CITY OF MARLBOROUGH
RECREATION DEPARTMENT
239 Concord Road
Marlborough, Massachusetts 01752
Tel (508) 624-6925 FAX (508) 624-6940 TTY (508) 460-3610

COMMISSIONERS
Brenda Calder
Thomas Evangelous
Craig Hunt
Robert Kays: Chairman
Jeffrey Long
Dennis Zilembo

DIRECTOR
David T. Grasso

PROGRAM MANAGER
Charles Thebado

CONTRACT INSTRUCTOR COURSE PROPOSAL

Name of Program/Class:

Instructor Information

Name: _____

Company/Business Name (if applicable): _____

Mailing Address: _____

Phone: _____ Cell: _____ Fax: _____

E-mail: _____ If new Instructor, Tax I.D or SS #_____

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

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

***Please provide an outline or lesson plan for the program or course on a separate piece of paper.**

PLEASE NOTE: If you are instructing a program dealing with children 18 years of age or younger, you will need to submit a CORI Application form in accordance M.G.L. c6, §172 to the MRD at least 10 days prior to the start of the class/program. Information is available through the MRD.

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

Experience/Knowledge of Topic:

Have you taught this program 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.

_____ Date: _____
Applicant Authorized Signature

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

Marlborough Recreation Department
Attn: Charles Thebado, 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

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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.)**

Independent Contractor
Terms & Conditions

As an In dependent Contractor for MRD, the following applies:

Article 1. Scope of Services to be Performed

Contractor agrees to perform services as provide for in the Contract Instructor Course Proposal as approved by the MRD.

Article 2. Time for Performance

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

Article3. Payment

In consideration for the services to be performed by the Contractor, MRD agrees to pay the Contractor at the rate approved in the Contract Instructor Course Proposal.

Article 4. Terms of Payment

Contractor shall submit an invoice to the MRD Office on the last day of each month for the work performed during that month. The invoice should include: an invoice number, the dates covered by the invoice, the hours expended and a summary of the work performed. The City shall pay contractor's fee within a reasonable time after receiving the invoice, subject to the approval of the City Auditor as required by M.G.L. c.41, §56.

Article 5. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. 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 Contractor hires to complete the work under the class/program activity.

Article 6. Independent Contractor Status

6.1. Contractor is an independent contractor, not the City's employee. Contractor's employees or contract personnel are not the City's employees. Contractor and the City agree to the following rights consistent with an independent contractor relationship.

* Contractor has the right to perform services for others during the term of this Agreement.

* Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.

* Contractor has the right to perform the services required by this Agreement at any place, location or time**.**

* Contractor will furnish all equipment and materials used to provide the services required for the class/program activity.

* Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required. .

* The Contractor or Contractor's employees or contract personnel shall perform the services required for the class/program activity; the City shall not hire, supervise or pay any assistants to help Contractor.

* Neither Contractor nor Contractor's employees or contract personnel shall receive any training from the City in the skills necessary to perform the services required for the class/program activity.

* The City shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required for the class/program activity.

6.2 Business Permits, Certificates and Licenses

Contractor has complied with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed, **a copy of which is attached hereto to be placed on file with MRD.**

6.3 State and Federal Taxes

The City will not:

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

* make state or federal unemployment compensation contributions on Contractor's behalf, or

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

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

6.4 A Certificate of Tax Compliance must be completed and attached to these terms and conditions.

6.5 Fringe Benefits

Contractor understands that neither Contractor nor Contractor'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 Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

6.7 Additional Optional

If not operating as a corporation, Contractor shall obtain workers' compensation insurance coverage for Contractor or file a Certificate of Exemption with the City's Legal Department. Contractor shall provide the City with proof that such coverage has been obtained before starting work, if applicable.

6.8 Unemployment Compensation

The City shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed.

Article 7. Insurance and Indemnification

7. 1. The City shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor agrees to maintain an insurance policy of at least **$1,000,000** to cover any negligent acts committed by Contractor or Contractor's employees or agents while performing services under this Agreement, **a copy of which is attached hereto to be placed on file with the MRD.** Instructor's insurance shall be primary, with no contribution by the City's insurer.

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

Article 8. Conflict of Interest

The Contractor shall adhere to the mandates of the Massachusetts Conflict of Interest Statute, M.G.L. c. 268A, as amended.

Article 9. Cancellation or Termination of Class/Program Activity

9.1 With reasonable cause, either the City or Contractor may terminate the class/program activity, effective immediately upon giving written notice.

Reasonable cause includes:

* a material violation of this Agreement, or
* 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 Independent Contractor relationship at any time, whether or not the Contractor is in default of any of its obligations hereunder.

9.3 Upon any such cancellation or termination, Contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the City agrees that the Contractor shall be paid for items already accepted by the MRD, but in no event shall the City be liable for any lost profits on the order or portion thereof so cancelled. Either party may terminate the relationship at any time for the failure of the other to comply with any of its terms and conditions.

Article 10. Exclusive Agreement

The Contract Instructor Course Proposal, MRD Program Policies and Procedures and the Independent Contractor Terms and Conditions are the entire agreement between the Contractor and MRD.

Article 11. Severability

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

Article 12. Applicable Law

The terms and conditions will be governed by the laws of the state of Massachusetts.

Article 13. 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 recipient's address as stated on the Contract Instructor Course Proposal form * three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on the Contract Instructor Course Proposal form, or
* when sent by fax or telex to the last fax or telex number of the recipient known to the person giving notice. 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 14. No Partnership

The terms and conditions do not create a partnership relationship. Contractor does not have authority to enter into contracts on the City's behalf.

Article 15. Assignment

Contractor may not assign or subcontract any rights or obligations pursuant to the terms and conditions without the City's prior written approval.

Contractor hereby certify under the pains and penalty of perjury that it shall comply with these City of Marlborough Terms and Conditions for any applicable class/program activity authorized by MRD as certified by their authorized signatory below:

Authorized Signatory

_____

Print Name _____

Title _____

Date _____

Business Name _____

Business Address _____

Business Phone Number Fax _____

Certificate of Tax Compliance

Certification that State Taxes are Filed and Paid: Pursuant M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

BY: _____
Signature of Individual/Corporate Officer (Mandatory, if applicable)

TITLE: _____ _____
Company/Corporate Name (Mandatory)

_____
Social Security number (voluntary) or Federal Identification Number

DATE:_____

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 toM.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
Personnel Department

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CORI REQUEST FORM

City of Marlborough Personnel Department has been certified by the Criminal History Systems Board for access to conviction and pending criminal case data. As an applicant/employee for _____, 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 Signature

APPLICANT/EMPLOYEE INFORMATION (PLEASE PRINT)

LAST NAME _____ FIRST NAME _____ MIDDLE NAME _____

MAIDEN NAME OR ALIAS (IF APPLICABLE) _____ PLACE OF BIRTH _____

DATE OF BIRTH _____ SOCIAL SECURITY NUMBER (Reqested, not 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: _____
(include state of issue)

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

REQUESTED BY: _____
SIGNATURE OF CORI AUTHORIZED EMPLOYEE

*The CHSB Identify 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.