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# CONTRACT INSTRUCTOR HANDBOOK



THE CITY OF AUSTIN IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. IF YOU REQUIRE SPECIAL ASSISTANCE FOR PARTICIPATION IN OUR PROGRAMS OR FOR USE OF OUR FACILITIES, PLEASE CALL 512-974-3914.



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We appreciate your interest in becoming an independent contract instructor with the City of Austin. Independent contract instructors allow the Parks and Recreation Department (PARD) to offer a variety of programs and activities facilitated by you, as an expert in your field. We are excited about providing an extension of PARD's services as we work together to serve our community.

**A contract gives you the ability to conduct your programs or activities based on the needs and spaces available at PARD Facilities and parks.**

### **Mission, Vision, and Goals for Contract Instruction**

#### **Mission**

Inspire Austin to learn, play, protect and connect by creating diverse programs/ activities and experiences in sustainable natural spaces and public places.

#### **Vision**

The Parks and Recreation Department will be an innovative leader in parks and recreation experiences.

#### **Values**

PARD seeks to provide lifelong and inclusive recreational opportunities with a focus on health, wellness, and sustainability. We strive to provide the best customer service with accountability, and collaborate with partners throughout the community.

**Thanks to you for bringing more opportunities to live, learn, and Create Community to the citizens of Austin!!**

# HOW IT WORKS

The Austin Parks and Recreation Department (PARC) utilizes Independent Contract Instructors to provide unique recreational opportunities and augment existing PARC services. Programs and activities may be targeted towards diverse groups from preschoolers to seniors, individuals to families, and more. We are always open to new and creative ideas, so feel free to bring your ideas to the department.

The Austin Parks and Recreation Department has a variety of different recreational instructor led programs that are connected to PARC recreational facilities. These programs must offer instruction and a safe learning environment for participants.

The fees for these programs and activities are retained by the Contractor with the percentage owed to PARC paid back to the facility of use each month (or program/ session, if applicable). Contracts must be established and signed by all required PARC staff prior to the start of contract services. The following outline defines the criteria for each agreement:

## **70/30% Split (70% Contractor – 30% City)**

- Designed for all ages
- Programs/activities that are conducted primarily indoors at a PARC facility.
- Covers upkeep of the rooms, utilities, custodial services, staffing.

## **80/20% Split (80% Contractor – 20% City)**

- Designed for youth aged 17 and under
- Youth programs/activities that are conducted on PARC facility grounds or at parks
- Requires minimal mowing and upkeep of the grounds. (No set up by PARC staff)

## **90/10% Split (90% Contractor – 10% City)**

- Designed for adults 50 years and older
- Cost for the programs/activities covers the cost of materials and is aimed to be affordable.
- Programs/activities that are conducted inside recreation centers or on PARC property
- Classes are instructed by volunteers (no paid staff).

# CONTRACTOR SIGN-UP

1. The process begins by becoming a registered vendor with the City of Austin. Register online at [https://financeonline.austintexas.gov/afo/account\\_services/registration/registration\\_user.cfm](https://financeonline.austintexas.gov/afo/account_services/registration/registration_user.cfm) Instructions are also provided to assist you in completing the online process.
2. Contact the Supervisor(s) for the site(s) where you would like to host your program to confirm availability. After confirming availability with the site(s). Contractors must submit a Class Proposal (Sample found on page 16) describing your program/activity. The Class Proposal is then reviewed for approval by the Contract Instructor Management Team.
3. The Class Proposal is sent to City of Austin Risk Management to determine any insurance requirements. The City of Austin's insurance does NOT cover contract instructors.
4. If insurance is required, Contractors will be notified of any requirements. Upon obtaining the required insurance Contract Instructors will submit a copy of the Certificate of Insurance (COI) for review.
5. The contract holder and all instructors, including substitutes and volunteers, must pass a Criminal Background Investigation (CBI) with fingerprinting before they will be allowed to facilitate programs or activities on PARD property. (See page 10 for Security guidelines)
6. Once all required documents are submitted, a contract is then produced outlining the specifics of the program/activity that the Contractor agrees to facilitate and is sent for review and signatures.
7. After the return of the signed contract, it is forwarded for PARD staff approval and signature. A completed contract will be emailed to the Contractor and the facility Supervisor where the program or activity is scheduled to take place.
8. Upon the receipt of the PARD staff signed contract, Contractors should contact facility to begin programs/activities. The facility staff assists Contractors with the reporting of schedules, rosters, and receiving all payments to the City.

# CONTRACT DOCUMENTS

- **Contract Instructor Class Proposal Form**
- **Certificate of Insurance (if required for programming) \*\***
- **Proof of successful CBI \*\*\***
- **Signed Contract**

\*\* Insurance Requirements will be sent out (if applicable) ~ The Contract Instructor Management team will review all class proposals and determine the insurance required.

\*\*\* Please note that Non-individual Contractor (more than one instructor, including substitutes and volunteers) are required to obtain CBIs for all instructors/ substitutes/ volunteers at Contractor's expense.

## TIMELINE

Contract Instructors should allow a minimum of one month from initial proposal to the proposed start of the classes for contract processing. Any delays in submitting proper documents will delay the process.

**Proposals may be submitted anytime during the year but all Contracts will expire on September 30th**

# SCHEDULING

Instructors are responsible for submitting program or activity schedules through the Class Proposal Form. When programming programs/activities, Contractors should be aware of how holidays may affect schedules.

## **The City of Austin observes the following holidays:**

The date holidays are observed can vary depending on the calendar year. For the most accurate closure information, please contact the sites where programming will be conducted.

<b>Holiday</b>	<b>Date Observed</b>
New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

# COMPENSATION

As a Contract Instructor, **YOU** establish the price for your services based on the pricing provided in Class Proposal. The student fee will be indicated on your contract and is based on what is included on the Class Proposal Form. A price range is suggested in order to be flexible for the market or a drop-in rate for participants that can only attend one program/activity at a time. Pricing may be adjusted but cannot exceed the price range.

# REGISTRATION PROCEDURES

Contract Instructors are responsible for all program/activity registration and financial obligations aligned with accepting registration (ex: receipts, refunds, cancellation notices, etc.).

**Students will pay the Contractor directly.**

The facility Supervisor will inform the contractor which documents are required and the frequency of reporting. The Contract Instructor shall take daily attendance and submit a paper copy of roll sheets to the PARD facility Supervisor. A registration roster that includes participants names and fees collected will be submitted with the payment to the PARD facility Supervisor. The PARD facility Supervisor will receive your payment and provide a receipt.

# MARKETING

As a contract instructor, you are responsible for the marketing of your class and may not place any PARD logos on marketing materials. Do not rely on the City of Austin to market your class or service.

**The PARD Facility you have selected may assist you, but it is up to Contractors to recruit participants. Check with the facility about any flyers, brochures or bulletin board opportunities.**



# PROFESSIONAL STANDARDS & POLICIES

## **Professional Conduct**

While Contract Instructors are not employees of the PARD, they do REPRESENT the City of Austin. To some participants, the Contract Instructor is the only representative of the City they will have contact with in the course of a program or activity. You should strive to conduct yourself in a professional manner at all times including dressing, acting and speaking professionally and supporting both the Department policies and the City's decisions.

## **Course/Activity Cancellation**

If you must cancel a program/activity for any reason, please notify the facility Supervisor no later than 2 hours prior to the change occurring. The Contract Instructor is responsible for notifying their participants that the program/activity has been cancelled. PARD staff will make every effort to post signs cancelling for any participant who was not able to be contacted by the Contract Instructor.

**NOTE— The contract provides the ability to have programs/activities upon availability at the facilities. Programs/activities may be suspended or cancelled for lack of participation or room availability. Proper notice will be given to the Contract Instructor by PARD staff.**

## **Releasing of Minors**

At the end of the program or activity time, the Contract Instructor must not release youth participants to anyone other than the authorized parent, guardian or to an individual authorized by the parent/guardian. The Contract Instructor must stay until all participants have left the facility.

## **Safety of Participants**

The Contract Instructor's primary responsibility is to ensure the safety of participants involved in a program/activity. It is the Contract Instructor's responsibility to know where the first aid kits are located in the facility or provide one if in an outdoor environment.

## **Discrimination and Harassment**

The City of Austin does not tolerate any form or type of discrimination and harassment by, among, or to its representatives. Discrimination and harassment can be defined as any behavior that is disrespectful and causes discomfort to another person, be it physical, verbal, visual, or sexual. Independent Contract Instructors are responsible for their own actions/conduct, and must never engage in discrimination or harassment.

# SECURITY CLEARANCE

Before offering or scheduling a program or activity, the Contractor acknowledges and agrees that all instructors, including the Contractor and all staff, have successfully passed a Criminal Background Investigation (CBI). The Contractor shall comply with all security requirements imposed by the City and shall ensure that all instructors/staff are kept fully informed of these requirements.

**i. Individual or Sole Proprietorship Contractor** (substitutes are prohibited) will be contacted via email to initiate the Criminal Background Investigation process. The Contractor will receive a link to complete a Notification and Disclosure (NAD) form. Once the NAD Form is completed the Contractor will be contacted with next steps to complete fingerprinting. Upon completion of a successful CBI the Contractor will be sent a notification of confirmation.

**ii. Non-individual Contractor** (more than one instructor, including all staff and volunteers) are require to obtain a Certified Criminal Background Report with fingerprinting (referred to as Report) for all instructors, including substitutes (referred to as Personnel), conducting programs/activities on the contract at the **Contractor's expense**.

**\*\* Refer to the memo located on pages [13](#) of this handbook for information on acquiring the CBI/Fingerprinting for Contractor Non-Individuals.**

**\*\* Refer to the insurance requirements located on pages [14-16](#) of this handbook.**



## Contract Instructor Class Proposal for 2023

<b>Name</b>		<b>Address</b>
<b>Business name (DBA)</b>		<b>City, Zip</b>
<b>Website</b>		<b>Main Number</b>
<b>Email</b>		<b>Cell Number</b>
<b>COA Vendor#</b>		

**CURRENT LICENSES, CERTIFICATIONS OR REGISTRATIONS**

**Date Received**

(Please attach current copy)

1.	
2.	

**Instructor Bio** (Years of experience, certifications, trainings. Please attach current resume)

**Class or Program Title:** \_\_\_\_\_

**Facility Preference:** \_\_\_\_\_ (“All” if no preference)

**Program Description** (Be Specific) – Give a brief description of your class/program. Add attachments as necessary (class flyers)

***For Consideration Only - Special Facility Request (Room size, tables, chairs, mats, etc)***

**Class Day Request:** Monday \_\_\_\_\_ Tuesday \_\_\_\_\_ Wednesday \_\_\_\_\_ Thursday \_\_\_\_\_ Friday \_\_\_\_\_  
Saturday \_\_\_\_\_ Sunday \_\_\_\_\_

**# Hours Per Class** \_\_\_\_\_ **Preferred Class Time** \_\_\_\_\_

**Minimum Students Required?** \_\_\_\_\_ **Maximum Students Required?** \_\_\_\_\_

**Age Range this will serve?** \_\_\_\_\_

**Session Price Range:** \$ \_\_\_\_\_ to \$ \_\_\_\_\_ for \_\_\_\_\_ (# of days or classes)  
(Example: \$5 to \$20 for 4 weeks @ 1 class per week)

**Drop-in Price for one class \$** \_\_\_\_\_ **Additional, outside class cost: \$** \_\_\_\_\_

I certify that I have made no misrepresentation in this proposal and I have not withheld information in my statements and answers to questions. I hereby authorize the City of Austin to investigate and verify any representations made by me, either orally or in writing. I hereby release the City, and any individual who provides or obtains information pursuant to this authorization, from any and all liability for damages of any kind which may result to me on account of compliance, or attempts to comply, with this authorization. I am also aware that my proposal is subject to the Texas open records law and may be released as a public document. I also understand that this proposal is the property of the City of Austin.

- Individual or Sole Proprietorship and will be the only one teaching this program & requesting the City of Austin conduct a CBI/Fingerprinting**
- Non-Individual Contractor (more than one instructor, including substitutes & volunteers) I will have additional instructors, personnel or volunteers to help with this program**

**Signature of Contractor:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*(A completed form returned by email will be considered signed)*

**Two ways to return this completed form:**

**Email:** [amy.russell@austintexas.gov](mailto:amy.russell@austintexas.gov)

**Mail:** Austin Parks & Recreation  
Attn: Amy Russell  
200 South Lamar  
Austin, TX 78704

*(For more information – 512-974-3909)*



# City of Austin

## Parks and Recreation Department

Human Resources Department  
200 South Lamar Austin, Texas 78704  
Telephone (512) 974-6700

November 16, 2022

Hello,

Contractors/Vendors/Service Providers working with the City of Austin Parks and Recreation Department (PARC) are required to obtain a Certified Criminal Background Investigation (CBI) Report with fingerprinting for all staff who provide services to a PARC facility at the **Contractors expense**.

The following providers are available to provide the background check and fingerprinting services following the guidelines outlined by the City of Austin.

If you opt to utilize another service provider or want to see if your current background/fingerprinting results are valid, please contact the PARC Human Resources Department at 512-974-6700 or via email at [Pard-HR@austintexas.gov](mailto:Pard-HR@austintexas.gov).

## Step 1: Background Check Provider

**Texas Department of Public Safety** is a service provider you can use to check your employee's background. To perform a criminal history/record search you must create a CRS Public Website Account and purchase credits at your expense for each search you will perform.

**Texas Department of Public Safety Information:**

[http://www.dps.texas.gov/administration/crime\\_records/pages/overview.htm](http://www.dps.texas.gov/administration/crime_records/pages/overview.htm)

**How to Search the Criminal History Database:**

<https://records.txdps.state.tx.us/DpsWebsite/CriminalHistory/About.aspx>

## Step 2: Fingerprinting Service Provider

**Iden-To-Go** is a service provider you can use to obtain background fingerprinting results. This site will inform you how to schedule your fingerprinting appointment and the information you need to take to the appointment with you. When filling out the fingerprinting form, there's an opportunity for the applicant to say where the results can be sent. This is where the applicant can enter the results to be sent to the employer.

Fingerprints are required of all your employees who will be providing service(s) under this contract. If we are renewing the contract and staff were fingerprinted at contract inception or at a previous renewal period, they do not need to be fingerprinted in subsequent years.

**Information:**

- <https://uenroll.identogo.com/>
- Use Service Code 111VVQ

## Insurance Requirements

The following outlines the insurance requirements that **are** required for you to be a Contract Instructor for PARD. Please give this document to your insurance agent. He/she will assist you in meeting the insurance requirements. Additionally, your insurance agent should send PARD a Certificate of Insurance so that we may have verification of your coverage on file.

### A. General Requirements.

- (1). The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract and during any warranty period.
- (2). The Contractor shall forward Certificates of Insurance with the endorsements required below to the City as verification of coverage.
- (3). Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by City shall not relieve or decrease the liability of Contractor hereunder and shall not be construed to be a limitation of liability on the part of Contractor.
- (4). Contractor must submit certificates of insurance for all subcontractors to the City prior to them commencing work on the project.
- (5). Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- (6). All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the following information:

City of Austin  
Parks & Recreation Department  
Attn: Contract Management  
200 S. Lamar  
Austin, Texas 78704

- (7). The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both City and Contractor, shall be considered primary coverage as applicable.
- (8). If insurance policies are not written for amounts specified below, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

- (9). City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- (10). City reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as Contractor.
- (11). Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- (12). Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- (13). The insurance coverage's specified below are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. **Specific Requirements**

- (1) **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverage's A and B. This policy shall cover injury to a participant.
  - (a) The policy shall contain the following provisions:
    - (i). Blanket contractual liability coverage for liability assumed under this Contract and all Contracts related to this project.
    - (ii). Independent Contractor's Coverage.
  - (b). The policy shall also include these endorsements in favor of the City of Austin:
    - (i) Waiver of Subrogation, Endorsement CG 2404
    - (ii) Thirty (30) days Notice of Cancellation, Endorsement CG 0205
    - (iii) The City of Austin listed as an additional insured, Endorsement CG 2010
- (2) **Professional Liability Insurance Coverage.** At a minimum limit of \$100,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as

damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

If you are a sole proprietor, then: Worker's Compensation and Employers' Liability Insurance, does not apply to you.

(3) **Worker's Compensation and Employers' Liability**

**Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

(a) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

- (i) Waiver of Subrogation, Form WC 420304
- (ii) Thirty (30) days Notice of Cancellation, Form WC 420601