

# Waxahachie Supplemental Music Lessons Information 2007/2008

Thank you for your interest in becoming a supplemental music lesson instructor in the **Waxahachie Music Enrichment Program**. The Fine Arts Department of the Waxahachie 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 be employed in the Waxahachie ISD as a supplemental music lesson instructor it will be necessary to complete and submit several different items before instruction may begin. *See Checklist Below*

We encourage all of our students to participate in the supplemental music lesson program and we will help in any way that we can as directors to assist you in developing and building a strong and healthy lesson studio here in Waxahachie.

It is our goal to have lessons start the week of August 27 if at all possible, however we understand that this may not be possible. We look forward to an extremely successful year and we are glad that you have chosen to share your talents and expertise here in Waxahachie.

## **Answers to Questions You May Have**

- ◇ We will use the high school facilities for all after school lessons
- ◇ Yes, you may schedule lessons during band classes at all campuses (see schedules in packet)
- ◇ A WISD band director will be on site at the high school Monday-Thursday
- ◇ Yes, kids may miss marching band rehearsal for lessons
- ◇ Yes, you have to complete another background check even if you completed one last year
- ◇ No, there are no Building Usage Fees or Rental fees
- ◇ Yes, we would prefer if you carried some kind of liability insurance as offered By TMEA
- ◇ Until the background check is complete we cannot release phone numbers/rosters

## **Checklist for Completion of Application Packet**

- ◇ Criminal History Check
- ◇ Independent Contractor Agreement

High School Directors (972-923-4627)

Rich Armstrong rlam@wisd.org  
Derek Phillips-dphillips@wisd.org

Junior High School Directors (972-923-4680)

Dan Francis dlf50@sbcglobal.net  
Kendra Ray kray@wisd.org

Turner Middle School Director (972-923-4690)

Donnie Owens dowens@wisd.org

WAXAHACHIE ISD SUPPLEMENTAL LESSON PROGRAM

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is made and entered into on \_\_\_\_\_ 2007 by and between Waxahachie Independent School District, 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, 2006, 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. 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.

6. 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.

7. 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.

Independent Contractor warrants and represents that he/she has never been convicted of a felony or a crime involving moral turpitude.

INDEPENDENT CONTRACTOR'S SIGNATURE DATE \_\_\_\_\_

INDEPENDENT CONTRACTOR'S SIGNATURE \_\_\_\_\_

## WAXAHACHIE SUPPLEMENTAL MUSIC LESSON PROGRAM

### INDEPENDENT CONTRACTOR AGREEMENT

#### INSTRUCTOR-ATTACHMENT A

This attachment becomes a part of the Independent Contractor Agreement for the **2007-08** School Year.

Independent Contractor agrees to charge the District approved amount of \$15.00 per lesson the length of which shall be a minimum of twenty-five minutes per lesson. In the event local campus schedules do not allow lessons to meet the twenty-five 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 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 Band/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 Band/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 Band/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 Band/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 District.
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)

# WISD Campus Schedules

## High School

		A Day	B Day	
8:35-10:05	1	Conference	4	Symphonic Band
10:12-11:47	2	Concert band	5	Travel
2:05-2:50	7	Jazz Band	7	Conference
2:57-3:45	8	Wind Ensemble	8	Wind Ensemble

## Junior High

8:35-9:45	Conference
9:24-10:09	1st Band
10:13-10:58	2nd Band
1:12-1:57	3rd Band
2:01-2:46	Assist at Turner
2:50-3:35	Assist at Turner

## Turner

8:35-9:19	Oboes/Bassoons
9:22-10:06	Flutes
10:09-10:53	Saxophones
10:56-11:56	Low Brass
12:29-1:13	Clarinets
1:16-2:00	Ensemble Band
2:03-2:47	Percussion
2:50-3:35	Trumpets/Horns

## After School Marching Practice Schedule

Monday	4:15-6:00
Tuesday	4:15-6:00
Wednesday	4:15-5:15
Thursday	4:15-6:00