

CITY OF RAPID CITY
PARKS AND RECREATION

PROFESSIONAL SERVICES CONTRACT
(INSTRUCTORS)

The CITY OF RAPID CITY, Department of Parks and Recreation (hereinafter referred to as CITY) and _____ (hereinafter referred to as INSTRUCTOR), for and in consideration of the mutual covenants and benefits herein, do hereby agree that the CITY contracts with the INSTRUCTOR to furnish professional service skills in performing one or more of the services listed in Appendix A. Said services shall be performed in accordance with the terms and conditions outlined below and as scheduled by the City.

1. The CITY will compensate the INSTRUCTOR at the appropriate payment rate as established by the CITY in Appendix A. The INSTRUCTOR agrees to work at this established rate. The INSTRUCTOR understands that the CITY may change the rates in Appendix A periodically. The CITY shall notify the INSTRUCTOR of any such changes, and a revised Appendix A shall be signed by both parties and attached to this contract. Payment for the services in Appendix A shall be made by the CITY as dictated by the normal payment/voucher schedule of the Rapid City Finance Department.
2. The INSTRUCTOR shall use his/her best efforts to perform the services in a competent manner and in accordance with generally accepted standards for such services.
 - a. Show up for scheduled class at least 15 minutes before start of the class.
 - b. *Follow established course guidelines according to local procedures and national certification .*
 - c. *Control the participants and spectators to insure they are safe and insure they adhere to building rules.*
 - d. *Turn all attendance sheets and accident/incident reports into Aquatic offices within 24 hours of completion of class.*
3. The parties agree that the INSTRUCTOR is an independent contractor and not an employee or agent of the CITY. The INSTRUCTOR hereby agrees not to make any representations to any third party or to allow such third party to remain under the misinterpretation that the INSTRUCTOR is an employee or agent of the CITY.
4. The CITY shall not be obligated to provide for income tax withholding, insurance benefits, or any benefits extended to an employee of the CITY. The INSTRUCTOR shall be personally responsible for all applicable taxes and shall hereby hold the CITY harmless.
5. The INSTRUCTOR shall, at his/her own cost, provide proper clothing and equipment needed for providing the services.

6. This contract may be terminated, or any particular use of the INSTRUCTOR'S services may be canceled, by the CITY in the event there is insufficient registration to satisfy the expense of operating a program or in the event of the incompetence, insubordination, tardiness, absence or moral turpitude of the INSTRUCTOR, or for any other reason that the CITY, in its sole discretion, deems appropriate.
7. This contract shall not be assigned by either party. Any attempt to do so, without the written consent of the other party, shall be void.
8. The INSTRUCTOR hereby agrees to indemnify, defend, and hold the CITY harmless from all loss or damage occasioned to it or to any third person or property by reason of any acts or omissions on the part of the INSTRUCTOR, sub-Instructors, agents, employees, or persons working directly or indirectly in the performance of the INSTRUCTOR, including joint acts or omissions.
9. This Contract shall commence on _____ and continue until terminated by either party. Either party may terminate this contract by giving three days notice.

INSTRUCTOR

CITY OF RAPID CITY
Department of Parks & Recreation

Signature

Signature

Print Name

Print Name

Mailing Address

Title

City, State, Zip

Date Signed

Social Security Number

Day Phone

Home Phone

Date Signed

APPENDIX "A"

The INSTRUCTOR and CITY agree to the following professional services and payment terms:

A.	For each class taught	\$10.00 per hour
B.	For classes with 8 -10 students	\$12.00 per hour
C.	For classes with 11 -15 students	\$15.00 per hour
D.	For classes with 16 – 20 students	\$17.00 per hour
E.	For classes with 21 - 25 students	\$20.00 per hour
F.	For classes with 26 – 30 students	\$22.50 per hour
G.	For classes with over 31 students	\$25.00 per hour