



Agreement for Visiting Teachers Residing in the US

Updated: July 30, 2021

THIS AGREEMENT is made and entered into as of (Date) _____, by and between Insight Meditation Society (IMS), which has its principal place of business located in Barre, Massachusetts, and Visiting Teacher (Name) _____, who resides in (City, State, Country) _____.

This agreement will remain in effect for one year from the date it is made.

WHEREAS, IMS desires to engage Visiting Teacher to provide the organization with their services at a particular IMS event (e.g. a silent meditation retreat), and Visiting Teacher desires to be engaged by IMS in such capacity, all upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants and undertakings herein, each Party agrees as follows:

1. Engagement

IMS hereby engages Visiting Teacher, and Visiting Teacher hereby accepts such engagement by IMS upon the terms and conditions herein provided. Visiting Teacher will personally teach at or lead the Event. In so doing, subject to Visiting Teacher's obligation to comply with IMS's Code of Ethics, Visiting Teacher will determine the Event's content for attendees (teachings, meditation instructions and guidance), to the extent and in the manner that Visiting Teacher deems appropriate, provided this content is rooted in the Theravada Buddhist tradition, and that Visiting Teacher follows any guidelines as established by IMS's Guiding Teacher Committee (GTC). IMS has the sole discretion to charge an attendance fee for the Event, the amount of which may vary among attendees.

2. Relationship

A Visiting Teacher residing in the US is an independent contractor and not an employee of IMS. Visiting Teacher will obtain their own liability and Workers Compensation coverages.

As an independent contractor, Visiting Teacher reserves the right to perform similar services for other companies. The method and means employed by Visiting Teacher for performance of the terms and conditions of the Agreement shall be and are solely at the discretion of the Visiting Teacher and under Visiting Teacher's sole control.



3. Provisions

IMS will provide Visiting Teacher with:

- a) The venue for the Event, along with staging and support needed, such as registration, set-up and retreat management;
- b) Publicity for the Event, in a manner IMS deems appropriate;
- c) Lodging and meals during the Event; and
- d) Reimbursement for travel expenses from home, according to IMS's Travel Reimbursement Policy. Visiting Teacher will provide IMS with receipts.

4. Compensation to Visiting Teacher

For Visiting Lay Teachers at the Retreat Center

Donations: IMS will remit to Retreat Center Visiting Lay Teachers the "teacher dana" donations that are offered by the Event's attendees. The Lead Visiting Teacher(s) will determine the allocation of teacher dana for each of the Event's Teachers. All teacher dana collected by IMS will be processed and distributed by IMS's Finance Department according to this allocation and approved by the GTC. To cover credit card fees imposed by IMS's bank, IMS will withhold 3% of the teacher dana offered via credit card from the dana distribution total.

Payment: Since retreat dana generally arrives within seven (7) days from the end of a retreat, IMS will allow this time frame before finalizing the dana tally. IMS will then reconcile and process teacher dana for the following weekly check run, issuing a check to the Visiting Teacher 8-15 days after a course closing.

Teacher dana that is received after this 7-day period will be added to Teacher Support Grant funds. (This grant is for all insight meditation retreat teachers who teach in any given calendar year.) Funds in the Teacher Support Grant shall be distributed at the end of the calendar year to all teachers who taught at IMS during the calendar year. An exception will occur if a donation of \$1,000 or more is received from an individual; in this case, IMS will distribute the amount to the intended retreat teaching team.

To receive payment, Visiting Teacher must have a social security number and be a US citizen or have an appropriate visa or permanent resident status that allows them to be legally paid as an independent contractor. Visiting Teacher must complete and submit form W-9. IMS will comply with the requirement to report the payment to the IRS and Massachusetts Department of Revenue. Visiting Teacher agrees to indemnify and defend IMS against any and all taxes, fines, penalties and interest related to the compensation paid by IMS to Visiting Teacher under this Agreement. Visiting Teacher will receive a Form 1099 and will need to comply with all federal, state and local laws governing businesses, and agrees to indemnify and defend IMS against any and all taxes, fines, penalties and interest related thereto.



For Visiting Lay Teachers at the Forest Refuge

Compensation: IMS will remit to Visiting Lay Teachers teaching at the Forest Refuge a guaranteed monthly minimum compensation of \$5,500 each, pro-rated for partial months.

Payments: This will be processed and distributed by IMS's Finance Department in time for the first weekly check run after the teaching month's end.

To receive payment, Visiting Teacher must have a social security number and be a US citizen or have an appropriate visa or permanent resident status that allows them to be legally paid as an independent contractor. Visiting Teacher must complete and submit form W-9. IMS will comply with the requirement to report the payment to the IRS and Massachusetts Department of Revenue. Visiting Teacher agrees to indemnify and defend IMS against any and all taxes, fines, penalties and interest related to the compensation paid by IMS to Visiting Teacher under this Agreement. Visiting Teacher will receive a Form 1099 and will need to comply with all federal, state, and local laws governing businesses, and agrees to indemnify and defend IMS against any and all taxes, fines, penalties and interest related thereto.

For Visiting Monastic Teachers

For monastics teaching at the Retreat Center, the amount of payment will be based on the teacher dana that IMS receives from the Event's attendees.

For monastics teaching at the Forest Refuge, the guaranteed monthly minimum compensation is \$5,500 each, pro-rated for partial months. If teacher dana during that period exceeds the minimum, the monastic teacher(s) will receive the excess.

If a monastic teacher does not handle funds, payments will be made to one or more organizations, or an eligible individual, identified by the monastic teacher, and considering these points:

- a) If payment is to be made to an organization, that organization must be a nonprofit entity, recognized by the IRS to receive such payments without tax consequences or reporting requirements.
- b) If payment is to be made to an individual, it will be processed as for Visiting Lay Teachers.

5. Ethical Conduct by Visiting Teacher

Visiting Teacher agrees to abide by IMS's Visiting Teachers' Code of Ethics and Unlawful Harassment Prevention Policy, copies of which are attached to this Agreement as Attachment A and Attachment B respectively. Visiting Teacher further agrees that, during the Event, they will not behave in a manner that might be reasonably construed as initiating, inviting, or reciprocating sexual or romantic contact with an Event attendee.

If a Visiting Teacher acts in violation of the Code of Ethics, IMS will take immediate action, up to and including severing the relationship with the Visiting Teacher.



6. Nondisparagement

Visiting Teacher agrees to refrain from engaging in any conduct that defames or disparages IMS. Visiting Teacher further agrees not to make or post any disparaging comments regarding IMS on any internet, press, or social media publication, site, platform, or forum, including but not limited to Facebook, LinkedIn, Twitter, Glassdoor.com, or Monster.com.

7. Confidentiality

Visiting Teacher acknowledges that Visiting Teacher will have access to or will obtain Confidential Information relating to IMS's business and guests. Visiting Teacher agrees that maintaining the confidentiality of this information is an essential part of this relationship, and agrees not to disclose to any other person or entity, use for Teacher's own benefit, or use for the benefit of any other person or entity, any Confidential Information of IMS or its clients. The term "Confidential Information" includes, but is not limited to, financial information, program information, business plans and strategies, member, student or guest lists, prospects, operational methods, research projects, marketing plans, or any other information that derives value, actual or potential, from not being generally known to the public. This Confidentiality provision will survive the end of this Agreement.

8. Staff Sangha Program

If the Event dates allow, IMS encourages Visiting Teachers to offer a teaching to staff as part of the Staff Sangha Program. If this is arranged, Visiting Teacher agrees to meet with IMS's Resident Teacher about the program and its logistics.

9. Communication

IMS seeks to facilitate communication with Visiting Teachers to ensure effective operational support for Events. Lead Visiting Teachers agree to meet with IMS's Executive Director before their retreat begins, or as soon as possible after the start, to discuss any needs or concerns, and to coordinate any efforts with staff (except for the Staff Sangha Program, as described above).

Further, all Visiting Teachers are encouraged to meet with the Executive Director at any time, to foster connection and/or to discuss any issue related to IMS.

10. Severability

The invalidity of all or any part of any section of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

11. Assignment

Neither this Agreement nor any rights or obligations hereunder may be assigned or transferred by Visiting Teacher or IMS without the prior written consent of the other party.



12. Waiver

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach or violation thereof.

13. Governing Law

This Agreement shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the Commonwealth of Massachusetts, without reference to its conflicts of laws provisions.

14. Amendment

This Agreement represents the entire agreement between the parties with respect to the subject matter thereof and may not be altered, amended or otherwise modified except by a further written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, individually or by their duly authorized representatives, have executed and delivered this Agreement to be effective as of the day and year first above written.

For Insight Meditation Society

Signature

Date

Printed name

Visiting Teacher

Signature

Date

Printed name