

INDEPENDENT CONTRACTOR AGREEMENT
PRIVATE LESSON INSTRUCTORS

KLEIN INDEPENDENT SCHOOL DISTRICT (hereafter, "KISD") and _____ (hereafter, "Instructor") hereby enter into this Independent Contractor Agreement (hereafter, "Agreement") on the following terms:

1. **Services:** Instructor is a private lesson provider. KISD agrees to allow Instructor the opportunity to provide private lessons for KISD students on KISD property. Instructor understands that if not for this Agreement, Instructor would not have the opportunity to access KISD students on KISD property to provide private lessons.

2. **Independent Contractor:** KISD and Instructor hereby agree that there is not an employment relationship between KISD and Instructor. KISD and Instructor agree that Instructor is an independent contractor and will not be subject to the control of the KISD, but shall perform his/her services as required by law in the exercise of his/her professional judgment and discretion. KISD is in no way responsible for carrying group life and health insurance, workman's compensation, or unemployment insurance for Instructor, or providing any other benefits associated with full-time employment.

3. **Consideration:** As consideration for the opportunity to provide private lesson services to KISD students on KISD property, Instructor shall pay KISD a building usage fee in the amount of \$35.00.

Instructor understands that he/she will not receive any payment from KISD for private lesson services and that KISD is in no way responsible for collecting payments for private lessons from parents. Instructor remains solely responsible for collecting such payments from parents and for any and all applicable social security and personal income taxes which may become due as a result of payments made by KISD parents for private lesson services. Instructor shall indemnify and hold KISD harmless in this regard.

4. **Term of Agreement:** This Agreement shall commence on the date of execution by both parties and shall terminate at the end of the 2020-2021 school year. This Agreement may be terminated without cause by KISD or Instructor by giving thirty (30) days written notice to the other party. Instructor's notice is proper if sent to the KISD Director of Fine Arts. KISD's notice is proper if sent to Instructor's address that is on file with KISD.

5. **Immunities:** Nothing in this Agreement waives or alters any immunities provided KISD, its employees, officers, or agents, under Texas or federal law.

6. **Indemnity.** Instructor agrees to hold harmless and indemnify KISD for any injury or property damage sustained by Instructor, Instructor's employees or volunteers, or any entity for which Instructor is responsible, occurring or alleged to have occurred in the course of, or as a result of, Instructor's activities while on KISD property, performing any and all duties relative to this Agreement.

7. **Governing law/jurisdiction:** This Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Mandatory and exclusive venue for any dispute arising out of this Agreement shall be a court of competent jurisdiction in Harris County, Texas.

8. **Background checks:** Prior to commencing any private lesson services to KISD students on KISD property, Instructor agrees to submit to a criminal history review through the Texas Department of Public Safety’s Fingerprint-based Applicant Clearing House of Texas (FACT) as required by Texas Education Code Section 22.0834 and Texas Administrative Code Section 153.1101. Instructor agrees that he/she is responsible for any costs associated with obtaining such criminal history review.

Instructor agrees and understands that he/she is prohibited from providing private lesson services at KISD if he/she has a disqualifying criminal history as set forth by Texas Education Code Section 22.085 or any higher standard established by the District.

If Instructor fails to comply with this provision, KISD may terminate this Agreement immediately without penalty and without any monetary or other obligation to Instructor.

9. **Compliance with Applicable Laws:** Instructor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. Instructor further agrees to observe and abide by all KISD policies and procedures, which can be accessed online at <http://pol.tasb.org/Home/Index/595>, while providing private lesson services on KISD property.
10. **Entire Agreement:** This Agreement supersedes all previous oral and/or written agreements and constitutes the entire Agreement relating to Instructor’s provision of services to KISD. This Agreement may only be amended by mutual written consent of both KISD and Instructor.
11. **Legal Construction:** In the event that any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained in the Agreement.

INSTRUCTOR:

BY: _____
Instructor **Date**

Mailing Address:

Social Security Number: _____

KLEIN INDEPENDENT SCHOOL DISTRICT

BY: _____
Director of Fine Arts **Date**