



**City of Lancaster**  
**Quality of Life and Cultural Services Department**  
1700 Veterans Memorial Pkwy, Lancaster, TX 75134 · 972-218-3702

## Contract Instructor Checklist

Instructor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Recreation Supervisor: \_\_\_\_\_

**STEP**       When completed

- Contract Instructor Application
- Class Information Sheet
- Contract Instructor Information Sheet
- Contract Agreement for Instructor Services
- Form CIQ – Conflict of Interest Questionnaire
- W9 Form
- Instructor Credentials and/or certificate
- Recreation Center Safety Rules and Regulations
- How to report and accident
- Quarterly Instructor and Class Evaluation



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**Contract Instructor Application**

Position Applying For: \_\_\_\_\_

Name: \_\_\_\_\_  
                                    Last                                      First                                      Middle

Address: \_\_\_\_\_  
                                    Street #                                      City/State                                      Zip

Phone: \_\_\_\_\_  
                                    Cell                                      Home                                      Work

Social Security/FEIN: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_  
                                    Name                                      Relationship                                      Phone

Highest Level of Education: High School/GED            Some College    Bachelors    Masters    Other Advanced Degree

Please describe any advanced training you may have:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please list relevant skills:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please List Three (3) Professional References:  
Name                                      Phone Number                                      Relationship  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that the statements contained herein are true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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**Class Information Sheet**

SESSION:    ♦ WINTER   ♦ SPRING   ♦ SUMMER   ♦ FALL/HOLIDAY

Instructor Name: \_\_\_\_\_

Date Submitted \_\_\_\_\_

Street \_\_\_\_\_

City/State \_\_\_\_\_

Zip \_\_\_\_\_

Home \_\_\_\_\_

Cell \_\_\_\_\_

Work \_\_\_\_\_

CAN YOU BE CONTACTED AT WORK?     YES     NO

CLASS TITLE: \_\_\_\_\_ Course Fee \_\_\_\_\_

ADULT    YOUTH   AGE OF PARTICIPANTS (If applicable): \_\_\_\_\_

DAY(S) \_\_\_\_\_ TIME \_\_\_\_\_  AM    PM

ENROLLMENT: MINIMUM \_\_\_\_\_ MAXIMUM \_\_\_\_\_

BRIEF CLASS DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EQUIPMENT NEEDED: \_\_\_\_\_

CLASS TITLE: \_\_\_\_\_

ADULT    YOUTH   AGE OF PARTICIPANTS (If applicable): \_\_\_\_\_

DAY(S) \_\_\_\_\_ TIME \_\_\_\_\_  AM    PM

ENROLLMENT: MINIMUM \_\_\_\_\_ MAXIMUM \_\_\_\_\_

BRIEF CLASS DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EQUIPMENT NEEDED: \_\_\_\_\_



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**Contract Instructors Information Sheet**

**Contract Instructor's Responsibilities**

- Provide all material/supplies needed to conduct class/program.
- Request, in advance, any special requirements to conduct the class/program.
- Inform center staff in writing of any concerns regarding classroom condition.
- Ensure that all participants of classes obtain a valid Recreation membership, and present it upon entering program
- Submit accurate class attendance sheets and rosters to Recreation Staff.
- Notify center staff of all program cancellations and scheduled vacations as soon as possible.
- Contact participants directly if a program/class is cancelled.
- Produce all marketing and promotional materials for the class/program.
- Submit promotional materials to Recreation Supervisor for approval prior to distribution.
- Enforce a positive environment for all participants.
- Be respectful of center equipment.
- Assume responsibility for all program participants and spectators.

**Quality of Life and Cultural Services Department Responsibilities**

- Make room(s) accessible and available at the scheduled class/program time.
- Be sure that all materials from previous programs/classes have been removed and classroom is clear of clutter and disorganization.
- **Assist** in promoting the class/program (i.e.: include in center brochure, flyer postings, and bi-annual postings on the outdoor marquee).
- Collect and deposit participant payments within a timely manner.
- Process instructor's check request upon receipt of required documentation.
- Report and submit work orders for repairs needed to maintain a safe, healthy working condition.
- Provide adequate notice in the event of building closure(s).



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*Please read this agreement, fill in the appropriate blanks, and sign.*

This agreement is made by and between \_\_\_\_\_ (Instructor) and the City of Lancaster Quality of Life and Cultural Services Department (City). The City hereby contracts with the Instructor to provide proper instruction for specified classes/programs for its qualified participants. This agreement will begin \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ and terminate on September 30, \_\_\_\_\_.

1. The contract fee will be **70%** of gross registration fees collected by the City. Gross registration fees represent the total fees collected for classes or programs. This will be the only compensation received from the City for this service.
2. The fees for each session/class shall be set by the Instructor upon prior approval by the City. The Instructor shall not accept any compensation or payment from any other sources other than the City for services conducted pursuant to this agreement except for any previously agreed upon supply fees. The City will be responsible for accepting all monies and registration for classes/activities unless agreed to in writing prior to the start of the first class.
3. Instructor acknowledges that Instructor is an independent contractor of the City and that Instructor is not an employee, agent, official, or representative of the City. Instructor shall not represent, either expressly or through implication, that Instructor is an employee, agent, official, or representative of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Instructor. Instructor is not eligible for insurance coverage or worker's compensation coverage as a result of the independent contractor status with the City, its agents, servants, officials, and supervisors in the event of any accident, injury or death that may occur as a result of instruction of recreation classes.
4. Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.
5. Instructor is responsible for all operations of the class/activity indicated above including planning, purchasing materials and supplies, production of program materials, etc. Instructor may advertise with prior consent of City and provide services to persons other than the City. City may offer classes similar to those provided by Instructor and may use other instructors or its own employees to conduct the same services as Instructor.
6. Instructor is responsible for hiring and paying all assistants necessary for conducting class/activity based on safe staff/participant ratio operating practices and local, state, and federal standards, and will assume responsibility for assistant's actions. Instructor will be responsible for providing qualified substitutes and notifying City of any such change. In the event a qualified substitute cannot be secured, Instructor will be responsible for notifying the City and participants of any temporary change in the normal class schedule. Instructor must begin and end class/activity as scheduled.
7. Instructor is responsible for all set up and preparation of assigned class areas. Instructor is also responsible for take down and clean up of assigned areas including, returning furnishings to original location, cleaning tables and chairs, sweeping, vacuuming, removal of trash and debris from building.
8. Each participant in every class/activity must be properly registered for said class/activity with the City. The Instructor shall not allow any participant to take part in any class/activity unless properly registered for the class/activity with the City without prior approval of center supervisor.

9. This Instructor shall comply with the policies and procedures of the City, Lancaster Parks and Recreation Division, and all other Federal, State, and local laws.
10. The City encourages people of all abilities to participate in recreation activities together and to register for classes that are of interest to them. Lancaster Parks and Recreation strives to promote activities that will provide a positive, independent leisure experience through standard, specialized, adapted, and inclusive programs. The instructor, with the help of a therapeutic recreation professional, must allow any individual to take part in any scheduled classes.
11. Instructor is responsible for course curriculum. Instructor will make no changes to curriculum without written approval from City. The City reserves the right to alter program titles and descriptions to meet marketing and media requirements.
12. City reserves the right to cancel classes/activities due to insufficient enrollment.
13. The City shall conduct a criminal background check on the Instructor and this agreement may be amended or terminated if Instructor has a history of criminal convictions. The City may also suspend or terminate this Agreement at will and without cause by giving written notice to the Instructor. In the event of termination, the Instructor shall receive payment based upon a pro-rated basis, for classes taught up to notice of termination, less any damages incurred by the City for default.
14. The Instructor agrees to indemnify, hold harmless and defend the City of Lancaster, its officers, agents, and employees, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses (including court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Instructor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from negligence of the Instructor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of the Instructor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

**It is the express intention of the parties hereto, both the City and the Instructor, that the indemnity provided for in this Contract indemnifies and protects the City from the consequences of the City's own negligence.**

The Instructor further agrees to exercise at all times reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence or other fault of the Instructor, its officers, agents, employees, subcontractors, licensees, invitees, or other person associated with the Instructor.

The Instructor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Instructor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived.

I have read the provisions of this agreement and agree to the terms of these provisions:

Instructor Signature	Instructor Full Name	Birthdate
Phone Number _____	Social Security # _____	DL# _____
Address: _____		
Street	City	Zip Code
Supervisor, City of Lancaster Quality of Life and Cultural Services		Date



# STATE OF TEXAS – FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE

## For A Vendor or Other Person Doing Business with the City of Lancaster

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose on this form the vendor name, person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, the questionnaire must be filed with the Purchasing Agent of the City of Lancaster not later than the 7<sup>th</sup> business day after the date the person becomes aware of the facts that require the statement to be filed.

Please return the completed form to City of Lancaster, Attn: Purchasing, PO Box 940, Lancaster, TX 75146.

See Section 176.006 of the Local Government Code for further details. Note: A person commits an offense (Class C misdemeanor) if the person violates Section 176.006.

A City of Lancaster employee or officer is defined as a member of the Lancaster City Council, Lancaster Economic Development Corporation Board of Directors, Lancaster Recreational Development Corporation Board of Directors, Housing-Finance Corporation Board of Directors, and any employee of the City that makes purchasing decisions or recommendations regarding the use of funds of the City or said corporations.

Please provide the following information:

1.

Company Name:	
Representative Name:	
Address / Phone:	

2. Check this box if you are filing an update to a previously filed questionnaire.

3. Name of each employee, official, or contractor of the City of Lancaster who makes purchasing decisions or recommendations regarding the use of funds of the City or corporations listed above and describe the affiliation or business relationship with your firm.

Name	Affiliation or Business Relationship

**Complete item 4 below only if you have listed someone in item 3 on the previous page. This section must be completed for each officer with whom the vendor/business (filer) has an affiliation or other relationship. Attach additional pages, if necessary.**

4. Name of City of Lancaster officer with whom the vendor/business has affiliation or business relationship.

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A	Is the City of Lancaster employee or officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?	YES	NO
B	Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the City of Lancaster officer named in this section and the taxable income is not from the City of Lancaster?	YES	NO
C	Is the filer of this questionnaire affiliated with a corporation or other business entity that the City of Lancaster employee or officer serves as an officer or director, or hold an ownership of 10 percent or more?	YES	NO
D	Describe each affiliation or business relationship.		

5. Signature

\_\_\_\_\_  
Signature of person doing business  
with the City of Lancaster (filer)

\_\_\_\_\_  
Date





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**General Safety Guidelines**

1. Contract instructor is required to comprehend and abide by the contents of the general safety guidelines.
2. All accidents, no matter how minor, shall be reported to the recreation staff and then the immediate supervisor.
3. Work area for the class shall be kept clean and orderly at all times.
4. Instructor shall operate using equipment for the class that they are trained to operate.
5. Instructor shall wear clothing and shoes that are suitable for the particular class they are instructing.
6. The use of drugs or alcohol during working hours is prohibited.
7. Instructor is responsible for all operations of the class/activity and is required to report to their immediate supervisor if any equipment is not in proper working order.
8. Instructor is responsible for making sure that the qualified substitute is aware of the general safety guidelines.

I understand that it is my responsibility to familiarize myself with the material stated above and that I must comply with their provisions and any other policies or rules of the city.

I further understand that the city may change, add, or delete any policies or provisions in the General Safety Guidelines from time to time, in its sole discretion, with or without prior notice.

I understand the City of Lancaster's General Safety Guidelines for Contract Instructors and agree to adhere.

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_



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**How to Report an Accident**

1. All Injuries, regardless of how minor, shall be reported to the recreation staff and then the immediate supervisor.
2. Emergency medical services are available by calling 9-1-1. Other emergency phone numbers are available at the front desk of the recreation center.
3. A City of Lancaster Parks & Recreation Patron Incident Report must be filled out by the patron at the time of the incident. If for any reason the patron is unable to fill the form out, the instructor may fill the form out.
4. The City of Lancaster Parks & Recreation Patron Incident Report must be turned in to the immediate supervisor without delay. In the event that the immediate supervisor is unavailable the next person in the chain of command may take the form in the immediate supervisor's absence.

I understand that it is my responsibility to familiarize myself with the material stated above and that I must comply with their provisions and any other policies or rules of the city.

I further understand that the city may change, add, or delete any policies or provisions in the General Safety Guidelines from time to time, in its sole discretion, with or without prior notice.

I understand the City of Lancaster's procedure for reporting an accident and agree to adhere.

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_





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**Contract Instructor Evaluation**  
(To be filled out by appropriate supervisor)

**Timeliness** – Was the instructor on time and prepared for class?

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**Attendance** – Did the instructor follow attendance rules and regulations?

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**Marketing** – Did the instructor utilize marketing tools and actively promote class to the general public?

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**Following Safety Guidelines** – Did instructor follow safety guidelines and appropriately report incidents?

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**Communication** – Did instructor actively communicate any concerns, needs, or questions with supervisor?

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**Class Content Management** – Did instructor adhere to class content and make adaptations and progress in content appropriately?

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**Class Enrollment** – Did class enrollment increase appropriately or decrease?

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