



### **Snow College Continuing Education Teaching Agreement**

This is an Agreement to teach a Continuing Education (CED) class. Please fill this out, sign and return to the Continuing Education Coordinator.

The Parties agree to the following terms and conditions:

1. Instructor agrees to the following:
  - a. Teach the class listed on the Accepted Course Proposal form as indicated including providing all scheduled class sessions and abiding by and implementing the suggestions of Snow College Continuing Education administration. Instructor agrees that if the class is not taught on a regular and consistent basis or more than 10% of sessions are canceled, Snow College may cancel the class and withhold payment.
  - b. Notify the Continuing Education Coordinator and students before class if you are unable to teach due to an illness or emergency. Then work with Continuing Education Coordinator and students to identify a day and time to hold a make-up class.
  - c. Teach the class in a professional manner.
  - d. Market his/her classes, courses, or workshops to its community.
  - e. Abide by the Snow College Policies and Procedures applicable to Continuing Education classes, which may be changed and modified at Snow College's discretion prior to the start of any scheduled class. See [Continuing Education | Snow College](#)  
Also, Continuing Education has policies related to class instruction, found in the CED Addendum below.
  - f. Abide by the Snow College Policies and Procedures regarding discrimination and harassment. In particular, Instructor agrees to be subject to the Snow College Title IX Policy Prohibiting Discrimination and Sexual Harassment and to cooperate in any investigation and hearing. In addition, Instructor agrees to comply with Policy 309 Restrictions On Relationships Between Employees And Students Or Other Employees as though they were an Employee of the College. Further, Instructors may not transport students in their vehicle and may not offer makeup or supplemental classes to students on an individual basis.
  - g. Provide a copy of the class roster, pertinent student information, and other requested information to Snow College. The class roster shall include at least each Student's name, email address and telephone number and attendance information.
  - h. Notify the Continuing Education Director of problems including disruptive students.
  - i. Not to use the class to solicit support for your other business or personal interests.
2. Instructor shall at all times be an independent contractor and shall so represent themselves to all third parties. Nothing in this Agreement or the parties' performance hereunder shall be deemed to establish an employment relationship or joint venture or partnership relationship between Instructor and Snow College. If Instructor is also an employee of Snow College, Instructor agrees that his or her employment duties are separate and independent of the duties imposed by this Agreement. Instructor agrees that they will be paid through a Form 1099 and are responsible for all taxes associated with this agreement.



3. Pay Rates: Classes are priced based on the enrollment history, subject matter, length, and demand. Instructor will be obligated to teach the course with a minimum number of enrolled students.

Snow College shall pay the Instructor in one of the following ways (specified in the Approved Course form:

- a. Standard Pay Rate: Instructor shall receive 50% of each registration and Snow College will retain 50%. Net revenue is defined as gross revenue actually collected minus expenses such as materials, location fees, transportation costs.; or
  - b. Tiered Pay Rates: Classes with high enrollment may qualify for increased pay percentages to the instructor as approved by the Continuing Education Coordinator; or
  - c. Contracted Pay Rate: Instructors may be paid per hour or per class at the discretion of the Continuing Education Coordinator. Instructor will receive a flat fee of \$\_\_\_\_; or
  - d. Volunteer Instructors: Instructor is donating their time for this course and will not be paid. If so, Instructor will also need to fill out a Snow College volunteer form to accompany this Agreement. CED reserves the right to charge full price for volunteer-taught classes.
4. Snow College will also market the course, provide registration and payment processes, provide agreed upon classroom space, materials, and equipment.
5. The College maintains the right to modify schedules and locations and cancel courses at any time for any reason before the course commences. The course(s) are subject to minimum enrollments, typically at least 5 students. Course enrollment will be reviewed two business days before the class is scheduled to begin. If the minimum number of students is not met, the class will be canceled. The instructor and enrolled students will be notified two days before class and refunds processed. After a course commences, the College may cancel the course and make a pro rata payment to the Instructor based upon the number of classes completed if, in its reasonable discretion, the course should be canceled.
6. Title IX: Instructor agrees that while interacting with SNOW COLLEGE employees and students it will comply with Title IX of the Education Amendments of 1972 (20 USC 1681) which prohibits discrimination on the basis of sex in any federally funded education program or activity. Instructor additionally agrees that it will cooperate with any investigation by SNOW COLLEGE of a claimed violation, to abide by any interim measures imposed during the course of an investigation and/or final measures imposed as a result of an investigation, and that its contract may be terminated without further recourse in the event of a finding of a violation by Instructor or its employees, subcontractors, and related parties.

\_\_\_\_\_  
Continuing Ed Instructor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Snow College Authorized Rep Signature

\_\_\_\_\_  
Date