

CONTRACT INSTRUCTOR REQUIREMENTS & GUIDELINES

Come Teach with Taylor Parks & Recreation!

Taylor Parks & Recreation offers a variety of programming for citizens in the greater Taylor area, providing recreation and leisure opportunities for everyone.

Taylor Parks & Recreation utilizes independent Contract Instructors or specialty business partners to provide high quality recreational services to our community within facilities and parks.

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Instructor Requirements

Class Proposal – Prospective instructors who wish to teach with Taylor Parks & Recreation must complete the Instructor Proposal Form located online at <https://www.taylortx.gov/1207/Program-Proposals>. Once a proposal is received, a member of Taylor Parks & recreation will reach out if they are interested in offering your program.

Prior to moving forward to offer programs, Contract Instructors will be required to submit the documents below:

Taylor Vendor Form: You will be asked to complete a vendor application form for Taylor to verify your individual or business information and set you up to receive payments for your services. (If you are a Business, you must be properly registered with the State of Texas.)

Specific Certifications and/or Documentation related to the program offerings:

**If a business is providing instructional services, documentation should be provided for the owner or assigned instructor.*

- Culinary/Cooking – Safe Serve Certificate
- Fitness/Wellness – Group Fitness
 - Certificate and/or Certification in specific area of Instruction
- Youth Sports – NAYS Select Coach Training Certificate or equivalent Professional Sports
- Organization Certification (ie. USA Sports Governing Body, USTA, or equivalent)
- Adult Sports –Advanced Experience and/or Certificates in area of Instruction
- Arts & Education –Advanced Experience, Education/Degrees, or Certificates in area of Instruction.
- Other areas not listed – documentation to be determined by the Program Supervisor.

Certificate of Insurance (COI): A Certificate of Insurance may be required by the Contract Instructor to provide services. Business vendors will ALWAYS be required to provide a COI. Individual instructors may also be required based on the nature of the instruction and population served. (**Appendix A, B**).

- General Liability - \$1,000,000 per occurrence / \$2,000,000 aggregate
- Workers Compensation (For all employees engaged in presenting the class)
- Certificate Holder should be the Taylor mailing address:

City of Taylor
401 Porter St
Taylor, TX 76574

Background Check: A background check will be conducted by the City of Taylor on all persons providing Services. Such background investigation must be prior to the start date for the first program offering. Background checks will need to be renewed on an annual basis with each new annual agreement.

Program Instructor Contract – All instructors and business will have to complete an Agreement for Services.

General Information

Program Fees – Program fees are determined by Contractor during submission of Program Proposal Form. At times, fees are increased to the participants to cover general operations and marketing costs of program offerings. Fees should take into consideration target population, supplies, and equipment. All participant fees are collected by Taylor Parks & Recreation through registration software. NO program fees related to the program should be collected by the instructor that are not submitted to Taylor Parks & Recreation.

Materials – Contract Instructors are expected to provide all the materials for the classes. The cost of materials should be included as part of the registration fee. Instructors may also provide students with a list of materials required for the class. In some limited areas, Contract Instructors are permitted to use facility materials for classroom instruction. Please discuss material or equipment needs with your Program Supervisor.

Reporting Income – Taylor does not withhold state or federal income tax. Contract Instructors' income will be reported via Form 1099. Contract Instructor will receive a W-9 form to complete during the Vendor process. Instructors that operate as a corporation or make less than \$600 within the calendar year will not receive a Form 1099.

Facilities – Taylor Parks & Recreation operates baseball, softball, soccer, and football fields, splash pads, pool, pavilions, and a multipurpose room. <https://www.taylortx.gov/531/Park-Facility-Rental-Information> for facility locations and operating hours.

Parks – Taylor Parks & Recreation operates outdoor spaces and parks as well. Picnic shelters and open space are available for operating programs if there is a staffed facility on site or a Taylor Parks & Recreation Staff onsite during program hours. Some outdoor spaces may not be available due to other programming or a lack of staffing to cover these facilities.

Holidays – Taylor observes all federal holidays and does not offer programming on these dates. For a listing visit <https://www.taylortx.gov/601/City-Holidays>

Public Records – If this is your first time working in government, you may be surprised

to learn just how much of what we do in our work each day is open to our citizens. In fact, there are several state laws that require us to make nearly all our records available to citizens for their inspection. Records include but are not limited to e-mails, documents, papers, letters, maps, books, photographs, and recordings. In addition to making records available, we also must retain most of the records—some for years and some forever.

Program Policies & Expectations

Program Area Objectives – Each program area has its own set of objectives. Not all program areas utilize Contract Instructors and may instead hire Employees to deliver programs. ([Appendix E](#))

Registration – All participants are required to register and pay through the Taylor Parks & Recreation registration software. Payments are made to Taylor and not directly to the Contract Instructor. A roster of registered participants will be provided.

Attendance – Contract Instructor will keep a daily roster of participants and submit a copy of the participation roster to Taylor at the completion of each session. Contract Instructors shall not allow non-registered participants to participate in any portion of the program. In limited cases, walk up registrations are allowed if waiver and payment have been made.

Marketing & Promotion – Instructor will work with Taylor Parks & Recreation employees to create promotional materials and publications.

Instructors are encouraged to promote classes through print and social media.

Course Cancellations – It is the responsibility of the Contract Instructor to immediately contact Taylor Parks & Recreation if a class needs to be cancelled due to sickness or emergency. The Contractor is solely responsible for contacting participants if a class is cancelled. Instructors can offer make up classes based on facility availability. Classes that do not meet the minimum student enrollment may be cancelled by Taylor Parks & Recreation and refunds issued to all participants.

Supervision - Contract Instructors shall provide full adult supervision by qualified instructors and/or assistants (not volunteers) of all participants on-site from fifteen (15) minutes before the scheduled start time and until fifteen (15) minutes after program is complete. At no time should minor participants (under the age of 18) should not be left alone in a classroom or facility.

Classroom Ratios – For programs provided for under the age of 18, there must be an adult instructor: child ratio always upheld. Preschool (under 5) 1:8, Youth (5-12) 1:12, Teen (13-17) 1:16.

Assistants & Substitution Guidelines – Contract Instructors will provide names of all adult assistants and substitutes at the time of the contract. Contract Instructor will provide any updates to these individuals no less than 48 hours in advance of a scheduled program. All assistants and substitutes must be background checked and approved prior to being onsite and instructing classes. **Violation of this policy will result in termination of your contract.**

Program Volunteers – At times, Taylor may

authorize the use of adult volunteers. These volunteers may not be counted in the proper class size ratio. Volunteers must be formally approved, and background checks completed no less than 48 hours in advance of a scheduled program. Volunteers under the age of 18 are approved on a very limited basis.

Contract Instructor Payment – No payment will be provided to instructors until the completion of all meeting dates of the program. If the class is ongoing, requests for payments are submitted on the last Friday of the month. Payments are made within 30 days of completing the course.

Policies & Procedures

Taylor Parks & Recreation holds the Contract Instructor accountable for the following policies and procedures:

Contract Terms – Contract Instructors are required to work within the terms of the executed Instructor Contract Agreement. Each Contract is good for a maximum term on One (1) Year. A new contract is required annually with an updated Certificate of Liability (COI). Contract Instructors will receive a copy of the executed contract for their files.

Professional Conduct – Inappropriate or offensive behavior by or towards Contract Instructor, participants, guest, and employees is not condoned by Taylor Parks & Recreation. If a Contract Instructor or guest engages in an inappropriate or unsafe manner, they will be asked to leave the premises. Any concerns should be immediately addressed to the Program Supervisor and documented.

Americans with Disabilities Act (ADA) – It is

the policy of Taylor 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.

Personal Business – Contract Instructors are not allowed to sell or provide personal services or items to participants, guests, or employees.

End of Session/Program – At the end of session/program instructors are responsible for cleaning the room. This includes picking up trash, cleaning tables, pushing in chairs, arranging tables/chairs as requested by the facility. All equipment used must be returned or stored in an agreed upon location.

Release of Minors – At the end of activity minors can only be released to parent, guardian, or an individual authorized by the parent. If youth participants are not picked up by authorized adults within fifteen (15) minutes after completion of the program, Contract Instructor will ensure that those participants are turned directly over to Taylor staff or

Facility Front Desks for supervision until parents arrive.

Safety – The safety of participants is the primary responsibility of the Contract Instructor during program implementation. If the program area appears unsafe it is the instructor's duty to notify facility staff immediately. All accidents and incidents, no matter how minor they appear, should be reported to the Program/Facility Supervisor. If an accident occurs in your class, please act calmly, promptly, efficiently and take care of the situation.

First Aid – First Aid kits can be located in a designated area of every facility and should be located by instructors. Programming in parks requires the Contract Instructor to provide a basic first aid kit. For minor injuries first aid items will be made available; for serious injuries call 911. ALL accidents/incidents should be reported to Taylor Parks & Recreation staff IMMEDIATELY and a report will be filed. A copy of the report will be provided for the parents of minors upon request.

Appendices

A – COI Check

B – COI Example

D – Background Check Letter Example

Certificate of Insurance (COI) Review Checklist

A reference guide before uploading the Certificate of Insurance into Box. Any remaining questions or concerns with insurance coverages should be directed to Taylor Parks & Recreation.

INSURANCE LIMITS

Minimum Limits of Insurance Coverage

- General Liability: \$1,000,000 per occurrence; \$2,000,000 aggregate
- Workers Comp: Statutory Limits - Required if for all employees engaged in presenting the class
- Additional insurance coverages may be required as applicable (Cyber, Pollution)

ADDITIONAL INSURED

- City of Taylor must be named as Additional Insured, (ADDL INSR) cannot be marked N or No
- Should be marked with a Y or X in the appropriate field.

WAIVER OF SUBROGATION

- Cannot be marked N or No
- Should be marked with a Y or X in the appropriate field.

UMBRELLA/EXCESS LIABILITY

- Should include Additional Insured and Waiver of Subrogation marks of Y or X.
- Or in the description of operations section, note “The umbrella liability is follow form”

CERTIFICATE HOLDER

Certificate Holder should be Taylor mailing address

City of Taylor
401 Porter St
Taylor, TX 76574

CERTIFICATE OF INSURANCE (COI) FINAL CHECK

- Are all policies current (not expired)?
- Do the coverage minimums match or exceed the coverage required in the MSA?
- Is the City of Taylor named as an additional insured for General and Auto policies?
- Are additional policies included as needed for (e.g., Professional Liability, Cyber, Pollution)?
- Is the address for City of Taylor accurate for the Certificate Holder?
- Are the boxes for Additional Insured and Waiver of Subrogation properly marked?
- Are the name of the insured vendors the same as the name listed in the agreement?

Note: If the ADDL INSR and SUBR WVD boxes are not checked, the Description section should have a statement similar to:

The City of Taylor, its elected officials, officers, employees, and volunteers are an additional insured for general and auto liability insurance policies. The umbrella liability policy is follow form of primary policies. Waiver of subrogation applies as required by written contact.



SAMPLE
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	Insurance Agent 1	
Insurance Agency 123 Insurance Ave Austin, TX 78759		PHONE (AIC No. Ext.):	XXX-XXX-XXXX	FAX (AIC No.):
		E-MAIL ADDRESS:	insuranceagent1@insurance.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	Insurance Agency 1	XXXXXX
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		
INSURED		Independant Contractor 123 Taylor St Taylor, TX 76574		
		Insured Name should be the same name as listed in the agreement		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

EXCLUSIONS AND CONDITIONS OF INSURANCE									
EXCLUSIONS AND CONDITIONS OF INSURANCE									
INSR LTR.	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY			XX-XXXXXXX	MM/DD/2024	MM/DD/2025	EACH OCCURRENCE	\$ 1,000,000	
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>	Additional insured & waiver of subrogation can be marked in these columns or below in description of operations section below			GENERAL AGGREGATE	\$ 2,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (EA accident)	\$	
	ANY AUTO						BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$	
	Hired AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR				EACH OCCURRENCE	\$	
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$	
	DED <input type="checkbox"/>	RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/>					PER STATUTE	OTH- ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N / A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	
				Other Insurance coverages as applicable					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This section may list additional insured, waiver of subrogation, follow form, and other requirements listed in the agreement.

CERTIFICATE HOLDER	CANCELLATION
<p style="text-align: center;">Taylor Mailing Address</p> <p>City of Taylor 401 Porter St Taylor, TX 76574</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;">Insurance Agent 1</p>

Example Format Letter

In connection with this application and Agreement, I have been advised and I hereby consent and authorize the City of Taylor and its agent(s) ("City"), at any time during or subsequent to my application process, to conduct a background check that may include a criminal record check and such additional verifications and reference checks as deemed necessary. I do hereby consent to the City's use of any information provided on this form or during this process in performing the non-employment related background check. I agree to release, indemnify and hold harmless the City and any agency used with regard to any information provided by the agency. I acknowledge that a facsimile, copy or electronic version of this form shall be as valid as the original.

I, _____, have been notified that a computerized criminal history (CCH) verification check will be performed on me and any individual employed by me who may provide services to the City by accessing the Texas Department of Public Safety Secure Website or through some other agency, and will be based on identifiers I supply in accordance with this document.
