



City of Sugar Land  
Parks and Recreation Department

**LEISURE CLASS**  
**INSTRUCTOR POLICY MANUAL**

**\*Revised 12-8-10**

## **PURPOSE**

The Parks and Recreation Department provides leisure and recreational opportunities that meet and balance the identified and documented needs and preferences of individuals and groups within the community.

## **SCOPE**

This Policy establishes the guidelines for offering leisure classes at the Imperial Park Recreation Center (IPRC) and the facilities listed in this Policy. **The City has the sole right to accept or reject a proposed leisure class.**

## **HOW TO BECOME A LEISURE CLASS INSTRUCTOR**

1. The instructor must submit an outline of each proposed leisure class to the Recreation Coordinator. The outline should include: the proposed leisure class, brief summary of class, proposed class fee(s), preferred times for and dates of class, space needs and equipment for the proposed class, and the supplies/materials to be provided by the instructor and/or requested of IPRC or of the students.
2. The instructor must include his/her related experience and education for teaching the class, a minimum of two references, and the name, address and phone number where the instructor may be contacted. The outline, also, must, include any costs of participating in the class/program - i.e. uniforms, tournament costs, recitals, etc.
3. The Recreation Coordinator will review the proposal and contact the instructor within fifteen (15) working days to confirm whether the class will be offered. Classes are offered according to demand, available space and conformity with City ordinances and policies.
4. If the Recreation Coordinator determines that a class will be offered and recommended dates are not available, the instructor will be contacted to discuss other options.
5. The instructor must provide a W9 form if the instructor teaches a class that is approved by the Recreation Coordinator.

## GENERAL POLICIES

### REGISTRATION, REFUNDS AND CANCELLATIONS

1. The City's Parks and Recreation Department is responsible for the registration of all classes.
2. Registration will be handled at the IPRC **The instructor may not register students or accept payments for classes unless the Recreation Manager approves otherwise . All payments for classes must be made payable to the City of Sugar Land.**
3. Class rosters must be prepared four (4) days prior to first day of class. Rosters will be available in hard copy for pick up or in Excel for e-mail distribution. **Instructors are responsible for picking up or printing off class rosters before the first day of class at the IPRC.** The instructor is responsible for verifying that each individual that arrives for class has made his/her payment to the City of Sugar Land.
4. Classes that do not meet minimum enrollment five (5) days prior to the first day of class are subject to cancellation. IPRC Staff will notify participants and instructor of cancelation. Class minimums will be determined by the Recreation Coordinator. Renewal of class will be at the discretion of the Recreation Coordinator.
5. Participant refunds will be given in full if request is received prior to the start of the first class, regardless of the reason. Customer satisfaction is our highest concern; thus, refunds given after the 2nd class date are at the discretion of the Recreation Manager.

### INSTRUCTOR RESPONSIBILITIES

1. The instructor is expected to arrive and be prepared for class 15 minutes prior to starting time.
2. The instructor is responsible for proper use of facilities while utilized for classes.
3. The instructor is responsible for the cleanup of any equipment utilized by class, parents or students.
4. The instructor is responsible for class dismissal and must provide supervision of minors until parents pick them up.
5. The instructor must maintain a professional demeanor and appearance at all times.
6. If an emergency arises and the instructor needs to cancel class or will be late to class, it is the instructor's responsibility to contact the students and the IPRC office immediately to inform the IPRC staff that the instructor will be late or absent. All efforts must be made by the instructor to secure a substitute instructor for the class. Lateness or absenteeism may result in the termination of instructor contracts. It is also the instructor's responsibility to make up any class time or sessions.
7. The instructor is responsible for the room set up necessary for instruction of the class and restoring the room to its previous condition upon completion of the class. More specific guidelines are laid out in detail in the instructor contract.
8. The instructor is responsible for all necessary class materials.

**Instructor contracts:** Each instructor must sign an Independent Instructor Service Agreement that incorporates this Policy and establishes additional terms with which the instructor must comply.

**Class/Activity Operation:** The instructor is responsible for all operations of the class/activity, including planning the class, purchasing materials and supplies, and production of program materials. The instructor is free to advertise the class with the prior consent of the Recreation Coordinator. The instructor may provide services or classes to entities or persons other than the City of Sugar Land. The City may offer classes at the IRPC or other facilities similar to those provided by the instructor and may use other instructors or its own employees to conduct the same services as the instructor.

**Payment:** At the discretion of the City, each instructor will be **paid 60% to 90%** of the total registration fees for the instructor's class. The actual amount paid is dependent on the number of class participants, success rate of any previous classes, need for City equipment, duration of class, and other matters. The instructor is responsible for maintaining a current class roster (taking roll). The City will pay 50% of the total registration fees to the instructor on the second day of class and the remainder following completion of the session. Ongoing classes will be paid at the end of every month. Processing payment may take two weeks. An Instructor is liable for the payment of his or her income taxes, and the City is not required to and will not withhold federal income taxes or any other taxes unless required by State or Federal Law. The instructor is not an employee of the City of Sugar Land and is not eligible for any benefits afforded to employees.

**Compensation and Fee Collection:** The fees for each session/class will be set by the instructor with prior approval of the Recreation Coordinator. The instructor shall not accept any compensation or payment from any other sources other than the City for services conducted under this Policy and the contract with the City. The IRPC Staff will accept all monies and registration for classes/activities unless agreed to in writing with the instructor prior to the start of the first class. Each participant in every class/activity must be properly registered for the class/activity with the IRPC. Without prior approval of the Recreation Coordinator, the instructor shall not allow any participant to take part in any class/activity unless the participant is properly registered for the class/activity with the IRPC.

**Absenteeism/Lateness:** The instructor is expected to be present at the IPRC at least 15 minutes prior to the scheduled start time of each class. The instructor must check in at the front desk upon his/her arrival, and check out upon his/her departure. The instructor must not be absent or tardy except in a case of extreme and unanticipated emergency. In the event of such an emergency, the instructor must notify the Recreation Coordinator (281-615-5105) as far in advance of the scheduled class time as possible. In the case of an emergency absence, the IRPC staff will notify participants of any change in the normal class schedule.

**Substitute Instructors:** The 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 laws and standards, and must assume responsibility for assistant's actions. The instructor is responsible for providing qualified substitutes and notifying the Recreation Manager of any change in the substitute(s) In the event a qualified substitute cannot be secured, the instructor will be responsible for notifying the Recreation Manager and participants of any temporary change in the normal class schedule.

**Class Audits and Evaluations.** The IRPC staff members may sit in on Contractor's classes as deemed necessary by the Recreation Coordinator in order to observe and audit the classes' operation, to check attendance and to verify the instructor's adherence to curriculum, rules, policies and procedures. Staff members who attend a class as part of their duties and responsibilities as an IRPC employee or representative are not considered class participants for purposes of determining the instructor's compensation. With the exception of the instructor, an approved substitute instructor, IRPC staff members and paid class participants, the instructor may not allow anyone else to sit in on or observe the class without the Recreation Coordinator's prior authorization. At the Recreation Coordinator's request, the instructor will administer a class evaluation and submit the results to the Recreation Manager.

**Confidential Information.** The instructor may have access to and become familiar with certain confidential information. The instructor agrees that any confidential information so obtained, including without limitation, any and all documents, memoranda, correspondence, notes, specifications, and plans, policies and procedures, computer programs, software, and other proprietary data of whatever type of nature, is confidential information in the nature of a trade secret, and is the exclusive property of the City. The instructor will not directly or indirectly, during or after termination of this his/her contract, use for his/her own benefit, use to the detriment of the City, or divulge to persons other than authorized officers of the City, any confidential information of the City. Upon termination of this the instructor's contract with the City, all confidential information shall be left with or returned to the City.

**Termination of Instructor Status:** The City may terminate the instructor's status as an instructor upon the happening of any of the following:

- (a.) The conviction of instructor of any felony, or of any misdemeanor; or
- (b.) The failure of the instructor to diligently or properly perform the instructor's duties as required by this Policy.

**Criminal Background:** The instructor and all of his /her employees and volunteers will be subject to a criminal background check at least **every 6-12 months**. If it is found that any criminal background checks are found to be unsatisfactory, the person(s) with the unsatisfactory criminal history will be removed from the program immediately. The instructor will not have any employee or volunteer assist with any program in the Parks Department without a criminal background clearance given by the City's Human Resources Department. Violation of this provision will result in immediate termination of the instructor's status as an instructor.

**Policies and Procedures:** The instructor must comply with the policies and procedures of the City, Parks and Recreation Department, and all other Federal, State, and local laws. The instructor must pay for and remain current on all training, certifications and liability. The instructor must provide copies of such documents to the Recreation Coordinator. The instructor will be provided a copy of the Contract Instructor Manual and must abide it.

**Compliance with Laws:** The instructor must not discriminate against anyone on the basis of race, color, national origin, age, disability, creed, religion, sex, ancestry or place of birth in the provision of services to the public and must comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1974, and the Americans with Disabilities Act of 1990. The instructor must comply with all applicable federal, state and local laws and regulations in the performance of services identified in this Policy.

**Liability Waiver:** The instructor must release, absolve, indemnify and hold harmless the City of Sugar Land, its employees, activity officials, supervisors, any or all of them from any liability of any kind whatsoever in the event of an accident, injury or death sustained by the instructor while being transported to and from activity, or while participating in any activity. All activities involve some physical nature and the instructor understands and assumes the risk. In the event of a serious accident or injury, city officials may contact 911, provide and perform first aid, and when necessary, recommend transport to a hospital and reach a parent/guardian/emergency contact as soon as the situation allows. Photographs may be taken during activities and may be utilized for promotional uses by the City now and in the future. Participation as an instructor in any and all of the program activities of this Policy constitutes the instructor's approval of matters under this paragraph.

## **FACILITIES & HOURS AVAILABLE FOR USE**

1. Sugar Land Community Center (SLCC)
  - a. Monday – Thursday 8 a.m. – 10 p.m.
  - b. Friday & Saturday 8 a.m. – 1 a.m.
  - c. Sunday 8 a.m. – 10 p.m.
2. First Colony Conference Center (FCCC)
  - a. Monday – Thursday 8 a.m. – 10 p.m.
  - b. Friday & Saturday 8 a.m. – 1 a.m.
  - c. Sunday 8 a.m. – 10 p.m.
3. Lost Creek Meeting Center (LCCC)
  - a. Monday – Thursday 8 a.m. – 10 p.m.
  - b. Friday & Saturday 8 a.m. – 10 p.m.
  - c. Sunday 8 a.m. – 10 p.m.
4. Eldridge Park Meeting Center (EPCC)
  - a. Monday – Thursday 8 a.m. – 10 p.m.
  - b. Friday & Saturday 8 a.m. – 10 p.m.
  - c. Sunday 8 a.m. – 10 p.m.
5. Jim Cooper Meeting Room (JCMR)
  - a. Monday – Thursday 8 a.m. – 10 p.m.
  - b. Friday & Saturday 8 a.m. – 10 p.m.
  - c. Sunday 8 a.m. – 10 p.m.
6. Imperial Park Recreation Center (IPRC)
  - a. Monday, Wednesday, Friday 6 a.m. – 10 p.m.
  - b. Tuesday, Thursday, 8 a.m. – 10 p.m.
  - c. Saturday 8 a.m. – 5 p.m.
  - d. Sunday 1 p.m. – 5 p.m.

**\*\*IF INTERESTED IN TEACHING A CLASS, PLEASE FILL OUT ATTACHED DOCUMENTS AND RETURN TO IMPERIAL PARK RECREATION CENTER**

City of Sugar Land  
Parks and Recreation  
200 Matlage Way www.sugarlandtx.gov  
Sugar Land, Texas 77478

Telephone – 281.275.2433  
Department Facsimile – 281.275.2881

### CONTRACT CLASS PROPOSAL

Last Name \_\_\_\_\_ First Name \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_  
Cell Number \_\_\_\_\_ Home Number \_\_\_\_\_  
Emergency Contact Info (Name/Number) \_\_\_\_\_

**Please be sure to include the following with proposal packet:**

- Copy of Social Security Card**
- Original W-9**
- Authorization to Release Information**

**~ PLEASE COMPLETE ONE SHEET FOR EACH COURSE OFFERED ~**

Class Title (2-3 words): \_\_\_\_\_

Content Learned (list 3-5): \_\_\_\_\_

Benefits (list 3-5): \_\_\_\_\_

Other items for description: \_\_\_\_\_

Min Age: \_\_\_\_\_ Max Age: \_\_\_\_\_ Class Min: \_\_\_\_\_ Class Max: \_\_\_\_\_  
Number of classes per session: \_\_\_\_\_ \*Base Fee: \$ \_\_\_\_\_

\*Please note: Instructor will be compensated 60% to 90% of total registration fees. Compensation amount will be determined by the Recreation Manager based on, but not limited to; number of class participants, necessary City equipment & length of class.

Class date(s) –

**Session I:**

Day(s) \_\_\_\_\_  
Time (start) \_\_\_\_\_ AM/PM (end) \_\_\_\_\_ AM/PM  
Date(s) \_\_\_\_\_

**Session II:**

Day(s) \_\_\_\_\_  
Time (start) \_\_\_\_\_ AM/PM (end) \_\_\_\_\_ AM/PM  
Date(s) \_\_\_\_\_

**Session III:**

Day(s) \_\_\_\_\_  
Time (start) \_\_\_\_\_ AM/PM (end) \_\_\_\_\_ AM/PM  
Date(s) \_\_\_\_\_

**Session IV:**

Day(s) \_\_\_\_\_  
Time (start) \_\_\_\_\_ AM/PM (end) \_\_\_\_\_ AM/PM  
Date(s) \_\_\_\_\_

If multiple sessions-does each session vary in content/is the curriculum the same each session?  varies  is the same

Desired facility/room:

- Sugar Land Community Center
- Lost Creek Meeting Center
- Jim Cooper Meeting Room

- First Colony Conference Center
- Eldridge Park Meeting Center
- Imperial Park Recreation Center:  Gymnasium
- Gaming Room  Multi-Purpose Room  Exercise Room

By signing below I agree to adhere to the Leisure Class Instructor Policy Manual and all other City policies and procedures.  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Supplies/Equipment/Skills **requested of participants:** \_\_\_\_\_

Supplies/Equipment/Services **requested of the City:** \_\_\_\_\_

**Instructor Background Information Sheet**

Information that may be included in the Sugar Land Today Catalog

Presentations at Conferences:

Professional Background:

Education:

Certifications/Licenses:

Any personal notes with regard to teaching philosophies:

**Please list at least two references:**

Name:

Years Known:

Relation:

Phone:

Name:

Years Known:

Relation:

Phone:

**Give Form to Requester DO NOT SEND TO THE IRS**

**Request for Taxpayer Identification Number and Certification**

**W-9**

(Rev. December 1996)

Department of the Treasury  
Internal Revenue Service

Name (if joint names, list first and circle the name of the person or entity whose number you enter in Part I below if your names has changed.)

Business name (Sole Proprietors see instructions below)

Please check appropriate box  Individual /Sole Proprietor  Corporation  Partnership  Other: \_\_\_\_\_

Address (number & street) \_\_\_\_\_ Requester's name and address

City, State, and ZIP code \_\_\_\_\_ **City of Sugar Land**  
P.O. Box 110 - Accounting Dept.  
Sugar Land, TX 77487-0110

**Taxpayer Identification Number (TIN)**

List account number(s) here (Optional)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions below. For other entities, it is your employer identification number (EIN). If you do not have a TIN or a SSN call 1-800-TAX-FORM to obtain the appropriate forms.

[Social Security Number]  
|\_|\_|-|\_|-|\_|\_|\_|

**Part II**

For Payee Exempt From Withholding  
(See instructions below)

**Note:** If the account is in more than one name, see the chart below for guidelines on whose number to enter.

[Employer Identification Number]  
|\_|\_|-|\_|-|\_|\_|\_|

**EXEMPT:** ▶

**Certification:**

**Under penalties of perjury, I certify that:**

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions:** You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item (2) does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

**Purpose of Form:** A person who is required to file an information return with the IRS must get your correct TIN to report, for example, income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**Use Form W-9 to give your correct TIN to the requester and, when applicable, to:**

- (1) to certify the TIN you are giving is correct (or you are waiting for one to be issued),
- (2) Certify you are not subject to backup withholding or
- (3) to claim exemption from backup withholding if you are an exempt payee

**Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.**

**Note:** If a requester gives you a form other than a W-9 to request your TIN, you must use the Requester's form if it is substantially similar to the Form W-9.

**What is Backup Withholding?** Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments qualifying are: interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding. If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding.

**Penalties:** Failure to Furnish TIN.- If you fail to furnish your correct TIN to requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect. Civil Penalty for false Information With Respect to Withholding.- If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal Penalty for Falsifying Information** - Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment. Misuse of TINs.- If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Signature	Date
<b>For this Type of account:</b>	<b>Give name &amp; SSN of:</b>
Individual	The individual
Two or more individuals (joint account)	The actual owner of the account, or if combined funds, the first individual on the account <sup>1</sup>
Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
a. The usual revocable savings trust (grantor is also trustee).	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law.	The actual owner <sup>1</sup>
Sole proprietorship	The owner <sup>3</sup>
<b>For this Type of account</b>	<b>Give name and EIN of:</b>
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate or pension trust.	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable educational, or other tax-exempt organization	
10. Partnership	The Partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished. Director of Finance

Circle the minor's name and furnish the minor's SSN.

You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

List first, circle the name of the legal trust estate or pension trust (Do not furnish the TIN of the personal representative or trustee unless legal entity itself is not designated in the account title.)

If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 3% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer.



## **AUTHORIZATION TO RELEASE INFORMATION**

To Whom It May Concern:

I, \_\_\_\_\_, the undersigned, hereby **Last Name** \_\_\_\_\_ **First** \_\_\_\_\_ **Middle** \_\_\_\_\_ authorize the City of Sugar Land, or its authorized representative(s) or employee(s), bearing this release or copy thereof, to obtain any information pertaining to my juvenile or adult criminal record, employment, medical information, psychiatric/psychological background, credit history, driving record, military service, and/or education records including, but not limited to, academic achievement, attendance, personal history, work habits, salary history, character, reputation, disciplinary records, and all other relevant information deemed necessary. I hereby direct you to release such information upon request of the bearer.

I hereby release all persons and individuals, you, your representatives and employees, and any governmental agency, educational institution, medical doctor, medical staff, hospital or other repository or other repository of juvenile or adult criminal justice records, military records, psychiatric/psychological records, credit bureau, lending institution, consumer reporting agency, or business establishment, including officers, employees, or related personnel, both individually and collectively, from any and all liability for damage of whatever kind, which may at any time result to me, my heirs, family or associates because of compliance with this authorization and request to release information, or any attempt to comply with it.

The information hereby obtained is to be used for the purpose of evaluating applicants for class instructors. This authorization will continue in effect for a period of one (1) year from the date below.

\_\_\_\_\_  
Signature (**full name**) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Maiden Name (**if different from full name above**) \_\_\_\_\_ Date \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Place of Birth: (City) \_\_\_\_\_ (State) \_\_\_\_\_

**LEISURE CLASS PAYMENT INFORMATION**

**P L E A S E P R I N T**

INSTRUCTOR PAYMENT MADE OUT TO:

\_\_\_\_\_

PAYMENT MAILING ADDRESS:

\_\_\_\_\_

Number and Street

City

State

Zip

INSTRUCTOR'S NAME:

First

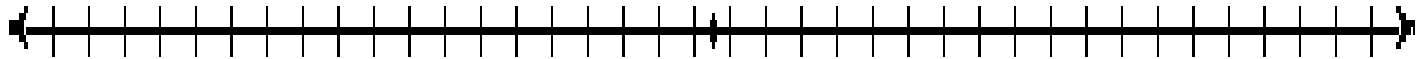
Last

TELEPHONE:

Home

Work

SOCIAL SECURITY #: \_\_\_\_\_



FOR OFFICE USE ONLY

ASSISTANT DIRECTOR'S SIGNATURE:

\_\_\_\_\_

APPROVED

DENIED

RATE OF COMPENSATION: \_\_\_\_\_

COMMENTS:

\_\_\_\_\_

\_\_\_\_\_