

Everman Choral Department

Music Enrichment

Program

2018-2019 School Year

Supplemental Music Lesson Instruction
Private Instructor Application Packet

**Everman ISD Choral Department
1000 S. Race St
Everman, TX 76140
Phone: (817) 568-5200**

Dear Candidate,

Thank you for your interest in becoming a supplemental music lesson instructor in the **Everman Choir Music Enrichment Program** (ECMEP). The Choral Department of the Everman Independent School District believes that supplemental music lessons play a vital role in the development of outstanding musicianship and enrich the total musical experience for all students by assisting them in their discovery of higher levels of skill and proficiency.

To serve in the Everman ISD as a supplemental music lesson instructor it will be necessary to complete and submit several different items before instruction may begin. Use of the following checklist will assist you in completing your application.

Joshua J. Ezell
Director of Choirs
Everman, Joe C. Bean High School

Checklist for Completion of Application Packet

- Private Teacher Application
- Independent Contractor Agreement
- Copy of Professional Liability Insurance (TMEA Insurance will count)
- Copy of Current Resume
- Everman ISD Volunteer Application

In addition to this packet, all instructors must be cleared by Everman ISD before your first lesson. Please note that Everman ISD requires all instructors be 21 years of age or older.

Please submit completed applications via email to: jezell@eisd.org

Everman Choir Music Enrichment Program
PRIVATE TEACHER APPLICATION

Name _____

Vocal Part _____ Date _____

Telephone _____ Mobile _____ Email _____

Phone Number to be given out to students: _____

Address _____ City _____ Zip _____

Available to teach:

Monday _____ Tuesday _____ Wednesday _____ Thursday _____ Friday _____

Level: High School _____ Middle School _____ Intermediate School _____

Have you taught previously? _____ # of years _____

If you have a preference for a particular school/schools, please list:

Professional and/or Personal References (List at least three):

Full Name	Position	Address/Phone
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**EVERMAN CHOIR MUSIC ENRICHMENT PROGRAM
INDEPENDENT CONTRACTOR AGREEMENT**

This agreement is made and entered into on _____ 201__, by and between the Everman Choir, hereinafter "the District" and _____ hereinafter "Independent Contractor". (Please print)

For and in consideration of the mutual covenants contained herein, the District and Independent Contractor agree as follows:

1. **Independent Contractor.** Independent Contractor is and shall at all times be deemed to be an Independent Contractor and shall be wholly responsible for the manner in which he/she performs the services required of him/her by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the District and the Independent Contractor. Independent Contractor assumes exclusively the responsibility for his/her acts that relate to the services provided during the course and scope of their employment. Independent Contractor shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees.

2. **Independent Contractor Duties.** Independent Contractor will provide the following service to the District: See Attachment A.

3. **Term.** The term of this Agreement will commence with its date of execution and continue until August 31, 2019 or until termination earlier as provided herein. Either party giving fourteen (14) days written notice of termination to the other party may terminate this Agreement. Such termination shall not prejudice any remedy that the terminating party may have at law or in equity. In the event of the termination of this Agreement prior to the completion of the term of the Agreement specified above, the Independent Contractor shall be entitled to the compensation earned by the Independent Contractor prior to the date of termination as provided for in this Agreement. The Independent Contractor shall be entitled to no further compensation after the date of termination.

4. **Compensation and Billing.** Responsibilities for all billing and payment collection shall lie solely upon Independent Contractor. Lesson rates: See Attachment A

5. **Audit of Records.** For the purpose of ascertaining the services rendered, Independent Contractor will prepare and maintain adequate records showing the date, time and place each student receives services and maintain any and all documents received by Independent Contractor from the student, all in a form acceptable to the District (the "Records").

The District and its authorized representatives may examine and audit the Records, which Independent Contractor will make available during regular business hours of the District.

6. **Student Privacy.** Independent Contractor understands and agrees that in the course of rendering services to students that medical and/or personal information learned by Independent Contractor about any person who is a student, or any family member of a student, is privileged information and is subject to all State and Federal laws which protect the rights of students. Independent Contractor agrees that the information learned by him/her about any student will not be divulged or discussed with any person other

than authorized personnel, or unless otherwise authorized or obligated by State and Federal Laws or other policies of the District.

7. Insurance and Hold Harmless Requirements. During the term of this Agreement, Independent Contractor shall carry professional liability insurance in the form and in the amount acceptable to the District. Independent Contractor shall provide the District with certificates of insurance indicating such coverage prior to beginning any services under this Agreement. The certificates shall include assurance that the insurance company, of any cancellation, shall notify the District in writing not less than sixty (60) days prior to the effective date of such changes.

To the fullest extent permitted by law, Independent Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents, and employees from any and all claims, demands, liabilities and expenses (including attorneys' fees and costs of defense) arising directly or indirectly to the operation or performance of the Independent Contractor under this Agreement.

8. Notice. Any notice that is required under this Agreement shall be in writing and sent by Certified Mail, Return Receipt requested, to the designated address contained in this Agreement.

9. Assignment of Agreement. Independent Contractor shall not assign, transfer or subcontract any of his/her rights, burdens, duties or obligations under this Agreement without the prior written permission of the District.

10. Place of Performance. All obligations to each party of this agreement shall be performable in Tarrant County, Texas. Venue, in the event of a suit, is in Tarrant County, Texas.

11. Governing Law. The validity of this Agreement and any of its terms of provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

12. Entire Agreement. This Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the performance under this Agreement exists between the parties. This Agreement can be modified only by an agreement in writing, signed by both parties.

13. Modifications. Any modification or alteration in the terms of this Agreement may only be effective if made in writing and signed by both Independent Contractor and District.

14. Fairness Principle. This Agreement is entered into and all students will be treated by Independent Contractor under this Agreement without regard to sex, race, color, religion, national origin, or handicap.

15. Severability and Enforceability. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. It is the intention of the parties that each provision hereof be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

16. Full Intentions of Parties. This Agreement represents the full intentions of the parties and shall be interpreted according to the laws of the State of Texas.

17. Criminal Background Checks. Independent Contractor affirms that it has complied or will comply prior to the performance of any work for the District, with the requirements regarding criminal background checks as provided under Texas Education Code, Chapter 22. This law requires Independent Contractor to obtain all criminal history record information on all persons to whom the law applies through the Texas

Department of Public Safety (DPS) clearinghouse. This process includes fingerprinting in order to submit the individuals to a national check. Independent Contractor must certify to the District that the Independent Contractor has received all criminal history record information on all persons, including the Independent Contractor itself, and that there were no positive hits. The cost of this requirement is to be paid by the Independent Contractor.

18. **No Authority To Bind The District.** Independent Contractor has no authority to enter into contracts or agreement on behalf of the District or in any way to act for or on behalf of the District.

19. **Sovereign Immunity.** The parties agree that the School has not waived its sovereign immunity by entering into and performing its obligations under this Agreement. Independent Contractor warrants and represents that he/she has never been convicted of a felony or a crime involving moral turpitude.

Private Instructor Date

DESIGNATED ADDRESS FOR NOTICE:

Dr. Curtis Amos, Superintendent Date

Joshua Ezell, Director of Choirs Date

**SUPPLEMENTAL MUSIC LESSON PROGRAM
INDEPENDENT CONTRACTOR AGREEMENT
INSTRUCTOR-ATTACHMENT A**

This attachment becomes a part of the Independent Contractor Agreement for the 2018 / 2019 School Year.

Independent Contractor agrees to charge the District approved amount of \$20.00 per lesson the length of which shall be a minimum of thirty minutes per lesson. In the event local campus schedules do not allow lessons to meet the thirty minute minimum, the Instructor, by signing this agreement, agrees to provide additional instruction, at no charge to the student, to meet the minimum of one hundred twenty minutes of instruction per four-lesson period.

The Instructor, as an independent contractor with the District, agrees to the following:

1. To make himself/herself available to provide musical instruction to any student enrolled in a regular music program of the District.
2. To cooperate with the Choir Director in the scheduling of such instruction at a time that does not conflict with the student's other academic pursuits.
3. To cooperate with the Choir Director and the student's parents to assure the student's proper musical growth.
4. To prescribe instructional materials for the student that meets District curriculum standards and is readily accessible to the student at a reasonable cost.
5. To attend all scheduled instructional sessions unless prevented by illness or other good cause, and to give students reasonable notice of not less than twenty-four hours, except in cases of emergency. When lessons must be missed, in all cases, the Choir Director is to be notified on the day that the Instructor will not be meeting scheduled lessons.
6. To provide written notification to the Choir Director, along with cause, notice of termination of lessons on any student.
7. To comply with all applicable laws, Board policies, and rules pertaining to, but not limited to, dress and conduct, and the use and/or possession of drugs, alcohol, tobacco, or weapons on District property.
8. To follow, in its entirety, the Code of Ethics of the Texas Certified Teachers and the Texas Music Educators Association.
9. To handle all accounting and billing for lessons taught as prescribed by the District.
10. To provide proof of professional liability insurance for the term covered by this contract.
11. To hold harmless and indemnify District from all claims, demands, causes of action, judgments, and liabilities of whatever kind arising out of or in connection with or concerning this agreement between the Instructor and the District.
12. The supplemental music lesson program, as all programs, is under the direct supervision of the campus Principal. All local rules and/or regulations are to be followed.

(Please retain this copy of the agreement for your records)

(OVER TO COMPLETE)

Have you ever been convicted or pled guilty or no contest (nolo contendere), to, a felony offense or a misdemeanor other than a traffic violation? If so, please explain. (For purposes of volunteering with EISD, "convictions" include sentenced to confinement, paid fine, time served, placed on probation (including deferred adjudication) and court-ordered restitution. _____ Yes _____ No

(If "yes", please explain: _____)

Failure to disclose complete and truthful information constitutes reason for denial of Volunteer Application.

I hereby give the Everman Independent School District permission by and through this release form to obtain any record of my personal history, civil or criminal, from any local, state or federal law enforcement agency, department of correction, clerk's office or child protective agency or from any previous or current employer.

It is understood that the information shall be used only to evaluate my application to work with the students in the Everman ISD. As an applicant herein, I release and hold Everman ISD, its agents, officers, employees and all other agencies harmless from any and all liability for damages of whatever kind or nature arising from the use of said information and waive any right I may have to the information secured.

The original of this release approval will be maintained within the District's files and copies of the original will be sent to the appropriate individuals and agencies as necessary.

CODE OF ETHICS FOR VOLUNTEERS

- I realize that being a volunteer for Everman ISD can help a student to attain his/her maximum educational potential as well as help and encourage all aspects of student growth.
- I will be responsible for arriving on time and be regular and consistent in attendance.
- I will encourage positive attitudes through sincere praise.
- I will be sensitive to procedures and student needs.
- I will be flexible in working with new ideas and materials.
- I agree to keep student information confidential. I will have respect for the confidential nature of school records, assignments and relationships between staff members and students.

Signature of Applicant

Date

***** Please, return completed application to the campus office.**

***** Include a copy of your ID or driver's license with the form.**

***** Application must be turned in seven days prior to the event you wish to participate in.**

**HR Office
Use Only**

Meets district guidelines to volunteer:

Yes _____ No _____

If "No" _____

DPS Computerized Criminal History (CCH) Verification

(AGENCY COPY)

I, _____, have been notified that a Computerized Criminal History (CCH) **APPLICANT or EMPLOYEE NAME (Please print)** verification check will be performed by accessing the Texas Department of Public Safety Secure Website and will be based on name and DOB identifiers I supply.

Because the name-based information is not an exact search and only fingerprint record searches represent true identification to criminal history, the organization conducting the criminal history check for background screening is not allowed to discuss any criminal history record information obtained using the name and DOB method. Therefore, the agency may request that I have a fingerprint search performed to clear any misidentification based on the result of the name and DOB search.

For the fingerprinting process I will be required to submit a full and complete set of my fingerprints for analysis through the Texas Department of Public Safety AFIS (Automated Fingerprint Identification System). I have been made aware that in order to complete this process I must make an appointment with L1 Enrollment Services, submit a full and complete set of my fingerprints, request a copy be sent to the agency listed below, and pay a fee to the fingerprinting services company, L1 Enrollment Services.

Once this process is completed and the agency receives the data from DPS, the information on my fingerprint criminal history record may be discussed with me.

(The copy must remain on file by your agency. Required for future DPS Audits)

Signature of Applicant or Employee

Date

EVERMAN ISD

Agency Name (Please print)

Agency Representative Name (Please print)

Signature of Agency Representative

Date

For Office Use Only	
CCH Report Printed	
YES ____	NO ____ ____ initial
Purpose of CCH: _____	
Hire ____	Not Hired ____ ____ initial
Date Printed _____	____ initial
Destroyed Date _____	____ initial
Retain in your files	