

## Ely Folk School Instructor Contract

### Both parties agree:

- 1.** Ely Folk School (EFS) desires Instructor to share his/her talents, skills, and experience to students in the stated class on the following dates and times and agrees to pay Instructor according to the compensation schedule listed below.
2. Instructor accepts this assignment and confirms that he/she is qualified for the position as described.
3. **Compensation:** EFS agrees to compensate the Instructor at the rate of 40% of total tuition. Class tuition is \$10 per student per class hour. Instructors are responsible for providing necessary materials for their class and for determining a per-student materials fee to cover that expense. EFS will add the materials fee to each student's registration fee and will compensate the Instructor accordingly. Upon completion of the class, Instructor will sign an invoice to be submitted. Payment will normally be made within two to three weeks of submission.
4. **Independent Contractor:** It is understood that the Instructor is acting as an independent contractor and not an agent or employee of EFS and is therefore not eligible to lay claim to benefits from retirement, Social Security, Workers Compensation, health insurance, or any other benefits conferred upon employees or agents of EFS. The Instructor will be responsible for paying his/her own medical bills and other expenses for any personal illness or injuries occurring during the term of this contract.
5. **Reporting of Income:** It will be the responsibility of the Instructor to properly report monies earned as a result of work done for EFS to the state and federal governments. EFS will distribute Internal Revenue Service Form 1099 to the state and federal governments and to Instructor describing monies earned if annual income from EFS is greater than \$600. EFS does not withhold any taxes from your check. EFS encourages Instructors to maintain records of their expenses associated with teaching the class as these expenses may be used to offset income taxes. Please consult with a qualified tax preparer for information regarding your specific situation.
6. **Cancellation:** EFS reserves the right to cancel the class up to five days in advance for insufficient enrollment. EFS reserves the right to cancel a class up to forty-eight (48) hours in advance of a class for inclement weather or structural/physical obstructions to the school facility beyond EFS' control.
7. **Minimum/Maximum Number of Students:** Instructor agrees to indicate the minimum and maximum number of students. The default is to a minimum of one student and a maximum of ten students. Any changes must be agreed upon by both parties prior to the class.

8. **Materials and Supplies:** Instructor is responsible for obtaining and supplying all materials, supplies and equipment necessary to provide the service unless pre-arranged with EFS. Instructor will submit for approval by EFS any materials cost above the initial registration fee before any charges are required of the students, which will be added to the student course fee. Instructor is responsible for the care of EFS owned equipment, supplies, and property.
9. **Photo Release:** Instructor agrees that photos/videos of Instructor, products, materials, and processes are allowed and agree that EFS may use the photos/videos as desired for publicity, marketing, historical records, and other legitimate uses. Should Instructor have concerns about photos/videos, this must be discussed with EFS prior to signing this agreement.
10. **Hold Harmless:** The Instructor agrees to hold harmless, defend and indemnify the EFS, its officers, agents, volunteers and employees, from and against any and all liability, claims, demands, losses and actions for injury to and/or death of persons and/or damage to property arising out of or incurred in connection with Instructor's performance of this contract.

**11. Instructor Responsibilities:**

**Marketing:** We all want the classes to be successful. Instructors are strongly encouraged to share information about their specific classes with friends, clients, and acquaintances during shows, fairs, meetings, and/or via email and social media. Instructors will provide EFS with class descriptions and photos of their work to include in the course catalog and other advertising.

**Team Effort:** Instructors are an integral part of the EFS team, and as such are representatives of the EFS and its mission, role in the community, and its policies. EFS values Instructors' input. Please bring any issues or concerns to an EFS staff member or Board of Directors.

**Instructor agrees to:**

- ❖ Have fun with your class!
- ❖ Begin and end classes within the agreed-upon time frames.
- ❖ Ensure that all participants are properly enrolled through EFS.
- ❖ Ensure all students properly complete and sign the waiver at the very start of class before any activities or instruction is begun.
- ❖ Conduct a brief safety orientation in which all students will be apprised of hazardous materials and safety procedures during the first class in which a student is in attendance. If class is held off-site from EFS property, Instructor will provide a first-aid kit supplied as appropriate for the activities to be conducted.
- ❖ Promptly bring to the attention of the Coordinator or any Board member any unsafe conditions or any inappropriate student behaviors. Complete an Incident Report Form in the event of an injury or accident.
- ❖ Complete, collect and submit all paperwork as requested, i.e., liability waivers, evaluations, Instructor invoice.

12. **Contract End:** This agreement between Instructor and EFS will end upon the first to occur of the following:

1. Upon expiration of the term of this Agreement.
2. Upon inability of Instructor to perform his/her duties as agreed upon.
3. Upon mutual agreement of EFS and Instructor in writing.

13. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and any modifications, additions or amendments to this Agreement will be of no force, effect or validity unless in writing, signed by the parties. This Agreement may not be supplemented, modified or terminated orally.

Signed \_\_\_\_\_ Date \_\_\_\_\_