

_____ REGION EGA
SEMINAR _____
CONTRACT FOR TEACHING SERVICES
(FOREIGN TEACHER WITH VISA)

This Contract is made and entered into by and between Name of Region, Seminar _____ (hereinafter referred to as Seminar) 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:

VISA REQUIREMENTS
(Provisions in this section are mandatory)

- A. It is understood and agreed to between The Parties that Teacher does not currently hold a valid visa for entry into the United States of America (hereinafter USA) for purposes of conducting business and/or receiving compensation for such services.
- B. It is further understood and agreed to between the Parties that Teacher shall provide The Embroiderers' Guild of America, Inc. (hereinafter EGA) with all requested documentation and written literature, including but not limited to, a résumé detailing Teacher's expertise in the field of embroidery, copies of a bibliography of any and all published works, copies of all certificates, awards, or degrees earned in the field of embroidery, and a listing of names of organizations, dates of teaching and subject matter taught, for the purpose of EGA filing the appropriate Application(s) with the U.S. Bureau of Citizenship and Immigration Services for obtaining a lawful entry visa for Teacher to teach at Seminar. Such documentation and written literature shall be forwarded to EGA Headquarters, 501 Baxter Avenue, Suite 200, Louisville, KY 40204, received on or before Date and no later than nine months prior to the first day of seminar. EGA shall notify Teacher of all efforts to obtain such lawful entry visa and Teacher shall comply with additional requests for documentation and written literature, as requested, to assist in this process. 1/04 [Note: Be sure that these dates are removed when printing a contract for teacher. The dates are included only for the purpose of tracking.]
- C. It is further understood and agreed to between the Parties that Teacher shall not hold Seminar liable or responsible for any expenses in preparation for this seminar, including but not limited to, teaching fees, kit costs, travel expenses, until such time as Teacher has received written notification from seminar that a lawful entry visa has been obtained for this Seminar.
- D. It is further understood and agreed to between the Parties that Teacher shall comply with all laws of the USA regarding the payment of any and all taxes which may be due, or become due, as a result of Teacher's participation in and compensation for such teaching services. All sums due Teacher for participation at seminar shall be paid in U.S. dollars.
- E. It is further understood and agreed to between the Parties that Teacher shall be bound by the cancellation policies hereinafter defined.
- F. The teacher shall notify seminar by letter received on or before Date and not less than nine months prior to the first day of all teaching engagements and/or services to be

performed while in the USA, during the period immediately preceding and/or following seminar. The Teacher shall provide the name of the organization(s) and dates of engagements in order for Seminar to confirm shared travel expenses and to comply with visa petition requirements.

CLASSES – REQUIREMENTS AND AGREEMENTS

- A. Teacher agrees to teach the following classes at Seminar to be held _____ [Day] _____ [Date] through Friday _____ [Date], at _____ [Name of Facility], in _____ [City], _____ [State].
- Class 1 Title
Class 1 Length
Class 1 Days of Week
Class 1 Technique
- Class 2 Title
Class 2 Length
Class 2 Days of Week
Class 2 Technique
- B. Maximum class size shall be _____ [Number] students unless prior written agreement is received by dean of faculty from Teacher. Teacher shall notify dean of faculty in writing by postmark on or before _____ [Date] if Teacher is willing to increase class size.
- C. If by close of registration date for any contracted course to be taught by Teacher the minimum class size is not met, Seminar, 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, **Seminar 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. 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. A teaching fee shall not be paid for day(s) not in the classroom. 4/99
- E. Teacher shall not accept any other teaching contracts for the time period of _____ [Date] to _____ [Date].
- F. 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 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. 1/01

- G. Teacher shall provide teaching examples for display at Region Seminar _____ in _____ [City], _____ [State], for publicity purposes. Pieces shall be displayed under secure conditions during Seminar _____ at a time and location to be determined. Teachers attending Seminar _____ shall be required to pick up piece/pieces after display. (Optional Paragraph)
- H. Teacher shall not teach this class within _____ [Name of Region] thirty (30) days prior to or following Seminar. (Optional Paragraph) 7/01
- I. Teacher agrees to abide by the following EGA Policy: All sales at National 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. (Optional Paragraph – Region may define own rule)
- J. Teacher gives Seminar permission to publicize class on EGA Web sites through photograph, class description, and/or Teacher resume. _____ Teacher's initials 7/98
- K. EGA fosters values of honor, mutual respect, cultural sensitivity, integrity, and responsible conduct. Teachers are expected to provide clear and complete course instructions; provide quality kits; and interact with students in a professional, courteous manner. At the discretion of EGA, teachers who violate the code of conduct are subject to a sliding scale of actions as provided in Policies and Procedures. _____ Teacher's initials 10/2018

SUBMISSION AGREEMENTS

- A. **Teacher agrees to submit, by postmark on or before _____ [Date], to _____ [Name], dean of faculty, the following:**
 1. The finished set piece or completed notebook. If the student is to do original work, a sample of such work shall be sent for Seminar's brochure photography. No line drawings or photographs shall be accepted. 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. Construct an envelope of bubble wrap into which the piece(s) shall easily slip. Do not use styrofoam peanuts or wrap tightly in bubble wrap or foam wrap and tape. Be sure to indicate the top of the piece(s). Seminar shall wrap the piece(s) securely for return to Teacher.

2. An accurate class description for Seminar's brochure, approximately 75 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, advance pre-work required (including approximate number of hours), and/or prerequisites, if any.
3. A personal resume of approximately 50 words to be used by Seminar in the brochure for publicity. Course description and resume were requested in the proposal. Please edit them for the brochure at this time and return them to the Dean of Faculty.
4. 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.
 - a. Pre-addressed labels for shipping kits to Seminar shall be provided to Teacher received on or before _____ [Date]. Please use boxes of manageable size. If you cannot lift them easily, someone else cannot either.
 - b. Kit fees, including those for optional materials supplied by the Teacher, shall be collected from students by Seminar after registration and confirmation of class. The Teacher shall be reimbursed for kit fees during Seminar upon completion of the Faculty Expense Form.
5. If supplies student is required to bring to class exceed \$10, a list containing each item and its approximate cost shall be submitted to Seminar for publication in the seminar brochure.
6. 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 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. Teachers requiring such pre-class work will therefore need to check the first option. 1/01

7. Classroom Equipment:
 - 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).
 - b. A list of special classroom equipment such as slide projectors, sewing machines and computers, and the days and times the equipment shall be used in the classroom (e.g., Monday, 1:00-2:00 P.M.) should also be included. 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. Teacher shall be notified as soon as possible if unusual equipment is unavailable.

B. **The following shall be submitted in writing received on or before _____**
[Date], **to _____** [Name], **dean of faculty:**

1. A copy of the letter Teacher shall send to each student with itemized lists of supplies Teacher shall furnish and the supplies the student shall bring to class.
2. A list of materials to be used in the class.
3. A list of suggested books and materials Teacher would like to have available to their students through the Bookstore/Boutique.
4. Choice of roommate for shared hotel room or request for assistance in locating a roommate.

C. **Letter and Pre-work to Students shall be received on or before _____** [Date].
Teacher agrees to send a letter (as described above) and any pre-work, if applicable, to each student enrolled, received on or before _____ [Date]. A list of names and addresses of students registered for the class shall be supplied to Teacher by seminar received on or before _____ [Date]. Additional students, up to the class maximum, may register until _____ [Date], with advance written approval of Teacher.

Teacher shall not send anything in student correspondence that may be construed as commercial material.

D. Copy of Written Material and/or Instructions for the class(es) received on or before _____ Date _____ to Name, 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. 2/03

FEES AND EXPENSE REIMBURSEMENT

A. Teaching Fees:

Seminar shall pay Teacher a fee of \$_____ for teaching which begins at _____ [Time] P.M., _____ [Day], _____ [Date], and ends _____ [Day], _____ [Date], at _____ [Time]. The teaching week includes _____ [Number] days of teaching. If a Teacher is contracted to lecture or teach other class(es), that service shall be compensated as shown on page ____ of this contract. All payments shall be made in the form of a check payable to Teacher accompanied by an EGA Payment Reporting Form (1099- MISC).

B. 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. 1/06

C. Teacher shall provide seminar with an itemized invoice for kit fees received on or before _____ [Date]. Seminar shall reimburse Teacher for kit fees on or before _____ [Date].

D. Travel:

1. a. Seminar shall reimburse Teacher for travel expenses incurred for automobile travel at the rate of \$ (up to IRS standard mileage rate) for the round trip distance between 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. Seminar shall reimburse Teacher for air travel expenses. 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 seminar unless Teacher chooses to book reservations through the seminar travel agent. Teacher shall notify seminar on or before [Date], whether Teacher requests that seminar make the travel arrangements. 4/03

c. Seminar 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 travel expense shall be based on a per teaching day, not to exceed the from home to _____ [City], _____ [State], lowest round trip coach airfare available. Teacher shall notify seminar by postmark on or before _____ [Date], of all teaching engagements, including the name of the organization and the dates of engagements, in order for seminar to confirm shared travel expenses.

3. Travel plans, with flight numbers, times of arrival and departure, and known expenses shall be received by the dean of faculty no later than _____ [Date] or sent by fax or email no later than _____ [Date].

4. Teachers teaching _____ [Number] or more days at seminar shall arrive at the _____ [Name of Facility] on _____ [Day], _____ [Date], not later than _____ [Time] P.M. All other Teachers are exempt from this requirement.

E. Per Diem Reimbursement:

A per diem of \$_____ per day for a maximum of _____ [Number] days is provided for those teaching _____ [Number] days in addition to complimentary

opening and closing events and one function for orientation. The per diem shall be calculated accordingly for those teaching fewer than four days. (Optional Paragraph) OR Seminar shall provide Teacher with the following meals:

Breakfasts: ___ Lunches: ___ Dinners ___ Opening Banquet: ___ Closing Banquet: ___

F. Housing/Hotel:

1. Seminar shall provide one-half of a double room at _____ [Name of Facility] for a maximum of _____ [Number] nights while Teacher is a Teacher at Seminar. Such accommodations shall be invoiced to the Seminar's master hotel account.
2. A list of faculty members shall be sent as soon as the Seminar Contracts are completed so Teacher may make own roommate arrangements. Teacher shall notify dean of faculty of roommate choice in writing by postmark on or before _____ [Date]. If Teacher requests assistance with selecting a roommate, Seminar shall provide assistance and information. Room location decisions shall be made by the dean of faculty.

G. Seminar Registration Fee:

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 _____ [Date]. Payment shall accompany Seminar registration form from Seminar's brochure and shall be sent to the Seminar Registrar.

CLOSING RECITALS

- A. 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.
- B. Teacher shall execute and return three copies of this Contract for Teaching Services to the _____ [Dean of Faculty], at the address hereinafter listed.
- C. 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.
- D. 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 _____.

Dated: _____ Teacher Signature

OR

Date _____ Business Name _____ By: _____

Title

PLEASE PRINT

Address _____
City, State, Zip Code _____

Telephone () _____ Facsimile () _____
E-mail _____

Dated: _____ [Name of Region], EGA

By: _____

Region Director

APPROVED AS TO FORM AND CONTENT:

Seminar Chair

Dean of Faculty, Seminar _____

Address _____

Telephone (_____) _____

Facsimile (_____) _____ E-mail _____

REGION, EGA, SEMINAR _____
FACULTY SCHEDULE AND CHECKLIST

For your records, please make note of the following dates and fill in those dates when you mail or receive materials:

Date Due	Date Completed	
_____	_____	Three copies of contract mailed to teacher for signature
_____	_____	Teacher mails signed contracts to dean of faculty
_____	_____	Teacher mails copies of all documentation defined in paragraph entitled Visa Requirements to EGA Headquarters, 501 Baxter Avenue, Suite 200, Louisville, KY 40204. (Insert date nine months earlier).
_____	_____	Finished piece for photography, class descriptions, personal résumé, list of kit contents, kit cost, and equipment list shall be postmarked to dean of faculty
_____	_____	Projects returned to teacher at Seminar or by UPS/USPS for those not attending.
_____	_____	Letter to be sent to students, materials list, boutique/bookstore list, and roommate choice shall be postmarked to dean of faculty. 2/03
_____	_____	Copy of written materials and/or instructions each student will be given in class by Teacher
_____	_____	Brochure mailed. Seminar registration opens
_____	_____	Cancellation of classes which do not fill
_____	_____	Class rolls and hotel registration forms mailed to faculty.
_____	_____	Teacher mails letter and pre-work, if applicable, to students.
_____	_____	Kits shipped and dean of faculty notified of teacher's travel plans.
_____	_____	Teachers arrive in _____ .

_____	_____	Faculty Orientation
_____	_____	Meet the Teachers
_____	_____	Seminar classes begin.