

City of Ocala Recreation & Parks



*Come Teach
With Us!*



Independent Contract Instructor Manual



WELCOME

The City of Ocala Recreation & Parks Department offers a variety of classes, workshops, seminars and activities. We are highly dependent on area experts who can contribute services and knowledge that we are not typically engaged in. We would like to thank you for your interest in contributing your knowledge and expertise to enrich the lives of others in our community. Your participation and involvement will compliment the diversity of our programming and contribute to the overall success of the programs.

The information in this manual is intended for current Independent Contract Instructors and those who are interested in becoming an Independent Contract Instructor. The manual is a resource of information related to teaching a course or providing services for the City of Ocala Recreation & Parks Department.

Why teach a Course for the City of Ocala?

The City of Ocala Recreation & Parks Department is committed to improving the quality of life by providing recreation and leisure experiences in our community. By bringing forward a variety of services for Ocala's citizens we expand on the experiences available.

What can the Recreation & Parks Department offer you as an Instructor? Here are just a few features that our department can offer you:

- The City has great facilities. We have classroom facilities, gyms, sports complexes and parks available for Leisure Enrichment courses. These facilities are maintained to assure the comfort of contractors and participants.
- The City of Ocala will place your course description in our Activity Guide which is distributed to more than 25,000 customers four (4) times a year.
- We accept cash, checks, Visa and MasterCard for payments. We offer registration through three (3) easy customer friendly ways including: mail, fax or in person.



TABLE OF CONTENTS

WELCOME.....	1
TABLE OF CONTENTS	2
SESSION DATES.....	3
HOW TO BECOME A CONTRACT INSTRUCTOR.....	4
COURSE FEES	5
INSTRUCTOR PAYMENT.....	5
REGISTRATION.....	5
ABSENCES, SUBSTITUTES, REFUNDS & CLASS CANCELLATIONS	6
BRINGING YOUR CHILD TO CLASS.....	6
COURSE SCHEDULING.....	6
HOW TO SUBMIT A COURSE REQUEST FORM.....	7
COURSE TIMES	7
FACILITY USAGE	7
CHECKING YOUR COURSE ENROLLMENT.....	7
PROMOTING YOUR COURSES	8
ACCIDENTS/INCIDENT REPORTS	8
EMERGENCIES	8
AMERICANS WITH DISABILITIES ACT (ADA).....	9
HARASSMENT	9
INSTRUCTOR APPLICATION.....	10-11
COURSE REQUEST FORM.....	12
SAMPLE COURSE ROSTER	13
SAMPLE CONTRACT.....	14-16
PARTICIPANT WAIVER.....	17
GENERAL INCIDENT/INJURY REPORT FORM (NON-EMPLOYEE).....	18-19
CONTRACT INSTRUCTOR INSURANCE FORM.....	20
CONTRACT INSTRUCTOR INVOICE/REQUEST FOR PAYMENT.....	21
COURSE PARTICIPANT EVALUATION.....	22

SESSION DATES

Winter
January 1 – March 31

Spring
April 1 – June 30

Summer
July 1 – September 30

Fall
October 1 – December 31



For more information please call
(352) 368-5517, or questions
can be e-mailed to vlong@ocalafl.org.

CITY OF OCALA

Randy Ewers, Mayor

CITY COUNCIL

Daniel Owen
Kent Guinn
Suzy Heinbockel
John Priestler
Mary S. Rich

Matthew Brower, City Manager

RECREATION COMMISSION

Robert Olson
John Sotomayor
Yvonne Cruz
Andy Lazar
Christina D'Amato Miller
Clark Yandle

Kathy Crile
Director, Recreation & Parks



352-368-5517
<http://RecreationandParks.ocalafl.org>



HOW TO BECOME AN INDEPENDENT CONTRACT INSTRUCTOR

Instructors are hired on a contractual basis. In order to become an Independent Contract Instructor for the City of Ocala, a potential instructor must first do the following:

- Submit an Instructor Application.
- Submit a Course Request Form: If your course is accepted the Course Request Form will be used to book your room/space, provide you with an activity number and possibly place your course information into the Activity Guide.

Once you have submitted your Instructor Application and Course Request Form a representative from the City of Ocala will contact you and serve as your primary point of contact for the processing of your program proposal. This person will review your instructor application and notify you if the City would like to proceed with the program. If the City decides to proceed with the program, the potential instructor will sign a "Recreation Services Contract" to become an "Independent Contract Instructor".

Before the City of Ocala can enter into the Recreation Services Contract the following documents must be obtained from a potential contractor:

- A copy of photo identification (Florida Driver's License or I.D. card).
- Home Occupational License: A City of Ocala Home Occupational License may be required if you live within City limits and you do not already have a Business Occupational License. Please call the City of Ocala Planning and Development Office at (352) 629-8421 to see if you will be required to purchase this license. The City of Ocala Planning and Development office is located on the second floor of the Customer Service (Ocala Utility Services) building at 201 SE 3rd Street. Office hours are Monday – Friday, 8 a.m.–5 p.m.
- Background Checks: Independent Contract Instructors are required to participate in a background check. No Contract Instructor may teach a class until they have been notified by City staff that they have cleared this process.
- Insurance: If insurance is required for your course, the City of Ocala requires all certificates of insurance to be submitted on a standard ACORD form, or on the insurance company's letterhead. The City of Ocala must be listed as the certificate holder as well as an additional insured with respects to General Liability. An endorsement naming the "The City of Ocala, its officials, agents, employees and volunteers" must accompany the certificate of insurance.

COURSE FEES

The Independent Contract Instructor should propose program fees.

All registration fees are collected and deposited by the City of Ocala. Your Recreation Services Contract is designed as a 60/40 split. As an Independent Contract Instructor you will receive 60% of all course revenue and the City will retain 40% of the total monies collected from your course (including registration fees and/or late fees). Any equipment or material fees are to be paid by students directly to the instructor at the first course. It is the responsibility of the Contractor to collect such fees. Variances to the designated 60/40 split must be approved by the Recreation and Parks Director.

INSTRUCTOR PAYMENT

The City's policy provides for payment after receipt of services; therefore, advance payments are not possible. If the duration of a course is three months/12 weeks (or longer), instructors may request two payments: 1.) at the halfway mark and 2.) at the conclusion of the course. For courses less than three months/12 weeks, payment will be made at the conclusion of the course. Approximately two weeks before the conclusion of the last class taught, (or at the halfway mark for those courses eligible for two payments) the payment process will begin with the Contractor completing and submitting a Request For Payment form. The instructor will receive a check for class(es) taught from the City of Ocala approximately 14 days after services have been rendered. Payment will be based on the number of students enrolled at the time the payment process is started.

The City of Ocala will not withhold money for social security or federal income tax. Annual payments to the "Independent Contract Instructor" from the City in excess of \$600 will be reported to the Internal Revenue Service. It is the contractor's responsibility to satisfy any taxes due by the contractor in an appropriate manner.

REGISTRATION

Participants must pre-register for all courses. Registration forms will be prepared by the City of Ocala and will be available online, at our administration office and at any of our recreation facilities. Registrations will be processed on a first-come, first serve basis by the City of Ocala. No registrations may be taken by the contractor. There are three (3) quick and easy ways to register for courses:

1. Mail: Participants may mail completed registration forms with payment to:
Recreation & Parks, Recreation Services
828 NE 8th Avenue
Ocala, FL 34470
2. Fax: Participants may fax completed registration forms to (352) 368-5514 if paying by credit card.
3. In Person: Participants may register in person at any of the locations listed below:

Discovery Center, 701 NE Sanchez Avenue
10 a.m. – 4:30 p.m., Monday through Friday

Lillian Bryant Center, 2200 NW 17th Place
10 a.m. – 4 p.m., Monday through Friday

E.D. Croskey Center, 1510 NW 4th Street
10 a.m. – 4:30 p.m., Monday through Friday

8th Avenue Senior Center, 830 NE 8th Avenue
10 a.m. – 4:30 p.m., Monday through Friday

Ocala Senior Activity Center, 210 NW 12th Avenue
10 a.m. – 4 p.m., Monday through Friday

ABSENCES, SUBSTITUTES, REFUNDS & COURSE CANCELLATIONS

A. Absences: If an instructor is ill or unable to meet with his/her class, the instructor must notify the facility where the course is scheduled. If the course is scheduled in a Park or at an unstaffed facility the instructor must notify the Recreation Supervisor/Coordinator at the number s/he provides. It is the Instructor's responsibility to notify students of a course cancellation of this nature.

B. Substitutes: An instructor may arrange for a substitute provided that substitutes are approved through the City's background check policy. Substitutes, who are not Contract Instructors with the City of Ocala, must submit an Instructor Application, enter into a Recreation Services Contract and successfully complete a background check before instructing.

C. Refunds/Withdrawals: For classes meeting more than one day, students may receive a refund if they withdraw within 72 hours prior to the second class meeting. No refund will be given for one day seminars if cancellation is not received within 72 hours prior to the start date. Instructors will be compensated based on the revenue after final registrations.

D. Course Cancellations: The City of Ocala reserves the right to cancel, combine or divide courses; to change the time, date or place of courses; to change the instructor; and to make other changes which become necessary to ensure a quality experience for the participants. If the Recreation & Parks Department cancels your course, the Department will notify students and issue any necessary refunds.

BRINGING YOUR CHILD TO CLASS

The City of Ocala acknowledges that children may be present in the work place in some situations. The responsibility of instructors is meeting their contractual obligation to the City of Ocala. Instructors who wish to bring their children to class for limited periods of time may do so if they can carry out their duties unimpeded and allow others to do the same. Your Recreation Coordinator must give specific, advance approval to the proposal to bring your child into the classroom.

COURSE SCHEDULING

Independent Contract Instructors are responsible for resubmitting course schedules through the Course Request Form annually even if course information has not changed. If course information changes during a quarter, the Contractor is responsible for resubmitting a Course Request Form for that quarter.

The City of Ocala observes the following Holidays; please keep them in mind when programming your courses as they may affect your schedule:

New Year's Eve
New Year's Day
Martin Luther King Day
Memorial Day
Independence Day

Labor Day
Veterans' Day
Thanksgiving and day after
Christmas Eve
Christmas Day

HOW TO SUBMIT A COURSE REQUEST FORM

Course Request Forms are accepted year round; however, a time slot may not be available due to prior programming. Returning instructors will not be able to automatically continue offering the activity or program without submitting a Course Request Form. Submitting a Course Request Form does not guarantee that the course will automatically be added to the City of Ocala Recreation program. There is no exclusivity to instructors or the courses they teach.

A separate Course Request Form is required for each course you wish to teach. The following information is required on all Course Request Forms:

- **Course Title:** Course titles should be creative and non-descriptive. You want the reader to become curious about the course and continue reading.
- **Course Description:** Discuss what the course is about. Include topics of discussion and what will be learned by the participant. Descriptions should be informative but not give away all the information covered in the course. Most important, the description should be short, concise and to the point. Your written description will be used to sell your program to the public in our Activity Guide. Course description may be up to 50 words.
- **Dates/Time:** You must include the dates and time of your proposed course (be specific). This information will be used to check facility availability.

Courses for which the Department will not accept proposals for are as follows:

- Programs that are similar to programs we currently offer (please review the Activity Guide available online at www.ocalafl.org/Recreation&Parks).
- Programs we have offered in the past that have been cancelled (unless you can show that you have the necessary number of participants who are interested).

COURSE TIMES

Instructors are responsible for providing instruction for the specified number of hours agreed upon and advertised.

FACILITY USAGE

All Contract Instructors using City of Ocala facilities are allowed to set-up their classrooms 15 minutes prior to the start of their course. The room must always be left in the condition in which it was found. This means instructors must clean up any materials (art supplies, paper, etc.) after the course ends.

CHECKING YOUR COURSE ENROLLMENT

You can inquire about your enrollment at any time. The Recreation Administration Office can be reached at (352) 368-5517, or through email at vlong@ocalafl.org. or ideally you should call the facility supervisor where your course is to be held.

Discovery Center - 401-3900
E.D. Croskey Center - 401-3920
8th Avenue Senior Center - 401-3916

Lillian Bryant Center - 629-8389
Ocala Senior Activity Center - 629-8357

PROMOTING YOUR COURSE

All advertisement materials to promote your courses must be approved by the City of Ocala. All advertisement must indicate that the program is at a City of Ocala facility but is not conducted by City employees and provide the City contact number for registration.

- Special Events: The Recreation & Parks Department offers many special events. With prior approval instructors are welcome to provide demonstrations, participate as artists, or hand out flyers at Department events. Contact your Recreation Supervisor/Coordinator to arrange your attendance at an event.
- On the internet: Develop your own Website. Contact your local internet provider for information on how to create a site. Most internet companies provide free web space as part of their service.
- Promotion by the Recreation & Parks Department: The City of Ocala may place your description in our Activity Guide.

ACCIDENTS/INCIDENT REPORTS

All accidents and incidents must be reported, no matter how minor they may appear. If you are in a facility that has City of Ocala staff present, it is the staff's responsibility to report and prepare an incident report. If you are in an unstaffed facility please follow the procedures listed below:

- Act calmly, promptly and effectively.
- Prepare an incident report immediately while the patron is still under your care. All accidents on the grounds shall be reported, whether or not witnessed by the Contract Instructor.
- Forward the completed Incident Report to your Recreation Coordinator within 24-hours.
- Incident Reports will be provided to instructors with their course packet.

EMERGENCIES

Fire Alarm/Bomb Threat

- Clear the area in an orderly manner, use course roster to account for participants.
- DO NOT re-enter the building until appropriate personnel give you permission to do so.
- In case of evacuation where participants are unable to return to the building, make sure participants under 18 years are held in a safe area until a guardian can pick the minor up.

Medical Emergency

- Locate a phone and call 911 (most City facility landlines will require you to dial **9-911**.)
- Certified individuals should administer immediate first aide.

AMERICANS WITH DISABILITIES ACT (ADA)

The ADA is federal legislation, which gives civil rights protection to individuals with disabilities similar to those rights provided to individuals based on race, sex, national origin, and religion. It guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, local and state government services and telecommunications. It is the policy of the City of Ocala to fully comply with the provisions of the ADA and to make reasonable accommodations to individuals with vision, or hearing impairments or other disabilities so that they can have an equal opportunity to participate or benefit, unless an undue burden would result. Physical barriers must be removed if removal is readily achievable (i.e. easily accomplished and able to be carried out without much difficulty or expense). If not, alternative methods of providing the services must be offered. Public accommodations may not discriminate against an individual or entity because of the known disability of an individual with whom the public entity or its representatives is known to have a relationship or association.

HARASSMENT

Harassment can be defined as any behavior that is disrespectful and causes discomfort to another person. Harassment, whether physical or verbal, destroys morale and impairs teamwork and efficiency. The City of Ocala has a strong policy against any form or type of harassment to any person. It is important for all persons to recognize that harassment based on any of the protected characteristics or race, color, religion, sex age, national origin, ancestry, citizenship, disability, veteran status, medical condition, marital status and sexual orientation is illegal.



**CITY OF OCALA
INSTRUCTOR APPLICATION**

828 NE 8th Avenue, Ocala, FL 34470
Phone: (352) 368-5517 / Fax: (352) 368-5514

APPLICANT INFORMATION				
Last Name		First		M.I. Date
Street Address			Apartment/Unit #	
City		State		ZIP
Phone		E-mail Address		
Social Security Number (Required for payment)				
Types of courses you might offer:				
Have you taught these types of courses before for other clients?		YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Location		Contact Name		
May we contact them as a reference?			YES <input type="checkbox"/>	NO <input type="checkbox"/> Phone: ()
Location		Contact Name		
May we contact them as a reference?			YES <input type="checkbox"/>	NO <input type="checkbox"/> Phone: ()
Location		Contact Name		
May we contact them as a reference?			YES <input type="checkbox"/>	NO <input type="checkbox"/> Phone: ()
EDUCATION				
High School			Address	
From	To	Did you graduate?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
College			Address	
From	To	Did you graduate?	YES <input type="checkbox"/>	NO <input type="checkbox"/> Degree
Other			Address	
From	To	Did you graduate?	YES <input type="checkbox"/>	NO <input type="checkbox"/> Degree
REFERENCES/RELATED EMPLOYMENT				
Please list two professional references.				
Full Name			Relationship	
Company			Phone ()	
Address				

Professional References (continued)

Full Name	Relationship
Company	Phone ()

Address

May we contact your previous supervisors for a reference? YES NO

Convictions: Convictions of a crime is not necessarily a bar to provide contract services to the City Ocala. Each case is considered separately based on the services provided. The City will require a FINGERPRINTING background check as verification. You may omit: a) Traffic violations (driving under the influence convictions must be reported); b) Any conviction committed prior to your 18th birthday which was finally adjudicated in Juvenile Court or under a youth offender law; c) Any incident sealed under Welfare and Institutions Code Section 781 or Penal Code Section 1203.45; d) Any marijuana conviction more than two (2) years old, described in Labor Code Section 432.8.

Have you ever been convicted by a court of a misdemeanor? YES NO

Have you ever been convicted by a court of a felony? YES NO

If “YES” to “1” or “2”, state WHAT Conviction, WHEN, WHERE, and DISPOSITION of CASE.

DISCLAIMER AND SIGNATURE

Independent Contract Instructors are contracted with the City to provide instruction for specialty recreation activities, and are therefore not employees of the City of Ocala. Independent Contract Instructors shall be dismissed at any time if the Department finds their instruction to be inadequate or their behavior, attitude, or appearance to be unacceptable. Please attach any additional information about yourself that would further explain your desire to be an Independent Contract Instructor. I certify that all statements in this application are true and complete. I agree and understand that any incorrect statements or omissions of material facts herein will cause forfeiture on my part of all rights to contracting with the City of Ocala. I authorize the City of Ocala to investigate any of the information provided by me. I also authorize the references named or any other person named to give any and all information regarding employment, scholastic records, together with all other job related information that may or may not be on record. I release all individuals who provide information to the City from all liability regarding the use of such information.

Signature	Date
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CITY OF OCALA

COURSE REQUEST FORM

828 NE 8th Avenue, Ocala, FL 34470
 Phone: (352) 368-5517 / Fax: (352) 368-5514

INSTRUCTOR INFORMATION				
Last Name	First	M.I.	Date	
Street Address			Apartment/Unit #	
City		State		ZIP
Phone		E-mail Address		
COURSE INFORMATION				
Course Title			Minimum Enrollment	Maximum Enrollment
Catalog Session (Check all that apply)	<input type="checkbox"/> Winter January 1- March 31	<input type="checkbox"/> Spring April 1 – June 30	<input type="checkbox"/> Summer July 1- September 30	<input type="checkbox"/> Fall October 1 – December 31
Participant's Age Range	Course Fee (cost of course, excluding Equipment/Materials Fee to be paid to City with instructor receiving %) \$		Equipment/Material Fee (cost of equipment/supplies to be provided by instructor and paid to instructor by class participant(s). Students will be made aware of this fee prior to registering for class. \$	
Course Length <input type="checkbox"/> One Day <input type="checkbox"/> Two Days <input type="checkbox"/> Four Weeks <input type="checkbox"/> Five Weeks <input type="checkbox"/> Six Weeks <input type="checkbox"/> Eight Weeks				
Day of the Week <input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday (Check all that Apply)				
How many courses per Session?			Course Date(s)	
Start Time	End Time	Location		Room Set-up
Are there any dates your Course will not be held? If yes, when?				
If available, would you like your Course information placed in the Activity Guide?			YES <input type="checkbox"/>	NO <input type="checkbox"/>
If you are a returning instructor, would you like us to use your Course Description from the previous Activity Guide?			YES <input type="checkbox"/>	NO <input type="checkbox"/>
Detailed Course Description: (This information may be used in the Activity Guide, please included any information your participants must have such as a particular skill/knowledge level, dress requirements, lab fees, etc. Course description may be up to 50 words. Attachments accepted.				
DISCLAIMER AND SIGNATURE				
<p>Returning instructors will not be able to automatically continue offering the activity or program without submitting a Course Request Form. Submitting a Course Request Form does not guarantee that the course or activity will automatically be added to the City of Ocala, Independent Contract Instructor Program. There is no exclusivity to instructors or the courses they teach. Participants must pre-register for all courses. Registrations are processed on a first-come, first serve basis by the City of Ocala. The City's policy provides for payment after receipt of services; therefore, advance payments are not possible. If the duration of a course is three months/12 weeks (or longer), instructors may request two payments: 1.) at the halfway mark and 2.) at the conclusion of the course. For courses less than three months/12 weeks, payment will be made at the conclusion of the course. Approximately, two weeks before the conclusion of the last class taught, (or at the halfway mark for those courses eligible for two payments) the payment process will begin with the Contractor completing and submitting a Request For Payment form. The instructor will receive a check for course(s) taught from the City of Ocala approximately 14 days after services have been rendered. Payment will be based on the number of students enrolled at the time the payment process is started.</p>				
Signature			Date	
For Office Use Only:				
Course Approved By: Staff Signature & Date			Additional Comments:	

SAMPLE ROSTER



Class List
Printed 4-Jan-10, 11:37 AM

Start Date From: 1 Jan 2010
 Status: Active/Completed
 Session: 2010 Winter/Spring Registration Session

Start Date To: 29 Jan 2010
 Instructor: Michele Berry

Calligraphy
2010 WINTSPRING-001
Course Barcode: 3500110

Start Date From: 1 Jan 2010
 Status: Active/Completed
 Session: 2010 Winter/Spring Registration Session

Complex: Discovery Center
 Facility: Education Room
 Starts: January 29, 2010
 Ends: March 12, 2010
 Runs: 1 hrs. 7 classes Fri

Pos	Client Name	Age	M/F	Grade	Home	Work	Main Contact
1	Tom Smith 728 NE 8 th Ave Ocala FL 34470	55	M		368-2345	624-9800	Smith, Tom
2	Cindy Coleman 81 SE Tusawilla Ave Ocala FL 34470	32	F		207-3221	867-5555	Coleman, Cindy
3	Mattie Miller 836 SW 5 th Street Ocala FL 34475	54	F		624-1111	624-9999	Miller, Mattie

Contract No: _____

**CITY OF OCALA
Department of Parks and Recreation
SAMPLE
RECREATION SERVICES CONTRACT**

THIS CONTRACT IS MADE AND ENTERED INTO ON _____ BETWEEN THE City of Ocala (hereinafter referred to as City), and _____.

SERVICES: Contractor shall provide services as described in Scope of Services below. Services are to be provided at a time and place that is mutually agreeable to both City and Contractor.

MATERIALS: Contractor will provide all materials needed for this program.

LICENSES & PERMITS: Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any applicable licenses, permits, or approvals which are legally required for Contractor to practice its profession, including a City Business or Home Occupational License as applicable.

CRIMINAL BACKGROUND CHECK: To the extent permitted by law, Contractor and Contractor's employees/volunteers will be checked for criminal convictions to ensure that all laws and department policies concerning contact with minors and other vulnerable participants in recreational programs are enforced if the Contractor's services will result in contact with minors, older adults or the disabled. All background checks are currently being performed by Accurate Background Check, Inc. Upon tentative approval as an Independent Contract Instructor, a designated supervisor will provide further instruction regarding obtaining a background check. The City will pay Accurate Background Check, Inc. for the Contractor's background check. It will be the responsibility of the Contractor to obtain approved background checks for any of his/her employees or volunteers working/volunteering on city property under his/her (Independent Contractor's) authority. Instruction to participants cannot begin until approved background check(s) are complete.

INSURANCE: If required, during the term of this Contract, Contractor shall maintain insurance coverage in an amount satisfactory to the City's Risk Manager. City does not insure Contractor against all or any part of Contractor's liability for injury resulting from an act or omission in the Contractor's performance of any work or services under this Contract.

INDEPENDENT CONTRACTOR: At all times during the term of this Contract, Contractor shall be an independent contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this contract. Contractor shall indemnify the City against any liability arising out of an allegation or finding that Contractor is not an independent contractor. Contractor is NOT entitled to employee benefit programs or any protection afforded employees of the City of Ocala. Contractor is not prohibited from providing same services for other businesses at any time except times which would present a conflict in providing city services.

CONTRACTOR NOT AGENT: Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract, to bind City to any obligation whatsoever.

ASSIGNMENT PROHIBITED: No party to this Agreement may assign any right or obligation pursuant to this Contract. Attempt or purported assignment or any right or obligation pursuant to this Contract shall be void and of no effect.

NONDISCRIMINATION: Contractor agrees not to discriminate against any person because of race, color, religion, sex, national origin, age, disability, marital status or sexual orientation in any activity for which Contractor is providing instruction under this Contract.

TERMINATION: Either party shall have the right to terminate this Contract at any time by giving notice of such termination to Contractor. In the event City shall give such notice of termination, Contractor shall immediately cease rendering services pursuant to this Contract.

INDEMNIFICATION: Contractor shall fully defend, indemnify and save harmless, City, its officers, employees, agents, and volunteers, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "liabilities"), to which any or all of them may be subjected, as a direct or indirect result of the activities of Contractor, whether or not such liabilities are litigated, settled or reduced to judgment.

Contractor shall, upon the City's request, defend at Contractor's sole cost any action, claim, suit, cause of action or portion thereof which asserts or alleges liabilities resulting directly or indirectly from the activities of Contractor, whether such action, claim, suit, cause of action or portion thereof is well founded or not.

In the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable to the City's negligence or willful misconduct, City shall pay the portion of damages which is allocated to its negligence or willful misconduct. The existence or acceptance by City of insurance coverage's required by this Contract shall not affect any rights City may have under this section. The provisions of this section shall survive any termination of this Contract.

PROGRAM MARKETABILITY DISCLAIMER: The City does not warrant that the Contractors program or services are marketable and will therefore yield a profit for Contractor. Any loss sustained by Contractor in operating this program is Contractor's sole responsibility. Any profit made by Contractor is to Contractor's sole benefit.

TRAINING/INTEGRATION: The City will not provide training to Contractor to provide the services described. It is assumed based on information provided and references consulted and certified by the Contractor by signing this contract, that the Contractor is qualified to provide these services. It is further understood by Contractor that City is not typically in the business of providing the contracted services and is therefore not in a position to train, guide or otherwise instruct Contractor.

CONTRACTOR ASSISTANCE: The Contractor is required to meet the service requirements set forth herein. If course registration warrants, Contractor may need to hire assistants. These assistants, when necessary, are Contractors sole responsibility in regard to payment, supervision, contract compliance. City staff is not responsible to provide this assistance to Contractor.

FACILITY: The City's share of registration fees is the Contractor's fee for use of the facility and is therefore subject to sales tax.

SEVERABILITY CLAUSE: Provisions contained in this agreement that are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.

SCOPE OF SERVICES

Contractor Shall:

- a. Provide classes as agreed upon in approved course request form(s).
- b. Provide appropriate supplies and materials to adequately carry out the program.
- c. Maintain accurate records to include but not limited to attendance records, liability waivers, course evaluations and invoices.
- d. Contractor is not to collect registration fees on City's behalf. All checks shall be made payable to the "City of Ocala".
- e. Contractor and any of its employees or sub-contractors shall receive a criminal clearance through criminal background checks.
- f. Additional scope and/or services may be rendered if mutually agreed upon by both parties.
- e. Provide insurance as approved on the Insurance Information form for each program.

Time of Performance ~

- a. Schedule will be determined quarterly as outlined in submitted program proposal.
- b. Recreation Services Contract is valid from begin date until no later than September 30th (end of fiscal year for City).

Contractors will be required to have their Contract Instructor Invoice submitted within seven (7) days after the services have been rendered. Contractor agrees to assume responsibility for materials, equipment, and supplies of whatever nature is required. Contractor also agrees to return borrowed materials in good working order and cleaned, so as they may be immediately reissued to another party. All materials and facility keys (where applicable) will be returned within 72 hours of the completion of the service.

PAYMENT:

For full performance of this agreement, City shall pay Contractor a percentage of fees as approved on the Course Request Form. Payment shall be due and payable upon completion of services rendered and submission of a Contract Instructor Invoice Request For Payment. The instructor will receive a check for course(s) taught from the City of Ocala approximately 14 days after services have been rendered. Payment will be based on the number of students enrolled at the time the payment process is started. City shall make no payment for any extra, further, or additional services pursuant to this Contract unless such extra service and the price thereof is agreed to in writing and executed by an official of the City authorized to obligate the City thereto.

Signatures	Contractor: _____
	City Contact Person: _____ Phone: _____
	Division Head: _____
	Recreation and Parks Director: _____



Effective Date of Contract	From:	To:
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**CONTRACT RECREATION PROVIDER
PARTICIPATION WAIVER, ASSUMPTION OF RISK,
AND HOLD HARMLESS AGREEMENT**

Purpose: To give permission for participation in sports or recreation activities in which a participant is registered through an outside Independent Contract Instructor (Recreation Provider).

This document serves to acknowledge that I, the undersigned participant (or parent/legal guardian of the registered minor participant noted below) understand that **this program is offered by an outside recreation provider (Independent Contract Instructor) and NOT BY THE CITY OF OCALA RECREATION AND PARKS DEPARTMENT.** I further acknowledge that I recognize the potentially hazardous nature of sports and active recreation programs and that participation in recreational activities can include a risk of significant injury including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. I further acknowledge that I have taken into consideration my (or my minor child's) physical condition, fitness and training, safety concerns and associated risks in determining that participation in this program is appropriate for me or my child and have disclosed any limitations that might affect mine or my child's safe participation in this program to the program instructor. I understand that the City of Ocala is not aware of or responsible for evaluating my fitness for participation and I am solely responsible for the decision to participate in this regard. I am also solely responsible for evaluating the credentials of the program instructor and understand that the City of Ocala by allowing the instructor to utilize space for the provision of this program does not attest to the instructors qualifications. I further agree that should I observe or become aware of any unusual safety concern, that I will remove myself or my child from participation and bring such concern to the attention of the program instructor or coordinator and to City of Ocala staff immediately.

For and in partial consideration of my or my child's participation in the below described program, and other good and valuable consideration the receipt of which is acknowledged, I hereby personally, or on behalf of my minor child, release, indemnify and hold harmless, the City of Ocala (City), its elected officials, employees, agents, volunteers and assigns from and against all damages, claims, demands, losses, costs and expenses, including attorneys' fees, which I or my child may sustain, or which may be asserted against City or its elected officials, employees, agents, volunteers and assigns, arising out of or in connection to the customary operation of sports activities or recreation programs for which I have registered for myself or on behalf of my minor child. I understand that this release applies to any present or future injuries in relation to the registered program and that it binds my heirs, executors and administrators. I further understand that this authorization and assumption of risk applies to programs on and off-site including incidental transportation utilizing means of transportation provided by the City of Ocala including any incidental stops association with those programs.

This release form is completed and signed of my own free will and with knowledge of its significance. I have read this release and understand all of its terms. I freely and voluntarily accept the risks associated with mine or my minor child's participation in this program.

NAME OF PROGRAM _____

PARTICIPANT NAME _____

EMERGENCY CONTACT NAME _____ PHONE _____

PARENT(S) /ADULT PARTICIPANT NAME(S) _____

PARENT(S)/ADULT PARTICIPANT SIGNATURE _____

DATE _____

WITNESS NAME _____

WITNESS SIGNATURE _____ DATE _____

GENERAL INCIDENT/INJURY REPORT FORM

(Non-employee)

**CITY OF OCALA
RECREATION & PARKS**

828 NE 8th Avenue, Ocala, FL 34470



If an accident or injury occurs to a class participant or instructor, immediately complete this form and contact designated Supervisor within 24-hours. Complete all sections of this report, and include as much specific information as possible regarding circumstances surrounding the incident/accident, witnesses, etc. If you have any other questions regarding an accident, please call the designated Supervisor.

NOTE: This form is to be used for incidents involving the general public, or persons not employed by the City of Ocala.

Date/Time of Incident:	_ _ / _ _ / _ _	_ _ : _ _ am/pm
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Name of person involved in incident:

Address:	Phone #
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Location of Incident: Facility:	Area:
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Incident occurred (circle one)	(a) During a City program	(b) Other (describe)
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Description of Incident:

How were the persons involved cared for? By whom?

Was there a vehicle involved in the incident?	Yes / No
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Vehicle Description:	Year	Model
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Driver's License Number:	License Plate Number:
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Witnesses: Name:	Phone #
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Name:	Phone #
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Name:	Phone #
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City representative(s) present:

What action was taken? By whom?

Signature of person filing report:	Date:
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Reviewed by supervisor:	Date:
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Some things to remember when dealing with an accident:

- ❖ If serious injury occurs, do not move the injured person more than absolutely necessary.
- ❖ Follow all proper first aid procedures according to the level of your certified training.
- ❖ If necessary, call for Emergency support.
- ❖ For minors under 18 years of age, notify parent or guardian as soon as situation allows. Parent should arrange for necessary transportation and relieve you of further action. Do not transport the injured individual by yourself.
- ❖ Stay with injured person until relieved by emergency personnel.
- ❖ You will need to notify the designated Supervisor immediately if a student is injured during your class regardless of the severity.
- ❖ This accident form must be filled out the day of the injury and submitted to the Supervisor within 24-hours.

Release of Accident Information. If a serious accident should occur or one for which an accident report is submitted, all instructors are directed to give no information relative to the circumstances surrounding the accident to any person, except identified City of Ocala employees. In all cases, the Risk Management Director (or designee) will release the information to their representative. This procedure is necessary to prevent inaccurate hearsay information.

Irate Customer. In the event of an incident at a facility involving an angry customer where you believe you are in danger or in need of assistance, walk away from the situation, go to a safe location, and call 911 or the Ocala Police Department at (352) 369-7000. AT NO TIME SHOULD YOU PLACE YOURSELF IN DANGER TRYING TO RESOLVE A VOLATILE SITUATION. *Caution should be used when dialing 911*. If you feel the problem will not get out of hand, call the Police Department non-emergency number at 369-7000.

***Most City facility landlines will require you to dial 9-911**



City of Ocala
Recreation & Parks
**CONTRACT INSTRUCTOR
INSURANCE INFORMATION**

Complete and return:
City of Ocala Recreation & Parks
Attn: Instructor Insurance
828 NE 8th Avenue
Ocala, FL 34470

INSTRUCTOR INFORMATION

Instructor Name/Business

Address

City

State

Zip

Course title(s) or general description (e.g. dance classes, youth science classes/camps, etc.):

INSURANCE INFORMATION

I understand that as an Independent Contract Instructor for the City of Ocala, I may be required to provide proof of insurance, or my class(es) will be cancelled. *Instructor Initials:*_____

I will provide insurance in the form of a Certificate of Liability Insurance via my homeowner's or business insurance.

The insurance is in the minimum amount of \$1 million personal liability insurance.

The certificate must list as Additional Insured (exact wording):

City of Ocala

Attn: Instructor Services

828 NE 8th Avenue

Ocala, FL 34470

Request waiver of insurance for reasons stated:

Low Risk Program

Other _____

Instructor Signature

Date

For City Use Only

Supervisor

Name: _____

Program Area (circle):

Youth

Teens

Adults

Seniors

Sports & Fitness

Attach Approval by Risk

Waiver (if requested) approved by _____

Director



City of Ocala
Recreation & Parks Administration
828 NE 8th Avenue
Ocala, FL 34470

CONTRACT INSTRUCTOR INVOICE /REQUEST FOR PAYMENT

To:	City of Ocala	
From:	Instructor/Business Name:	
	Address:	
	Phone:	Fax:

COURSE INFORMATION

Class Title:	Barcode:	
Class Start Date:	Class End Date:	Class Times:

PARTICIPANT ATTENDANCE

Number of Participants Registered:	
— Number of No-Shows/Cancelled Registrants:	
= Actual Number in Attendance:	

BILLING INFORMATION

Class Fee per Attendee:	
x 0.60 (60% paid to Instructor):	
= Class Fee per Attendee Owed to Instructor:	
x Actual Number in Attendance:	
= Class Fees Owed to Instructor:	
+ Other Fees Owed to Instructor per contract:	
= Total Fees Owed to Instructor:	
Instructor Signature (original):	Date:

For City Use Only:

_ Course Waivers Received	_ Course Evaluations Received	_ Course Rosters Verified
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