

**DRAFT - MEMORANDUM OF AGREEMENT BETWEEN
MIDWAY INDEPENDENT SCHOOL DISTRICT AND FINE ARTS PRIVATE LESSON TEACHER**

Whereas, _____, (herein referred to as "Private Teacher") wishes to provide services to the students at Midway High School; and

Whereas Midway Independent School District, 13885 Woodway Drive, Woodway, Texas 76712, desires to cooperate with consultant by offering such opportunity; and

Whereas, the Midway Independent School District and private teacher desire to enter into an agreement with the following terms and conditions:

Private Teacher shall:

1. Cooperate with the administration and staff of Midway ISD to coordinate, plan, and execute an educational experience for the students assigned that supports the school's philosophy and academic standards.
2. Provide the MISD administration and staff with feedback regarding student achievement and cooperation regarding the established learning objectives.
3. Uphold the professional standards of Midway Independent School district and the standards contained in the Student Handbook and Code of Conduct.
4. Make himself/herself available to provide musical instruction to any student enrolled in a regular music/theatre program of the District.
5. Cooperate with the Band/Choir/Orchestra/Theatre Director in the scheduling of such instruction at a time that does not conflict with the student's other academic pursuits.
6. Cooperate with the Band/Choir/Orchestra/Theatre Director and the student's parents to assure the student's proper musical/theatrical growth.
7. Prescribe instructional materials for the student that meets District curriculum standards and is readily accessible to the student at a reasonable cost.
8. 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/Orchestra/Theatre Director is to be notified on the day that the Instructor will not be meeting scheduled lessons.
9. Provide written notification to the Band/Choir/Orchestra/Theatre Director, along with cause, notice of termination of lessons on any student.
10. 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.
11. Follow, in its entirety, the Code of Ethics of the Texas Certified Teachers and the Texas Music Educators Association.
12. Handle all accounting and billing for lessons taught as prescribed by the District.
13. 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.

Midway Independent School District shall:

1. Provide an orientation for Consultant prior to her teaching experience.
2. Provide, within district limitations, supplies, equipment, and adequate classroom space to Consultant.
3. Conduct a background check on Consultant in accordance with the usual and customary practice of the district.
4. Inform Consultant of relevant policies or procedures of the district.

Duration of agreement, term, modification:

1. The parties to this agreement may amend this agreement as deemed necessary, provided, however, that no amendment to this agreement shall be valid unless in writing and signed by the duly authorized representative of the parties.
2. A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.
3. Consultant may not assign this contract to a third party without written consent of the district.

Consultant (Date)

Darrell Umhoefer, Director of Fine Arts
Midway ISD

Departmental Director