

## **TEACHING ARTIST AGREEMENT**

Governing classes and workshops at Contracommon

### **BASIC INFORMATION**

We accept proposals from all artists in all art styles to offer workshops and classes at Contracommon. As there are no vent hoods, methods and techniques requiring toxic chemicals or a fully aerated room should not be used.

Contracommon is staffed Fridays, Saturdays and Sundays from 12-6pm during exhibition runs only. These are the best times to have classes in place. However, classes may be scheduled within the space at any time, as agreed upon in advance between the Teaching Artist and Contracommon.

The time publicly announced on the website are the hours of instruction. Unless otherwise requested, we assume 30 minutes before and after the posted class time are sufficient for set up and cleanup, and will ensure there are personnel onsite to provide access and lock up. Unless otherwise agreed in advance, the onsite personnel are not available or responsible for assisting you during the class outside of emergencies.

### **MARKETING**

We will market the classes through:

- The Contracommon Facebook and Instagram accounts
- Our email list (kept current)
- The Contracommon website
- When individuals visit our space, for viewings and during events
- The Hill Country Galleria and their associated PR team (generally covers local news stations, Austin 365, the Chronicle, and more)
- Glasstire

We ask that you market your classes through the following. We find that invitations from artists who are known to the patron/customer garner more attendance than other means:

- Your Facebook, Instagram, Twitter and web pages/feeds
- Customer lists and email lists you may have

### **CLASS PRICING, COMMISSIONS, AND RELATED TOPICS**

#### **Class Pricing**

We welcome proposals of all class arrangements and pricing models, though we encourage the following layouts and pricing models:

**Demos and artist talks:** one-off lessons or conversations that may last between 1-3 hours in duration, where students listen and watch the Teaching Artist but do not typically create work.

- These may be offered for free, at a recommended donation of \$5-10, or for a set tuition (recommended to be \$35 or less per student).

**Workshops:** one-off lessons that last between 3 and 6 hours in duration. Students should be able to practice a new method or technique, and perhaps bring home a small test piece. These are generally expected to be introductory in scope, but can be held at any level of experience.

- For a 3 hour class, we recommend a minimum tuition of \$35 per student.
- For a 6-hour class, we recommend a minimum tuition of \$75 per student.

**Classes:** a series of recurring lessons over a set period of time. These classes generally result in highly refined or finished works from students upon completion of the course. Be mindful of other classes (including their instructors and listed pricing) offered in the greater Austin Area during your proposed class time and use such information to help guide you.

- For a series of (6) three-hour classes over six weeks, we recommend a minimum tuition of \$210 per student.
- For a series of (10) three-hour classes over 10 weeks, we recommend a minimum tuition of \$350 per student.

### **Equipment, Supplies, and Related Fees**

At the current time, it is expected that the Teaching Artist will provide all necessary supplies and equipment for their workshop unless otherwise discussed. As an alternative, Teaching Artists may assign a **Supplies List** for students to purchase on their own, and/or they may assign an additional **Materials Fee** so that they may purchase the necessary equipment.

Please note: we find that a large materials fee in addition to Tuition costs much higher than the suggested minimum often reduces the final class enrollment size. Contracommon strives to create affordable and accessible opportunities for artists of all backgrounds, skills and income levels, while also maintaining a highly competitive commission rate for both Teaching and Exhibiting Artists. Please set your pricing in a way that is appropriate for you and your needs, while keeping your audience in mind.

### **Supplies List**

If the Teaching Artist wishes to assign a Supplies List for students to purchase ahead of class on their own, such a list must be assigned and published with the class registration at the outset.

- It is recommended that the Teaching Artist provide links to suggested materials where possible or relevant, to guide students in the right direction
- It is recommended that the Teaching Artist have additional materials on hand for the workshop or class, in the event that students purchase the wrong items, or could not find them

### **Materials Fee**

If the Teaching Artist wishes to charge a flat Materials Fee in addition to the price of tuition, such fee must be assigned and posted with the class registration at the outset.

- Materials Fees should be appropriate for the cost of materials, as if the student were to purchase the items themselves. Contracommon reserves the right to ask for an itemized list of what would be provided in exchange for the Materials Fee, and reserves the right to publish this information for students.
- No commission will be taken from the cost of Materials Fees. All fees will be remitted in full to the Teaching Artist. However, Materials Fees will be paid together with the final tuition commission payment, *not* in advance of the workshop or class.

### **Equipment by Request**

Contracommon does possess some community-owned equipment that may be available for use upon request. Teaching Artists are not guaranteed to be provided with the equipment unless agreed upon in writing in advance of the class or workshop. Teaching Artists should request equipment as early as possible. Equipment that may be available includes:

- Woodshop Equipment\* including a miter saw, drills and drivers, air compressor and pneumatic tools, and basic hand tools
- A Blick 990 Model II Etching Press (max print size 17" x 30"), and hand-printing tools like bench hooks, brayers, and barrens

- Basic equipment (easels, drawing boards, or palettes) may be available in small number, as well as office equipment like computer access and black and white printing
- Basic supplies like pencils, erasers, scissors, utility blades, etc may be available
- Gamsol low-odor mineral spirits - we have a recycling station on site. No other paint thinners may be used within the facility
- Access to Laundry or basic kitchen facilities (microwave, fridge, blender, etc)
- Access to specific outdoor area for aerosol sprays or other smelly substances to be used (dependent on weather conditions, and the materials in question). Teaching Artist may be asked to provide a drop cloth or other protective material to cover the area
- Access to a room that is dark (like a dark room, but currently without photo equipment), great for exposing screens or other light-sensitive material

\*Teaching Artist must attend a Woodshop Orientation or otherwise be able to demonstrate competency with power tools via interview with Contracommon personnel. Will require Liability Waivers to be signed by all participants using equipment, and all responsibility of safety and education for these students falls on the Teaching Artist. Contracommon is not liable for personal or property damage associated with the Woodshop.

### **Commissions**

Contracommon provides a 70% commission on all student tuition to the Teaching Artist. 30% commission is retained by the nonprofit to cover hard costs associated with programming including advertising and promotion, facilities upkeep, staffing, rent and utilities.

All Materials Fees will be paid to the artist in full. No commission is retained by the nonprofit for Materials Fees charged. Materials Fees are paid in combination with the tuition Commission, within two weeks of the last class, unless otherwise discussed and agreed upon in writing ahead of time.

### **Payment and W-9**

- All Teaching Artists will complete a W-9 before payment is made. Contracommon files 1099-Misc and 1099-NEC forms with IRS as required by law. A fillable form can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>. Send a completed form to [contact@contracommon.org](mailto:contact@contracommon.org) after we have confirmed your class. This will expedite the payment process.
- The artist will be paid via paper check within two weeks after the last class by notifying the treasurer at [contact@contracommon.org](mailto:contact@contracommon.org) that the class has been completed and the W-9 form has been received.

### **Situations Affecting Expected Payouts**

- Excessive mess or damage to supplies, equipment, or any part of the facility will result in all payments being held until a full assessment has been completed by Contracommon. Any and all costs associated with cleaning or damages will be withheld from the Teaching Artist's pay. An itemized list of costs will be provided should the situation occur. If the cost of cleaning or damages exceeds the amount of a Teaching Artist's pay, the Artist will be invoiced appropriately and should expect to pay the amount owed within 30 days. Please ensure the facility and equipment are kept clean and taken care of.
- Contracommon pays fees on every transaction paid or received, including for registration. If a Teaching Artist must cancel a class, the fees paid upon enrollment, and fee charges for refunding will be paid by the instructor. The instructor will be invoiced for such charges. If there are no paid registrations on file, there is no charge to the instructor. If Contracommon must cancel the class, the instructor will not be charged.

## REFUND POLICY, CLASS MINIMUMS, AND CANCELLATIONS

### Refund Policy

All students agree to Contracommon's Refund Policy upon registration for a class or workshop. The refund policy is as follows:

"Contracommon reserves the right to cancel any workshop at any time. If Contracommon cancels a workshop, all participants will be notified via email with as much notice as possible and will receive a 100% refund for all tuition and materials fees paid.

Participants who cannot attend the workshop should email [contact@contracommon.org](mailto:contact@contracommon.org) at least 48 hours before the workshop in order to receive a 50% refund on tuition costs only. Materials fees are non-refundable in any circumstance. Participants who do not email prior to 48 hours notice will not be able to receive any refund due to supplies and teaching costs which are already incurred."

### Class Minimums

Teaching artists may set their own class minimums and maximums up to 12 students. Contracommon recommends a minimum of 2 students and a maximum of between 10 and 12, depending on the activities and space required.

If a class does not meet the minimum required registrations by 96 hours (5 days) prior to the start of the class, Contracommon will reach out to the Teaching Artist to determine if they'd like to a) move forward with the class anyway, b) reschedule, or c) terminate the class. This decision must be made by 72 hours prior to the start of class.

The following actions will occur in the case of each applicable decision:

- a) **to continue with the class:** Contracommon and the Teaching Artist should attempt to advertise the remaining space available so that more registrations may be received. Commissions for tuition and materials fees are unaffected and will be remitted to the Teaching Artist in full.
- b) **to reschedule:** Contracommon will reach out to the registered students and offer a free transfer to the rescheduled class date, or will refund students 100% of their costs. Teaching Artists will not be remitted tuition or materials costs for students who ask for a refund.
- c) **to terminate:** the class registration will be removed from the website at this time. All students will be made aware of the class termination and will be refunded 100% of their tuition and materials fees. Teaching Artists will not be remitted tuition or materials costs for students who are refunded.

### Cancellations

For students who cancel their registrations:

- Teaching artists will be made aware of any students who cancel before the 48-hour deadline and will receive 25% of the tuition collected for these cancellations.
- Teaching artists will receive 50% of the tuition collected for students who do not cancel prior to the 48-hour deadline.
- All Materials Fees collected will be paid to the teaching artist in full.

For teaching artists who must cancel their class:

- Teaching Artists should attempt to reschedule their class, rather than canceling outright. One Week Notice is required for rescheduling or cancellations.
- Teaching Artists will *not* receive any of the funds collected for tuition or materials fees, as students will be refunded 100% of their costs.

- If the Teaching Artist does not provide one-week notice of cancellation, or make an attempt to reschedule the course, they may be required to submit a Cancellation Fee not to exceed \$50 to cover the bank fees required to refund the affected students. If there are no students registered, or if the sum of the bank fees is less than \$50, the fee will be adjusted (or removed) appropriately.

If Contracommon cancels class:

- In the case of any cancellation by Contracommon, the Teaching Artist will be contacted to make an attempt to reschedule as soon as possible. If a reschedule date cannot be reached, the class will be terminated and the following policies will prevail:
  - For a class or workshop canceled due to weather concerns, health and illness concerns or other related disaster out of Contracommon's control, students will be refunded 100% of their costs, and no commission or materials fees will be remitted to the Teaching Artist.
  - For a class or workshop canceled due to mismanagement, bad planning, or other circumstances within Contracommon's control, students will be refunded tuition and materials costs in full. In addition, the Teaching Artist will be remitted a 100% match of all materials fees collected.

#### **CLASS POSTING PROCEDURES**

- Once a submitted proposal is accepted by Contracommon, the artist will be notified and this agreement and attached Class Information page should be completed and signed.
- The proposal and Class Information page will then be used to create a Class Enrollment Page on [contracommon.org/workshops](http://contracommon.org/workshops). Teaching Artists will be sent a link to the Enrollment Page and should confirm accuracy of all information within 72 hours or other timeframe set in writing at the time.
- Upon confirmation of accuracy, Contracommon will publish the Enrollment Page and begin marketing the class. Once the Enrollment Page is published, very few changes will be accepted in order to reduce confusion for interested students.
- If there are no registered students in the final 96 hours leading up to the workshop, Contracommon will reach out to the Teaching Artist about when to remove the class listing. Listings will not be removed from the website ahead of 72 hours before the workshop without communication in writing from the Teaching Artist.

#### **CHILD PROTECTION**

We require that all instructors teaching minors have a background check on file. If you do not wish to go through a background check, then we will record that you are accepting registration from adults aged 18+. We are interested only in background check results related to any sexually related crimes. A small fee for the background check (up to a maximum of \$20) will be deducted from your final payout.

Background check information on file with your employer, church, scouts, or other non-profits are confidential, and so while they may be current and valid, *we are unable to receive a copy of background check results from any other agencies.*

Once your background check comes back without issue, we still ask that you avoid being in a situation where you are alone with a minor. Always have another person, preferably any Contracommon personnel, the child's parent, or even a second child with you whenever you need to help a minor on their own for any reason (even as simple as washing brushes in the utility room, or cleaning and bandaging a skinned knee, for example).

## **CONTACTS**

Please email [contact@contracommon.org](mailto:contact@contracommon.org) or [events@contracommon.org](mailto:events@contracommon.org) with any questions or concerns about your class or workshop. We will get back to all emails as soon as possible.

If you require immediate assistance on the day of class, please call Executive Director Iris Rylander at (214) 562-5616 or Programming Director Kelsey Baker at (214)-883-4201 and leave a voicemail if you do not receive an answer. In the event of an *emergency*, please dial 911 or the Hill Country Galleria's Security Team at (512) 568-6182. The HCG Security Office is located just two doors down from Contracommon, towards the Dillard's.