

**HABERSHAM COUNTY BOARD OF COMMISSIONERS**

**EXECUTIVE SUMMARY**

**SUBJECT: Contracted Instructor Agreement Renewal – Aqua Aerobics – Christine Tekippe**

**DATE: 8/5/24**

**(X) RECOMMENDATION**

**( ) POLICY DISCUSSION**

**BUDGET INFORMATION:**

**( ) STATUS REPORT**

**ANNUAL-**

**( ) OTHER**

**CAPITAL-**

**PRESENTED BY: Brooke Whitmire**

**COMMISSION ACTION REQUESTED ON: August 19, 2024**

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**PURPOSE:** This is a request to renew a Contracted Instructor Agreement with Christine Tekippe. She has been instructing Aqua Aerobics classes at the Ruby Fulbright Aquatic Center.

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**BACKGROUND / HISTORY:** Christine has taught Aqua Aerobics at the Ruby Fulbright Aquatic center in many different capacities for 20+ years. She is a highly trained and certified instructor with many years of experience. She has developed long standing, great relationships with her class participants and we'd like to continue to work with her as a Contracted Instructor to continue offering these classes to our patrons.

It is important to mention that this program bring in revenue for the county. In FY24, AquaAerobics brought in \$6,788.00 in revenue.

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**FACTS AND ISSUES:**

Compensation, to the county, for Aqua Aerobics will be as follows:

- HCPR will take in all registration and will pay the instructor \$8 per person, per class once registration and weekly class has concluded.
  - Fees for Aqua Aerobics are weekly: Habersham Resident Rate - \$10 per person, per class (1-2 classes) if a person adds the 3<sup>rd</sup> class for the week, they get it at \$8, Non-Resident Rate - \$12 per person, per class (1-2 classes) if a non-resident adds the 3<sup>rd</sup> class for the week they receive it at \$10.
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**OPTIONS:**

- 1) Approve recommendation
  - 2) Deny recommendation
  - 3) Commission defined alternative
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**RECOMMENDED SAMPLE MOTION:**

1. Approve to enter into a Contracted Instructor Agreement with Christine Tekippe for Aqua Aerobics.
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**DEPARTMENT:**

Prepared by: Brooke Whitmire

Director: Brooke Whitmire

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**ADMINISTRATIVE  
COMMENTS:**

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\_\_\_\_\_ **DATE:** \_\_\_\_\_

County Manager

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## HABERSHAM COUNTY PARKS AND RECREATION - CONTRACT INSTRUCTOR AGREEMENT

**THIS AGREEMENT** dated this 11th day of September, 2024,(Effective Date) by and between the Habersham County, a political subdivision of the State of Georgia (hereinafter referred to as “Agency”) and Christine Tikeppe, (hereinafter referred to as “Contractor”). The parties agree to the following:

**I. SERVICES AND RESPONSIBILITIES:** Contractor agrees to provide instruction for AquaCise and Deep AquaPower Aqua Aerobics Classes (“Courses”) as defined by the Class Information detailed in Exhibit “A”. Contractor will be solely responsible for creating course content and instruction plans.

The Agency shall be solely responsible for registration of participants for Courses. Registration Periods will be **open at least 2 weeks prior to the start of each week’s session.**

The Agency will provide Contractor with a list of all registered participants (“Course Roster”) via an Instructor Access login to Rec Desk, the Agency’s registration management software. Contractor will be able to view the Course Roster for all Courses for which Contractor will be responsible for instruction.

The Agency will provide Contractor with access to County facilities as needed for instruction of Courses. Contractor shall be responsible for cleaning up any and all County facilities used after each Course. Contractor agrees to assume responsibility for purchasing and providing all materials, equipment, and supplies of whatever nature required for the Courses.

**II. CLASS INFORMATION:** Attached as Exhibit “A” is course times, fees, and general instruction descriptions as provided by Contractor.

**III. ADVERTISING:** Promotional materials and communications related to the above programs, including but not limited to social media posts and emails, will originate from the Agency. The Contractor may, and is encouraged to, share and forward promotional materials and communications that are originated by the Agency.

**IV. TERM:** The Term of this Agreement shall be for one calendar year, starting on the Effective Date hereto.

**V. INDEPENDENT CONTRACTOR:** At all times during the term of this Agreement, Contractor shall be an Independent Contractor and shall not be considered for any purposes an employee of the Agency. The Agency shall have the right to control the Services rendered by Contractor pursuant to this Agreement. Contractors are NOT eligible to receive any Worker’s Compensation Fees, Unemployment Fees, or Health Insurance by the Agency.

All contracts and tax identification forms, including 1099 paperwork must be signed by Contractor and returned to Agency within 14 days of the Effective Date of this Agreement. The Contractor is an independent contractor and as such is responsible for reporting all income for tax purposes.

**VI. CONTRACTOR NOT AGENT:** Except as the Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of the Agency in any capacity whatsoever as an agent of the Agency. Contractor shall have no authority, express or implied, pursuant to this Agreement, to bind the Agency to any obligation whatsoever.

**VII. FEES AND PAYMENT:**

Each Course participant will be required to pay a participation fee of **\$10 for daily drop in, or \$28 for 3 days (weekly passes) for in-county participants, \$12 for daily drop in, or \$30 for 3 days (weekly passes) for out-of-county participants.** The Agency shall be solely responsible for collection of said participation fees.

In exchange for full performance of the Services listed in this Agreement, The Agency agrees to pay Contractor a flat rate fee of **\$8** per participant for AquaCise and Deep AquaPower Aqua Aerobics Classes. These flat rates will remain the same regardless of whether the participant pays resident or non-resident rate.

Payment shall be due and payable upon the expiration of each Registration Period. Agency shall provide Contractor with payment via regular U.S. Mail, not more than thirty (30) days from the expiration of each Registration Period.

**VIII. INSURANCE:** Contractors shall not be covered under the Agency's liability insurance. The Agency assumes no liability or responsibility for the Contractor's actions. It is recommended that the contractor contact his/her insurance carrier for advice concerning General Liability and/or Professional Liability coverage.

**IX. ASSIGNMENT:** This Agreement, nor any rights or obligations herein may be assigned by either Party hereto. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

**X. STANDARD OF PERFORMANCE:** Contractor shall perform all Services in a professional manner and in such a manner that reflects positively on the County and the Parks and Recreation Department.

**XI. BACKGROUND CHECK:** The Agency, in its sole discretion, may require the Contractor and any of its agents or employees assigned to Contractor's Courses to be cleared and approved through the Agency's background check process. The Agency may require such clearance or approval at any time, as a condition of commencing or continuing such assignment the Contractor's Courses. The background check process shall be performed at the Agency's expense.

**XII. AMENDMENTS:** Any amendment to this Agreement must be in writing and signed by both parties.

**XIII. TERMINATION:** Either party may terminate this Agreement for any reason by providing sixty (60) days written notice to the other Party of the intent to terminate. The Agency may terminate immediately for nonperformance of Services by Contractor after Agency has provided Contractor five (5) days' notice to remedy the nonperformance. Notice of termination shall be hand delivered or delivered via email to the non-performing party in writing at the addresses contained email.

**XIV. INDEMNITY:** Contractor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents, and employees, from any and all claims or damages resulting from or arising out of this Agreement, including without limitation, claims or damages for negligence, personal injury (including death) or property damage, except those claims or damages arising out of the sole negligence of the Agency.

**XV. ENTIRE AGREEMENT:** The Parties agree that this Agreement represents the entire agreement between the Parties. Any other discussion or verbal agreements outside of the Agreement are void and unenforceable.

**XVI. CONTRACTOR INFORMATION:**

Name: Chestine Tekeppe  
Address: \_\_\_\_\_ Phone/Cell: \_\_\_\_\_  
City: \_\_\_\_\_ Zip \_\_\_\_\_ E-mail: \_\_\_\_\_

**XVII. CONTRACTOR COORDINATORS** and representatives for the Agency shall be:

**Name:** Todd Mayfield, CYSA  
**Office Phone:** (706) 839-0235  
**Email:** [tmayfield@habershams.com](mailto:tmayfield@habershams.com)

**Title:** Athletic Manager  
**Cell Phone:** (706) 297-8939

**Name:** Robert Oaks  
**Office Phone:** (706) 839-0233  
**Email:** [roaks@habershams.com](mailto:roaks@habershams.com)

**Title:** Aquatic Manager  
**Cell Phone:** (678) 933-4220

**Name:** Lenay Gerrin  
**Office Phone:** (706) 839-0238  
**Email:** [lgerrin@habershams.com](mailto:lgerrin@habershams.com)

**Title:** Gymnastics – Operations Supervisor  
**Cell Phone:** (706) 768-9669

**Name:** Lacy Jackson  
**Office Phone:** (706) 839-0240  
**Email:** [ljackson@habershams.com](mailto:ljackson@habershams.com)

**Title:** Programs & Fitness Specialist

Approved by the Habersham County, Georgia Board of Commissioners on the \_\_\_\_ day of \_\_\_\_\_, 2024 and executed this \_\_\_\_ day of \_\_\_\_\_, 2024, in witness whereof the said Party hereto has set its hand, affixed its seal and delivered these presents.

BOARD OF COMMISSIONERS OF  
HABERSHAM COUNTY, GEORGIA

By: \_\_\_\_\_  
Ty Akins, Chairman

Attest: \_\_\_\_\_  
Brandalin Carnes, County Clerk

In witness whereof the said party hereto has set its hand, affixed its seal and delivered these presents.

[Christine Tekippe]

By: Christine Tekippe

Attest: Robert Oats



# AQUA AEROBICS CLASSES BY

## CHRISTINE TEKIPPE, CERTIFIED INSTRUCTOR

Certified Water Art Personal Trainer, Group Exercise, Swim Instructor, ProCPR, First Aid, Personal Training and More! Email: [christinet.afs@gmail.com](mailto:christinet.afs@gmail.com), phone number: 706-499-0619

AQUA CISE: MONDAYS AND WEDNESDAY, 9AM: Great for all fitness levels, exercises to work every part of your body using both shallow and deep water to optimize range of motion, balance, strengthening core muscles, decrease joint compression etc.

DEEP AQUA POWER: FRIDAYS, 9AM: Highest intensity level in deep end of pool. A variety of class formats to boost cardiovascular fitness, improve strength, endurance and improve flexibility. Blast away calories and increase metabolic rate. \*\* all equipment provided, all levels welcome!

1 class= 10.00\$, 2 classes= 20.00\$ 3 classes= 28.00\$ (2.00\$ discount for all 3 classes in 1 week. Sign up for any day or combination of classes.

PLEASE SEE THE FRONT DESK AT RUBY FULBRIGHT AQUATIC CENTER TO HAVE AN ACCOUNT CREATED IN OUR SYSTEM, SO YOU CAN REGISTER AHEAD FOR ANY CLASS OR SESSION. YOU CAN EVEN GO ONLINE FROM HOME TO SIGN UP USING A CREDIT CARD IF YOU PREFER. SEE THE FRONT DESK FOR ANY QUESTIONS. 😊 WE ARE GLAD TO ASSIST YOU!

**THANK YOU! HABERSHAM PARKS AND RECREATION**

# Instructor Compensation Overview

Start Date: 7/1/2023 12:00 AM End Date: 6/30/2024 11:59 PM

Tikeppe, Christine	Instructor Share	Amount Collected
**Aqua Aerobics May 29th - May 31st (\$8.00 per student)	\$168.00	\$246.00
**Aqua Aerobics September 11th - 15th (\$8.00 per student)	\$232.00	\$526.00
**Aqua Aerobics September 18th - 22nd (\$8.00 per student)	\$192.00	\$442.00
**Aqua Aerobics September 25th - 29th (\$8.00 per student)	\$256.00	\$510.00
*Aqua Aerobics April 1st - April 5th (\$8.00 per student)	\$208.00	\$442.00
*Aqua Aerobics April 8th and 12th (\$8.00 per student)	\$168.00	\$266.00
*Aqua Aerobics January 3rd - 5th (\$8.00 per student)	\$96.00	\$144.00
*Aqua Aerobics January 8th - 12th (\$8.00 per student)	\$160.00	\$308.00
*Aqua Aerobics June 3rd - June 7th (\$8.00 per student)	\$224.00	\$412.00
*Aqua Aerobics May 6th - May 10th (\$8.00 per student)	\$288.00	\$536.00
*Aqua Aerobics Nov 6th - 10th (\$8.00 per student)	\$224.00	\$380.00
*Aqua Aerobics October 16th - 20th (\$8.00 per student)	\$176.00	\$366.00
*Aqua Aerobics October 23rd - 27th (\$8.00 per student)	\$152.00	\$324.00
*Aqua Aerobics October 2nd - 6th (\$8.00 per student)	\$176.00	\$304.00
*Aqua Aerobics October 30th - Nov 3rd (\$8.00 per student)	\$200.00	\$384.00
*Aqua Aerobics October 9th - 13th (\$8.00 per student)	\$152.00	\$252.00
Aqua Aerobics *February 26th - March 1st (\$8.00 per student)	\$240.00	\$404.00
Aqua Aerobics *March 4th - March 8th (\$8.00 per student)	\$208.00	\$382.00
Aqua Aerobics April 15th - April 19th (\$8.00 per student)	\$192.00	\$334.00
Aqua Aerobics April 22nd - April 26th (\$8.00 per student)	\$224.00	\$444.00
Aqua Aerobics April 29th - May 3rd (\$8.00 per student)	\$160.00	\$330.00
Aqua Aerobics Dec 11th - December 15th (\$8.00 per student)	\$144.00	\$276.00
Aqua Aerobics Dec 18th - December 20th (\$8.00 per student)	\$80.00	\$104.00
Aqua Aerobics Dec 4th - December 8th (\$8.00 per student)	\$192.00	\$342.00
Aqua Aerobics February 12th - Feb 16th (\$8.00 per student)	\$224.00	\$444.00
Aqua Aerobics February 5th - Feb 9th (\$8.00 per student)	\$280.00	\$564.00
Aqua Aerobics January 17th - 19th (\$8.00 per student)	\$128.00	\$198.00
Aqua Aerobics January 22nd - 26th (\$8.00 per student)	\$184.00	\$350.00
Aqua Aerobics January 29th - Feb 2nd (\$8.00 per student)	\$272.00	\$484.00
Aqua Aerobics July 1st - July 3rd (\$8.00 per student)	\$16.00	\$30.00
Aqua Aerobics June 10th - June 14th (\$8.00 per student)	\$312.00	\$564.00
Aqua Aerobics June 17th - June 21th (\$8.00 per student)	\$312.00	\$558.00
Aqua Aerobics June 24th - June 28th (\$8.00 per student)	\$336.00	\$552.00
Aqua Aerobics March 11th - March 15th (\$8.00 per student)	\$328.00	\$598.00
Aqua Aerobics March 18th - March 22nd (\$8.00 per student)	\$184.00	\$368.00
Aqua Aerobics March 25th - March 27th (\$8.00 per student)	\$184.00	\$290.00
Aqua Aerobics May 13th - May 17th (\$8.00 per student)	\$200.00	\$366.00
Aqua Aerobics May 20th - May 22nd (\$8.00 per student)	\$176.00	\$316.00
Aqua Aerobics Nov 13th - 17th (\$8.00 per student)	\$120.00	\$172.00



Aqua Aerobics Nov 13th - 17th (dont use) (\$8.00 per student)	\$32.00	\$118.00
Aqua Aerobics Nov 27th - December 1st (\$8.00 per student)	\$160.00	\$280.00
Aqua Aerobics Nov 27th - December 1st (Dont use) (\$8.00 per student)	\$56.00	\$94.00
	<b>\$8,016.00</b>	<b>\$14,804.00</b>

**Amount collected minus what was paid out to instructor = \$6,788.00** <- Revenue county kept