

PROPOSED AGREEMENT

**Leander Public Library
Contract Instructor Agreement**

Start Date-

End Date-

NAME _____ (“Contractor”)
IF AN INDIVIDUAL, DOB _____ and SSN _____
IF AN ENTITY: Type of entity _____ and EIN _____

ADDRESS _____

CITY _____

STATE _____ ZIP _____

DAY PHONE _____ NIGHT/CELL PHONE _____

E-MAIL _____

This Agreement is entered into by and between the City of Leander (“City”) Public Library, and the above referenced person/entity (“Contractor”).

1. Class. Contractor agrees to conduct a class titled “_____” (“Class”) at the following times and dates: _____. The Class will be held at _____. Contractor will provide all instruction, instructors, materials and equipment necessary for the Class and will be solely responsible for content and presentation. Materials and equipment must be safe and sanitary. Contractor may request that the City provide storage of Contractor’s class equipment/supplies. Instructors must be owners or employees, not subcontractors, of Contractor. Instructors must be and remain properly licensed or certified if required in order to teach (such as for swimming and aerobics instructors and personal trainers). Contractor will provide copies of the licenses or certifications prior to commencement of the first class and will provide renewal copies on or before the expiration dates of the original documents. Contractor shall provide the names of all instructors who are trained in First Aid, Cardio Pulmonary Resuscitation (CPR) Adult and Child, and Automated External Defibrillator (AED). The City will provide space for the Class and registration for participants, and Contractor agrees to leave the space in a clean and orderly condition after conclusion of each Class, with all equipment/supplies being either properly stored or taken with the Contractor. The City reserves the right to cancel a Class due to insufficient enrollment. Contractor warrants that the Class will be conducted in a skillful and workmanlike manner according to those standards performed by other qualified contractors providing similar services under similar circumstances at the time the services are provided, provided that in no event shall the level of care and skill be less than reasonable care and skill.

2. Payment. The City/Library will pay Contractor a fee for conducting the Class as follows:

An amount equal to ____% of the tuition collected by the City/Library from participants in the Class. The City/Library shall provide payment to Contractor by check or Electronic Fund Transfer no later than fourteen (14) days after the conclusion of all Class sessions (i.e., at the conclusion of the course).

The Class is being offered free of charge and the City/Library shall not provide any compensation to the Contractor.

3. Independent contractor status. Contractor is solely an independent contractor and not an agent, partner, or employee of the City. Contractor is not required to devote full time and attention to the Class in this Agreement. As a result, Independent Contractor is free to work for others and is encouraged to do so. The City/Library shall not control, direct or supervise any of Independent Contractor’s employees in the conduct of the Class described in this Agreement. Contractor is not entitled to any

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rights or benefits to which employees of the City/Library are entitled, including worker's compensation insurance, unemployment insurance, or medical insurance. Contractor will not be treated as an employee for federal tax purposes and is responsible for paying Contractor's income and, if applicable, self-employment taxes, including estimated tax payments. Contractor agrees to indemnify the City/Library from any loss, liability, penalty, interest or other cost or expense, including attorney's fees, suffered by the City/Library in the event Contractor fails to comply with this provision. Contractor has no authority to enter into contracts or agreements on behalf of, or to bind or obligate in any manner whatsoever, the City/Library.

4. Termination. The City/Library may terminate this Agreement at any time for any reason and without cause by providing notice of termination to Contractor. The City/Library shall be responsible for payment only for those authorized services performed by Contractor prior to the notice of termination. Contractor may terminate this Agreement prior to the conclusion of a course only for cause. Cause for termination by Contractor shall consist of a material violation of this Agreement by the City/Library that is not cured after 10 days' notice.

5. Compliance. Contractor agrees to abide by all City ordinances, policies and rules.

6. Background check. Contractor represents that neither Contractor nor any of Contractor's employees (if Contractor is an entity) who will be on City/Library premises in connection with the Class has ever been convicted of, been adjudicated with regard to (including an adjudication of delinquent conduct), pled guilty to, or pled no contest to a criminal charge, or ever received probation or deferred adjudication for a criminal charge, except as follows: _____. Prior to providing any services under this agreement, Contractor agrees to provide the City/Library sufficient information for it to conduct a background check on Contractor and/or Contractor's employees who will be on City/Library premises in connection with the Class. If results of the criminal check indicate that the Contractor or any of Contractor's employees has been convicted of any of the following offenses, such individual will not be considered for employment:

1. A felony or a misdemeanor classified as an offense against a person or family,
2. A felony or a misdemeanor classified as public indecency,
3. A felony or a misdemeanor violation of any law intended to control the possession or distribution of any controlled substance,
4. Any offense involving moral turpitude, or
5. Any offense that would potentially put the City of Leander at risk.
6. In addition, checks of the Texas Department of Public Safety database for the Texas Sex Offender Registration Program will be conducted on prospective Program Staff. If results of the check indicate that an applicant is a registered sex offender, he or she will not be considered for employment.

7. Release of liability and indemnification. Contractor shall properly safeguard against any and all damage, loss or injury, to persons or property that may arise, or be incurred in connection with the Class without regard to whether or not Contractor, its agents or employees has been negligent. Contractor shall assume all responsibility for risks or casualties of every description, for any and all damage, loss or injury, to persons or property arising out of the presentation of the Class; negligence or failure of its employees to comply with this Agreement; arising from action of the elements or from any unforeseen or unusual difficulty. **CONTRACTOR AGREES TO BE SOLELY RESPONSIBLE FOR, AND FURTHER AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY THE CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY LIABILITY, COSTS, CAUSES OF ACTION, OR DAMAGES, INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF OR RELATED TO THE ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BY WAY OF EXAMPLE AND NOT IN LIMITATION, ANY INJURY TO THIRD PERSONS, PROPERTY DAMAGE, OR THEFT.**

8. Insurance. Contractor agrees that it shall secure and maintain Commercial General Liability insurance coverage for the duration of this Agreement and for so long as Contractor conducts the Class in an amount acceptable to the City but not less than one million (\$1,000,000) combined single limit per occurrence and two million (\$2,000,000) annual aggregate, which must be endorsed to include Contractual Liability to satisfy Contractor's obligation under Paragraph 7 above. Contractor shall also procure and shall maintain during the term of this Agreement Worker's Compensation insurance for all of its employees engaged in presenting the Class. The insurance coverages referred to in this paragraph must contain provisions waiving underwriters' rights of subrogation against the City/Library. Contractor shall not commence work until Contractor has obtained all required insurance and the City/Library has approved such insurance policies. The required insurance coverages shall not relieve or decrease the liability of Contractor under the terms of this Agreement. Contractor shall furnish the City/Library with a

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certificate of insurance identifying the City/Library as an additional named insured. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ninety (90) days' written notice has been received by City of Leander." All certificates of insurance and duplicate policies shall contain the following clauses: "Contractor shall have no right of recovery or subrogation against the City of Leander (including its agents, officials, employees, or representatives)," , it being the intention of the parties that the insurance policy so effected shall protect both parties in the primary coverage for any and all losses covered by the above-desired insurance.

9. Miscellaneous. (i) This Agreement may not be assigned by either party, in whole or in part, without the prior written consent of the other party. (ii) This Agreement, represents the entire agreement between the parties. (iii) Contractor has no right to use, and shall not use, the City's or Library's name or logo for advertising, publicity, or promotion without the prior written authorization of the City/Library.

Contractor has read the terms of this Agreement and agrees to the conditions contained as outlined.

_____ OR _____
Name of Business Name of Individual
By: _____ Date: _____
Name of authorized signatory for business
Date: _____

Name(s) of Instructors: _____

_____ Date _____
City/Library Representative Signature

City/Library Representative Printed Name

In connection with this application and Agreement, I have been advised and I hereby consent and authorize the City of Leander 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.

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FOR OFFICIAL USE ONLY:

CERTIFICATE OF LIABILITY INSURANCE PROVIDED ON _____ AND APPROVED ON
_____ BY _____.

CERTIFICATE/LICENSE REQUIRED FOR PARTICULAR CLASS BEING TAUGHT PROVIDED ON _____ AND
APPROVED ON _____ BY _____. RENEWAL DATE: _____.

CRIMINAL BACKGROUND CHECKS OBTAINED ON _____ AND APPROVED ON
_____ BY _____ REGARDING THESE INDIVIDUALS:

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CITY OF LEANDER PARKS AND RECREATION CONTRACT INSTRUCTORS POLICY GUIDE

ATTENDANCE SHEETS _____ (Instructor Initials)

Attendance sheets will be handed out to instructors prior to the beginning of class. If an instructor fails to receive an attendance sheet, or loses the attendance sheet, the instructor must obtain a new copy from the Parks and Recreation Department staff.

For classes with pre-registration: Instructors must check off participants' names at the beginning of each class. If a participant is not listed on the attendance sheet, write in the name. Ask the participant or his/her parent for the class registration receipt issued by the City. Always confirm with the Parks and Recreation Department any participant who is not listed on the attendance sheets before permitting the participant to attend the class. Usually if a participant is not listed on the attendance sheets, it is due to late registration.

For classes with open attendance: For classes that do not require advance registration, the instructor is responsible for having each attendee sign in.

ACCIDENT/INCIDENT REPORTS _____ (Instructor Initials)

Accident/Incident Report Forms must be immediately and completely filled out at the time of an accident. Turn in completed forms to the City's Park and Recreation staff on the same day as the accident occurred. Always call and report serious accidents/incidents to the City once all participants are safe. In the event of a serious emergency, Instructors must call 911 immediately.

PROGRAM EVALUATION _____ (Instructor Initials)

Customer satisfaction is a priority of the City. Program evaluation is a tool used to determine customer satisfaction of a program. It is important that all participants or their parent(s) fill out a program evaluation form at the conclusion of class/session. Instructors are required to turn in all program evaluations and attendance sheets at the conclusion of each program.

CANCELLED CLASSES/BAD WEATHER DAYS _____ (Instructor Initials)

Instructors have the authority to cancel individual scheduled class(es) because of bad weather or other conflicts. In the event of a cancellation, it is the Instructor's responsibility to notify the City and all class participants prior to the scheduled class. The Parks and Recreation staff, subject to its workload, may assist instructors in notifying participants of the cancellation. **It is important for instructors to inform class participants of his or her cancellation policy or procedures on the first day of class as to how the Instructor will handle cancelled classes and schedule make-up classes.**

Please follow these guidelines when canceling a scheduled class:

1. If it is an outdoor class, post a sign on the facility gate stating that the class(es) have been cancelled.
2. For classes with advance registration, notify class participants as early as possible. Home phones and Email addresses are listed on class rosters.
3. Notify City of Leander of the cancelled class(es). Also, arrange with the Parks and Recreation office for class make-up dates and times.

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COURSE CANCELLATIONS _____ (Instructor Initials)

Instructors may cancel a course due to lack of enrollment or for other reasons not later than 7 days prior to the start date of the class. The instructor must give notice of course cancellation to the Parks and Recreational Department Staff prior to this deadline. If an instructor does not provide notice of cancellation prior to the 7 deadline, then the course will continue regardless of enrollment numbers.

PAYMENT PROCEDURES _____ (Instructor Initials)

Contracted instructors will be paid at the conclusion of all classes constituting a course unless other arrangements have been agreed upon before the start of their class. Any such other arrangements must be specified in the Agreement executed by the City and the Contractor. Payment will be issued no later than 14 days after the conclusion of the course.

REFUNDS _____ (Instructor Initials)

Instructors do not have the authority to issue refunds to registrants, or to agree that any participant is entitled to a refund without communication with Parks and Recreation staff. An instructor who receives a request for a refund should refer the individual to the Parks and Recreation Department staff.

STORAGE OF SUPPLIES/ROOM SET-UP _____ (Instructor Initials)

Contactors are not allowed to store equipment on City property without permission of Parks and Recreation Staff.

Any set-ups AND take-downs are the responsibility of the instructor. Instructors should arrive for class before the start time to make sure the class area is set up. All equipment must be returned to the proper storage location before an instructor leaves the site.

CHILD PROTECTION POLICY _____ (Instructor Initials)

It is the intention of the City to provide a safe environment for the physical and emotional well-being of all children participating in City programs. The City will enforce its rules and policies to ensure that all children are safe and well-protected while attending scheduled activities.

The City takes any allegation of abuse or neglect of children or instances of alleged sexual misconduct very seriously and such conduct will not be tolerated. All allegations will be investigated. Contracted instructors shall comply with the following policies at all times, **WITHOUT EXCEPTION.**

1. Instructors may not invite children to their homes or have contact with children outside the class/program without parent/legal guardian and administrative approval.
2. Instructors are not permitted to be alone with individual children. In situations that require a personal conference, the meeting is to be conducted in view of parents/legal guardians or other adults (including their own children).
3. Children are to be released only to their parent/legal guardian or someone designated in writing by the parent/legal guardian.
4. Children should not be touched on any area of their bodies that would be covered by swimming suits.
5. Instructors may not use physical punishment, verbally abusive comments, or denial of necessities (such as food, water or use of the bathroom).
6. Instructors working with young children should be identified by a badge or uniform, which can readily be recognized.
7. Instructors must report immediately to the Parks and Recreation staff any sign of injury or possible child abuse or neglect or sexual misconduct.
8. Instructors are not to transport children (other than their own) in their own vehicles.

OTHER

If you have any questions or concerns, call the Leander PARD office at 512-528-9909