



# THE HENDERSON

Wayne C. Henderson School of Appalachian Arts

## The Henderson Memorandum of Understanding

Instructor: \_\_\_\_\_ Course Date \_\_\_\_\_

Course Name: \_\_\_\_\_ Room/Studio: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Instructor Website: \_\_\_\_\_

### The Instructor will:

1. Provide \_\_\_\_\_ sessions, each \_\_\_\_\_ hour(s) in duration, at THE HENDERSON'S facilities.
2. Coordinate one initial planning session with the administration or staff of THE HENDERSON.
3. Provide THE HENDERSON with student evaluation forms.
4. Provide THE HENDERSON with complete student roster that includes all contact information.
5. Coordinate and implement adequate marketing and advertising for their classes, NOT solely relying upon THE HENDERSON for all marketing and advertising responsibilities.

### THE HENDERSON will:

1. Pay 70% of total class fees for the TEACHING ARTIST program described above at the completion of the program. Checks are processed twice a month and will be issued on or around the 15th or 30th of the month.
2. Assist in the coordination and scheduling of program activities.
3. Assist in the marketing and advertising of scheduled activities, which will include (at least) social marketing posts on Facebook, HendersonSchool.org, email blasts, selected newspaper ads and selected radio spots.
4. Accommodate at least one meeting between staff and the teaching artist.
5. Ensure at least one staff member is present in the building during all sessions
6. Inform the Instructor of changes to THE HENDERSON'S schedule, which may result in cancelled or rescheduled classes.
7. Complete teaching artist evaluation forms at close of program.



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**CANCELLATION:**

Contracts between the instructor and THE HENDERSON require that \_\_\_\_\_ days notice be given by either party if the service is to be cancelled or dates changed. Rental fee is non-refundable and due prior to day of class. Please remit at least two weeks prior to event.

**HOLD HARMLESS:**

THE HENDERSON shall be held harmless for any injury, loss, damages, or expenses of any nature sustained by the instructor in the conduct of any workshop or class or in the execution of any duties or obligations pertaining to this Agreement.

**CONTRACT ADDENDUM:**

If contract is to be extended beyond the above-agreed amount of time, payment cannot be made unless both parties sign a new contract before the additional time is worked. If agreed enrollment is not met: \_\_\_\_\_ students, The Henderson has right to cancel class and refund deposit to student.

**INDEPENDENT CONTRACTOR STATUS:**

The Instructor and THE HENDERSON have reviewed and considered the Project Description below and agree that the Instructor is an independent contractor and not an employee of THE HENDERSON. The Instructor is responsible for all insurance (worker’s compensation, unemployment, etc) and all payroll related taxes. The Instructor is not entitled to any employee benefits. THE HENDERSON agrees that the Instructor shall have the right to control the manner and means of accomplishing the result contracted for herein.

**COMMISSION:** The Henderson will remit 70% of the class fees to the seller and retain a 30% commission.

Instructor Fee	
Henderson %	
Less Supply Costs	
Final Course Fee	

I certify that I have read the terms of this agreement and agree to all terms stated herein.

\_\_\_\_\_

Instructor: Print Name

\_\_\_\_\_

Catherine Poole, Executive Director

\_\_\_\_\_

Signature

Date

\_\_\_\_\_

Signature

Date

Sign and return one copy to the Wayne C Henderson School of Appalachian Arts

203 North Church Street

Marion, VA 24354