

EXECUTIVE PUBLICATION (EP)
OF
THE HOUSTON DURGA BARI SOCIETY
Registered Non-Profit (501c3) Organization



Houston Durgabari Society

www.durgabari.org

13944 Schiller Road

Houston, TX 77082

Revision	Description	Approved By	Date
01	Revised Section 2.5 and added Sections 2_5 (a) & (b)		01 Sep 2000
02	Revised Section 1.2 and added sections 6.4, 8.1 & 8.2		22 Nov
03			Feb 2019

Section 1: General

Section 1.1 Definition and Terms

The Executive Publication (EP) is a publication that describes the general rules and regulations that are needed for efficient functioning of the Houston Durgabari Society (HDDBS). The document shall be consulted to run the operations of the institution in a proper way. This Publication is maintained by the Executive Board and any changes to the document shall be approved by the Executive Board and the Council of Trustees. The EP is used in conjunction with the HDDBS Constitution for running the day to day operations. In case of conflict between the EP and the Constitution the Constitution & the By Laws will override the EP.

The EP will describe the rules and regulations needed for effecting running of HFBS in the following Areas:

Temple Rules and Regulations

Rental Rule and Regulations

Kalabhavan Rules and Regulations

Organization Structure

Security and Safety

Election Rules

Naming of facilities

Kitchen Rules and Regulations

Board Meetings Rules and Regulations

Financing Plan

Contract Repository

Section 2 Safety and Security

Safety and Security of HDBS Members and Devotees are of paramount interest and it is the responsibility of all members and devotees to keep the campus safe. The following rules are strictly followed to keep the campus safe:

Section 2.1 Guns and other weapons or firearms that are dangerous to the public safety are prohibited in the entire HDBS complex.

Section 2.2 The Security Officer shall have the right to remove anybody who is, in his or her opinion, disturbing the proceedings of the campus activities.

Section 2.3 Open fire inside buildings is prohibited.

Section 2.4 Parking is only allowed in the parking lot. Parking at Handicapped Parking spots without a valid permit or parking at spots designated for select Patrons is strictly prohibited. Parking Overnight at the campus is not allowed. Parking is only for members and visitors; parking at the campus for attending neighborhood activities is strictly prohibited.

Section 2.5 Driving speed inside the campus is 5 miles per hour. Drive with caution inside the campus.

Section 2.6 Consumption of Alcohol is Strictly Prohibited in the campus. Consumption of recreation drugs or banned substances is Strictly Prohibited. HDBS being a religious institute holds the right to evict any person found in an intoxicated state or under the influence of any banned substance inside the campus.

Section 2.7 Smoking is only allowed at the designated smoking area behind the kitchen building. An ashtray has been placed at the smoking area and patrons who should smoke must use the ashtray to dispose of any remains.

Section 2.8 Kitchen users need to check to ensure that the burners are completely off and the valves for gas supply are turned off before leaving.

Section 3 Organization

The HDBS is a non-profit organization governed as per the rules of Texas and that of the United States of America. The running of the institution is followed in accordance with the HDBS Constitution and its By-Laws.

The day to day operation of the institution is run by the elected Executive Board which consists of 15 members.

Section 4 Election Rules

Section 4.1 The election procedure in general shall be in accordance with the Article XXII of the Constitution. For other election related regulations refer to the Articles XX-&-XX1 of the constitution.

Section 4.2 Mail in ballot shall comply with the procedure as described herein. In addition to the constitutional procedure the voter may mail or deliver the ballot personally to the commissioner. It is essential to put the ballot in the white envelope supplied, which must be sealed. The voter shall sign across the flap at the back of the envelope and cover the signature with a transparent tape.

Section 4.3 The Election Commissioner shall open a P.O. Box exclusively for the election. The Commissioner shall include an envelope with the P. O. box number printed on it together with the ballot to all voters. All four commission members together shall collect the envelopes from the P.O. Box and put in box/ boxes that shall be sealed and signed by all of them. The box! boxes shall be stored by the Commissioner and brought in the election center on the Election Day.

Section 4.4 All ballots shall be opened in front of the candidates on the Election Day. The following steps are essential to ensure genuineness and secrecy of a voter.

- The name in the return address on the envelope shall be checked with the voter list to confirm that the voter is genuine and that the person casts only one vote.
- Then the envelope shall be opened for the folded ballot that shall be dropped into a box. Thus, the voter's confidentiality can be assured.
- The Chairperson of the Election Commission shall request the candidates to allow him or her to proceed with the counting of the votes.
- The Chairperson's decision on any dispute shall be final

Section 5 Naming of Facilities

Section 4.1 Naming of the Auditorium

HDBS committee-has-agreed and confirmed by a-letter dated 07/ 18 / 97 to name the main assembly hall in the memory of Dr. Sudha Sur's late husband. In-pursuant to-the agreement and Dr. Sur's request, the Board has agreed to name the auditorium only (a 60 x 100 ft. Hall) as "SUR AUDITORIUM". A-sign-with-the name-will-be-installed at the entrance to the auditorium.

Section 4.2 Parking Lots, Pavilion

The Board is looking for donors who will contribute substantial amount of money that will be- deemed appropriate by. the. Board for naming a facility as they wish it to be.

Section 4.3 Memorial Structure

The memorial structures are those which will be installed according to the wishes of the donors at- location /locations-designated for the purpose and shown on the Master plan. The donors may select the design, size, material etc. from. the-HDBS Memorial Structure catalog or bring their own design which requires the approval by the Board or the individual authorized by the Board.

Section 4.4 Landscaping

Member with the approval of the Executive Board can plant and maintain a section of the landscaped of the campus. They may designate the-area by a name as-they wish if they maintain the area-neatly.

Section 6 Executive Board Meetings: Objectives, Procedures and Regulations

Section 6.1 The Board shall meet to conduct the business of the society. All Board members are required to participate in the decision-making process which shall only be conducted in the Board meetings. Any

Board member who fails to maintain the minimum attendance of 50 % of the Board meetings shall be subjected to the proceeding under the Article XII section 9 of the Constitution

Section 6 .2 The Board members shall conduct the affairs of the Society with a commitment as follows:

- Act with integrity and lead by example with discipline to follow through on commitments.
- Show mutual respect and trust, support each other, be responsive and act as full partners, being each other's best advocates.
- Communicate openly. freely, directly and proactively, and listen to learn.
- Act for the good of the society.
- Get behind and ensure the success of each other's decision. We are one team.
- Display and foster positive attitude always.
- Be trustworthy in all interactions.
- Be receptive to all constructive criticism.
- Be alert and defend all disruptive forces.
- Be accountable to the community and act responsibly
- Remain focused on our objective.
- Be predisposed to say "yes" to requests and there is always full permission to decline.
- Ensure to move the team's commitments forward. (Gossip, for example, should not be tolerated).
- Assemble regularly in a common place to discuss, plan and participate in the decisions making process. The place of assembly, frequency and time are matters of majority convenience and the demand of the project.

Section 6.2 Ground rules for Board meetings:

All members attending a meeting shall require abiding by the following rules:

- The president or his /her designee shall conduct the meeting.
- The meeting shall have a set agenda that is known to board members prior to the meeting.
- Every meeting shall start by ratifying the contents of the minutes of the previous meeting.
- Everyone has the right to express his or her opinion.
- No opinion is irrelevant or dumb.
- Discuss the issues only.
- Be positive and look for possibility for opportunity.
- Do not interrupt but let the speaker complete his or her speech (listen first).
- Everyone shall wait for his or her turn to speak.
- No decisions or commitments will occur until the conversation for possibility is complete.
- There is no discussion of ideas or declarations until all the ideas are presented (Ideas include: Conditions of satisfaction, structure for fulfillment, benefits, resources required, feasibility design of accountabilities, timing, concerns, track record, and milestones).
- Speaker to obey the time rule of the meeting as specified by the Chairperson.

Section 7 Rental Rules and Regulations

Section 7.1 All renters shall sign a contract form and abide by the terms and conditions set forth therein.

Section 7.2 Individuals shall not be permitted to sell products or services for personal benefit within the premises of HDBS for commercial purpose unless the Board approves it. The board can only permit such activity if it benefits HDBS and benefits can be quantitatively measured.

Section 7.3 Individuals shall not be permitted to remove articles and goods owned by HDBS from its premises e.g. furniture, utensils, food etc. for personal benefit or use. Removal for the benefit of HDBS activity is permitted.

Section 7.4 All special programs or pujas that require subscriptions from the participating family or individual must be financially self-sufficient. The Board will establish procedure, case by case basis, for collection of dues. The Board shall have full authority to deny admission to any individual for non-compliance of the HDBS rules.

Section 7.5 Temple cannot be rented. The use of the temple is restricted for puja and other spiritual functions. \$ 20 per hour should be collected to cover the maintenance, cost in addition to donation, a security deposit of \$100 will be required. Only with justifiable reason Executive Board of HDBS shall have discretion to lower or waive the maintenance cost.

Section 7.6 Complex facilities Rents for the year 2017-18 (subject to revision if necessary). Rates as approved by the Board are as below.

Facility	Patron or Founding Member	Life Member	General Member	Non-Member	Duration
Auditorium					
Auditorium and Kalabhavan Ground Floor					
Kalabhavan Ground Floor					

Section 7.7 The cleaning charges is \$ 150 dollars per day with no food served and \$200 with food served. However, the renter may take the responsibility to clean the place to the satisfaction of the HDBS Board or their representative in which case, the cleaning will be waived

Section 7.8 Every member renting the facility will be responsible towards the restoration of the premises to its original condition prior to such use. All users of the HDBS facilities will remain financially liable and responsible for any damage, cleaning charges and its restoration to be required after their use. HDBS shall have no financial liability in renting out its facilities. A security deposit of \$650 will be collected from the renter to pay for the cost of repair, if any, otherwise the deposit will be refunded.

Section 8. HDBS Temple Rules and Regulations

Section 8.1 General Operating Rules

The following are the general Operating Rule for the HDBS Temple:

1. The Table below describes the Temple Operating Hours:

Monday to Saturday	9 – 11 AM and 4 – 7 PM (5 - 8 PM, During DST)
Sunday	9 AM – 7 PM (8 PM, During DST)
Sandhya Arati	6:30 PM (Between 7 - 7:30 PM During DST)

Temple operation hours may change during major festivals and during daylight saving time (DST) change.

2. Committee (RC) to restrict anybody inside the cordoned area. HDBS resident priests and volunteers authorized by RC are only permitted to enter the cordoned area.
3. Devotees are requested to put all Donation /Pronami inside the Donation Box.
4. Priest shall not be disturbed for anything (not even request for ‘Tilak’) and by anybody during puja time inside the Temple. He has been given Silence should be maintained inside the Temple at all time.
5. Consumption of food or drinks including ‘Prasad’ is not allowed inside the Temple.
6. Devotees are prohibited from crossing the barricade, touching the deities and standing on the altar. Priest has been given full authority by Religious full authority by RC to maintain sanctity of the puja area.
7. Temple space is not available for rent for any occasion; Chairs are not permitted on the carpet area; Decoration materials and additional seating arrangements from outside sources will not be allowed inside the Temple during any ceremony, including wedding.
8. Shoes are not allowed inside the temple. Exception may be made by the RC on medical grounds only. Contractors are only permitted to enter the Temple during non-operating hours wearing booties.
9. Shoes shall be kept outside the entry and on the shoe-shelves only. Scattered shoes are not allowed at any time at the entrance of the temple at any time.

Section 8.2. Priest Services

1. Devotees are requested to speak with RC for any kind of puja offering in the Temple or any outside Priest services.
2. For Outside Priest services, devotees need to fill up the ‘Priest Service Request Form’ available online at the HDBS website at www.durgabari.org
3. Puja sponsors should fill up the form and write a check in favor of ‘HDBS’ as per the Puja Service Rate.
4. Sponsored puja on Sundays will start at 10:30 AM and end at 11:30 AM. Devotees sponsoring pujas are requested to be in the Temple by 10:00 AM on Sundays.

5. Devotees are requested to pay required puja service fees as per the published rates by making checks favoring 'HDBS' or in cash to the priests inside the Temple. If in cash, the Priest will provide a receipt. They are encouraged to pay any additional 'Dakshina' to the Priest.

Section 9 Kalabhavan Rules and Regulations

The HDBS Kalabhavan is a place developed to continue nurturing the rich old heritage of Bengal and India. It is a place that was constructed to allow our future generation to learn the culture of Bengal and India. Music, Language, performing arts some of the main subjects that are being taught here at the Kalabhavan.

Section 9.1. General Kalabhavan Rules

1. Kalabhavan is open during weekends (Saturday and Sunday) from 8:00am – 4:00 pm.
2. During weekdays, Kalabhavan is available for workshops and rental, and availability is solely based on contract agreements with the Kalabhavan management.
3. KALABHAVAN upstairs is available to the registered Kalabhavan students and their parents, to the Kalabhavan instructors and to library members only.
4. No food/drinks are allowed upstairs, and no shoes allowed upstairs as well.
5. Kalabhavan downstairs is available to everyone during weekends.
6. All other HDBS rules apply.
7. Kalabhavan upstairs is available for rental.
8. Kalabhavan downstairs is also available for rental.
9. For further information, contact kalabhavan@durgabari.org.

Section 9.2 Kalabhavan New Faculty Selection process

Section 9.2.1: Overview:

1. A vacant position may arise from the need to start new classes due to additional demand or introduction of a new stream.
2. Institute a clear faculty selection process – provide equal opportunity to all, avoid an ad hoc or 'first come first serve' approach
3. Well defined selection process with transparent selection criteria
4. Renewal of existing teachers or Volunteer Teaching are out of scope of this process

Section 9.2.2 Selection Criteria (In Order of Decreasing Importance):

1. Expert panel review on
 - Technical expertise in the discipline
 - Academic achievement in the discipline

- Years of teaching experience
- Recognition and visibility within peer group

2. Previous record of association with HDBS

3. HDBS membership (to apply last, when everything else is equal)

Section 9.2.3 Selection Process Overview

1. Advertisement in HDBS E-News
2. Appointment of Expert Panel
3. Review/Interview by Expert Panel
4. Education Committee review and recommendation
5. EB Approval

Section 9.2.3 Selection Process Details

1. A vacant position may arise either from the need to start new classes due to demand or introduction of a new stream. The Kalabhavan coordinator and Education chair will initiate an advertisement in HDBS e-news and website for vacant position(s). The advertisement will be open for 2 weeks. Applications should contain biodata and relevant audio and/or video that demonstrates the artistic capabilities of the candidate.
2. The applicants must meet the legal requirement to work in USA. Kalabhavan coordinator will verify the appropriate documentation and make a note on the evaluation report.
3. The Kalabhavan coordinator will set up an Expert Panel consisting of subject matter experts to review the applications. A subject matter expert is defined as a person who has had extensive training (6 years or more) in the same or a related discipline. The panel may include existing members of the Kalabhavan faculty. (Possible Exception: in case only a single candidate applies, the Education Committee may make a recommendation without appointing an Expert Panel).
4. The Kalabhavan coordinator will collect applications and solicit recommendations from the selected subject matter experts. Subject matter experts will be asked to evaluate candidates based on certain criteria such as knowledge, teaching experience, and quality of production. The expert panel may work individually or as a team, but each panel member will be asked to provide an individual written evaluation of the applicants and recommendation to Education Chair.
5. Education Committee will review the feedback from the Expert Panel, consider the full selection criteria and formulate a recommendation
6. Education Chair will recommend the name(s) of the selected faculty to the HDBS Executive Board and seek EB approval. Once approved, Kalabhavan coordinator will communicate the decision to the candidates

Section 9.3 Kalabhavan Second Floor Rental Policy

The Kalabhavan Second Floor Premises can be rented to conduct a class, meeting or activity. A Rental Agreement as found in Annex C of this document needs to be filled and signed once receiving approval from the HDBS Executive Board. The following

information is provided for your reference while renting a room in the second floor of Kalabhavan Building

<http://durgabari.org/rental/rental>

1. All cars must be parked in the parking lot at the front of the temple and Sur Auditorium
2. Renters will not use any equipment that may have been left in the classrooms by other teachers or classes
3. HDBS takes no responsibility for mishaps or injuries to renters while on HDBS premises
4. Renters will carry own liability insurance for the duration of the classes
5. It may be necessary to switch some dates to avoid clashes with other HDBS events – HDBS will give the renters at least 4 weeks' notice in such cases and vice versa
6. While renting upstairs room/rooms, downstairs lobby cannot be used to host private parties; no food or drinks allowed upstairs
7. Facility must be returned in the same condition it was found; any additional cleaning/repair costs may be subtracted from security deposit; if the cost is more than the security deposit, the renters will have to pay the balance
8. Complete agreement consists of this page and the HDBS standard rental agreement (<http://durgabari.org/rental/rental-facility/>). If the contract conditions are not met, Kalabhavan retains the power to terminate the contract.

APPENDIX

APPENDIX A



Houston Durga Bari Society

13944 Schiller Road, Houston, TX 77082, USA

A non-profit 501(C) 3 tax exemption organization; EIN # 76-0508370

Ph: 281.589.7700

Website: www.houstondurgabari.org

HDBS KALA BHAVAN/SPORTS INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the “**Agreement**”), dated and effective as of August 1, 2017, is entered into by and between Houston Durga Bari Society, a 501(c) (3) non-profit religious organization duly incorporated in the State of Texas, Harris County, (“**HDBS**”) and Independent Contractor () as principal, an individual having a place of business at ().

Introduction: Mission & Relationship:

In furtherance of HDBS’s mission to serve the Hindu community by promoting cultural, educational, social and charitable activities, as well as religious and inter-faith understanding, the overriding principle in the relationship between **HDBS** and **TEACHER** is one of shared respect and responsibility, a collaborative understanding as to the intentions and expectations of all parties to this Agreement, and mutual benefit.

HDBS benefits from being able to provide access to additional services to its members in accordance with its mission statement. **TEACHER** benefits from a pool of students they may not otherwise have access, and a facility to provide services.

1. Services to be Provided

The services of the respective parties include the following:

- a) [See Attachment A](#)
- b) **Annual Program:** The **TEACHER** shall prepare students for one Kalabhavan annual day program.
- c) Additionally, all **TEACHERS** shall perform the following administrative duties:
 1. Review each new student profile and determine level of entry, if applicable
 2. Prepare monthly attendance report as per format agreed

3. Attend Quarterly meetings with Kalabhavan Coordinator and Education Chair to review progress and issues
4. Provide Student progress report at the end of each semester to be shared with parents and confidential copy to be kept on file with TEACHER.
5. Prepare Learning ladder and Graduation plan

6. Be part of new faculty selection committees as and when nominated by Education Committee and provide assessments

2. Compensation.

a. **Registration Fee:** HDBS shall collect a [registration fee](#) from the Students at the beginning of each term as per an established structure. The registration fee charged is non-refundable.

b. **Tuition:** TEACHER shall collect tuition from each enrolled student at a rate of \$16 per class, as approved by HDBS Education Committee, and resolution of HDBS Executive Board. TEACHER may not raise tuition fees for the period of this Agreement without explicit written approval from HDBS Education Committee, and resolution of HDBS Executive Board.

c. **Written notice by TEACHER to HDBS of Enrollment Change:** TEACHER shall advise the HDBS Education Committee or designated agent, if new students enroll or existing students depart mid semester. Teacher shall provide Notice to HDBS designee writing within 14 days of student enrollment change.

i. TEACHER will inform HDBS Education Committee by e-mail if a new student joins the class after the initial registration period (or an existing student leaves). Once informed, it will be the responsibility of HDBS to collect the fees and register the student.

TEACHER will assist HDBS in ensuring that all students submit prescribed registration form and pay specified registration fee to HDBS on the first day of class and no later than student's second class with TEACHER.

ii. Repeated instances of failure by TEACHER to report enrollment changes within a timely manner as noted above may be construed as breach of contract by TEACHER and may be grounds for early termination of this Agreement.

3. Term.

The term of this agreement is **August 1, 2017 – July 31, 2019.**

4. Certain Other Agreements.

TEACHER shall follow HDBS Code of Conduct, attached hereto as **Attachment D** at all times.

5. Current Information. TEACHER has truthfully completed the information required upon **Attachment B** and will apprise HDBS, in writing, of any changes thereto through the end of the fiscal tax year in which this Agreement expires or is terminated.

6. Standard Terms & Conditions.

TEACHER: _____

HDBS: _____

HDBS and **TEACHER** each acknowledge that the relationship between the parties is governed by the Standard Terms & Conditions attached hereto as **Attachment C**, and HDBS Code of Conduct attached hereto as **Attachment D** and incorporated into the Agreement by reference.

ACKNOWLEDGED AND AGREED:

HDBS

By:

TEACHER

By:

Name, Title:

Name, Title:

ATTACHMENT A

KALBHAVAN - TEACHER (INDEPENDENT CONTRACTOR) AGREEMENT

Contractor _____ Name: _____

Email: _____

Phone Number: _____

Kalabhavan Course Name/Sports:

Services to be Provided:

TEACHER Deliverables.

Specific Goals and Objectives:

[List any specific deliverables here]

Collaboration and Planning with HDBS Education Committee.

Contractor shall meet on a Quarterly basis with the HDBS Education Committee Chair, and/or its designees (including Education Committee), on a mutually agreed upon schedule to:

- a. Schedule, calendar, and create a plan to execute and special events for the following occasions.
 - Annual Program:** The TEACHER shall prepare students for one Kalabhavan annual day program.
 - Any Sports Tournament
 - _____

TEACHER: _____

HDBS: _____

□ _____ +++

- b. Create a list of materials needed for calendared events as soon as possible after the event is scheduled to be performed at the HDBS complex, but no later than 1 month before event is to be performed.
- c. Discuss, plan, and develop solutions to the operational needs of HDBS Kalabhavan with respect to educational activities.

HDBS Deliverables:

HDBS will provide the following in support of Kala Bhavan/Education/Sports activities:

- a. Regular upkeep and maintenance of classrooms
- b. Upkeep and maintain the musical instruments and systems
- c. Organize Annual Day in collaboration with the teachers
- d. Promotional materials highlighting teachers' achievements to attract new students to Kalabhavan
- e. Send out regular newsletters
- f. Liaise with students/parents with chronic payment default issues
- g. Assist to organize summer workshops and other events

ACKNOWLEDGED AND AGREED:

HDBS

By:

TEACHER

By:

Name, Title:

Name, Title:

ATTACHMENT B

INDEPENDENT CONTRACTOR INFORMATION FORM

In order to comply with the rules & regulations of the United States Federal Government and the State governing this Agreement, persons rendering services as Independent Contractor must meet the following criteria:

- 1) Engaged in a distinct occupation or business;
- 2) Perform services without direct supervision;
- 3) Provide tools & equipment for said services; and
- 4) Provide business license, and/or Federal I.D. number, or valid Social Security Number.

An Independent **TEACHER** is required to report his/her annual income received (if over SIX HUNDRED AND 00/100 DOLLARS (\$600.00)) via a Form 1099. In order to comply with this regulation, please provide the following information:

NAME:

ADDRESS:

PHONE NO:

FAX NO:

BUSINESS LICENSE NO:

FEDERAL TAX I.D. NO:

SOCIAL SECURITY NO:

The **TEACHER** shall be responsible for reporting all income from Kalabhavan to the IRS

I certify that the above is true and that I will promptly notify **HDBS/Education Chair** in writing, of any changes to the above, as set forth in that certain **Independent Contractor Agreement** dated as of August 1, 2017 to which this is an attachment.

TEACHER: _____
Page 6 of 14

HDBS: _____

SIGNATURE:

DATE: [Dated:]

Attachment C: Standard Terms & Conditions

1. **Services.** **TEACHER** agrees to provide the services as mutually agreed by the parties. This **Attachment C** is attached to the initial services description, and these terms shall govern all additional services, unless otherwise agreed in writing.

- 2a. **Term and Termination.** This Agreement shall continue until terminated by either party upon 30 days' written notice, provided that termination by **TEACHER** shall not be effective until completion of any specifically defined term (Fall or Spring semester, as the case may be) applicable at the time of such notice. Upon termination of this Agreement for any reason, the terms of paragraphs 5 through 12 shall survive and remain in effect.

- 2b. A **TEACHER** who fails to adhere to provisions of the contract, or engages in inappropriate behavior, including but not limited to: physical, verbal or mental abuse against another individual on HDBS premises, engaging in illegal acts, failing to follow the policies and guidelines, and or any other behavior or conduct that tarnishes the reputation of HDBS, a religious organization, may be considered as Breach of Contract, and may be grounds for early termination of this Agreement. Any proposed early termination of this Agreement due to Breach of Contract for the aforementioned reasons must be approved by the Education Committee, as well as the HDBS EB.

3. **Payment for services; Expenses; Equipment.** As full compensation for the services to be provided by **TEACHER** for activities that are substantiated, pre-approved and actually worked, **HDBS** agrees to pay **TEACHER** in such amounts, at such times and in such manner as agreed in writing. HDBS will pay for any expenses needed for the upkeep of the classes/premises. Any expense incurred by teacher for the upkeep of the classes/premises will need to be pre-approved by HDBS Education Committee for reimbursement. Beyond the material provided by HDBS, **TEACHER** is responsible for paying all expenses arising from **TEACHER**'s performance of the services that have been obtained without prior approval of HDBS.

4. **Independent TEACHER.** **TEACHER** shall perform the services as an independent **TEACHER** and shall not be deemed to be an employee of **HDBS**. **TEACHER** shall not be entitled to any benefits provided by **HDBS** to its employees, and **HDBS** will make no deductions from any of the payments due to

TEACHER: _____

HDBS: _____

TEACHER hereunder to pay any governmental agency or authority, except as may otherwise be required by law. **TEACHER** shall be personally responsible for any and all taxes and other payments due on payments received hereunder.

5. **Representations and Warranties of TEACHER.** **TEACHER** represents and warrants that (i) during **HDBS's** retention of **TEACHER**, **TEACHER** will not disclose to **HDBS**, or use, or induce **HDBS** to use, any confidential, proprietary or trade secret information of others; (ii) **TEACHER** has returned all property and confidential, proprietary and trade secret information belonging to all prior employers or clients, if any, and that no such information has been or will be used in connection with rendering any of the services hereunder; (iii) performance of the terms of this Agreement will not breach any agreement to keep in confidence or in trust prior to being retained by **HDBS**. **TEACHER** has not entered into, and agrees not to enter into, any oral or written agreement in conflict herewith; and (iv) **TEACHER** is highly skilled and experienced in providing the services.
6. **Confidential Information.** In connection with this Agreement, **HDBS** may disclose to **TEACHER** certain information (i) that is marked or otherwise identified, orally or in writing, as confidential or proprietary information of **HDBS** (“Confidential Information”) prior to, upon or promptly after receipt by **TEACHER**; or (ii) which **TEACHER** should recognize from the circumstances surrounding the disclosure to be Confidential Information. **TEACHER** shall hold all Confidential Information in confidence and will use such information only for the purposes of fulfilling **TEACHER's** obligations hereunder and for no other purpose, and shall not disclose, provide, disseminate or otherwise make available any Confidential Information of **HDBS** to any third party, in either case without the express written permission of **HDBS**.

During your business relationship with **HDBS** and any time thereafter, to the fullest extent permitted by law, you agree to keep confidential and never disclose, use, misappropriate, or confirm or deny the veracity of, any statement or comment concerning **HDBS**, or any of her/its Confidential Information.

The phrase 'Confidential Information' as used in this policy, includes but is not limited to, any and all information which is not generally known to the public, related to or concerning:

- (a) the business activities, dealings or interests of **HDBS** and/or its officers, directors, affiliates, employees or **TEACHERS**;
- (b) **HDBS's** employment practices or policies applicable to its employees and/or **TEACHERS**; and, any confidential information, knowledge and know-how, concerning the operations, products, services, procedures, or customers of **HDBS**, in any format whatsoever, including, without limitation, the techniques, formulations, organization, design, implementation, preparation and other operations, methods, and accumulated experiences incidental thereto, and further

including, without limitation, information relating to marketing techniques, advertising, policies, procedures, promotions, customer lists, membership lists, mailing lists, registration cards, sales records, concepts, ideas, trade secrets, other proprietary information, training materials, teaching aids, and/or research of **HDBS**.

Further, any and all Confidential Information which by its nature is confidential or which **HDBS**, in its sole and absolute discretion, designates as such shall be deemed Confidential Information for purposes of this Agreement.

During your employment or business relationship with **HDBS**, and thereafter, you are obligated to refrain from giving or participating in any interview(s) regarding or related to **HDBS**, your employment or business relationship with **HDBS** and/or any matter which concerns, relates to or involves any Confidential Information.

7. **Non-interference with Business.** **TEACHER** agrees not to solicit or do business with those clients or associates of **HDBS** which **TEACHER** gained knowledge of through **TEACHER**'s relationship with **HDBS**, if such business could present any possible conflict of interest with the work between **TEACHER** and **HDBS**. During the term of your affiliation with **HDBS** and for a period of twelve (12) months immediately following the termination of such affiliation, **TEACHER** agrees not to directly or indirectly, for yourself or on behalf of any other person or entity: contact, solicit or communicate with any member of **HDBS** (or its affiliates) unless part of a previously approved joint-venture arrangement or with the prior approval of **HDBS**; or, solicit, divert, employ, engage or hire any employees of **HDBS**. **TEACHER** will not encourage or persuade any student to move from Kala Bhavan to his or her own private class. For parent initiated transfers. prior approval of EB will be necessary.

8. **Ownership.** All work performed hereunder, and all materials developed or prepared for **HDBS** by **TEACHER** (whether or not completed) (such materials, "Creations"), are Confidential Information and the sole and exclusive property of **HDBS**, and all right, title and interest therein shall vest in **HDBS** and shall be deemed to be a work made for hire and made in the course of the services rendered hereunder. To the extent that title to any such works may not, by operation of law, vest in **HDBS** or such Creations may not be considered works made for hire, all right, title and interest therein are hereby irrevocably assigned to **HDBS**. All such Creations shall belong exclusively to **HDBS**, with **HDBS** having the right to obtain and to hold in its own name all copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. **TEACHER** agrees to give **HDBS** and any person designated by **HDBS** any reasonable assistance, at the cost and expense of **HDBS**, to perfect the rights defined in this Section 8. **TEACHER** may use or present such creation outside of **HDBS** with prior approval of **HDBS**. Any

material/creation brought by the **TEACHER** from external source and used in the course of their class will not be subject to this clause.

9. Indemnification. **TEACHER** will defend, indemnify and hold **HDBS** harmless against any and all liabilities, losses, damages, costs and expenses (including legal fees/expenses) associated with any claim or action brought against **HDBS** by a third party arising from (i) a breach or alleged breach of any of the representations and warranties of **TEACHER** contained herein, (ii) a breach or alleged breach of any other covenant contained herein, or (iii) any finding by any agency or court that deems **TEACHER** to be an employee of **HDBS**. All **TEACHERS** are strongly advised to secure their own independent liability insurance to cover their services while on **HDBS** premises.

10. Equitable Relief. **TEACHER** recognizes nothing herein is intended to limit any remedy of **HDBS** under the Uniform Trade Secrets Act. In addition, **TEACHER** recognizes the covenants contained in Sections 6, 7, 8 and 9 hereof are reasonable and necessary to protect the legitimate interests of **HDBS**, that **HDBS** would not have entered into this Agreement in the absence of such covenants, and that **TEACHER's** violation or threatened violation of such covenants will cause **HDBS** irreparable harm and significant injury, the amount of which may be extremely difficult to estimate, thus, making any remedy at law or in damages inadequate. **TEACHER** further understands and agrees that any disclosure or misappropriation of any of the Confidential Information at any time in violation of this Agreement will cause **HDBS** irreparable harm. Thus, **TEACHER** understands and agrees that since monetary damages are not sufficient to avoid all harm and/or compensate for unauthorized use or disclosure of the Confidential Information, injunctive or other equitable relief is appropriate to prevent any improper actual or threatened use or disclosure of the Confidential Information or breach of this Agreement. Accordingly, **TEACHER** consents to entry of an injunction, without posting of a bond, prohibiting any conduct by **TEACHER** in violation of this Agreement. This right shall be in addition to any other remedy available to **HDBS** in law or equity.

11. Return of HDBS Property. On termination of this Agreement, or at any time **HDBS** so requests, **TEACHER** will return to **HDBS** (or destroy or delete such material if so instructed) all property belonging to **HDBS** and all material containing or constituting Confidential Information, including any copies in **TEACHER's** possession or control, whether prepared by **TEACHER** or by others.

12. Dispute Resolution.

(a) **Good Faith Negotiation.** The Parties (**HDBS** and **TEACHER**) agree that, before resorting to any formal dispute resolution process concerning any dispute

arising from or in any way relating to this Agreement (a "Dispute"), they will first attempt to engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests, including their continuing business/professional relationship. Party-principals agree to participate directly in the negotiations. Unless otherwise agreed in writing, the Parties shall have five (5) business days from the date the questioning party gives Notice (defined below) of the particular issue to begin these negotiations and 15 business days from the Notice date to complete these negotiations concerning the Dispute.

(b) **Mediation.** If the negotiations do not take place within the time provided in "a" above, or if the negotiations do not conclude with a mutually agreed upon solution within that time frame (or its agreed upon extension), the Parties agree to mediate any Dispute. If the Parties cannot agree upon a mediator, each shall select one name from a list of mediators maintained by any bona fide dispute resolution provider or other private mediator; the two selected shall then choose a third person who will serve as mediator. The Parties agree to have the principals participate in the mediation process, including being present throughout the mediation session(s). The Parties shall have 45 calendar days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate (as stated in "a" above). The Parties agree that any mediated settlement agreement may be converted to an arbitration award or judgment (or both) and enforced according to the governing rules of civil procedure. The Parties further confirm their motivating purpose in selecting mediation is to find a solution that serves their respective and mutual interests, including their continuing business/professional relationship.

(c) **Arbitration.** If the mediation provided for in "b" above does not conclude with an agreement between the Parties resolving the Dispute, the Parties agree to submit the Dispute to binding arbitration. If the Parties cannot agree on an arbitrator, the person who served as mediator shall select the person to serve as arbitrator from a list compiled by the Parties or, where the Parties do not compile a list, from a list maintained by a bona fide dispute resolution service provider or private arbitrator. The arbitrator's award prepared by the arbitrator shall be final, binding and may be converted to a judgment by a court of competent jurisdiction upon application by either party. The arbitrator's award shall be a written, reasoned opinion (unless the reasoned opinion is waived by the Parties). The Parties shall have ten (10) business days from the termination of the mediation to appoint the Arbitrator and shall complete the arbitration hearing within six (6) months from the termination of the mediation. The arbitrator shall have the authority to control and limit discovery sought by either party. The arbitrator shall have the same authority as a court of competent jurisdiction to grant equitable relief, and to issue interim measures of protection, including granting an injunction, upon the written request with notice to the other party and after opposition and opportunity to be heard. The arbitrator shall take into

consideration the Parties' intent to limit the cost of and the time it takes to complete dispute resolution processes by agreeing to arbitrate any Dispute.

(d) **Costs.** The Parties agree to share the mediator's and arbitrator's fees equally. If the Dispute is arbitrated, the arbitrator may include in any award the right to recover mediator and arbitrator fees, along with any other recoverable costs.

(e) **Attorney's Fees.** The prevailing party in any arbitration may, in the arbitrator's discretion, be entitled to an award of attorney's fees incurred in arbitrating the Dispute.

(f) **Notice of Dispute.** The Notice required under this section shall be in writing. It shall provide sufficient details of the Dispute to apprise the other party of the basis of the disputant's claims. The Notice should include the invitation to begin negotiation, and where unsuccessful, mediation. The date of delivery of the Notice shall be the triggering date upon which the time deadlines in this section will be calculated.

13. Insurance.

The **TEACHER** will carry his or her own insurance to cover for their own situation while imparting classes at Kala Bhavan.

14. Miscellaneous.

(a) **Governing Law.** This contract will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to its choice of law rules.

(b) **Right to Injunction.** The parties hereto acknowledge that the services to be rendered by **TEACHER** under this Agreement and the rights and privileges granted to **HDBS** under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by **TEACHER** of any of the provisions of this Agreement will cause **HDBS** irreparable injury and damage. **TEACHER** expressly agrees that **HDBS** shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by **TEACHER**. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that **HDBS** may have for damages or otherwise. The various rights and remedies of **HDBS** under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

(c) **Attorney's Fees.** In the event either party to this Agreement shall institute any legal action, arbitration or other proceeding against the other to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the prevailing party shall be entitled to recover from the other party its actual costs, including, without limitation, reasonable attorneys', paralegals' and other professionals' fees and costs. The phrase "prevailing party" shall include a party who receives substantially the relief desired, whether by settlement, dismissal, summary judgment, judgment or otherwise.

(d) **Severability; Waiver.** If any provision of this Agreement is deemed invalid, illegal or unenforceable, the validity or enforceability of other provisions shall not be affected. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term.

(e) **Assignment.** Unless otherwise provided in this Agreement, **TEACHER** may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any rights or obligations under this Agreement with the prior written consent of **HDBS**. Any purported assignment, transfer, or delegation without such consent shall be void.

(f) **Amendment.** In circumstances where the services changes and/or new services arrangements are made, the terms and conditions as described by all other provisions of this Agreement will remain in full force and effect whether or not a new Agreement, addendum, or change order is executed by both parties. This Agreement may be modified only in a writing signed by **HDBS**.

(g) **Entire Agreement.** This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and there are no terms, conditions, representations, warranties or covenants other than those contained herein. This Agreement supersedes any previous agreements or understandings between the parties with respect to the subject matter hereof, whether written or oral.

ATTACHMENT D
AGREEMENT TO ABIDE BY HDBS CODE OF CONDUCT

HDBS has forged a reputation of integrity, participation, generosity, and strength within the Hindu faith community and society at large. The **TEACHER** as a representative whose values and actions reflect the reputation of HDBS, shall avoid engaging in activities perceived by the community as unacceptable or improper.

TEACHER shall:

1. serve as host of HDBS/ Kalabhavan and impartially serve the needs of all students, and maintain the confidentiality of all students and their families;
2. Always treat all HDBS /Kalabhavan students, parents, co-teachers, coordinators or board members with utmost respect.
3. (Additional terms to be added in near future as needed)

I certify that I have read and understood the above, and that I will abide by the **HDBS Code of Conduct**, as set forth in the Independent **TEACHER** Agreement, dated _____, [dated : _____] to which this is an attachment.

SIGNATURE:

TEACHER: _____
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HDBS: _____