



Dear Prospective Instructor:

Thank you for your interest in providing classes for the citizens of Frisco.

All programs are offered through the City of Frisco Recreation Division within the Parks and Recreation Department. The Recreation Division coordinates the provision of leisure, recreation, and education programs for all demographic populations.

The following information is required in order for your class proposal to be considered as an addition to our program. Please review the following information carefully and submit all required documents:

1. **Class Proposal Form**
2. **Proof of Insurance** (see attached sample)
3. **Class Related Certifications**
4. **Written References**
 - a. From two cities or businesses for whom you provide or have provided classes.
 - b. If you do not provide classes at other cities or businesses, please provide customer references.

Due to extremely limited facility and brochure space, new class additions are limited. In order to preserve profitability, classes that are too similar to currently offered classes may not be considered for addition. Class proposals will be considered on a first-come, first-serve basis.

City of Frisco Recreation Division Instructors are expected to manage their programs as their privately owned and operated businesses. This includes:

- Purchasing and preparation of supplies needed for programs.
- Additional marketing/advertising if needed.
- Contacting customers in certain situations.
- Set-up/take-down of equipment and furniture located in classrooms.
- Cleaning up after each class.
- Ensuring the quality of program content, etc.

The City of Frisco provides advertising for your classes in the Frisco Fun Guide, the Focal Point Community Newsletter and on our website, FriscoFun.org. When possible, we provide classroom facilities and equipment. We also handle all customer registrations, payments, refunds, class cancellations, customer calls and inquiries about the programs. At the end of each session, you will submit an invoice for the amount of students based on the resident rate. A percentage fee of 60% will then be paid to the instructor.

Please review the Independent Contractor Agreement and the Class Proposal Packet very carefully as you will be expected to be knowledgeable of and abide by the information contained in these two documents if you are contracted by the City of Frisco.

If you have any other questions, please contact the Recreation and Aquatic Program Supervisor.

We look forward to hearing from you.

Thank you,

Krysta McFarland

Recreation and Aquatic Program Supervisor

972-292-6524

KMcFarland@FriscoTexas.gov

Frisco Athletic Center

5828 Nancy Jane Lane

Frisco, Texas 75035

Class Proposal Form

Instructor/Business Information

(Please include name and contact numbers for each instructor who would be conducting classes)

Instructor or business name:

E-mail:

Phone number(s):

Address:

Please note: You will be required to submit a completed IRS W-9 tax form prior to being contracted and paid for your services.

Program Information

If you are proposing multiple classes, each with different content, please complete a Program Information sheet for each class.

Program Title: _____

Briefly list/describe what your students will be doing:

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Lists of all materials, supplies, and equipment: (Include handouts/reference materials, pens, folders, and all supplies the students will need to participate in your program):

Supplies you will provide for the students:

Supplies that the students must purchase *to bring with them to class*:

Equipment you will need the City of Frisco to furnish for your program (such as tables, chairs, sink, etc.):

Equipment/materials you will provide and that you will be using while conducting the program (such as, a personal piece of equipment like an easel, wireless microphone, video camera, etc.):

Class days/session days: (see attached Program Attendance Formats)

Sunday Monday Tuesday Wednesday Thursday Friday Saturday

Time frame: _____

Please note that due to very limited space and time available at our facilities, we may not be able to accommodate your proposed class times, dates, or locations. If this is the case, we may contact you to suggest alternate times/locations.

Student fee(s) + Supply Fee: ALL program registration fees are paid directly to the City of Frisco. Student fees are then paid to the instructors on a per-session basis. Sixty percent of the resident rate class fee will be paid to the instructor. Supply fees will be paid to the instructor on the first day of class.

Type of facility needed:

- Classroom (tables & chairs)
- Gymnasium
- Outdoor Location
- Dance/Aerobics Room
- Indoor open floor space
- Instructor will utilize his or her own facility
- Other: (please describe)

Please state any size requirements or other considerations for the facility you will need:

Participant ages: _____

Number of students in class: _____ Minimum _____ Maximum

Class description for Frisco Fun Guide: 'Sell' your program to potential customers in 45 words or less):

Attach additional class information (such as instructor experience, benefits of participation in your program, trends in your program area, newspaper 'clippings' of articles about your classes, photos, program theory or philosophy, etc. and any other information you would want our staff to convey to potential customers when answering questions about your program).

Create and send a complete syllabus outline with your class proposal packet:

This is a list of what students will be doing on each class day, or an outline of what students will be doing within a general time frame. If your program is an 'on-going' program that is not broken down into 'sessions' or 'daily lessons,' please state what students would be doing at the beginning, intermediate, and advanced levels. It is recommended that you provide each student with a syllabus on the first day of class.

Include a set of Goals and Objectives: What should student's learn/accomplish/achieve when they participate in your class? How will they accomplish these goals?

Program Attendance Formats

There are three main formats:

- **Sessions:** Classes can be scheduled in sessions (three day sessions, one-week sessions, six-week sessions, etc.) and students pay for the entire session upfront. For example:
 - Mondays, 10:30 – 11:00 a.m., September 2 – October 4, fee is \$50 for 4-week session.
 - Monday, Wednesday, and Friday, May 4, 6, and 8, 5:30 – 6:30 p.m., fee is \$60 for the three-day session.

- **Individual classes:** Classes can be scheduled on a one-day-only basis where students pay for one class at a time (such as a one-day workshop). For example:
 - Monday, July 3, 6:00-7:00 p.m.: Stress Management, \$15 for one day class
 - Saturday, July 17, 1:00-3:30 p.m.: Time Management, \$35 for one day class

- **Drop-in** attendance is also available in some circumstances.

This is an example of the contract that all instructors must sign and abide by:

CITY OF FRISCO, TEXAS
INDEPENDENT CONTRACTOR AGREEMENT

This agreement is made and entered into on this _____ by and between the City of Frisco, Texas, hereinafter "the City", and _____, hereinafter "Independent Contractor."

For and in consideration of the mutual covenants contained herein, the City and Independent Contractor agree as follows:

1. **Independent Contractor.** Independent Contractor is and shall at all times and for all purposes 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 City and Independent Contractor or any of Independent Contractor's agents or employees. Independent Contractor assumes exclusively the responsibility for the acts of his/her employees as they relate to the services provided during the course and scope of their employment. Independent Contractor, his/her agents and employees, shall not be entitled to any rights or privileges of the City's employees and shall not be considered in any manner to be City employees, and no tax withholdings shall be made from compensation. Independent Contractor represents that he/she has the proper training and qualifications to perform the services set forth below.
2. **Independent Contractor's Duties.**
 - (a) Independent Contractor will provide the following program/s as described in the chart below:
 - (b) Independent Contractor will provide any equipment and supplies necessary for the class/es listed or not already provided by the facility. I.e. Instructional music
 - (c) Independent Contractor is responsible for the set-up and take-down of all equipment, supplies, materials and tools for the program/s listed in (a).
 - (d) Independent Contractor will submit participant and attendance reports as requested by the City for the purposes of determining the need for the services, not for evaluating or supervising Independent Contractor's work.
 - (e) Independent Contractor will not accept compensation or payment from any source other than the City for the services conducted pursuant to this Agreement.
3. **Term.** The term of this Agreement will commence at 8:00 a.m. on Friday, January 1, 2010 through Friday December 31, 2010 or will continue until terminated earlier as provided herein. Either party may terminate this Agreement by giving forty-eight (48) hours written notice to the other. Upon notice of termination, this Agreement will continue for a period of forty-eight (48) hours. At the expiration of forty-eight (48) hours from receipt either party's written notice of termination, this Agreement will be null and void.
4. **Compensation and Billing.** The City agrees to pay Independent Contractor 60% which fee shall be paid to Independent Contractor on a per-session basis. It is the responsibility of the Independent Contractor to fill out a class attendance time sheet and student participation log.
5. **Liability.** The City of Frisco has insurance coverage for the recreational facilities utilized by the Independent Contractor. However, the City of Frisco will not accept liability for injuries that are the result of the negligence or malfeasance of contractor. Said Independent Contractor agrees to accept liability for injuries to himself / herself or others caused by his/her own negligence or malfeasance.
6. **Notice.** Any notice which is required under this Agreement shall be in writing and sent by Certified Mail, Return Receipt Requested, to the designated address contained in this Agreement.
7. **Assignment of Agreement.** Independent Contractor shall not assign, transfer or subcontract any of his/her rights, burdens, duties or obligations under this Agreement without the prior written permission of the City.
8. **Place of Performance.** All obligations to each party of this Agreement shall be performable in Collin County, Texas. Venue, in the event of a suit, is in Collin County, Texas.

9. Full Intentions of Parties. This Agreement represents the full intentions of the parties and shall be interpreted according to the laws of the State of Texas.
10. 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.

CITY OF FRISCO, TEXAS:

By: Henry Hill

Signature: _____ Date: _____

Its: Deputy City Manager, City of Frisco
6101 Frisco Square Blvd.
Frisco, Texas 75034

INDEPENDENT CONTRACTOR:

By: _____

Signature: _____ Date: _____

Title: _____

Address: _____

Home Phone: _____

Business Phone: _____

Social Security Number or Texas Tax I.D. #: _____

E-mail address: _____

Instructor Contract – Revised,

Sample of Certificate of Liability Insurance:

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/21/2007
PRODUCER City of Frisco 6101 Frisco Square Blvd., Frisco, TX 75034	Insurance Company Name & Address 972-282-5544 Phone & Fax #'s	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Choices QuickForms Street Address1 Street Address2 City	Vendor Name & Address SI Zip	INSURERS AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR. INSDM	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

SAMPLE FOR THE CITY OF FRISCO

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Frisco, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.

Provide a waiver of subrogation against the City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of insurance

CERTIFICATE HOLDER

The City of Frisco
6101 Frisco Square Blvd.
Frisco, TX 75034

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

X