

# Snohomish County Parks and Recreation



## Contract Recreation Instructor Handbook



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(425) 388-6600

## **Welcome to Snohomish County Parks and Recreation**

This handbook is designed to acquaint individuals interested in teaching a class with Snohomish County Parks and Recreation. We hope that most of your questions are addressed in this manual.

Leisure and educational opportunities are one of the main goals of our department. Offering special interest classes in a variety of areas is one way to meet this goal in our community.

Please review this manual; the information on the following pages offers suggestions and ideas, as well as departmental policies and procedures you will need to follow once you become contracted with the department.

Your comments and questions regarding this handbook or the program are welcomed. We look forward to meeting with you regarding your interest.

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## **WANT TO TEACH A CLASS FOR SNOHOMISH COUNTY PARKS & RECREATION?**

Often, a person has a special interest in an area that he or she wants to share with others. If you have the special skill and patience needed to teach others, let us know!

When you first consider teaching a class for us, please be prepared. A resume, highlighting your expertise in the area you wish to instruct is one way to get our attention. Completion of the class proposal sheet is required so we can find out about your expectations. Lesson plans are needed so we can see how your students can achieve their goals. Personal references show us who knows about your ability to teach the skill. Completing the class proposal sheet should give you an idea of how your class will go and help you decide if this is more work than you anticipated.

It should be emphasized early on that individuals seeking to partner with Snohomish County Parks and Recreation will need to demonstrate prior to the start of service.

- Insurance naming the county as additional
- WA State Business License
- Other

When you have completed the class proposal sheet, contact the Recreation Supervisor for an appointment. The meeting will last around 20 minutes and you will be asked questions regarding your class. This is a good time to ask questions regarding publicity, facilities, etc. Your class may be approved if it falls within our departmental philosophy for recreational/leisure classes (pending available space) and if County staff determines that there is a need and demand for the class from the community.

Enclosed please find the Class Proposal sheet for your use. It must be completed before your class can be considered.

## **ACCEPTED AS AN INSTRUCTOR – WHAT IS NEXT?**

Your class proposal has been approved, now comes the paperwork! The County requires the following from all instructors:

- Contract (will be sent to you prior to the start of your class). Note- the time required to write and put into force any contract can vary from two to four weeks.
- Verification of WA State Business License
- Verification of Insurance which names the county as additional
- Compliance with WA State Background check
- Marketing

Your status as an instructor with the county is that of an independent Instructor. Criteria established by the Federal Government determine the difference between an independent Instructor and a paid hourly employee. This information is available to you upon request. You will not be eligible for social security, worker's compensation or retirement benefits. Federal and State taxes will not be taken from your check; the County will report our income to the IRS on a 1099 form as the end of the year. Other information is included on the contract; please read it carefully and know what you are signing.

The County is self-insured and only covers activities engaged in by its employees. An independent Instructor is not an employee of the County, so other coverage must be obtained by you.

\$1,000,000 liability insurance is required. A Certificate of Insurance [Acord 25 Form] listing the County as additionally insured must be on file with the Recreation Supervisor one week prior to the first day of class. The following terminology must appear on the description: *“Snohomish County, including its Officer, Elected Officials, Agents and Employees are named Additional Insured.”*

A sample Contract Instructor Agreement is attached. Your contract will be very similar and will be drafted for your particular situation. Please look it over and don't be afraid to ask questions!

If you or your employees will have supervisory or disciplinary authority over minors as part of your class activities, you will need to comply with the WA State Criminal History Information Child/Adult Abuse Information Act. RCW 43.43.830 through 43.43.845.

## **MONEY**

The most frequently asked question deals with money.... How much will I make?..... How much should I charge for my class?.... How much should I charge for materials?.... (etc)

How much will I make as an instructor? Currently the county pays for “indoor activities” a 60/40 ratio. I.e. Instructors receive 60% of the gross activity fee. Outdoor activities are currently set at a 70/30 ratio. I.e. Instructors receive 70% of the gross activity fee.

These percentages can be negotiated and are subject to change in the future.

The remainder of the revenues goes to the Parks and Recreation department for administrative costs, facility rental, promotion and supplies. Instructors will not be given a percentage of any additional fees added on the regular class fee (i.e. materials, insurance, etc). If costs to the County become prohibitive, you may be required to either increase your registration fees or take a smaller percentage. Should this occur, you will be notified as indicated in the contract. The County will pay you at the conclusion of your class session according to the Counties Manual Warrant Schedule.

Who will collect the money? All class fees are collected by the Parks and Recreation Department. It is the responsibility of the Instructor to assure that all participants have paid the class fee. Department staff will provide Instructors with class rosters. Class rosters should be used to verify that fees have been paid.

**SAMPLE CLASS ROSTER**

**Activity Roster (Brief)**

**My Toddler and I Early Childhood Music - AC-MU-T11**

Dates: 10/16/08 to 12/11/08      Season: FALL/WINTER 2008      Ages: 1 to 3      Enrolled: 8  
 Time: 10:00 AM to 10:30 AM      Term      Enroll Min/Max: 8 to 15      Holds: 0  
 Weekdays: Th      Site: Internet Site - Snohomish County      Waiting List: 0      Team Placeholders: 0  
 Type: Classes      Location: WT Gary Weikel Room - South      Total: 8  
 ActivityCategory/ActivityCategories: Family Programs      Open: 7

**ROSTER Transactions Shown Only**

#	Enrollee Name	Tx	Qty	Age	Gndr	Home Phone	Work Phone	Receipt #	Team Name	Area
						Ist Contact Name	Ist Contact Phone			
1	<del>Demetrius, Ekwanary</del>	AN	1	3.0	F	(425) 324-9994		1006241.001		
2	<del>Christopher, James</del>	AN	1	1.7	F	(425) 364-0999	(425) 364-0999	1006282.001		
3	<del>George, Christopher</del>	AN	1	2.3	F	(360) 560-9927	(425) 291-4426	1006291.001		
4	<del>James, Robert</del>	AN	1	1.7	M	(425) 384-7740		1006261.001		
5	<del>Miguel, Dexter</del>	AN	1	1.8	M	(425) 422-8729	(425) 344-8994	1006258.001		
6	<del>Scottie, Jonathan</del>	AN	1	1.7	F	(425) 326-4442	(425) 326-4442	1006253.001		
7	<del>Stephen, Matthew</del>	AN	1	1.8	F	(425) 379-6602	(206) 418-8824	1006242.001		
8	<del>Walter, Brandon</del>	AN	1	1.8	F	(425) 292-9997	(425) 790-9969	1006292.001		
						<del>Grace, Victoria</del>	(425) 364-6004			

AC = Enrollment from team contact payment	AP = Enrollment from ProActive	PH = Deposit with hold
AD = Enrollment from a deposit	AT = Enrollment from a transfer	PN = Deposit with no hold
AH = Enrollment from team place holder	AV = Enrollment from direct	RV = Withdrawal with a refund
AL = Enrollment from lottery	AW = Enrollment from the wait list	TV = Withdrawal from a transfer
AM = Team place holder enrollment	AY = Enrollment from ProActive with no hold	WA = Wait list with no hold
AN = Normal enrollment	CV = Withdrawal with a credit	TR = Trial class enrollment

## **HOW DO I GET THE WORD OUT ON MY CLASS?**

The key to a successful class is how well you market what you have to offer. The Parks and Recreation Department can assist you in several ways on publicizing your class; if you have other ideas, please let us know!

The Recreation Supervisor will submit your class information for inclusion in the Departments brochure (available at the Community Center and online at [www.snocoparks.org](http://www.snocoparks.org) ), send out news releases and public service announcements, and submit information to other media as applicable. This will be accomplished routinely. Please feel free to make contact on your own to the media. A personal contact by you may make more of an impression than one of our regular news releases.

## **WHERE DOES MY CLASS MEET?**

Facility rental of most County facilities must be requested in advance of your class. Any changes will need to be made via the permit process or an amendment can be made to your contract. The facility will be opened by a staff member prior to the start of your class.

## **OTHER IMPORTANT ITEMS**

1. You must show up for the first class meeting (except one day workshops), whether or not there are pre-registered students. We have found that some students do not pre-register with us, so it is important that you make the first meeting. If less than the minimum number of students is present, you have the option to cancel the class at that time. Classes will not be canceled prior to the first meeting unless extenuating circumstances warrant this action. For classes held as single day workshops, the instructor must notify the Recreation Supervisor two working days prior to the class day if they want to cancel the class; otherwise, the instructor is expected to show up to the workshop.
2. If you are late or unable to make your class, please contact the Recreation Supervisor or the community center immediately! You should make an effort to contact your students in the event of an absence. Make-up dates are to be arranged with the Recreation Supervisor as soon as possible.
3. If your students are attending but not paying for the class you are teaching them for free. Students not paying by the second class meeting are to be dropped from the class. You are paid only from the revenues we receive.
4. Refunds may be issued at the request of the student. All refunds will be pro-rated after the first class meeting and will be assessed a \$10.50 processing fee. The \$10.50 processing fee will be waived in the event a class is canceled by the department.
5. In the event of a seriously injured participant, follow all proper first aid procedures according to the level of your certified training. If you are not trained in first aid, then your immediate action is to report the situation to center staff. You will need to notify the Recreation Supervisor immediately if a student is injured during your class regardless of the severity. Additional paperwork will be required to follow up on any injury.
6. All instructors should check class enrollments two working days before the first class meeting. Instructors must make a decision at that time whether or not they are going to hold the class. If enrollment is low and the instructor does not cancel, they are responsible for holding the class, and will not be able to cancel at a later time. If enrollment drops below class minimum, less than 48 hours before the class, the Recreation Supervisor will notify the instructor and ask if class is still being held. Instructors should come to the Parks and Recreation office to pick up a class roster. If an instructor chooses to cancel a class, the class will be canceled in the registration system; those who signed up for the class will be notified and refunded by the department.
7. Snohomish County Parks and Recreation reserve the right to cancel classes for any reason.

**INFORMATION SHEET FOR PROPOSED RECREATION CLASS**

Please complete the information on this sheet and return to our office as soon as possible. Thank you!

Name of proposed class: \_\_\_\_\_

Instructor: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City/Zip: \_\_\_\_\_

WA State Dept of Revenue Legal Entity Name: \_\_\_\_\_

UBI #: \_\_\_\_\_ Owner Type: \_\_\_\_\_

Brief Program Description: (Recommended brochure content)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Staff Qualifications: List all staff (including you) with program leadership responsibilities. Staff should be listed from most experienced to junior staff. Detail qualifications for this program plus CPR/First Aid Certifications dates for each person.

Name: \_\_\_\_\_ CPR Date: \_\_\_\_\_ First Aid Date: \_\_\_\_\_

Experience: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_ CPR Date: \_\_\_\_\_ First Aid Date: \_\_\_\_\_

Experience: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Name: \_\_\_\_\_ CPR Date: \_\_\_\_\_ First Aid Date: \_\_\_\_\_

Experience: \_\_\_\_\_

Proposed days for your class to meet: \_\_\_\_\_

Time From: \_\_\_\_\_  AM  PM To: \_\_\_\_\_  AM  PM

Room/Area/Park you would like to see your class held: \_\_\_\_\_

Fee you recommend charging: \$\_\_\_\_\_ per  Class  Month  Session

Is there a materials charge?  Yes  No If Yes, how much is the fee? \$\_\_\_\_\_

What does the materials fee cover? \_\_\_\_\_

Total number of weeks your class will meet: \_\_\_\_\_

Minimum number of participants needed for your class to be held: \_\_\_\_\_

Maximum number of participants you can handle: \_\_\_\_\_

Age level of students (if you are teaching children also, indicate youngest to highest age appropriate for the class): \_\_\_\_\_

Is there a specific skill level you would prefer to teach?  Yes  No

If "Yes", indicate which level you will be teaching: \_\_\_\_\_

Are there any special clothing or materials that are required by the student in order to participate in the class? \_\_\_\_\_

What are the estimated costs per student to obtain special clothing or materials? \$\_\_\_\_\_

Class Description: \_\_\_\_\_

Goals and Objectives you intend to achieve in teaching your class: \_\_\_\_\_

\_\_\_\_\_

Course Outline: \_\_\_\_\_

\_\_\_\_\_

Please indicate your background and experience as it relates to this class (attach if necessary):

\_\_\_\_\_

\_\_\_\_\_

Please list three references from people who know of your abilities to teach this class (references will be checked so please list accurate phone numbers and addressees):

1. \_\_\_\_\_  
Name Address City Phone
2. \_\_\_\_\_  
Name Address City Phone
3. \_\_\_\_\_  
Name Address City Phone

Please attach two sample lesson plans from your course to this form.

After review of the information you have provided and your references checked, you will be contacted by the Recreation Supervisor. Completion of this information form does not imply a contract/ Therefore, no guarantees can or will be made for the propose class to be offered by Snohomish County Parks and Recreation.

# **SAMPLE CONTRACT RECREATIONAL INSTRUCTOR AGREEMENT**

CONTRACTOR:

ADDRESS:

COUNTY AGENCY: Parks and Recreation

PROJECT:

AMOUNT:

FUND SOURCES:

DURATION:

CONTACT PERSON:

## **CONTRACT FOR SERVICES**

THIS AGREEMENT is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and XXXXXX (the "Contractor"). For and in consideration of the mutual promises set forth below, the parties agree as follows:

1. Contractor Obligations. The Contractor shall teach XXXXXX classes, at XXXXXX as described in Schedule A, attached hereto and incorporated herein by this reference. In the event there are less than five (5) participants in any class, said class shall be cancelled. Upon cancellation under the preceding sentence, the parties' obligations hereunder as to the cancelled class shall be relieved.
2. County Obligations. The County will provide class advertising, registration services, and classroom space. [and XXXXXX]
3. Time of Performance. The Contractor will provide services under this agreement on the following dates:  
XXXXXX
3. Compensation.
  - A. The County will pay the Contractor XXXXXX and no/100 DOLLARS (\$XXXXXX) per participant enrolled in each class. The total amount paid under this contract shall not exceed \$ XXXXXX.
  - B. The Contractor shall submit monthly invoices to the County, by the 10th day of the month following the month of service.
  - C. The County will pay the Contractor the amount invoiced thirty (30) days after receipt of invoice from the Contractor and County approval pursuant to Section 7.
  - D. The County will withhold a pro rata portion of the total compensation for each class which the Contractor does not attend.
4. Direction and Control.

Contractor agrees that Contractor will perform the services under this contract as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this agreement. County shall only have the right to insure performance.

5. Changes.

No changes or additions shall be made in this contract except as agreed to by both parties and reduced to writing and executed with the same formalities as are required for the execution of this agreement.

6. County Review/Approval.

Upon completion of any work or services performed pursuant to this agreement, the County may, following review by the County, accept the work or reject it, or request modifications or additions as it deems appropriate. Payment for such work will not be made until the work is accepted by the County.

7. Access to Books/Records.

The County may, at reasonable times, inspect the books and records of the Contractor relating to performance of this agreement. The Contractor shall keep all records required by this contract for seven (7) years after termination of this agreement.

8. Hold Harmless.

The Contractor shall protect, save harmless, indemnify, and defend, at its own expense, Snohomish County, its elected and appointed officials, officers, employees, and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance of this contract, including claims by Contractor's employees or third parties, except for those damages solely caused by the negligence or willful misconduct of Snohomish County, its elected or appointed officials, officers, employees, or agents. The Contractor's obligation shall include, but not be limited to, investigation, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory, or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

9. Insurance Requirements.

a. The Contractor shall obtain, and maintain continuously for the term of this contract, at its own expense, Commercial General Liability Insurance to indemnify for the activities and services of this contract, with a carrier subject to the approval of the County. Minimum limit of coverage shall be \$1,000,000 per occurrence. Insurance coverage shall be primary insurance.

b. The County shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the County.

c. The Commercial General Liability policy shall not contain any exclusions for participants or program activities.

d. The Contractor shall provide the County Risk Management Division with a Certificate of Insurance and the additional insured endorsement. Approval of insurance is a condition precedent to full execution of this contract.

10. Compliance with Laws.

The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this contract.

11. Termination.

a. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within five (5) days' written notice to do so by the County, the County may terminate this contract, in which case the County shall pay the Contractor only for the costs of services accepted by the County pursuant to paragraph 4 above.

b. The County may terminate this contract upon thirty (30) days' written notice to the Contractor for any reason other than stated in subsection 'a' above, in which case the County shall pay the Contractor for all services accepted by the County pursuant to paragraph 4 above.

c. Termination shall not affect the rights of the County under any other paragraph herein.

12. Non-assignment.

The Contractor shall not subcontract or assign any of the rights, duties, or obligations covered by this contract without the prior written consent of the County.

13. Conflicts Between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text of this agreement, the text shall prevail.

14. Governing Law and Venue.

This contract shall be governed by the laws of the State of Washington. The parties stipulate that any lawsuit regarding this contract must be brought in Snohomish County, Washington.

15. Severability.

Should any clause, phrase, sentence, or paragraph of this agreement be declared invalid or void, the remaining provisions of this agreement shall remain in full force and effect.

16. Entire Agreement.

This contract constitutes the entire understanding of the parties. Any written or verbal agreements not set forth in this contract or incorporated by reference are expressly excluded.

18. Scholarships.

The County may award individual scholarships. The scholarship policy could be 25% or up to 50% reduction of the class fee based on income and family size calculated on the County Scholarship Application form. The Contractor agrees to reduce the payment for (#)XXXXXX student(s) per class.

19. Criminal Background Check.

Contractor must submit a completed Washington State Patrol Background Check and have a "Successful passage" as defined in this section. Contractor hereby warrants that it has conducted a criminal background check for any employee, agent or other person performing services for the County on behalf of the Contractor pursuant to this Agreement, and hereby warrants the successful passage of said criminal background check by the employee, agent or other person. The criminal background check required hereby shall occur no earlier than thirty (30) days prior to the provision of said services by the employee, agent or other person. For purposes of the section, "Successful passages: means that Contractor's criminal background check of the employee, agent or other person has revealed no conviction or other adverse disposition for any crime against persons, including but not limited to murder, kidnapping, manslaughter, assault, battery, rape, arson, robbery, burglary, child molestation, indecent liberties, harassment or stalking. In additional, "successful passage": means that the Contractor's criminal background check of that the employee, agent or other person reveals no findings against the Contractor in a civil adjudication proceedings a defined in RCW 43.43.830.

"COUNTY"  
SNOHOMISH COUNTY

"CONTRACTOR"  
XXXXXX

By: \_\_\_\_\_  
Parks and Recreation Director Date

By: \_\_\_\_\_  
Date

Print Name: \_\_\_\_\_  
Reviewed by Risk Management:  
 Approved  Other

\_\_\_\_\_  
Date

**SCHEDULE A**

- A. Course Title(s):**
  - 1) XXXXXX
  - 2) XXXXXX
  
- B. Detail Course Description:**
  - 1) The Instructor will teach XXXXXX
  - 2) XXXXXX
  
- C. Course Objectives:**  
The objective XXXXXX
  
- E. Learning Outcomes:**  
XXXXXX
  
- F. Participant Ages:** XXXXXX
  
- G. Class Session Length:** XXXXXX
  
- H. Classes to be held:** XXXXXX
  
- I. Days:** XXXXXX
  
- J. Dates:** XXXXXX
  
- K. Start/End Time:** XXXXXX
  
- L. Minimum number of students:** XXXXXX
  
- M. Maximum number of students:** XXXXXX
  
- O. Lab Fee or Supplies Fee:** \$ XXXXXX
  
- P. Supplies:** Contractor provides necessary supplies