



REQ: _____

YEAR: _____

BPO: _____

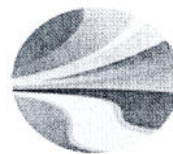
FACILITIES: _____

Checklist for Contract Instructor's Agreement
Clearwater Parks and Recreation Department

Instructor's name _____

- ☐ Contract Instructor's Agreement, pages 1 - 4
 - ☐ Make sure page 4 is signed where it says contractor/instructor, P & R Supervisor signs where it says "as to contractor/instructor", underneath the witnesses side.
 - ☐ All agreements end on September 30. If an agreement is signed for a new instructor after July 1st, the ending date may be extended to the following September.
 - ☐ Fill out completely and sign. Form A (page 5) is required for each separate program title. A background check (page 7) must be filled out on each instructor and assistant working with participants.
- ☐ Affidavit of Good Moral Character for primary instructor and additional instructors working with participants.
- ☐ Instructor has received a copy of the Contract Instructor's Manual; including the sign off sheet; signed by the instructor stating he/she received a copy of the Contract Instructor's Manual.
- ☐ Copies of certifications – CPR, WSI, First Aid, certification in their specific field
- ☐ **Copy of current instructor's Healthways/SilverSneakers certification/requirements – IF APPLICABLE.**
- ☐ **Copies of Healthways/Silver Sneakers required documents (pages 18 – 19) as defined in the Healthways Instructor Requirements Checklist (Re: current certifications, professional credentials, online trainings, Instructor Resource Center registration).**
- ☐ Background check for each individual instructor working with participants
- ☐ Copy of Business Tax Receipt or Business Registration as determined by the City of Clearwater Planning Department
- ☐ W9 Form

Your Social Security Number is requested for the purpose of payment for services rendered, in accordance with IRS statutes and applicant background checks, in accordance with City policy and will be used solely for this purpose.



CLEARWATER
BRIGHT AND BEAUTIFUL · BAY TO BEACH

Parks and Recreation Department

CONTRACT INSTRUCTOR'S AGREEMENT

This AGREEMENT, made and entered into this _____ day of _____ A.D. 20____, by and between the CITY OF CLEARWATER, FLORIDA, a municipal corporation, hereinafter referred to as "Clearwater", and the Contract Instructor _____, hereinafter referred to as "Contractor".

WITNESSETH

1. Clearwater is making this Agreement specifically with Contractor and it is intended to be a personal service agreement.

2. Contractor agrees to provide the following professional services to Clearwater:

At the following location(s):

3. This Agreement shall be effective from the date hereof and through the 30th day of September, A.D. 20 _____ unless previously terminated by either party upon 14 days written notice. In addition, Clearwater reserves the right to cancel this Agreement without cause and upon payment in full for services rendered pursuant hereto to the date of such cancellation.

4. Contractor certifies that he/she is competent to perform the services herein described and that there are no moral, legal, or ethical reasons why he/she cannot accept and perform in accord with the terms and conditions of this personal service agreement. Contractor further agrees that he/she will comply with all applicable City of Clearwater Ordinances.

5. Contractor further agrees that he/she is an independent Contractor with the City of Clearwater and is not an employee of the City of Clearwater or its Parks and Recreation Department and that as such the Contractor is not entitled to participate in or receive any insurance, sick leave, vacation leave, pension or other benefits or protection made available to regular City of Clearwater employees. Further, Contractor certifies that he/she will represent himself/herself as being self-employed, and as being responsible for all business and personal tax liabilities and unemployment compensation insurance and Workers' Compensation insurance. Thus, no federal tax withholding or social security withholding or contributions will be made by the City relative to payments for work performed by this independent Contractor.

6. Contractor agrees to the following:
 - a) The City does not have the right to control or direct the work both as to the end to be attained and the means for doing it.
 - b) The Contractor is subject to the risks that characterize entrepreneurship (i.e., stands a chance of suffering a loss as well as making a gain).
 - c) The Contractor maintains business books and records.
 - d) The Contractor represents himself/herself as being self-employed.
 - e) The Contractor shall receive contingent fees as specified in paragraph eight (8) of this Agreement.
7. The Contractor agrees that all services rendered by him/her pursuant hereto shall be performed to the best interest of the City of Clearwater and its Parks and Recreation Department.
8. It is further understood and agreed that certain fees will accrue to the City of Clearwater by reason of the services rendered by Contractor as instructor pursuant hereto. The Contractor and the Parks and Recreation Department staff will negotiate an advertised fee per class. Such fees shall be collected by and under the direction of the staff of the Parks and Recreation Department of Clearwater, and such fees will be deposited in the general fund of Clearwater. During the term of this contract, the Contractor at the discretion of the City will receive either a percentage of the advertised with card fee as listed on Form "A" or a fixed per person per class fee as determined by Parks and Recreation Department on Form "A", contingent upon collection and payment thereof into the general fund of Clearwater. No Contractor shall be paid in advance or for classes not taught.
9. Each party hereto acknowledges that this Agreement contains all of the terms and provisions of the contractual relationship between the parties hereto and merges and terminates all prior or verbal negotiations with regard hereto. This Agreement may not be assigned by either party hereto without the prior written approval of the other party, and may only be amended by written agreement of the parties.
10. In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 727-562-4092, Rosemarie.Call@myclearwater.com, 112 S. Osceola Ave., Clearwater, FL 33756.

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Clearwater (hereinafter “public agency”) to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) Upon completion of the contract , transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e) A request to inspect or copy public records relating to a public agency’s contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency’s request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

- h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- j) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Witnesses:

CITY OF CLEARWATER, FLORIDA

as to City Manager or Designee

By: _____
City Manager or Designee

as to Contractor/Instructor

Contractor/Instructor



CONTRACT INSTRUCTOR PROGRAM DESCRIPTION (FORM A)

Please fill out one form per class/location

Program Title: _____

Recreation Facility: _____

Days requested: _____ Times requested: _____

Program start date: _____ Target age group: _____

Class minimum: _____ Class maximum: _____

If sessions, length of sessions: _____ Amount of set up time required: _____

Program set up would include (room, space needed, equipment, number of tables, chairs, etc.): _____

Equipment and supplies provided by the instructor: _____

Equipment and supplies provided by students: _____

Please attach a brief description of the program or a course outline.

NEGOTIATED CLASS FEES AND PAYMENT METHOD:

This section will be filled out during a meeting between instructor and the Parks and Recreation staff. (Only one method of payment will be used) We recommend that class fees be rounded in order to avoid the collection of change.

A. \$ _____ Advertised class fee for card holders. _____ % of Advertised class fee to be paid to instructor (Base Fee)

B. \$ _____ Per person/per class fee to be paid to instructor (Base Fee)

\$ _____ Advertised class fee for non card holders.*

*The Parks and Recreation Department will charge a slightly higher fee to participants without a Recreation Card. The instructor does not receive any portion of the additional fee.

Fees for class will be collected per: ☐ Class ☐ Month ☐ Session

Contractor/Instructor's Signature: _____ Date: _____



CLEARWATER
BRIGHT AND BEAUTIFUL • BAY TO BEACH

Parks and Recreation Department

CONTRACT INSTRUCTOR QUALIFICATIONS (FORM B)

Instructor's Name: _____

Company Name: _____

Home phone: _____ Emergency phone: _____

Email: _____ Fax: _____

Address: _____

(Street)

(City)

(State & Zip)

Social Security #: _____ or Federal ID #: _____

Professional background and experience (may attach resume): _____

Instructor Certifications (I.E. CPR, First Aid, Professional certifications, e t c.): _____

(Please attach copies of all certifications)

List Instructors you employ, sub-contract, or work with which will be teaching classes or substituting in your absence (please provide copies of certifications and a completed copy of the City of Clearwater Parks and Recreation Dept. background check on each Instructor and Affidavit of Good Moral Character):

Name: _____ Phone: _____

Address: _____

Name: _____ Phone: _____

Address: _____

Please list two professional references from where you have previously instructed:

(Name) (Business Name) (Phone)

(Name) (Business Name) (Phone)

Contractor/Instructor's Signature: _____ Date: _____

**CITY OF CLEARWATER/PARKS AND RECREATION DEPARTMENT
REQUESTS A LOCAL LAW ENFORCEMENT CHECK
FOR EMPLOYMENT/VOLUNTEERS/CONTRACTORS**



To: CPD /PCSO Recreation Center: _____

Pursuant to Section 409.175 and Chapter 435, Florida Statutes, the City of Clearwater Parks & Recreation Department requests a local records check on the applicant listed below:

Last Name First Name Middle Name
Other names applicant has used (include maiden names/nicknames):

Drivers License or ID # _____ State _____ Expiration _____

/ / - -
Date of Birth Social Security Number Sex

Race (Circle One)
White Black
Hispanic Asian
American-Indian
Unknown Other

I understand this is a request for my arrest history, and give my permission for it to be released to Clearwater Parks & Recreation Dept. for employment/volunteer or contractual purposes.

Signature of Applicant Date

Parent/Guardian (if minor) Date

Please document the findings on this sheet and return the information to:

City of Clearwater
Parks & Recreation Department
c/o Melissa Jackson
P. O. Box 4748
Clearwater, FL 33758-4748

Appointing Authority
City of Clearwater _____

To: Local Law Enforcement Agencies:

Please forward the results to Melissa Jackson in Parks & Recreation:

- Clearwater Police Department via inter-office mail, including fingerprint card and photo ID for employees.
- Pinellas County Sheriff's Office using the self addressed stamped envelope supplied.

If there are any questions, please contact Melissa Jackson, (727) 562-4617. **Thank You.**

Job Title: _____ Start Date: _____

According to Chapter 435.09, Confidentiality of personnel background check information, " No criminal, juvenile, or abuse hotline information obtained under this section may be used for any purpose other than determining whether persons meet the minimum standards for employment or other services for an owner or director of a covered service provider. The criminal records and juvenile records obtained by the department or by an employer are exempt from 119.07(1), Public Records."

S:\Parks\Forms 1800-0316c Local Law Check Revised 02/05/16. Upon completion, original to be retained as an official record by Human Resources in the personnel file of the employee. Volunteers/Contractors will be retained in their personnel files in Parks and Rec. Administration. According to the State of Florida and the City of Clearwater Records Management Program.



AFFIDAVIT OF GOOD MORAL CHARACTER

State of Florida

County of _____

Before me this day personally appeared _____ who, being duly
(Applicant's/Employee's Name)
sworn, deposes and says:

As an applicant for employment with, an employee of, a volunteer for, or an applicant to volunteer with _____, I affirm and attest under penalty of perjury that I meet the moral character requirements for employment, as required by the Florida Statutes and rules, in that:

I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

	<u>Relating to:</u>
Section 393.135	sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
Section 394.4593	sexual misconduct with certain mental health patients and reporting of such sexual misconduct
Section 415.111	adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
Section 741.28	criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
Section 777.04	attempts, solicitation, and conspiracy to commit an offense listed in this subsection
Section 782.04	murder
Section 782.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
Section 782.071	vehicular homicide
Section 782.09	killing an unborn child by injury to the mother
Chapter 784	assault, battery, and culpable negligence, if the offense was a felony
Section 784.011	assault, if the victim of offense was a minor
Section 784.03	battery, if the victim of offense was a minor
Section 787.01	kidnapping
Section 787.02	false imprisonment
Section 787.025	luring or enticing a child
Section 787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
Section 787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
Section 790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
Section 790.115(2)(b)	possessing an electric weapon or device, destructive device, or other weapon on school property
Section 794.011	sexual battery
Former Section 794.041	prohibited acts of persons in familial or custodial authority
Section 794.05	unlawful sexual activity with certain minors
Chapter 796	prostitution
Section 798.02	lewd and lascivious behavior
Chapter 800	lewdness and indecent exposure
Section 806.01	arson
Section 810.02	burglary
Section 810.14	voyeurism, if the offense is a felony
Section 810.145	video voyeurism, if the offense is a felony
Chapter 812	theft and/or robbery and related crimes, if a felony offense
Section 817.563	fraudulent sale of controlled substances, if the offense was a felony
Section 825.102	abuse, aggravated abuse, or neglect of an elderly person or disabled adult
Section 825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
Section 825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
Section 826.04	incest
Section 827.03	child abuse, aggravated child abuse, or neglect of a child
Section 827.04	contributing to the delinquency or dependency of a child
Former Section 827.05	negligent treatment of children
Section 827.071	sexual performance by a child

CONTINUED ON NEXT PAGE

Section 843.01	resisting arrest with violence
Section 843.025	depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
Section 843.12	aiding in an escape
Section 843.13	aiding in the escape of juvenile inmates in correctional institution
Chapter 847	obscene literature
Section 874.05(1)	encouraging or recruiting another to join a criminal gang
Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
Section 916.1075	sexual misconduct with certain forensic clients and reporting of such sexual conduct
Section 944.35(3)	inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
Section 944.40	escape
Section 944.46	harboring, concealing, or aiding an escaped prisoner
Section 944.47	introduction of contraband into a correctional facility
Section 985.701	sexual misconduct in juvenile justice programs
Section 985.711	contraband introduced into detention facilities

THE FOLLOWING APPLIES ONLY TO THOSE APPLICANTS FOR MENTAL HEALTH POSITIONS

In addition to the Chapter 435, F.S., listed offenses, the following offenses are also applicable for "Mental Health Personnel" screened pursuant to section 394.4572, F.S., defined as "program directors, professional clinicians, staff members, or volunteers working in a public or private mental health program or facility who have direct contact with individuals held for examination or admitted for mental health treatment. The additional offenses apply only to "Mental Health Personnel" as determined pursuant to Section 408.809, F.S. as listed below:

	<u>Relating to:</u>
Chapter 408	felony offenses contained in Chapter 408
Section 408.8065(3)	offers service or skilled service without valid license when licensure is required, or knowingly files a false or misleading license or license renewal application, or submits false or misleading information related to application
Section 409.920	Medicaid provider fraud
Section 409.9201	Medicaid fraud
Section 777.04	attempts, solicitation, and conspiracy to commit an offense listed in this subsection
Section 817.034	fraudulent acts through mail, wire, radio, electromagnetic, photoelectronic, or photooptical systems
Section 817.234	false and fraudulent insurance claims
Section 817.481	obtaining goods by using a 236 false or expired credit card or other credit device, if the offense was a felony
Section 817.50	fraudulently obtaining goods or services from a health care provider
Section 817.505	patient brokering
Section 817.568	criminal use of personal identification information
Section 817.60	obtaining a credit card through fraudulent means
Section 817.61	fraudulent use of credit cards, if the offense was a felony
Section 831.01	forgery
Section 831.02	uttering forged instruments
Section 831.07	forging bank bills, checks, drafts or promissory notes
Section 831.09	uttering forged bank bills, checks, drafts, or promissory notes
Section 831.30	fraud in obtaining medicinal drugs
Section 831.31	the sale, manufacture, delivery, or possession with the intent to sell, manufacture, deliver any counterfeit controlled substance, if the offense was a felony,
Section 895.03	racketeering and collection of unlawful debts
Section 896.101	the Florida Money 263 Laundering Act

I also affirm that I have not been designated as a sexual predator pursuant to s. 775.21, F.S.; a career offender pursuant to s. 775.261, F.S.; or a sexual offender pursuant to s. 943.0435, F.S., unless the requirement to register as a sexual offender has been removed pursuant to s. 943.04354, F.S.

I understand that I must acknowledge the existence of any applicable criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged. Further, I understand that, while employed or volunteering at _____ in any position that requires background screening as a condition of employment, I must immediately notify my supervisor/employer of any arrest and

CONTINUED ON NEXT PAGE

any changes in my criminal record involving any of the above listed provisions of Florida Statutes or similar statutes of another jurisdiction whether a misdemeanor or felony. This notice must be made within one business day of such arrest or charge. Failure to do so could be grounds for termination.

I attest that I have read the above carefully and state that my attestation here is true and correct that **my record does not contain any of the above listed offenses**. I understand, under penalty of perjury, all employees in such positions of trust or responsibility shall attest to meeting the requirements for qualifying for employment and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses. I also understand that it is my responsibility to obtain clarification on anything contained in this affidavit which I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from employment consideration and, if I am hired, may be grounds for termination or denial of an exemption at a later date.

SIGNATURE OF AFFIANT: _____

Sign Above OR Below, DO NOT Sign Both Lines

To the best of my knowledge and belief, my record contains **one or more of the applicable disqualifying acts or offenses listed above**. I have placed a check mark by the offense(s) contained in my record. (If you have previously been granted an exemption for this disqualifying offense, please attach a copy of the letter granting such exemption.) (Please circle the number which corresponds to the offense(s) contained in your record.)

SIGNATURE OF AFFIANT: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Check one)

☐ Affiant personally known to notary

OR

☐ Affiant produced identification

Type of identification produced: _____



Planning and Development Department
 100 S. Myrtle Avenue, Suite 210
 Clearwater, FL 33756
 Telephone: (727) 562-4567
 www.myclearwater.com

APPLICATION FOR BUSINESS TAX RECEIPT

Application Must Be Submitted in Person [Do Not Mail]

Customer Service Hours:
 8:00-4:30 Mon, Tues, Thurs. Fri.
 8:00-2:30 Wed.

BUSINESS INFORMATION

Business Name: _____
 Fictitious Name Cert # _____ (If you are using a business name other than your first / lastname)
 Physical Business Address (not a PO Box): _____ Suite # _____
 City _____ State _____ Zip Code _____
 Business Phone: (____) _____ Business Fax (____) _____

BUSINESS OWNER INFORMATION

Owner / Qualifier Name: _____ Date of Birth: _____
 Owner Home Phone: (____) _____
 Business Mailing Address (if different than above): _____ Suite/APT # _____
 City _____ State _____ Zip Code E- _____
 Mail Address: _____ Date of business opening: _____
 Description of Business: _____ # of employees _____
 Wholesale cost of current inventory for "merchant" category only: \$ _____

Please check/complete all that apply: ☐ Individual ☐ Partnership # _____ ☐ Corporation # _____
☐ over 65 ☐ Non-profit # _____ ☐ Disabled Veteran _____ %

I certify that the information given in this application is complete and accurate, and I understand that to make false or fraudulent statements within this application may result in denial of business tax receipt and possible legal action. If granted a business tax receipt, I agree to operate within the city and state laws, and to notify the City of Clearwater, Development and Neighborhood Services Department, if any of the information I have given changes. I also certify that I am the business owner or owner's legal agent.

Signature & Title _____ Print Name _____ Date _____

FOR CITY USE ONLY:

Department Approval	Date	Staff Initials	Category #	Fee Amount
Zoning				
Traffic Eng				
Building				
Police				
Fire				
DBPR/PCCLB				
Fictitious Name				
OTHER				
			TOTAL →	

BTR- _____

REG- _____



Clearwater Parks & Recreation Department
Policies & Procedures
Contract Instructor's Manual

The Clearwater Parks and Recreation Department has designed this manual to provide guidelines for our outside instructors. It will add uniformity to our programs, and clarify procedures to be followed. Each instructor has contact supervisor(s) at each facility, which are listed below. They handle different aspects of the programs conducted by outside instructors.

Supervisor:_____ Facility:_____ Phone:_____

Supervisor:_____ Facility:_____ Phone:_____

Supervisor:_____ Facility:_____ Phone:_____

1. Absences/Tardiness

Instructors are responsible for notifying the site staff and/or supervisor any time they will be late or absent. Instructors should provide substitutes whenever they are unable to conduct a scheduled class. Anyone substituting should be listed on the contract, and a background check performed on that individual. This will allow us to continue normal programming and minimize confusion. Absences and tardiness will be monitored closely. Failure to notify the City of Clearwater staff, an unreasonable number of absences, and/or excessive tardiness will be recorded, and could result in termination of the Contract Instructor's Agreement. The instructor is also responsible for notifying class members of the cancellation.

2. Accidents

Any injury to an instructor or participant should immediately be reported to a recreation staff member. After administering first aid, the staff member will fill out an accident report with assistance from the instructor, and make the site supervisor aware of the accident as soon as possible.

3. Address or Name Changes

Notification of any business name or address changes should be reported to the facility supervisor as soon as possible. This is very important, considering your check and end of the year tax information will be mailed to the address we have on file. Do this by calling the supervisor, or notifying him/her in writing.

4. Class Fees

Amounts charged for classes will be determined and stated on Form A of the contract. Fees should be set by the instructor, and agreed upon by the Clearwater Parks and Recreation Department. Instructors will be paid 100% of the base fee. The City keeps the difference between the base fee and the advertised fee. Requests to change class fees should be directed to the facility supervisor.

5. Class Fee Payments/Registration

It is the ultimate responsibility of the outside instructor to make sure participants have paid for classes; however, all money must be paid directly to City staff. It is a breach of the Contract Instructor's Agreement to take money personally for services rendered. City staff will assist by providing information as to who has paid.

Classes with daily fees - Instructors will be asked to sign an activity roster for verification of the number of participants in daily fee classes. This is the official document, and will be used for any audits conducted. A copy of the report may be provided to the instructor for record keeping purposes. Just ask the recreation staff to run off a duplicate report. Please use this report, or any system you desire, to keep track of class numbers and make sure they match the end of the month report. If you have a registration sheet or waiver that you ask your students to sign, it can be placed at the desk and signed at the time their payment is made.

Monthly/Session Class Fees - Fees for classes are payable on the date of the first class attended in the session or month. The instructor should sign the registration form at the bottom, only after everyone has registered. At that point, no other participants may join the class. Instructors may wish to wait until a few classes have passed, to make sure everyone has registered, and no refunds are requested. So, if your class is one where you allow students to start the last week of the month and pro-rate the session, you will wish to wait until the end of the month to sign the form. If you do not allow anyone to join your class near the end of the session, you may sign your sheet at any time, thus declaring the class closed. After signing, the instructor receives a copy for his/her records, and then the other copy is forwarded to our accounting personnel. All instructors must comply with established City registration procedures. Combining classes or adding students to classes without notifying City staff is not permitted.

6. Class Schedules

Supervisors set up class schedules with the instructor at the time when the original agreement is signed. Following that time, schedule changes, additions, or deletions should be cleared with the supervisor. Occasionally, class times may need to be temporarily changed due to conflicting City programs, but each center will provide as much notice as possible to instructors in that instance. Please check with each facility regarding whether or not classes are held on specific holidays.

7. Equipment

It is understood that the City does not provide the supplies and equipment needed for classes. However, if authorized by the supervisor, instructors may borrow City equipment stored at the class site. Instructors are then responsible for returning it to its proper place after use, and reporting any equipment in need of repair to the recreation staff. If equipment is made available, it will not be for a specific class exclusively, and may be shared with other instructors as needed.

When space is available, instructors may store equipment at the class site. However, the City cannot be responsible for lost or stolen items.

8. Holidays

City facilities are closed during various holidays through out the year. Each facility is different as to whether or not it is possible for them to open for classes on those dates. Requests to hold classes on holidays will be reviewed on a case-to-case basis, and should be discussed with the facility supervisor.

9. Incidents

Any incident occurring on City property should be reported immediately to the recreation staff, and a report filed. Incidents are fights, illegal activities, disruptive behavior, property damage, etc.

10. Instructor's Family

Instructor's children may register and participate in the class if they are the correct age to do so. If not, it is the instructor's responsibility to provide his or her own childcare. Recreation staff cannot be responsible for supervising instructor's children unless they are enrolled in a paid class or activity.

11. Instructor's Payments

Your check and spreadsheet will be mailed to you within 10 – 20 working days following the time you sign your monthly sheet, or for daily classes, the end of the month. If you do not receive your payment within that time frame, or there is a discrepancy, please notify your supervisor. We ask that you not contact the City Finance Department, because this will only slow down the process. Instructors are paid the base fee per participant, which is specified on Form A of this agreement. Additional fees added on to the base fee are charged to RecreationCard holders and non-card holders are retained by the city. Any instructors paid over \$600 per year will receive a 1099 tax statement from the City. A copy is also sent directly to the IRS. No changes will be made once these forms are issued, so please make sure the information is correct each month.

12. Insurance

All outside instructors are encouraged to carry their own liability insurance. The City of Clearwater is self-insured, and does not cover the instructor. If you do have insurance, please furnish us with a copy for your file.

13. Business Tax Receipt

The City of Clearwater Code of Ordinance Section 29.30 requires either a Business Tax Receipt or a Business Registration to operate in the City. To determine the appropriate document visit the City of Clearwater Planning Department. A copy of the appropriate document must be attached prior to approval of the contract.

14. Contract Instructor's Agreement

The Clearwater Parks and Recreation Department and each instructor or company enters into an agreement designating the instructor and/or instructor's company as an independent contractor. The agreement includes the definition of services to be rendered. Instructor's qualifications, class content and size, fees charged, occupational licenses, and background checks are all a part of the attachment to the agreement. A background check must be completed on each instructor before classes begin. Please fill these forms out completely and accurately. All agreements are subject to renegotiation each year, and coincide with our fiscal year, which is October 1st through September 30th. We ask that you notify the City of Clearwater in writing if you do not wish to continue your contract until it's specified ending date.

NEW AGREEMENTS MUST BE RETURNED AT LEAST 3 WEEKS BEFORE CLASSES ARE HELD.

15. Recreation Cards

To receive a discounted class fee, recreation cards are available for purchase at various City of Clearwater recreation centers. Those without a card will pay an additional fee for programs. If a customer receives a discount, or pays an additional fee for a class, the instructor's payment will not be affected.

16. Professional Certifications

Professional certifications in your field are strongly suggested, and in some situations, required. CPR and/or first aid certifications are encouraged for all, and necessary for most aquatic instructors.

Aquatic Instructors: WSI is required for all learn to swim instructors. Instructors must adhere to all procedures, methods, and course outlines established by the Red Cross. Classes may be audited/evaluated by Red Cross personnel.

Healthways SilverSneakers Instructor Requirements:

SilverSneakers Instructors (both contracted and substitute instructors) must meet all certifications and training requirements as defined by Healthways prior to teaching a SilverSneakers Signature class at a City of Clearwater facility.

All Silver Sneakers instructors must possess, maintain and provide documents of the following credentials:

- 18+ years old
- Current CPR certification
- One of the following professional credentials:
 - ☐ Two or four year degree in health, exercise science, recreation or physical activity-related field
 - ☐ Current professional health or fitness license
 - ☐ Nationally recognized fitness instructor/trainer certification
- Completion of training workshop specific to the class format being offered (must renew every 4 years).
 - ☐ Each workshop consists of online self-directed courses and an in-person classroom component
- Completion of online Healthways trainings
 - ☐ SilverSneakers Core Knowledge
 - ☐ SilverSneakers Basics
 - ☐ Fraud, Waste and Abuse

SilverSneakers Instructors must register with the Healthways online Instructor Resource Center. SilverSneakers Instructors must adhere to all procedures, methods, and course outlines established by Healthways. Instructors will be evaluated by Healthways personnel and the subsequent instructor evaluation will be provided to the City.

17. Professional Image

Instructors must project a positive image for the Clearwater Parks and Recreation Department. Therefore, they should conduct themselves in a professional manner and dress appropriately for the activity. Any instructors making derogatory remarks regarding the City, staff, facilities, or other instructors may be asked to terminate their Contract Instructor's Agreement. Instructors will also work in a cooperative manner with the staff, and understand that the facility supervisor will track any customer complaints.

Instructors should arrive a few minutes early, allowing time to put out necessary equipment, and greet students as they arrive. Classes should start and end on time, and be conducted according to the schedule established by the City of Clearwater.

At the first class meeting, the following information should be given to participants if applicable:

- General regulations of the building where the class is taught, such as no smoking, etc.
- Type of shoes or clothing required for class
- Equipment or tools participants must furnish
- Equipment the City will furnish
- Time, frequency, and duration of class

An instructor's aim should be:

- To acquaint themselves with each participant and find out what they wish to derive from the class
- To build self confidence in participants and instill a sense of achievement
- To maintain a comfortable friendly atmosphere during class
- To feel you have given new knowledge to each participant at the end of a session

18. Publicity

Instructors may be asked on a volunteer basis to provide demonstrations for events such as grand openings, special activities, departmental shows, etc.

Marketing and promotion is a shared responsibility. The City of Clearwater will promote programs as appropriate through methods such as press releases, the City magazine, website and social media for the newspapers. Promotional items you generate, such as news releases, flyers, and posters should be submitted to your supervisor for approval by the Parks and Recreation Department prior to printing and distribution.

We will do our best to have the correct information published in the citywide My Clearwater magazine. However, our deadline for submitting class information is approximately four months prior to distribution. So, please if at all possible, submit any changes in scheduling or pricing months ahead of when you would like them to take effect.

Copies of anything but flyers must be done at the expense of the instructor.

19. Refunds

Refunds or credit toward another class will be granted to participants who:

- request the refund 10 days before the class begins
- cannot participate because of a documented medical condition
- are dissatisfied with the class

20. Safety

Instructors should familiarize themselves with safety procedures in the facilities where their classes are held. Please pay special attention to fire escape plans, which should be posted in each room. To get EMS on a City telephone, you must dial 9-911. Also, classes should be managed with the utmost concern for safety. For aquatic instructors, students may not enter the water without complete supervision of the instructor.

21. Sales

The Clearwater Parks and Recreation Dept must approve sales of all merchandise.

22. Set up/Break down Classes

Facility staff should be advised as to how the instructor wishes the tables and chairs, etc. to be set up most effectively for classes. Instructors and students are then responsible for clean up of lightweight equipment such as arts and crafts supplies, exercise mats, step benches, and any other equipment used for classes.

23. Special Classes or Events

If any instructors would like to try new classes or special events, please contact the facility supervisor. We welcome new ideas.

24. Trademarks or Copyright Laws

It is the instructor's responsibility to make sure they are not in violation of any copyright or trademark laws when conducting business.

We look forward to working with you!



Clearwater Parks & Recreation Department Contract Instructors:

**Re: City of Clearwater Parks and Recreation Department
Contract Instructors Manual**

As a contract instructor with the City of Clearwater Parks and Recreation Department, I will abide by the rules and regulations governed by the Contract Instructor's Agreement, and the Contract Instructor's Manual.

By signing below, I acknowledge that I have received my copy of the City of Clearwater Parks and Recreation Department's Contract Instructor's Manual. I realize it is my responsibility to review it, and understand its contents. If I have any instructors working with me, I will also review the manual with each of them, making sure they understand its contents as well.

Failure to provide my services in adherence to any of the conditions and/or understandings specified in this manual may result in the termination of my Contract Instructor's Agreement.

Any questions or clarifications should be directed to the supervisor at your facility. Facilities where
program is held: _____

Instructor's Signature

Date

Healthways Instructor Requirements Checklist

Name:

Facility(s):

Intended SS Classes to Teach (includes when instructor will be substituting for other SilverSneakers certified instructors)
(circle from the list below)

Boom, Classic, CardioFit, Circuit,
Splash, Yoga

Healthways Requirements	Required?	Instructor Completed?	Date of Completion	Next Renewal Date	Proof of Item (copy of certificate)	Notes	Complete?
18 years old or older	required						
Current CPR Certification	required						
<u>One</u> of the following professional certifications	required						
1) Two or Four year degree in health, exercise science, recreation or physical activity related field							
2) Current professional health or fitness license							
3) Nationally recognized fitness instructor/trainer certification*							
*Healthways approved certifications include: ACE, AFAA, ACSM, NETA and YMCA (see list on Portal)							
Healthways In-person Training Workshops							
Completion of in-person Healthways training workshop specific to the class they will be teaching (must renew every 4 years)	required						
Boom							
Classic							
CardioFit							
Circuit							

