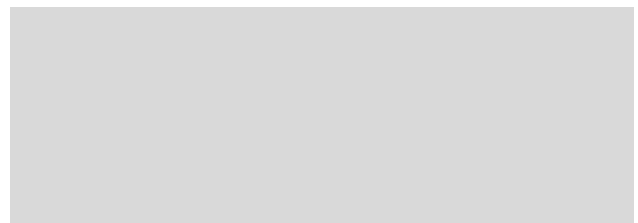




REQUEST FOR PROPOSAL RECREATION PROGRAMS

Independent Contractor Instruction Guidebook

CITY OF UNION PARKS &
RECREATION
8/7/2020



**INDEPENDENT CONTRACTOR REQUEST FOR PROPOSAL
FOR RECREATION PROGRAMS**

TABLE OF CONTENTS

I. Statement of Purpose.....3

II. Deadline of Submission.....3

III. Contract Instructor Requirements.....3

IV. Criteria Used to Evaluate Proposals.....4

V. Facilities.....4

VI. Course and Instructor Policies.....5

VII. Absences, Refunds & Cancelations.....6

VIII. Accident/Emergency Procedures.....8

Class Proposal Application.....9

I. Statement of Purpose

The City of Union Parks and Recreation always seeks to provide recreational experiences to City residents for the betterment of the community. The City of Union is dedicated to provide a wide variety of classes taught by high quality instructors. The City of Union utilizes independent contract instructors to provide this service.

This packet outlines the process for submitting individual proposals to the Parks & Recreation Department for consideration. The information in this packet pertains to the instruction of a fee-based class for the City of Union Parks & Recreation Department. Submission of this proposal does not guarantee approval and the City of Union retains the right to reject any and all proposals that within the law.

II. Deadline of Submission

<u>Season</u>	<u>Program Time Frame</u>	<u>Proposal Due Date</u>
Spring	March 1-May 31	January 1
Summer	June 25-August 24	January 1
Fall	September 1-November 30	June 1
Winter	December 1-February 28	September 1

III. Contract Instructor Requirements

The following are documents that contract instructor must provide before the City of Union Parks & Recreation Department can enter into a final agreement.

- 1. Business License** - The contract instructor must have a current business license on file with the City of Union.
- 2. Insurance** - Instructors are required to furnish and keep current general liability insurance naming the City of Union its officers, agents, and employees as “additional insured” in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. Furthermore, an Additional Insured Endorsement page naming the City of Union, its officers, agents and employees as additionally insured must be submitted. If you have employees, you are required to provide proof of Workers' Compensation and Employers' Liability with limits of \$1,000,000 per accident. If you are an instructor without employees, you will sign a letter stating you are the sole proprietor.

3. Class Proposal Application - (See page 9)

4. Background Check – All individual instructors, employees, agents and officials must pass a background check from the Missouri State Highway Patrol that is dated within six (6) months. Must include the individuals full name and commonly used alias (es), date of birth, and social security number. The Report must be submitted to the City of Union Parks and Recreation Department. Record check can be obtained same-day at [Missouri Automated Criminal History System \(MCHAS\)](#).

5. IRS W-9 Form – Must be submitted to the City of Union Parks and Recreation Department completed and signed.

6. Credentials - Copies of all required licenses, certifications, or credentials specific to the program. Examples: CPR, First Aid, AED, etc.

7. References – (See page 10)

IV. Criteria Used to Evaluate Proposals

1. Alignment with the Department mission
2. Meets the needs and interests of the community
3. Diversity and innovation of programming
4. Suitability and availability of facilities
5. Cost to Participants
6. Experience with other Recreation Departments

V. Facilities

It is the responsibility of the instructor to determine that adequate space and utilities are available to support the specific program needs. Any modifications or improvements to a facility require advance written approval from the City of Union Parks and Recreation Department. All expenses related to such modifications or improvements shall be at the sole expense of the instructor.

The Department will work to meet each instructor's needs when possible. The Department also reserves the right to make changes and adjustments to facility assignments before and/or during any program.

Instructors are responsible for their own activity set-ups and break downs. Instructors are responsible to leave their respective activity area as they found it upon arrival. Appropriate buffers before and after a program will be determined by the Department.

Any and all equipment and supplies needed for a program are at the sole expense of the Vendor. The Department does not guarantee storage space for programs.

VI. Course and Instructor Policies

1. **Fees and Registration** - All registration takes place through the City of Union Parks and Recreation Office. Fees will be agreed upon by both the instructor and the City of Union. Fees charged are governed and collected by the City of Union Parks and Recreation Office. **Contract Instructors shall at no time collect registration money, registration forms, or supply/material fees.**
2. **Contract Instructor Payment** – City of Union will provide payment after receipt of services; A completed W-9 Form is required from all Contractors prior to the start of a program. Upon completion of the program, Contractors must submit an invoice for payment. Invoices must include Contractor Name, Address, Phone, along with breakdown of finances based on official program registration. The Union Parks and Recreation Department will not participate in any instructor/participate refunds other than what is listed in the document. Invoices should be submitted to the Union Parks and Recreation Department in order to receive a timely payment. Contractor payments will be processed and mailed out within 15 business days of receipt of the invoice.
3. **Supply/Material Fees** - The Contract Instructor will determine student material fees and inform the City of the need for these fees. Material fees will be assessed as part of the registration fee. Instructors may also opt to supply classroom materials, direct students to the appropriate source, or build the cost of supplies into the class fee. The Parks and Recreation Department does not guarantee storage space for programs.
4. **Standard Revenue Split** - A standard split of 70/30 will be applied to compensate Contract Instructors unless otherwise negotiated. Contract Instructors will receive 70% of the monies received from class registration. The remaining 30% is retained by the City of Union. Contract Instructor proposals can also include camps and workshops as part of their proposals. Registration fees and compensation for short-term programming and contracts can be negotiated.
5. **Representing the City of Union through Professional Conduct** - It is imperative that Contract Instructors be helpful and courteous at all times.

The City of Union 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.

6. **Taking Attendance** - The instructor is responsible for taking attendance at each class. Please inform individuals who have not paid to register with the Parks and Recreation Department either in person or online. Note: Any participant's outstanding balance will result in a delay of your payment; we will not pay you for money we did not collect
 - a. The attendance sheet and evaluation forms will be available at the City of Union Parks & Recreation Office. Be sure to pick up your attendance sheet and evaluation forms before going to your first class.
 - b. If a participant does not show up for the first class, please contact the participant to remind him/her of the next class.
7. **Class Dismissal** - Never leave course area or participants unattended. Minor participants may only be released to a parent or legal guardian. However, said parent or legal guardian may designate other individuals to whom the minor participant may be released during the registration process. Those individuals indicated will print on the class roster. Instructor is responsible to review a valid Missouri's driver's license or identification card confirming the individual's identity with the individual named on the roster. Instructors of minors who are under 12 years of age, will be required to keep a sign in and out sheet when releasing a child from a course.
8. **Subcontracting** – The Contract Instructor cannot subcontract classes. The agreement is with the Contract Instructor and the City of Union.
9. **Non-Discrimination** - The agreement will prohibit all individual instructors, employees, agents and officials from discriminating on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity

supported by state and/or federal funds. The Contract Instructor will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

VII. Absences, Refunds & Cancelations

1. **Holidays** – The City of Union observes the following holdiays, therefore classes will not be offered on these days:

New Year’s Day
Martin Luther King, Jr.
Birthday President’s Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day and day after
Christmas Eve and Christmas Day

2. **Absences** - If an instructor is ill or unable to meet with his/her class, the instructor must notify their Recreation Representative as soon as possible. It is the Instructor’s responsibility to notify students of a course cancellation of this nature.
3. **Refunds/Withdrawals:** Students who withdraw due to a medical reasons validated by a licensed Missouri Medical Practitioner will be given a pro-rated refund. Refunds will be based on the date that the City receives written notification of the desire to withdraw. Instructors will be compensated based on the revenue after pro-ration. If a material fee is paid, the instructor will retain the entire material fee.
4. **Course Cancellations:** The City of Union will reserve 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 a course is canceled, the Program Coordinator Shall notify students/instructors and issue any necessary refund. Contract Instructors are responsible for contacting the Program Coordinator immediately if they have reason to cancel a class. If a Contract Instructor cancels, they are responsible for informing students as well.

5. Class Cancellation - It is the goal of the Parks and Recreation Department to provide quality programs and services to the community. Staffing and program decisions are made based on the registrations and anticipated revenues to cover program costs. Cancellations adversely impact the Department's ability to retain qualified staff and offer high level of services patrons have come to expect. Therefore, the Parks and Recreation Department has set the following policy on cancellations and refunds:

“A \$10 cancellation fee will be charged for cancellations made before the commencement of the second week of the program. There will be no make-ups or refunds for missed classes. The Department will not prorate class registration fees for patrons who register after the first day of class. There will be no refunds issued for any program that is \$10 or less.”

6. Inclement Weather – In the event that the Union R-XI school and or the City of Union offices have an early dismissal/release or are close due to inclement weather, all of City of Union Parks and Recreation programs will be canceled.

VIII. Accident/Emergency Procedures

1. Accidents - In the event of an accident, instructors must complete an Incident/Accident Form and submit to City of Union Parks and Recreation within 24 hours.

2. Emergency - If an emergency occurs while instructing during normal business hours, CALL 911 then contact staff on duty and notify the Program Coordinator immediately. If an emergency occurs after normal business hours, call 911 for a life or property threatening situation. For nonemergency situations, call (636) 262-5472.

INSTRUCTOR INFORMATION

Last Name		First	
Business Status			
<input type="radio"/> Sole proprietor	<input type="radio"/> Corporation	<input type="radio"/> Partnership/Limited Liability Company	
Business Name			
Street Address			
City		State	
Phone		Cell Phone	
Website		Email Address	
Title of Class			
Class Description (45 words Maximum)			

AGE GROUP

Select one per type of class:	<input type="radio"/> Preschool (Ages 2-5)	<input type="radio"/> Elementary (Ages 6-12)	<input type="radio"/> Teen (Ages 13-17)
	<input type="radio"/> Adults (Ages 18-54)	<input type="radio"/> Mature Adults (Ages 55 & up)	

SUBSECTION

What type of activity is your class?	<input type="radio"/> The Arts	<input type="radio"/> Special Interest
	<input type="radio"/> Exercise and Wellness	<input type="radio"/> Sports

CLASS REQUIREMENTS

Age Min:		Age Max:	
Min class enrollment:		Max class enrollment:	
Supply/Material fee: \$		Items provide:	
Special Room requirements:			

DAYS	START/END DATE(S)	NO CLASS DATES	START/END DATES(S)	#OF CLASSESS PER SESSION	FEE

APPLICATION INFORMATION			
Last Name		First	
Street Address			
City		State	
Phone		Email Address	
SSN			
Proposed Class			
Have you taught this class before?			
Location		Dates	
		Phone #	
Location		Dates	
		Phone #	
Location		Dates	
		Phone #	
EDUCATION			
High School		Years attended	
College		Years attended	
Other		Years attended	
REFERENCES			
List two professional references.			
Full Name		Relationship	
Company		Phone #	
Full Name		Relationship	
Company		Phone #	
RELATED EMPLOYMENT			
Company		Phone #	
Address			
Job Title		Years employed	
Responsibilities			
Reason for leaving			
Company		Phone #	
Address			
Job Title		Years employed	
Responsibilities			
Reason for leaving			
CERTIFICATION/DEGREES			
List any Certifications or degrees you have.			
DISCLAIMER AND SIGNATURE			
Contract Instructors are contracted with the City to provide instruction for specialty recreation activities, and are therefore not employees of the City of Union. Contract Instructors shall be dismissed at any time if the Parks and Recreation 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 a 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 Union. I release all individuals who provide information to the City from all liability regarding the use of such information.			
Signature		Date	