

# Program Partnership Handbook



3360 Osborne Rd NE, Brookhaven, GA 30319 • 404-637-0542

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Developed 9/2022

## THE MISSION

*The mission of the Brookhaven Parks and Recreation Department is to provide quality services and facilities that answer the needs of a diverse community and preserve the focus on partnerships, innovation, and modernized leadership.*

The City of Brookhaven Parks and Recreation Department plays an important role in creating a healthy community through diverse and innovative programming. We partner with independent contract instructors to provide unique recreational services. Programs may be designed for preschoolers, school-age children, teens, adults, families, and seniors. We are always open to new and creative ideas. Our primary goals for partnership include:

- To increase participation in structured community recreation, fitness, and sports programs.
- To ensure all citizens' recreational needs are met through programs that are diverse, enriching, and unique.

### Instructor Status

1. All instructors are Independent Contractors and are not employees of the City of Brookhaven. An Independent Contractor creates their own curriculum, provides their own supplies, staffs their activities, and sets their hours and budget. Independent Contractors offer a general service to the public and are required to abide by the terms of their contract with the agency for which they provide the service.
2. Independent Contractors are required to sign an annual agreement. The agreements will be provided by the designated Recreation Supervisor prior to the start of the program.
3. Independent Contractors are required to complete an IRS Form W-9 (Request for Taxpayer Identification Number and Certification). Completed forms must be returned to the designated Recreation Supervisor.
  - a. The City Brookhaven is required to file a federal IRS Form 1099-MISC (Miscellaneous Income) for services received by an Independent Contractor if payments are more than \$600 per year.
  - b. Cumulative payments less than \$600 are still included in the Independent Contractor's taxable income even though they are not reportable to the IRS.
4. All instructors and substitute instructors (and assistants ages 17 and older) are required to complete a Background Check Consent Form. Complete Forms must be returned to the designated Recreation Supervisor.
  - a. The City of Brookhaven Human Resources Department performs all criminal record checks. A criminal records check is a search of the Georgia Crime Information Center (GCIC) database.
  - b. No instructor, substitute instructor, or assistant may provide instruction unless they have been cleared by the City of Brookhaven Human Resources Department and Brookhaven Parks and Recreation.

## Approval Process

1. The process begins by submitting a program proposal form by the designated deadline describing your program or activity to the Recreation Supervisor. If there is departmental interest in your program or activity, the Recreation Supervisor determines insurance requirements, that fees are adequate and to ensure the programs align with Parks and Recreation department goals/objectives and will not interfere with other parks and recreation programs and events. Instructors must include any credentials (appropriate industry certifications, resume, business license, etc.) onto the completed proposal.
  - *Submission of a proposal does not guarantee acceptance. Instructors will be notified if accommodations cannot be made, or if there is a schedule conflict.*
2. The City does NOT insure, provide workers' compensation, unemployment, or any other benefit to independent contractors. Insurance requirements will be communicated with you and a copy of your insurance certificate will need to be submitted for review.
3. All instructors, assistants, and substitutes must pass the City of Brookhaven background check. Instructions to complete this will be communicated if there is an interest in the program.
4. Once all required documents are submitted, a formal agreement contract is then produced outlining the specifics of the course or activity that you agree to instruct and is sent to you for review and signatures.

***If approved, the Agreement is valid for 1 year and may be renewed upon successful program evaluation.***

## Insurance Requirements

All instructors partnering with the City of Brookhaven must hold and maintain comprehensive general public liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and in the aggregate. The City shall be named as an additional insured under your policy of insurance, and such policy of insurance shall contain an endorsement stating that it is primary/non-contributory coverage to any other policy of insurance. Comprehensive general public liability insurance policy through an insurance company or companies doing business in Georgia must show:

- a) City as an additional insured.
- b) The required endorsement.
- c) The location and the operations to which the insurance applies.
- d) The expiration date of the policy or policies; and
- e) An agreement that the policy or policies certified will not be changed or canceled without prior notice to City.

For more information on insurance requirements, please contact the Human Resources Director prior to proposal submission.

## REGISTRATION

All Participants must register for classes using the City of Brookhaven online registration site <https://secure.rec1.com/GA/city-of-brookhaven/catalog> or in person at the Lynwood Recreation Center or Briarwood Recreation Center. This ensures accuracy in reporting, and in processing payments to you. The Rec1 registration system will be used to submit for your payments and makes it easier for customers to register for future programs.

1. The programs must receive a minimum number of paid enrollments prior to the start of a scheduled activity. The Recreation Supervisor reserves the right to cancel any activity which does not have the minimum number of registered participants.
2. All the programs, special events, and services offered through the City of Brookhaven Parks and Recreation are available to all eligible persons regardless of race, gender, age, disability, or religion.
3. The City of Brookhaven collects registration fees, and processes transfers and refunds for all activities. Instructors may not collect registration fees or accept payments under any circumstances.
4. Contractors will not receive payment for individuals who are not on the activity roster.
5. Any discounts offered by the Independent Contractor WILL REDUCE the compensation.

### Programming Schedule

Instructors are responsible for submitting their program session registration form to the Recreation Supervisor in accordance with the programming schedule. When scheduling your program, please keep in mind holidays that may affect your class schedules. The City of Brookhaven observes the following holidays:

- o New Year's Day
- o Martin Luther King Day
- o President's Day
- o Memorial Day
- o 4th of July
- o Labor Day
- o Thanksgiving Day
- o Day after Thanksgiving
- o Christmas Eve
- o Christmas Day

## Brookhaven Parks & Recreation Programming Schedule

Introducing and maintaining quality programs for community members is an established goal of Brookhaven Parks and Recreation. Offering quality programs consists of community interest & needs assessment, assessment of physical resources, appropriate program scheduling, and program evaluation.

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<b>January 1</b>	Annual Instructor Renewal
<b>January 6</b>	Spring Registration Form due <i>Programs in March, April, Early May</i>
<b>February 17</b>	Spring Activity Guide Content Due
<b>March 24</b>	Summer Registration Form due <i>Programs in May, June, July, Early August</i>
<b>March 28</b>	Summer Activity Guide content due
<b>June 23</b>	Fall Registration Form due <i>Programs in August, September, October</i>
<b>August 25</b>	Winter Registration Form due <i>Programs in November, December, January</i>
<b>September 1</b>	Fall/Winter Activity Guide Content due
<b>December 15</b>	Annual Program Evaluations Deadline



## COMPENSATION

The program partner instructor establishes the price for services based on the pricing provided in the program proposal. The Recreation Supervisor will assist you in your decision of pricing if requested. The participant fee will be indicated on your contract and is based on the fee you included on your proposal. A price range is suggested to be flexible for the market or a drop-in rate for participants who can only attend one class at a time.

The registration fees for programs cannot be changed during the programming session and can only be changed at the start of a new session. Fees are retained by the City and the City's finance department distributes the instructor's percentage by check and sent to the address on the W-9. The instructor percentage is paid out at the end of the program's session. Contracts must be established and signed by all required departmental staff prior to the start of contract services. The following will outline the criteria for each agreement

### Fee Structure

#### **80-20% Split (80% Contractor | 20% City)**

Payment will be processed at the end of each program session. The contractor's revenue split for this agreement is **80/20%**, where the City agrees to distribute 80% of registration revenue to the Contractor on the last day of the program registration period. This percentage is calculated and determined from the total number of registrations for instructed classes and programs offered.

## MARKETING AND PROMOTION

The City of Brookhaven Parks and Recreation department promotes recreational opportunities in many ways such as flyers, seasonal activity guides, social media ([@brookhavenparks- Instagram](#), [@brookhavenrec- Facebook](#)), and on the City website ([www.brookhavenga.gov/ParksRec](http://www.brookhavenga.gov/ParksRec)).

Additional publicity by the Independent Contractor is encouraged.

All advertisements and flyers must be approved by the Recreation Supervisor prior to placement or distribution. The Recreation Supervisor can advise or assist with developing materials, upon request. Instructors have the privilege of using the city copy machine for activity related purposes. Large runs (25 or more copies) must be approved by the Recreation Supervisor prior to use. Instructors are prohibited from using the copy machine for personal use, or for copying materials used at other facilities.

The city collects personal information from program participants including names, addresses, email addresses, and phone numbers. This information is used for customer relationship purposes, to complete transactions and to analyze trends. Instructors have access to student information for notifications relating to activity cancellations, rescheduling activities, etc; However, this information may not be used for telemarketing, email broadcasts or direct mail without the expressed written consent of the Recreation Supervisor, or the Director of Parks and Recreation, if necessary.

## PROFESSIONAL STANDARDS & POLICIES

### Professional Conduct

Though not employees of the City of Brookhaven, program partner instructors do represent the City. You should strive to conduct yourself in a professional manner always including dressing, acting, and speaking professionally, as well as be supportive in both the department policies and the city's decisions. Confirm with the appropriate Recreation Supervisor as to any facility specific dress codes. Instructors are responsible for control of participants. Please make sure that participants do not unduly disturb other activities in the facility and that no damage is done to the room or equipment. Instructors may never drive underage participants in their personal vehicles.

### Course/Activity Cancellation

If you must cancel a class for any reason, please notify the appropriate Recreation Supervisor no later than 2 hours prior to the change occurring so the staff can notify participants. The instructor is expected to contact the participants if the program isn't taking place within a recreation facility.

NOTE: The contract provides the ability to have programs upon availability at the facilities. Programs/classes may be suspended or cancelled for lack of participation or room availability. Proper notice will be given. City sponsored special events and programs at times, will cause a cancellation and/or give cause to reschedule a class.

### Safety of Participants

The instructor's primary responsibility is to ensure the safety of participants involved in an activity. It is the contract instructor's responsibility to know where the first aid kits and AED are in the facility or provide one if in an outdoor environment.

In the case of a potentially life-threatening emergency, call 9-1-1. If a child is involved, notify the parent/guardian immediately. The instructor is required to complete and submit an accident report to the Recreation Supervisor within 24hrs of an accident. Accident report forms are available from any City of Brookhaven employee.

### Releasing of Minors

At the end of the activity time, the instructor must not release children to anyone other than the authorized parent, guardian, or to an individual authorized by the parent. The contract instructor must stay until all participants have left the facility unless there is written permission from the parent that the child is at minimum 12 years of age and allowed to stay in the facility for open gym.

### Anti-Harassment Policy

It is the policy of the City to maintain an environment free from unwanted sexual advances and free from harassment based upon race, color, sex, pregnancy, sexual orientation, age, religion, national origin, genetic information, physical or mental disability, veteran's status, or any other status as protected by state or federal law. All such harassment is strictly prohibited.



### PROFESSIONAL STANDARDS & POLICIES (cont.)

#### Inclusion

City of Brookhaven Parks and Recreation is committed to making all program and services accessible to everyone. The Americans with Disabilities Act (ADA) is federal legislation which gives civil rights protection to individuals with disabilities. This act guarantees equal opportunity for individuals with disabilities for employment, public accommodations, transportation, local and state government services, and telecommunications. City of Brookhaven fully abides by the requirements of the ADA and will make reasonable accommodations for individuals with vision or hearing impairments or other individuals with disabilities so that they have an equal opportunity to participate. Please advise the Recreation Supervisor if a participant has a disability requiring special accommodations.

#### Child Abuse

Georgia law requires recreational professionals to report under O.C.G.A. 19-7-5; 16-12-100 (child service organizations which include coaching, and recreational programming). If you see signs of suspected child abuse, or suspect that a child is in danger, please notify a City of Brookhaven employee so the situation can be reported to the Cobb County Department of Family and Children Services.

More information can be found at <https://www.childwelfare.gov/topics/systemwide/laws-policies/statutes/manda/>

CONTACT INFORMATION

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**Lynwood Recreation Center**

3360 Osborne Rd NE, Brookhaven, GA 30319  
404-637-0542

**Briarwood Recreation Center**

2235 Briarwood Way NE, Atlanta, GA 30329  
404-637-0510

**Recreation Center Hours:**

Monday-Thursday	8:30am - 9:00pm
Friday-Saturday	8:30am - 6:00pm
Sunday	1:00pm - 6:00 pm

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Athletic Supervisor | 404-637-0514

Recreation Supervisor | 404-637-0512

Administrative Assistant | 404-637-0534

Parks and Recreation Assistant Director | 404-637-0548

Parks and Recreation Director | 404-637-0542

Human Resources Director | 404-637-0478

\* Updated directory can be viewed here: <https://www.brookhavenga.gov/parksrec/custom-contact-page/parks-and-recreation-contact-information>

# **ADDITIONAL PARTNERSHIP FORMS**



# New Program Proposal

Thank you for your interest in providing community programs in partnership with Brookhaven Parks and Recreation department. Required Documents to submit for program approval:

- Completed Program Proposal. Incomplete proposals will not be considered.
- Instructor W-9/TIN
- Comprehensive general public liability insurance
- Please attach any credentials (certifications, resume, business license, etc.)

## INSTRUCTOR CONTACT INFORMATION

Business Name: *(if applicable)* \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Email: \_\_\_\_\_

## PROGRAM INFORMATION

Name of Program: \_\_\_\_\_

Program Guide Description \* Please attach additional sheets if necessary\*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Preferred Location of Program: (View all locations at <https://www.brookhavenga.gov/parksrec/parksites>)

\_\_\_\_\_

## REGISTRATION INFORMATION

Registration Dates: \_\_\_\_\_

Program/ Class Date(s): \_\_\_\_\_

Program/Class Time(s): \_\_\_\_\_

Cost of Program: \_\_\_\_\_

Min # of Participants \_\_\_\_\_

Max # of Participants \_\_\_\_\_

Min Participant Age \_\_\_\_\_

Max Participant Age \_\_\_\_\_

## SUPPLIES AND STORAGE

What supplies are required for your class? Will you provide the supplies? What storage is needed for your supplies?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# New Program Proposal

## MARKETING PLAN

Please provide a detailed description of how you would like to advertise your class.

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*\*Please attach any credentials (certifications, resume, business license, etc.) and email your complete proposal to Recreation Supervisor, Tonya Ashley | [latonya.ashley@brookhavenga.gov](mailto:latonya.ashley@brookhavenga.gov).*

**Incomplete proposals will not be considered.**



**AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION**

I do hereby authorize a review and full disclosure of all records concerning myself to any duly authorized agent of the Brookhaven Police Department, whether such records are of a public, private, or confidential nature.

The intent of this authorization is to give my ongoing consent for full and complete disclosure of all records of my driver's history, criminal history, educational background, military personnel records, records of military service, records of financial or credit institutions (including records of loans), records of commercial or retail credit agencies (including credit reports and/or rating), records of the Georgia Department of Revenue, and any other financial statements and records wherever filed; medical and psychiatric treatment and/or consultation, including hospitals, clinics, private practitioners, and the U.S. Veterans Administration; employment and pre-employment records (including background reports, polygraph reports and charts, efficiency ratings, complaints or grievances filed by or against me), and records of local, state, and federal criminal justice agencies.

I understand that any information obtained by a personal history background investigation, which is developed directly or indirectly, in whole or in part, upon this release authorization, will be used in determining my suitability and continuing suitability for employment. I authorize the disclosure of the aforementioned personal information to any person(s) deemed by the Brookhaven Police Department to be a participant in the determination process of employment suitability. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from any and all liability which may be incurred as a result of furnishing such information.

A photocopy of this release form will be as valid as the original form, even though the photocopy does not contain my original signature.

I have read and fully understand the contents of this Authorization for Release of Personal Information Document.

_____	_____
<b>Full Name Printed</b>	<b>Signature</b>
_____	_____
<b>Street Address</b>	<b>Date</b>
_____	_____
<b>City/State/Zip</b>	<b>Sex</b> <b>Race</b>
_____	_____
<b>Social Security Number</b>	<b>Date of Birth &amp; Driver License Number/State</b>



City of Brookhaven Parks and Recreation Department
2023 PARTNERSHIP AGREEMENT

This Acknowledgment made the \_\_\_ day of \_\_\_, hereinafter known as the "Contractor."

CONTRACTOR HEREBY ACKNOWLEDGES THE FOLLOWING:

1. DUTIES: The Contractor shall be responsible for unlocking, locking and checking facilities, (and in some cases supervising activities) as assigned by City of Brookhaven Parks and Recreation Department, hereinafter known as "BPRD." ... Initials

The Contractor agrees to provide the following independent class, program, and/or services that are programmatic and revenue producing:

[Empty rectangular box for listing services]

Instructor will be furnished with a place to perform his/her duties, as well as any equipment for performing said teaching services that are readily available from BPRD. ... Initials

2. COMPENSATION: The contractor's agreed revenue split for this agreement is 80/20 %, where the City agrees to distribute 80% of registration revenue to the Contractor on the last day of the program registration period. ... Initials

3. RELATIONSHIP BETWEEN THE PARTIES: Contractor is retained by BPRD only for the purposes set forth herein, and his/her relationship to BPRD shall, during the period or periods of his/her service, be that of an independent Contractor. ... AS FILING HIS/HER OWN ESTIMATED INCOME TAXES AND FINAL FEDERAL AND STATE INCOME TAX RETURNS.

Contractor and any assistant or assistants are independent contractors and not agents, sub-agents or employees of the City of Brookhaven. Contractor shall indemnify and hold harmless the City of Brookhaven, its officers, employees, agents, from and against any and all claims, demands, causes of action, orders, decrees or judgments for injury, or death, or damage to person or property, loss damage and liability (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (1) the performance of any services required herein to be performed by contractor, or (2) any act or omission on the part of the Contractor, or any assistant or assistants of Contractor. ... Initials

4. TERM: The terms of this agreement are valid beginning January 2023 and expiring on the last day of the winter session program and may be renewed upon successful program evaluation. The Contractor's services may be terminated by either party without cause upon notice in writing to the other party thirty (30) days prior to the termination date, payment to be prorated for the amount of time actually worked. ... Initials

5. Independent contractor states that it has or will obtain, prior to the date of performance of this Agreement, all necessary licenses, performance rights, permissions and authorities necessary for the use of all copy, music, lyrics, film, graphic images, registered logos, names and trademarks used by the Independent Contractor in the performance of this Agreement and agrees to indemnify, defend, and hold harmless the County, its agents, officers and employees, against all claims, demands, litigation, attorneys' fees and other damages arising out of the unauthorized use of the same. ... Initials

6. I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS ACKNOWLEDGMENT AND KNOWINGLY ASSUME ALL LIABILITY FOR FILING ALL SOCIAL SECURITY, STATE AND FEDERAL TAXES WHICH ARE DUE OR MAY BECOME DUE AS A RESULT OF MY LABOR. I HEREBY AGREE TO HOLD HARMLESS BPRD AND DEKLAB COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS RESULTING FROM MY SERVICES. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS ACKNOWLEDGMENT.

IN WITNESS WHEREOF, the Contractor has executed this Acknowledgment the day and year first above written.

Print Name

Signature

Recreation Supervisor Acknowledgement

Department Head Signature

