

### **City of Gibraltar Recreation Department Special Interest Class Instructor Application**

Thank you for your interest in becoming an independent Contract Instructor with the City of Gibraltar. The City of Gibraltar is excited about the possibility of working together to reach our common goals and serve our community.

The City of Gibraltar Recreation Department utilizes independent Contract Instructors to provide recreational services to our community. Programs may be designed for preschoolers, schoolers, school age children, teens, adults, families and seniors.

#### **Proposal Submittal:**

Prospective Instructors who wish to teach for the Community Recreation Department must complete the Instructor Proposal Form. Returning Contract Instructors will not automatically be enrolled for the following instructional quarter until a returning proposal form is submitted to the Community Recreation Department.

#### **Instructor Requirements:**

- All instructors are required to pass a mandatory background screening before offering a class or activity. By act of submitting this application instructor consents to a background check, and any information provided by the individual or collected during the background check will be kept strictly confidential.
- Any assistants or volunteers working on behalf of the instructor must also pass a mandatory background screening. The City shall conduct the background screening for the instructor; the instructor shall be responsible to conduct background screenings for all of their employees, volunteers, or assistants. By act of completing this application, the instructor certifies he/she has performed background checks for any and all assistants, employees and/or volunteers and certifies the passage of the aforementioned individuals of this background check.
- The City of Gibraltar does not withhold state or federal income tax, but will report the Contractor's income via Form 1099. Instructors will receive a W-9 form to complete.
- The City of Gibraltar recognizes that there may be little risk involved in program activities, but the Contract Instructor is still required to obtain liability coverage. If the Contract Instructor does not currently hold a liability policy, insurance can be purchased from the City's insurance provider. Coverage rates are based upon the Contract Instructor's fee for teaching the course. Before teaching, Contract Instructors must submit a copy of their insurance certificate to the Gibraltar Community Recreation Department or make arrangements to purchase the insurance coverage from the City. In addition, the Contract Instructor is required to have all participants in their program sign a city approved hold harmless agreement absolving the City of Gibraltar of any and all liability associated with participation in the instructor provided program. If the Contract Instructor employees assistants, proof of workers compensation insurance is necessary. If the Contract Instructor does not have assistants he/she is required to fill out a sole proprietor form showing they are the owner of the business and are not required to carry workers compensation insurance coverage.
- Contract Instructors will be compensated to instruct the class based upon a negotiated rate between the City and the Instructor. Compensation by the City to the Instructor will be paid via

the following schedule: 50% at the halfway point of the course and 50% at the conclusion of the course.

- Material Fees- Student material fees will be determined by the Contract Instructor. Instructors may also opt to supply classroom materials, direct students to the appropriate source, or build the cost of supplies into the class fee.

Available Facilities (Capacity)

City Hall- Basement- Capacity: TBD

City Hall- 2<sup>nd</sup> Floor- Capacity: 60 Persons with Tables and Chairs/ 100 Persons with Chairs only- w/ museum exit made available

Community Center: -

Small Room: 50 People

Small Conference Room: 25 People

Large Room: 150 People

Entire Building: 180 People

Formatted: Centered

### HOLD HARMLESS AGREEMENT

In consideration of the City of Gibraltar's approval of a request by \_\_\_\_\_, to provide recreational services at facilities owned by the City of Gibraltar \_\_\_\_\_ agrees to assume all risk and liability relating to providing these recreational services or participating in the above stated services and agree to hold harmless and indemnify the City of Gibraltar from all liability or responsibility whatsoever for any injury (including death) to persons, and for any damage to any property of the City of Gibraltar.

The undersigned does hereby remise, release and forever discharge the City of Gibraltar, its officers, agents, volunteers, and employees from any and all claims, demands, actions, causes of action, damages, and liabilities resulting or arising out of, either directly or indirectly, from the use of the facility and class instructors providing of the above stated services.

Agreed to: \_\_\_\_\_, 2013

Signed: \_\_\_\_\_  
Participant/Class Instructor

Accepted: \_\_\_\_\_  
Recreation Director

City of Gibraltar  
Contract Instructor Proposal Form

Instructor's Name \_\_\_\_\_

Business/Organization \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email Address \_\_\_\_\_ Website Address \_\_\_\_\_

Class Length \_\_\_\_\_

Course Title \_\_\_\_\_

Course Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If you need additional space, please attach additional sheets)

Participant Age Range \_\_\_\_\_

Class Day(s) (Circle One/More):

Monday      Tuesday      Wednesday      Thursday      Friday      Sat.      Sun.

Proposed Facility Usage: \_\_\_\_\_

Instructor Qualifications (Please List): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Course Assistant(s):

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Name

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Address

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Drivers License #

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(Course Instructor Printed Name)

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(Course Instructor Signature)

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(Date)

## Course Policies

### Registration:

All registration takes place through the Community Recreation Department. Contract Instructors should never collect registration money, registration forms, or lab/material fees, unless approved by the Recreation Director. All fees are to be paid at City Hall. Class registration fees are to be paid in advance of the program commencing.

### Promotion of Program:

The Contract Instructor is responsible for all program promotion. The City through its Recreation Department may promote programs but is not required or obligated to.

### Class Cancellations:

Instructors are responsible for contacting program participants if there are class cancellations. During negotiations for instructor fees a minimum class enrollment number will be established. If prior to the course commencing the enrollment number does not achieve the established amount the class will be cancelled and those enrolled shall be reimbursed for fees paid. If a class is cancelled because of the inability of an instructor to conduct the class, refunds will not be issued, a "make-up date" will be scheduled to replace the class cancelled.

### Professional Conduct:

The City of Gibraltar does not condone inappropriate or offensive behavior by or towards Contract Instructors, participants, and City Staff. If a Contract Instructor, participant, or guest engages in an inappropriate or unsafe manner, he or she will be asked to leave the premises. Possession or use of drugs or alcohol while conducting or participating in a class is strictly prohibited.

### Closing of Facilities:

When leaving a City facility, the Contract Instructor must ensure that the facility is secure. If there is no City or School personnel present at the conclusion of a class or activity, please make certain the lights are off and doors are locked when exiting the facility.

### Releasing of Minors:

At the end of the activity time, the Contract Instructor must not release children to anyone other than the authorized parent, guardian, or to an individual authorized by the parent. Never release a child to

someone who is unknown to the child or to whom the child expresses fear or uncertainty. The Contract Instructor must stay until all participants have left the facility.

Safety of Participants:

The Contract Instructor's primary responsibility is to ensure the safety of participants. If any aspect of the area appears unsafe, it is your're responsible to notify Staff and to take actions that will ensure participant safety.

First Aid Provision:

It is the Contract Instructor's responsibility to know where the first aid kit is located for all facilities in which they provide services. For minor first aid (Band-Aids, etc.) the first aid kit will suffice. For serious accidents, DO NOT MOVE the injured participant, and call 9-1-1. If a child is involved, notify the parent/guardian immediately.

Discrimination and Harassment:

The City of Gibraltar has a strong policy against any form or type of discrimination and harassment by, among, or to its representatives. Discrimination and harassment can be defined as any behavior that is disrespectful and causes discomfort to another person, be it physical, verbal, visual, or sexual. Contract Instructors are responsible for their own actions/conduct, and must never engage in discrimination and harassment.

Agreement Approval:

Upon receiving the proposal form, the Recreation Director will evaluate the content to determine if it reflects the Department's vision and goals. Together, Staff will work with the Contract Instructor to determine the specific design of a course/activity.

The Recreation Director will then contact he applicant and enter into verbal agreement. A written contract is then produced listing the specific course, dates, times, and fees along with a mutually agreed upon percentage. The applicant must receive and accept these course policies prior to any written contract being entered into by the City.

By signing this document the applicant/course director confirms that he/she has reviewed, understands, and accepts these course policies:

\_\_\_\_\_  
(Course Instructor Printed Name)

\_\_\_\_\_  
(Course Instructor Signature)

\_\_\_\_\_  
(Date)