique/bookstore and EGA merchandise, shall take place on Merchandise Night. No Teacher or Seminar participant may sell items from his/her room or a classroom. _____ **Teacher's initials.**
- H. Teacher gives Seminar permission to publicize class on EGA websites through photograph, class description, and/or Teacher resume. _____ **Teacher's initials**

II. SUBMISSION AGREEMENTS

- A. Teacher agrees to return three signed copies of this contract by mail to Lea A. Peacock, Dean of Faculty, postmarked no later than March 13, 2016.
- B. Teacher agrees to submit the following information by email to Lea A. Peacock, Dean of Faculty, no later than April 17, 2016
- a. An accurate class description for Seminar's website, approximately 150 words in length, written to sell the class. Include exact title, level of proficiency, technique, size (if a set-piece), fabric type and/or count, threads/yarn, note if advance pre-work is required (including approximate number of hours), and/or prerequisites, if any.
 - b. A personal resume of approximately 50 words to be used by Seminar on the Seminar website and for publicity.
 - c. A high-resolution color photograph, preferably digital (JPEG) of the piece(s) to be taught, minimum resolution 300 dpi, suitable for publication on the web. Please send photos of pieces to be taught via email attachment if at all possible to both the Dean of Faculty, Lea A. Peacock (deanoffaculty@scr2017seminar.org) and to the Webmaster, TBD, (webmaster@scr2017seminar.org). Remit no later than April 17, 2016. If using US Postal Service, please send to Dean of Faculty and postmark no later than April 30, 2016.
 - d. If a kit is to be furnished, Teacher shall provide the final kit cost for publication in the website. The kit shall contain high quality materials and the kit cost shall not exceed the retail cost of materials plus shipping.
 - i. If the supplies the student is required to bring to class exceeds \$10.00, a list containing each item and its approximate cost shall be submitted to Seminar for publication on the Seminar website.

e. Classroom Equipment:

- ii. Seminar will provide regular classroom equipment: teacher table, blackboard, dry erase board (please note if you are allergic to dry erase pens), or flip chart, markers, trashcan.
- iii. Teacher should submit a list of any additional or special classroom equipment not listed above and the days and times the equipment shall be used in the classroom (e.g., Friday, 1:00-2:00 p.m.).
- iv. Teacher understands there may be an established rotation schedule for special equipment usage; students may be charged an equipment fee in classes where the Teacher requires the use of special equipment for several days.
- v. Teacher shall be notified as soon as possible if unusual equipment is unavailable.

C. Teacher agrees to submit the following to Lea A. Peacock, Dean of Faculty by May 25, 2016:

- i. The finished set-piece, completed notebook, or visual representation of the class (poster or display), to be transported to Dallas for display at SCR Seminar 2016 in Dallas, TX; dates for SCR Seminar 2016 are June 15-18, 2016; pieces shall be displayed under secure conditions during Seminar 2016 at a time and location to be determined.
- ii. In the case of Teachers attending Seminar 2016 in Dallas, class pieces may be hand-carried to Seminar 2016, by pre-arrangement with Lea A. Peacock.
- iii. Framed pieces shall not be under glass; the piece(s) shall be wrapped adequately to protect from impact and water damage during shipping; piece(s) shall be packed so they may be unpacked and re-packaged easily; do not use Styrofoam peanuts; be sure to indicate the top of the piece(s).
- iv. Seminar shall package the piece(s) securely for return by postmark on or before June 27, 2016. Teachers attending Seminar 2016 in Dallas will be required to pick up class pieces on Saturday, June 18, 2016.

D. A list of names and addresses of students registered for the class shall be supplied to Teacher by Seminar via email on or before April 10, 2017. Teacher shall submit by email on or before April 20, 2017 to Lea A. Peacock, Dean of Faculty, a copy of the letter Teacher plans to send to each student, including the supplies the student shall bring to class. Teacher shall not send anything in student correspondence that could be construed as commercial material.

E. Teacher agrees to send a letter (as described above) and any pre-work, if applicable, to each student enrolled on or before May 1, 2017. If student letter is sent via email, the Teacher shall request a receipt confirmation from the student. If confirmation is not received in a reasonable time, the Teacher shall mail a letter via the postal service.

F. Additional students, up to the class maximum, may register until May 15, 2017, with the advance approval of Teacher by email or letter.

G. Shipping kits: If desired, Teacher can ship kits, at their cost, to Dean of Faculty with a postmark date on or before June 1, 2017. Boxes shall be of manageable size.

H. Kit fees, including those for optional materials supplied by the Teacher, shall be collected from students by Seminar after registration and confirmation of class.

I. The Teacher shall be reimbursed for kit fees during Seminar upon completion of the Faculty Expense Form to be submitted during Seminar.

In case of student cancellation, Teacher wishes the kit to be handled according to the option as initialed below:

- a. Option a*: _____ **Teacher's initials**: Kit goes to student and Teacher is paid for it at the close of Seminar.
- b. Option b. _____ **Teacher's initials**: Kit is returned to Teacher and amount is deducted from kit cost reimbursement at Seminar.

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. Teacher requiring such pre-class work will therefore need to

check the first option, Option a.

- J. Copy of Written Material and/or Instructions for the class(es) emailed or postmarked on or before May 1, 2017 to Lea A. Peacock, Dean of Faculty. Teacher agrees to submit to Dean of Faculty no earlier than 45 days prior to seminar a copy of the written material and/or instructions each student will be given in class, outlining all techniques needed for completion after class. Instructions shall include a list of reference materials and/or a bibliography. This copy shall be held in the event of teacher illness/emergency and shall be returned following seminar.

III. FEES AND EXPENSE REIMBURSEMENT

A. Teaching Fees:

1. Seminar shall pay Teacher a daily teaching fee of \$375.00 for six (6) hours of teaching per day; teaching days are Thursday, June 8, Friday, June 9, and Saturday, June 10; teaching hours each day will be 8:30 a.m. – 11:30 a.m. and 1:30 p.m. - 4:30 p.m. A teaching fee shall not be paid for day(s) not in the classroom.
2. All payments shall be made in the form of a check payable to Teacher accompanied by an EGA Payment Reporting Form (1099-MISC).
3. Teacher agrees to supply his/her social security number or EIN to EGA National Headquarters.
4. Seminar shall reimburse Teacher for all fees at Seminar.
5. If a Seminar Teacher is unable to teach, the substitute teacher shall be compensated at 75% of the teaching fee and the contracted teacher shall be compensated at 25% of the teaching fee.
6. Teacher shall provide Seminar with an itemized invoice for kit fees when kits are sent to the Dean of Faculty. Seminar shall reimburse Teacher for kit fees at Seminar.

B. Travel:

1. Seminar shall reimburse Teacher for air travel expenses when the home address is more than 200 miles one-way from Houston, Texas. The amount of reimbursement shall be the round trip least expensive, coach airfare between Teacher's home airport and Houston, TX. Teacher shall be reimbursed for airfare at Seminar.
2. For teachers whose home address is less than 200 miles one-way from Houston, Texas, Seminar shall reimburse Teacher for travel expenses incurred for automobile travel at the 2017 standard mileage rate set by the IRS for round trip distance between Teacher's home address and Houston, Texas.
3. For teachers who live more than 200 miles one-way from Houston, Texas, automobile travel will be reimbursed at the 2017 standard mileage rate set by the IRS up to the amount of round trip least expensive coach airfare between the teacher's home airport and Houston, Texas.
4. The fastest route on Google Maps will be used to determine the distance for any mileage reimbursement. Reimbursement for automobile travel will be paid at Seminar.
5. For a Teacher on tour (teaching in multiple venues without returning home), Seminar's share of the total travel expense shall be pro-rated per teaching day, not to exceed the from-home-to-Houston, Texas, least expensive coach round trip airfare rate. Teacher shall notify Seminar by email or postmark on or before May 1, 2017 of all teaching engagements, including the name of the organization and the dates of engagements, in order for Seminar to confirm shared travel expenses.
6. Travel plans, with flight numbers, times of arrival and departure, and known expenses shall be emailed to the Dean of Faculty no later than May 20, 2017.
7. Teachers shall plan to arrive at the Marriott Sugar Land Town Square on Wednesday, June 7, 2017 no later than 4:00 p.m. unless prior arrangement has been made with Lea A. Peacock, Dean of Faculty.
8. Teacher will receive \$65.00 per diem for up to five (5) days. This per diem shall be used to cover incidental travel expenses such as baggage handling and fees, other tips, and meals not provided by Seminar. No receipt will be

required.

9. Meals: Seminar shall provide Teacher with three (3) lunches and one (1) banquet.
10. Seminar shall provide accommodations at the Marriott Sugar Land Town Square, Sugar Land, Texas for a maximum of four (4) nights while Teacher is a Teacher at Seminar, unless option b is chosen below. The Teacher shall have a choice of accommodations. If the teacher chooses to share a room with another contracted teacher, she/he may add an additional night to be paid by Seminar at one-half the room rate, either one day before or one day after Seminar. Such accommodations shall be invoiced to the Seminar's master hotel account.

Please initial choice:

Option A: I prefer a single room at Seminar. **Teacher's initials** _____

Option B: I prefer to share a room at Seminar. **Teacher's initials** _____

a. If Option B is selected, choose either option i. or ii. below:

i. I would like to add Tuesday, June 6, 2017. **Teacher's initials** _____

ii. I would like to add Sunday, June 11, 2017. **Teacher's initials** _____

11. A list of faculty members shall be sent as soon as the Seminar Contracts are completed so that if Teacher chooses to share a room, they may make own roommate arrangements. Teacher shall notify Dean of Faculty of roommate choice by email or postmark on or before March 31, 2017.
12. Personal incidental expenses shall be the responsibility of the Teacher.
13. Seminar registration fee is waived for Teacher for the period of contracted class instruction. Should Teacher wish to participate in any optional Seminar activities, applicable fees shall be paid by Teacher on or before May 1, 2017. Payment shall accompany Seminar registration form from Seminar's website and shall be sent to the Seminar Registrar.

IV. CLOSING RECITALS

A. By signing this contract, Teacher certifies the following:

1. Teacher will abide by EGA policy stating that no Teacher or Seminar participant may sell items from his/her room or a classroom; all sales at Seminar except bookstore and boutique sales shall take place on Merchandise Night; teachers who wish to sell items during Seminar must purchase a table at Merchandise Night.
2. Teacher gives Seminar permission to publicize class on EGA web sites through photograph, class description, and/or Teacher resume.

B. Teacher indemnifies and holds harmless EGA, SCR and Seminar for any loss, cost, damage, or expense that may be incurred for any and all of the following:

- a. Cancellation of all or part of Seminar, regardless of the cause of such cancellation.
- b. Cancellation of all or part of a Teacher's class as set forth in this contract.
- c. Loss of Teacher property that was mailed or otherwise delivered to Seminar, the Dean of Faculty, or the Seminar hotel, due to fire, theft, or damage of any kind.
- d. Injury or alleged injury of any kind to any person resulting in any way from the execution of this contract by Teacher.
- e. Failure of Seminar hotel to provide to Seminar or Teacher any items not covered by this contract.

C. Teacher understands and agrees that failure to comply with this Contract and its requirements and deadlines may result in

cancellation of this Contract for Teaching Services.

- D. Teacher shall execute and return three (3) copies of this Contract for Teaching Services to Lea A. Peacock, Dean of Faculty, at the address hereinafter listed by March 13, 2016. All three copies will be signed by all the parties listed below, and a completely signed copy will be returned to teacher.
- E. This Contract for Teaching Services represents the entire agreement between The Parties and any other agreements or contracts between The Parties, whether written or oral, shall be null and void.
- F. If any dispute arises between The Parties regarding the terms and conditions of this Contract for Teaching Services, such disputes shall be governed by the laws of the State of Texas.

Signatures:

Teacher

Date Signed
OR

Business Name

By

Date Signed

PLEASE PRINT

Name _____

Address _____

City, State, Zip Code _____

Telephone (incl. Area Code) _____

Email _____

Fax No. _____

Asst RD
SCR Assistant Region Director

Date Signed

Lea A. Peacock
Dean of Faculty

Date Signed

Lea A. Peacock, Dean of Faculty
Address: P.O. Box 530098 Harlingen, TX 78553
Phone: Cell: 956 367 1766
E-mail: faculty@scr2017seminar.org