

CITY OF DULUTH PARKS & RECREATION DIVISION Contract Instructor Application



Return completed applications to parks@duluthmn.gov

Instructor Name: Address: Unit/Apt#: City: State: Zip: Email Address: Phone: Website (if applicable): REFERENCES (please list two professional references) Full Name: Relationship: Phone: Company/Business: Phone: Relationship: Phone: Email Address: Phone: Relationship: Phone: Phon	INSTRUCTOR INFORMATION				
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	Worker's Compensation Insurance				

Contract Instructor Proposals: Fall 2020

Below you will find three contract instruction classes being proposed by Duluth Parks and Recreation for the fall of 2020. Please identify what you can offer for instruction two days a week for 4 weeks (Sept 21 – Oct 16) at a park location of your choice. Our intention is to have instructors provide fitness classes such as yoga, Zumba, boot camp, qui gong, aerobics or any other fitness activity a trained contract instructor is excited and willing to provide to members of our community.

Class Proposal Application Criteria

Duluth Parks and Recreation will ensure the following criteria is met when reviewing and approving contract instructor proposals:

- Is not a duplication of an existing class or program that sufficiently meets demand
- Is a class or program that Parks and Recreation does not have the current capacity to facilitate
- Provides an opportunity in a location of town that may have a need for the class or program
- Does not pose an unreasonable safety risk to participants
- Title or subject matter is interpreted as an appropriate City Service consistent with the City's policies, mission, goals and strategic plans
- Registration revenues based on projected class attendance are anticipated to be sufficient to recover costs borne to the City of Duluth
- Does not create an economic hardship for participants
- Does not offer, imply or infer religious instruction, practices or rituals; is not a religious based program or service
- Does not promote alcohol, drugs, firearms or weapons, tobacco products; gambling or sexually explicit materials

Contract Instructor Process

- **1.** Duluth Parks and Recreation will accept Contract Instructor Applications until 4:00pm on August 24. Send complete applications to parks@duluthmn.gov.
- 2. All applications will be reviewed and selected by Duluth Parks and Recreation Staff. Instructors are encouraged to apply for as few or as many proposals as they see fit. For the fall of 2020 we will only be offering three fitness classes facilitated by contract instructors. We are open to contracting with multiple instructors. This is a trial program that we hope to continue in the future.
- **3.** Wednesday, August 26 applicants will be notified if they were selected for contract.
- **4.** Thursday, August 27 applicants that were selected for contract must notify Park and Recreation of their intent to instruct or not instruct the class.
- **5.** Contract Instructors will be contacted directly by a City of Duluth Representative to start the background check process.
- **6.** Contract Instructors will be contacted directly by a Park and Recreation Representative to start the contract agreement process.
- **7.** Once background checks and contract agreements are complete, class promotion and instruction may commence.

Seniors (55+): F	Fitness Class			
Title of Class:				
Description of Class:				
Other Relevant Class Information for Participants: (items to	bring, items to be supplied, clothing to wear, etc.)			
What amenities do you need provided to facilitate this class? (electricity, activity equipment, flat ground, open green space, covered space, printed materials, picnic tables, etc)				
What amenities will you provide to facilitate this class? (speakers, radio, printed materials, activity equipment, etc)				
Class goals and benefits to participants?				
Class Time (1hr max):	Dates: Between 9/21 – 10/16 (TBD)			
Select two days of the week: Monday Tuesday We	dnesday			
Minimum Class Size: 3	Maximum Class Size: 24			
Harrison Park-Miracle Field Hartley Park Irving F	Chambers Grove Chester Park Square Gichi-ode' Akiing Grant Park Lafayette Park Leif Erikson Park Merritt Park Morgan Park in Park Park Point Rec Area Piedmont Park			
Fees: \$ per person / per class This is the amount you are requesting to instruct the class Parks and Recreation will add a nominal administration fee to t Contract Instructor will be paid for each class based on class siz Instructor will invoice Parks and Recreation at the end of the cl Additional Information: (is there additional information you want	e ass series for payment			

Adults (18+): F	itness Class			
Title of Class:				
Description of Class:				
Other Relevant Class Information for Participants: (items to	bring, items to be supplied, clothing to wear, etc.)			
What amenities do you need provided to facilitate this class covered space, printed materials, picnic tables, etc)	ss? (electricity, activity equipment, flat ground, open green space,			
What amenities will you provide to facilitate this class? (speakers, radio, printed materials, activity equipment, etc)				
Class goals and benefits to participants?				
Class Time (1hr max):	Dates: Between 9/21 – 10/16 (TBD)			
Select two days of the week: Monday Tuesday We	ednesday			
Minimum Class Size: 3	Maximum Class Size: 24			
Harrison Park-Miracle Field Hartley Park Irving F Lester Park Leif Erikson Park Memo	Chambers Grove Chester Park In Square Gichi-ode' Akiing Grant Park Park Lafayette Park Leif Erikson Park In Square Grant Park In			
Fees: \$ per person / per class This is the amount you are requesting to instruct the class Parks and Recreation will add a nominal administration fee to a contract Instructor will be paid for each class based on class size. Instructor will invoice Parks and Recreation at the end of the contract Information: (is there additional information you want	ass series for payment			

Families with Youth: Fitness Class				
Title of Class:				
Description of Class:				
Other Relevant Class Information for Participants: (items to bring, items to be supplied, clothing to wear, etc.)				
What amenities do you need provided to facilitate this class? (electricity, activity equipment, flat ground, open green scovered space, printed materials, picnic tables, etc)	space,			
What amenities will you provide to facilitate this class? (speakers, radio, printed materials, activity equipment, etc)				
Class goals and benefits to participants?				
Class Time (1hr max): Dates: Between 9/21 – 10/16 (TBD)				
Select two days of the week: Monday Tuesday Wednesday Thursday Friday				
Minimum Class Size: 3 Maximum Class Size: 24				
What park location(s) would best accommodate the class: (select all that apply) Bayfront Playfront Park Brighton Beach Park Cascade Park Chambers Grove Chester Park Duluth Heights Park Enger Park Franklin Square Gichi-ode' Akiing Grant Park Harrison Park-Miracle Field Hartley Park Irving Park Lafayette Park Leif Erikson Park Lester Park Leif Erikson Park Memorial Park Merritt Park Morgan Park Norton Park Observation Park Old Main Park Park Point Rec Area Piedmont Park Portland Square Portman Park Quarry Park Riverside Park Washington S Wade Stadium Other Park(s):	·k			
Fees: \$ per person / per class This is the amount you are requesting to instruct the class Parks and Recreation will add a nominal administration fee to the fee you identify here on the class proposal Contract Instructor will be paid for each class based on class size Instructor will invoice Parks and Recreation at the end of the class series for payment Additional Information: (is there additional information you want to tell us about this class, participant material fees, etc?)				

CONTRACT INSTRUCTOR INFORMATION

Absences

If an instructor is ill or unable to meet with his/her class, the instructor must notify their Parks and Recreation Representative as soon as possible. It is the Instructor's responsibility to notify participants of a class cancellation of this nature.

Accident & Incident Reports

In the event that an Incident/Accident does occur during your program, an Incident/Accident Report must be completed and submitted to the Parks and Recreation Representative by noon the next business day. It is the Contract Instructor's responsibility to have a first aid kit on site. For serious accidents, DO NOT MOVE the injured participant, and call 9-1-1. If a child is involved, notify the parent/guardian immediately, and then contact your Parks and Recreation Representative. All accidents and incidents must be reported, no matter how minor they may appear.

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 Duluth 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.

Background Checks

To expedite the Contract Instructor agreement for the fall 2020 season we will be conducting background checks on all applicants before Contract Instructor proposals are selected. This will ensure enough time to complete the background check and hold the class before shorter days with less daylight descend upon us.

Cancellations

The City of Duluth reserves the right to cancel, combine or divide classes, change the time, date or location of classes, and make other changes which become necessary to ensure a quality experience for the participants. If the Parks and Recreation Department cancels your class, the Department will notify participants and issue any necessary refund. This includes a class cancellation due to inclement weather.

Contract Instructors are responsible for contacting the Parks and Recreation Representative at least five (5) business days before the class starts to cancel a class. If a Contract Instructor cancels, they are responsible for informing students as well.

Discrimination and Harassment

The City of Duluth has a strong policy against 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. Contract Instructors are responsible for their own actions/conduct, and must never engage in discrimination and harassment.

Fees

Class fees are calculated by adding a nominal administration fee on top of the fee identified on the Contract Instructor Agreement. Parks and Recreation will retain the administration fee and at the end of the class series, the instructor will invoice Parks and Recreation to be paid for their services.

The City of Duluth will not withhold money for social security or federal income tax. It is the contractor's responsibility to satisfy any taxes due by the contractor in an appropriate manner

Parks and Recreation will process all participant fee transactions through the class registration process. Instructors will not manage any fee transactions for the class.

Indoor Facilities

Instructors may receive facility access by being issued a City Proxy Card at the discretion of the Parks and Recreation representative. These cards cannot be loaned or issued to anyone other than the authorized instructor. Facility access is only allowed for instructing classes. Any other use of a City facility is considered unauthorized and will result in the termination of the contract. Contract Instructors may not store any materials or equipment at City facilities.

Liability

All participants will engage in a hold harmless agreement through the City of Duluth. Instructors are encouraged to provide their own liability insurance and worker's compensation insurance.

Pandemic Operations Plan

Duluth Parks and Recreation will create a pandemic operations plan for each activity facilitated by a contract instructor. Contract instructors are required to follow all safety requirements as detailed in the plan. For all instructors and participants, the plan will include, but is not limited to:

- Use of hand upon arrival and departure of the class
- Facemask use is upon arrival and departure of the class
- Face mask use is required if social distancing cannot be achieved
- Facemask use is required for all indoor spaces
- Social distancing is required at all times and
- Instructor will evaluate the health participants upon their arrival by asking COVID health questions and/or taking a temperature with a thermometer provided by Duluth Parks and Recreation
- Anyone that is symptomatic will be required to leave the class along with anyone that arrived with the symptomatic participant and/or lives in the same household

Personal Business

Contract Instructors are not allowed to solicit personal services or sell items to participants, guests, or staff. The Contract Instructor may not receive or make business phone calls while performing services.

Promotion

Duluth Parks and Recreation will promote your class through social media, the Parks and Recreation website and our seasonal activities catalog. Duluth Parks and Recreation will notify the Contract Instructor when they can start promoting class registration if they choose to do so. All promotions must indicate that this is a Duluth Parks and Recreation activity.

Registration

Participants will enroll in the class through Duluth Parks and Recreation online reservation system. Contract Instructor will not manage class reservations. No drop-in participants will be allowed. Instructor will receive a class roster from Duluth Parks and Recreation the day of the class.

Releasing of Minors

At the end of the activity time, the Contract Instructor must not release children to anyone other than the authorized parent, guardian, or to an individual authorized by the parent. Never release a child to someone who is unknown to the child or to whom the child expresses fear or uncertainty. The Contract Instructor must stay until all participants have left the park or facility.

The Contract Instructor should contact the parent or guardian if a child is not picked up. If you cannot reach a parent or guardian and more than 15 minutes go by, the Instructor should contact the Parks and Recreation Representative during business hours and Duluth Police Department after business hours. Instructor should stay with the child until a Parks and Recreation Staff, police officer or the parent/guardian arrives.

Representing the City through Professional Conduct

It is imperative that Contract Instructors be helpful and courteous at all times. The City of Duluth 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 and may result in termination of the contract.

Safety of Participants

The Contract Instructor's primary responsibility is to ensure the safety of participants involved with the activity. If any aspect of the area appears unsafe, it is your responsibility to notify Staff and to take actions that will ensure participant safety.

Substitutes

Substitutes are not allowed unless the Instructor Contract Agreement identifies more than one instructor for the class and a background check has been conducted for all listed instructors.

Supply/Material Fees

The Contract Instructor will determine participant 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 participants to the appropriate source, or build the cost of supplies into the class fee.