

SPECIAL INSTRUCTOR AGREEMENT

This Agreement is hereby made and entered into by and between the City of Denton, Texas, a home-rule municipal corporation, hereinafter referred to as "City", and _____ (Instructor Name) (hereinafter referred to as "Instructor"), to provide recreational classes and activities (hereinafter referred to as the "program" or "programs") for the City of Denton Parks and Recreation Department (the "Department").

The Instructor and City hereby agree to the following terms and conditions for any programs conducted by Instructor:

1. Term of Agreement: The term of this Agreement shall commence on the "Effective Date" (as hereinafter defined) and shall end on September 30, 20__.
2. Programs. Subject to final City approval and the terms and conditions of this Agreement, Instructor shall provide the programs as detailed in **Exhibit A**, attached hereto and made a part of this agreement.
3. Compensation. Instructor shall not accept compensation from any source except the Parks and Recreation Department for conducting the agreed-upon programs.
4. Registration. Registration for all programs including the collection of fees shall be conducted by the Parks and Recreation Staff. Upon authorization and request by the Department, the Instructor may be asked to assist if necessary. All program participants must be registered and have a current membership before participating in any programs.
5. Schedule. Days, hours, locations and fees for the programs will be mutually agreed upon by the Parks and Recreation Department and the Instructor. Instructor will not deviate from established criteria unless otherwise directed by Department staff.
6. Participant Minimum. To ensure the sustainability of programs, minimum participation numbers will be established for each activity. Minimum participant numbers must be met for each of the programs to be held. Minimum numbers are established based on program cost, Instructor compensation rate, and program fees.
7. Marketing. The Instructor is responsible for assisting in the marketing efforts of the programs by helping with the distribution of flyers and other marketing materials including social media posts and campaigns.
8. Equipment and Facilities. The Instructor shall assume responsibility for proper use and care of Parks and Recreation equipment, the facilities and/or the grounds to which assigned. Broken, damaged, or unsafe equipment should be immediately reported to department staff and not used until repaired to a safe working condition.
9. Reporting Incidents. All accidents, injuries, or incidents must be immediately reported to a Parks and Recreation Staff member so that proper action may be taken.

10. Attendance Records. Instructors are required to keep attendance records for each program and ensure all participants check in with recreation staff prior to each program session. Instructor shall submit attendance reports to the Parks and Recreation Department at the end of each program period or as requested.
11. Absences or Tardiness. The Instructor shall notify the Parks and Recreation Department in advance if he/she will be late for any program or he/she will be unable to attend. If unable to attend, the Instructor is responsible for contacting all participants. If the Instructor misses a program, they will be required to schedule a make-up program at a mutually agreed upon time between the Recreation supervisor and the Instructor.
12. Compliance with Laws and Policies. Instructor shall, at all times, abide by all City and Parks and Recreation Department policies and procedures, and applicable laws, and shall be responsible for monitoring participants to ensure compliance with all applicable rules and regulations including the PARD Code of Conduct and Antibullying Policy as attached as **Exhibit B**. The Instructor shall recognize that their actions may reflect on the City of Denton and conduct themselves in a positive and professional manner at all times. Instructor acknowledges receipt of and to abide by the Independent Contractor's Guide as attached as **Exhibit C** and incorporated herein by reference.
13. Independent Contractor. In performing services under this Agreement, the relationship between City and Instructor is that of an independent contractor. No term or provision of this Agreement shall be construed as making Instructor the agent, servant or employee of City, or making Instructor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which City provides its employees.
14. Background Check. The City has a desire to protect the safety and welfare of its citizens during their participation in City-sponsored events and activities. To ensure a safe environment, Instructors are required to consent to a criminal background investigation prior to their participation as an Instructor.
15. GROUNDS FOR DISQUALIFICATION.
The City reserves its rights to disqualify any person from being an Instructor or terminate any person's current participation as an Instructor for good cause as determined by the City and Director of Parks and Recreation.

Cause shall also include, but is not limited to: Instructor's arrest or conviction of any criminal offense, being charged with any felony or Class A or Class B misdemeanor, or with any level of crime of moral turpitude or involving family violence, failure or refusal to comply with the written policies of the City, or misconduct.

If an Instructor is determined eligible for affiliation and is later arrested or convicted of any of the listed above, they are required to notify the City immediately and they will be removed immediately as an Instructor until the case has been fully adjudicated. Failure to notify the City of any arrests or convictions from the list above will result in the immediate termination of the Agreement and make the Instructor ineligible to enter into a new Special Instructor Agreement for a minimum of twelve (12) months beginning on the date the failure to notify was discovered or the case has been finally adjudicated, whichever is the later.

16. Additional instructors: Should an Instructor require additional instructors to assist them with their programs, those additional Instructors must complete the above criminal background check as well.

It shall be the responsibility of the primary Instructor to pay additional instructors. Instructor shall ensure additional instructors fully comply with this Agreement. Instructor hereby agrees to be liable for the acts and omissions of such additional instructors.

17. INDEMNIFICATION:

INSTRUCTOR AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY INSTRUCTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF INSTRUCTOR, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES OR CONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH THE INSTRUCTOR AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

18. Jurisdiction and Venue. This Agreement shall be governed by, construed, and enforced in accordance with, and subject to the laws of the State of Texas, without regard to the conflict of laws principles of any jurisdiction. In the event there is any dispute arising out of the terms and conditions of, or in connection with, this Agreement, the party seeking relief shall submit such dispute to the appropriate court in Denton County, or if federal diversity or subject matter jurisdiction exists, to the United States District Court for the Northern District of Texas.

19. Modification. No waiver or modification of this Agreement, or of any covenant, condition, or limitation shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed.

20. Governmental Immunity. This Agreement is expressly made subject to City's governmental immunity, including but not limited to the Texas Civil Remedies Code and all applicable state and federal law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the City has by operation of law. Nothing herein is intended to benefit any third-party beneficiaries to this Agreement.

21. Severability. In the event any provision or item of this Agreement is held invalid or unenforceable by any court, such invalidity shall not affect other provisions or items of the Agreement which can

be given effect without the invalid provisions or items, and to this end, the provisions of this Agreement are hereby declared severable.

- 22. Termination. The City reserves the right to immediately terminate this Agreement at any time and for any reason, including but not limited to Instructor's failure to strictly comply with any term or condition of this Agreement.
- 23. Effective Date. The City of Denton and Instructor agree that this Agreement shall become effective upon the signature of both parties on the later of the dates set forth below (the "Effective Date") and shall be binding on both parties, their successors and assignors.
- 24. Authority to Enter into Agreement. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first written above.

USER

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

Date: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

BY: _____
AUTHORIZED SIGNATURE

Printed Name: _____

Title: _____

Date: _____

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

PHONE NUMBER

EMAIL ADDRESS

SIGNATURE

PRINTED NAME

TITLE

DEPARTMENT

EXHIBIT A: PROPOSED PROGRAMS

EXHIBIT B: PARD CODE OF CONDUCT AND ANTIBULLYING POLICY

EXHIBIT C: INDEPENDENT CONTRACTOR GUIDE

EXHIBIT A – PROPOSED PROGRAMS

If approved by the City and all terms and conditions of this Agreement are met, Instructor will provide the following program(s):

Activity Name (as it should appear in printed materials): _____

Location/Facility: _____

Session Days/Times: _____

Activity Fee Per Participant: _____ Minimum # of Participants _____

Instructors rate of compensation for the class shall be:

- a. _____ per hour, or;
- b. _____ % of the class fee collected

Activity Name (as it should appear in printed materials): _____

Location/Facility: _____

Session Days/Times: _____

Activity Fee Per Participant: _____ Minimum # of Participants _____

Instructors rate of compensation for the class shall be:

- a. _____ per hour, or;
- b. _____ % of the class fee collected

Activity Name (as it should appear in printed materials): _____

Location/Facility: _____

Session Days/Times: _____

Activity Fee Per Participant: _____ Minimum # of Participants _____

Instructors rate of compensation for the class shall be:

- a. _____ per hour, or;
- b. _____ % of the class fee collected