



CITY OF MARLBOROUGH RECREATION DEPARTMENT

239 Concord Road
Marlborough, Massachusetts 01752
Tel (508) 624-6925 FAX (508) 624-6940 TTY (508) 460-3610

COMMISSIONERS
William Doherty
Robert Kays: Chairman
Mark Vital
John Welch

DIRECTOR
Charles Thebado

PROGRAM MANAGER
Zachary Lambert

INDEPENDENT CONTRACTED INSTRUCTOR COURSE PROPOSAL FORM

Name of Program/Course: _____

Instructor Information

Name: _____

Company/Business Name (if applicable): _____

Mailing Address: _____

Phone: _____ Cell: _____ Fax: _____

E-mail: _____ If new Instructor; W-9 must be completed & submitted to Auditor's Office.

Proposed format: NOTE: This information should represent the Instructor's "ideal," and is intended as a starting place for discussions between the Contract Instructor and the Marlborough Recreation Department ("MRD") Staff.

Program/Course Type: Seminar Arts & Crafts Health/Fitness Education Sport Camp Other

Program/Course Duration (1 day, 4 weeks, 6 weeks, etc.): _____ # of Days per Week: _____

Day(s): _____ Times: _____ Dates: _____

Location (or type of facility): _____

Minimum enrollment: _____ Maximum enrollment: _____ Participant Age Range: _____

Suggested instructor program/course fee: \$ _____ per participant/course. Instructors set their course/program fees. MRD will retain \$15.00 per participant of this fee, unless otherwise negotiated. MRD reserves the right to approve all course/program fees.

***Please provide an outline for the program or course on a separate piece of paper and attach to this form**

PLEASE NOTE: If you are instructing a program dealing with children, you must submit your Criminal Background Check Clearance Form or Certification in accordance with Marlborough City Code Chapter 288 and/or M.G.L. c6, §172 to the Chief of Police at least 10 days prior to the start of the class/program. Information is available through the Marlborough Police Department, 355 Bolton Street, Marlborough, MA 01752 or by calling 508-485-1212.

Instructor Qualifications: (You may attach a resume or other materials.)

Experience/Knowledge of Topic:

Have you taught this program/course before? Yes or No If so, where? _____

References: Please indicate at least 3 references (two professional and one personal).

NAME	RELATIONSHIP	CONTACT NUMBER	YEAR(S) KNOWN

The MRD reserves the right to edit and reject proposals. Once the proposal has been reviewed and accepted, you will receive a signed copy of this proposal form for the sessions approved.

By submitting this proposal, I certify that the facts contained in this application are true and complete to the best of my knowledge and understand that, if contracted; falsified statements on this application shall be grounds for termination of the course/program.

I authorize investigation of all statements contained herein and the references listed above to give you any and all information concerning my previous employment and any pertinent information they may have, personal or otherwise, and release all parties from all liability for any damage that result from furnishing same to you.

Applicant Authorized Signature

Date: _____

Thank you for your interest in providing courses/programs through MRD. Please mail, e-mail, fax or drop off a completed application to:

Marlborough Recreation Department
Attn: Zachary Lambert, Program Manager
239 Concord Road
Marlborough, MA 01752
Tel (508) 624-6925 FAX (508) 624-6940
cthebado@marlborough-ma.gov

DO NOT WRITE BELOW THIS SECTION – FOR CITY USE ONLY

=====

REVIEW AND APPROVAL

Commission/Department /Head Signature: _____

Date: _____

Special Conditions/Changes to Instructor’s Proposal: **(To be completed by City officials or included by separate attachment.)**

Marlborough Recreation Department (MRD) Independent Contracted Instructors Guide

Contracted Instructors

Contracted instructors conduct a variety of courses and programs in the City's parks and recreation centers to the community.

Contracted Instructors are:

- Independent contractors and not employed by the City of Marlborough/MRD.
- Under contract and paid a percentage of their program's gross revenue.
- Expected and encouraged to set the class tone and develop curriculum and is responsible for control of participants. Any issues should be discussed with MRD.
- Responsible for any related set up required for the course or program.
- Provides any related materials needed. This should be considered when determining course or program fees.
- Contracted instructors must not store any course or program materials on site. All materials/equipment must be removed after each course/program session.
- Facility access is granted upon receiving facility permit from MRD.
- Responsible for participants who are minors are released to their parents or another responsible adult. Instructors are not to leave until all children are picked up. In an emergency, contact the Director.
- Required to obtain a business certificate with the City of Marlborough in accordance with M.G.L. c.110, § 5 if conducting a business under a name other than their own.
- Required to obtain a liability insurance policy that includes the City of Marlborough as an additional named insured for \$1,000,000.
- Required to obtain workers compensation insurance, if applicable.

Responsibilities of MRD are:

- Provide adequate space.
- Process registrations and handle all financial transactions including instructor payments.
- Promotes course or program.

Qualifications

To become an instructor, an individual must possess strong teaching skills; be positive, organized and dependable; have good communications skills; be prompt and reliable; and demonstrate a desire to develop and promote the course or program. MRD is interested in courses and programs that are unique or fill a specific community need.

Submit Course or Program Proposal

If you are interested in becoming a contracted instructor, please complete the Independent Contractor Course/Program Proposal Form and the IC Questionnaire. Submitting a Course/Program Proposal Form or meeting with one of MRD staff members does **NOT** guarantee selection as an independent contracted instructor.

MARLBOROUGH RECREATION DEPARTMENT

INDEPENDENT CONTRACTOR'S QUESTIONNAIRE

1. Do you have a business name or are you conducting business under a d/b/a? *If so, state name of business.*

2. How is your business structured?

- Sole Proprietorship
 Partnership
 Corporation
 Limited Liability Company
 Other:

3. What is your business address and phone number:

4. Number of employees, if any: _____

5. a. Do you hold any professional licenses? *If so, what are they?*

- b. If conducting a business under a name other than your own name, do you hold any business certificates in accordance with M.G.L. c.110, § 5? *If so, what are they?*

6. Please list or attach contact information for other companies for whom you have worked as an independent contractor.

Name	Company	Phone Number
------	---------	--------------

7. Do you advertise your business (for example, online website, Yellow Pages, advertising)? *If so, where/how?*

8. Do you have a separate office from your home? _____

If so, where? _____

9. Do you own any business equipment and/or facilities? _____

If so, please give a brief description:

10. Do you have your own business cards, professional stationery and invoice forms?

11. Please check types of insurance that you carry:

General Liability

12. Are you currently employed with the City of Marlborough including the Marlborough Public Schools? *If so, please indicate what department and your title.*

13. Are you already earning a retirement allowance from a Massachusetts public employer?

If so, please give name and address of the Massachusetts public employer. Also, please obtain and complete a PERAC form to attach hereto.

Signature:

(Print the name of the person completing and signing this form)

(Date)

Automobile

Workers' Compensation

Umbrella/Excess Liability

Professional Liability

Independent Contractor Agreement & Terms and Conditions

As an Independent Contractor (“IC”) for Marlborough Recreation Department (“MRD”), the following terms and conditions apply and form a part of the contract for services:

Article 1. Scope of Services to be Performed

IC agrees to perform the services as provided for in the Instructor’s Proposal (the “Proposal”) accepted and approved by the MRD.

Article 2. Time for Performance

IC shall commence services on the date specified by the IC as approved by MRD.

Any change in the IC’s course/program (i.e. time, scope of course or program outline etc.) must be pre-approved by the Director.

Article 3. Payment

In consideration for the services to be performed by IC, MRD agrees to pay IC at the rate approved in the Proposal accepted by MRD according to the terms of payment set forth below.

Article 4. Terms of Payment

Prior to submission of an invoice, IC must submit to the City Auditor’s Office a completed W-9 Form. IC shall submit an invoice to the MRD Office on the last day of each month for the services provided during that month. The invoice should include: an invoice number, the dates covered by the invoice, the hours expended and a summary of the services provided. The City shall pay IC’s fee within thirty (30) days after receiving such invoice, subject to the approval of the City Auditor as required by M.G.L. c.41, §56.

Article 5. Expenses

IC shall be responsible for all expenses incurred while performing services. This includes license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to employees or contract personnel the IC hires to complete the services under the course or program being offered.

Article 6. Independent Contractor Status

6.1 Contractor is an independent contractor, not the City’s employee. IC’s employees or contract personnel are not the City’s employees. City shall only have the right to insure performance of the services under the course or program being offered. IC and the MRD agree to the following rights consistent with an independent contractor relationship.

1. IC is free from control and direction in connection with the performance of the services, both under the contract for performance of service and in fact.

*IC has the sole right to control and direct the means, manner and method by which the services required under the course or program will be performed.

*IC has the right to hire assistants as subcontractors, or to use employees to provide the services required under the course or program.

*The IC or IC's employees or contract personnel shall perform the services required by the course or program; the City shall not hire, supervise or pay any assistants to help IC.

*Neither the IC or IC's employees or contract personnel shall received any training from the City nor the MRD in the skills necessary to perform the services required by the course or program.

2. The Services are performed outside the usual course of the business of the MRD.

*IC has the right to perform the services required by the course or program at any place, location or time as provided in the IC's Proposal accepted by MRD.

*IC will furnish all equipment and materials used to provide services required for the course or program.

3. Contractor is customarily engaged in an independently established trade, occupation, profession or business as the services provided for the MRD.

*IC has the right to perform services for others while providing services to the MRD.

*MRD shall not require IC or IC's employees or contract personnell to devote full-time to performing services under the course or program.

6.2 Business Permits, Certificates and Licenses

IC has complied with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement, **a copy of which is attached hereto to be placed on file with the MRD.** When an IC does business in a name other than their own, they are required to have a business certificate from the City or Town Clerk in the town or city where the business is located. An IC may not meet the standard that requires registering with the Secretary of State's Office but according to M.G.L. Chapter 110, Section 5, a business certificate must be filed for any person, partnership, or corporation conducting business in a city or town under a name other than their own.

6.3 State and Federal Taxes

The City will not:

*withhold FICA (Social Security and Medicare taxes) from IC's payments or make FICA payments on IC's behalf;

*make state or federal unemployment compensation contributions on IC's behalf; or

*withhold state or federal income tax from IC's payments.

IC shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and, if IC is not a corporation, self-employment (Social Security) taxes. Upon demand, IC shall provide the MRD with proof that such payments have been made.

6.4 A Certificate of Tax Compliance must be completed and attached to these Terms & Conditions.

6.5 Fringe Benefits

IC understands that neither IC nor IC's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of the City of Marlborough.

6.6 Workers' Compensation

The City shall not obtain workers' compensation insurance on behalf of IC or IC's employees. If IC hires employees to perform any services under the course or program, IC will cover them with workers' compensation insurance and provide MRD with a certificate of workers' compensation insurance before the employees begins services under the course or program.

The Contractor certifies under penalty of perjury that the Contractor is not presently debarred from contracting with a municipality under the provisions of section 25C of chapter 152, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

6.7 Additional Optional

If not operating as a corporation, IC shall obtain workers' compensation insurance coverage for itself and IC's employees or contract personnel. If applicable, the IC shall provide MRD with proof that such coverage has been obtained before commencing services under the course or program.

6.8 Unemployment Compensation

The City shall make no state or federal unemployment compensation payments on behalf of IC or IC's employees or contract personnel. IC will not be entitled to these benefits in connection with services provided under the course or program.

Article 7. Insurance and Indemnification

7.1 The City shall not provide any insurance coverage of any kind for IC or IC's employees or contract personnel. IC agrees to maintain and to provide a Certificate of Insurance evidencing a liability insurance policy to cover inherent risks involved in operating any course or program and shall have sufficient insurance in limits satisfactory to the City to cover any negligent acts committed by IC or IC's employees or agents while performing services under the course or program. A copy of the Certificate shall be attached hereto to be placed on file with MRD. IC's insurance shall be primary with no contribution by the City's insurer. If applicable, IC agrees to sign the Instructor Indemnification and Release Form provided by MRD. All participants of the IC's class or program must sign a Consent and Release Form provided by the MRD.

7.2 IC shall indemnify and hold the City, MRD, its officials, employees and agents harmless from any and all claims (including personal injury), loss or liability arising from performing services under the accepted course or program.

Article 8. Conflict of Interest

The IC shall adhere to the mandates of the Massachusetts Conflict of Interest Statute, M.G.L. c. 268A, as amended. The IC warrants, that he/she or his/her employees, agents, officers, directors or trustees have not offered or attempted to offer anything of value to any employee of the City in connection with the award of a contract. The Contractor further warrants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of the Contract, no person having any such interest shall be employed by the Contractor or engaged as a subcontractor by the contractor; and (3) no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority.

Any violation of c.268A shall be material breach of the contract, subjecting the Contractor to sanctions, including but not limited to withholding payments or termination without regard to any enforcement activities undertaken or completed by any enforcement agency.

Article 9. Cancellation or Termination of Course or Program

9.1 With reasonable cause, either the City or IC may terminate the course or program, effective immediately upon giving written notice. Reasonable cause includes:

- *a material violation of this Agreement;
- *any act exposing the other party to liability to others for personal injury or property damage;

9.2 When in the City’s best interest, the City and MRD, at its own option, may cancel the IC relationship at any time, whether or not the IC is in default of any of its obligations hereunder.

9.3 Upon any such cancellation or termination, IC agrees to waive any claim for damages, including loss of anticipated profit on account thereof. However, the City agrees that the IC shall be paid for services already accepted by the MRD, but in no event shall the City be liable for loss profits on the services or portion thereof so cancelled.

Article 10. Severability

If any part of the terms and conditions is held unenforceable, the rest of the terms and conditions will continue in effect.

Article 11. Applicable Law

This Agreement will be governed by the laws of the Commonwealth of Massachusetts.

Article 12. Notices

All notices and other communications in connection with the services to be performed shall be in writing and shall be considered given as follows:

- *when delivered personally to the City’s or IC’s contact at the address provided on the Proposal Form;

*three days after being deposited in the United States mail, with postage prepaid to the City’s or IC’s contact at the address provided on the Proposal Form; or

*when sent by email to the MRD Director or the IC’s contact person at the address provided on the Proposal Form. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

Article 13. Employment Status with City or as Retired Public Employee

The IC confirms that he/she has completed the City’s Independent Contractor’s Questionnaire and has complied with any retired public employee requirements associated with providing services under the course or program.

Article 14. No Partnership

The acceptance of a proposal by MRD for any course or program to be offered does not create a partnership relationship. IC does not have authority to enter into contracts on the City’s or MRD’s behalf.

Article 15. Assignment

IC may not assign or subcontract any rights or obligations under the course or program accepted by MRD without the City’s prior written approval.

Article 16. Exclusive Agreement

This is the entire agreement between IC, the City and MRD which consists of the IC’s Proposal accepted by MRD and the City’s Independent Contractor Terms and Conditions contained herein.

Signatures:

The IC hereby certifies under the pains and penalty of perjury that it shall comply with these City of Marlborough Independent Contractor Terms and Conditions for any applicable course or program authorized by MRD as certified by their authorized signatory below:

Independent Contractor’s Authorized Signatory **Date**

Print Name **Title**

Business Name

Business Address

Business Phone Number **Fax** **Email**

**CERTIFICATE OF COMPLIANCE
WORKER'S COMPENSATION ACT, MGL, CHAPTER 152**

Pursuant to M.G.L. c.152, §25A and other related section of said chapter, "every employer shall provide for the payment to his employees of the compensation provided by this chapter", known as Worker's Compensation. As a condition of your contractual agreement or to evidence compliance with said statute, whichever is applicable, you must supply either:

- A Certificate of Insurance showing worker's compensation insurance in effect as of the date of your contractual agreement with the City of Marlborough, or a copy of a policy of worker's compensation insurance policy in effect as of the date of your contractual agreement with the City of Marlborough.

or

- An executed and notarized certificate of exemption as written below for certain self-employed persons. (NOTE: If you are a single person firm that is incorporated, you are an employee of the corporation and therefore subject to the Worker's Compensation statute.)

Certificate Of Exemption

In certain circumstances listed below, worker's compensation may not be required. If one of the situations applies to you, complete the appropriate section and sign this statement where before a Notary Public.

COMMONWEALTH OF MASSACHUSETTS, MIDDLESEX, S.S.

I am self-employed and have no employees who work for me, and do all of the work of my business named _____ (address) _____, myself, and therefore am not required to obtain worker's compensation insurance. In making this statement, I indemnify the City of Marlborough from any liability arising out of any circumstances that would be subject to M.G.L. c.152.

_____ and I are the owners of the business named _____, address _____, and we have no employees who work for us, and we do all of the work ourselves, and therefore are not required to obtain worker's compensation insurance. In making this statement, we indemnify the City of Marlborough from any liability arising out of any circumstances that would be subject to M.G.L. c.152.

I/We also certify that if I/We become subject to the provisions of M.G.L. c.152, I/We will immediately notify the City of Marlborough and provide to same a Certificate of Insurance or a copy of a policy of worker's compensation insurance. I/We also certify that all the foregoing is true and correct under the pains and penalty of perjury this ____ day of _____, 20__

Signature: _____ Signature _____

COMMONWEALTH OF MASSACHUSETTS
MIDDLESEX, SS.

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to be that (he) (she) signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

CITY OF MARLBOROUGH



ATHLETIC ACTIVITIES AND RECREATION PROGRAMS INSTRUCTOR INDEMNIFICATION & RELEASE FORM

I, the undersigned, **insert name of instructor**, as a Contract Instructor for athletic activities and recreation programs of the City of Marlborough's Recreation Department, understand the inherent risks of these athletic activities or recreation programs, and on behalf of myself as well as my heirs, administrators, executors, and assigns, I agree to forever release the City of Marlborough, and all their employees, officials, agents, board members, volunteers and any and all individuals and organizations assisting or participating in these activities or programs of the City of Marlborough ("the Releasees") from any and all claims, rights of action and causes of action that may have arisen in the past, or may arise in the future, directly or indirectly, from personal injuries and/or property damage sustained by myself or my class participants arising from or relating to the athletic activities or recreation programs of the City of Marlborough, when I am contracted as an Instructor.

I shall indemnify, defend, and hold harmless the Releasees against any and all legal claims, causes of action, and proceedings that may have been asserted in the past, or may be asserted in the future, directly or indirectly, arising from personal injuries and/or property damage sustained by myself or my class participants as a result of these athletic activities or recreation programs of the City of Marlborough.

I further affirm that I have read this Form and that I understand its contents.

Participating Instructor's Signature:

Date: _____



CORI REQUEST FORM

APPLICANT/EMPLOYEE/VOLUNTEER INFORMATION

The City of Marlborough's Recreation Department has been certified by the Criminal History Systems Board for access to conviction and pending criminal case data. As an applicant/employee/volunteer for the position of _____, I understand that a criminal record check will be conducted for conviction and pending criminal case information only and that it will not necessarily disqualify me. The information below is correct to the best of my knowledge.

Applicant/Employee/Volunteer Signature

PLEASE PRINT:

LAST NAME

FIRST NAME

MIDDLE NAME

MAIDEN NAME OR ALIAS (If Applicable)

PLACE OF BIRTH

DATE OF BIRTH

SOCIAL SECURITY NUMBER
(Required)

*ID Theft Index PIN
(if applicable)

MOTHER'S MAIDEN NAME

CURRENT AND FORMER ADDRESSES: _____

SEX: _____ HEIGHT: _____ ft. _____ in. WEIGHT: _____ EYE COLOR: _____

STATE DRIVER'S LICENSE NUMBER: _____ STATE: _____

DEPARTMENT USE ONLY:

THE INFORMATION ABOVE WAS VERIFIED WITH THE FOLLOWING FORM OF GOVERNMENT ISSUED PHOTOGRAPHIC IDENTIFICATION: _____

REQUESTED BY: _____

CHARLES THEBADO

*The CHSB Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft Index PIN Number by the CHSB. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process.

All CORI request forms that include this field are required to be submitted to the CHSB via mail or by fax to 617-660-4614