

Medina Community Recreation Center
855 Weymouth Road
Medina, Ohio 44256

MCRC Personal Trainer Information Packet and Application Forms

Last updated: August 17, 2006

General Information

Purpose

The *MCRC Personal Trainer Information and Application Packet* has been developed to provide a regulated personal training program for the MCRC members, while at the same time creating a collaborative environment for Medina businesses who provide personal training or independent Medina based personal trainers.

Selection Process Summary

The MCRC has developed a list of minimum qualifications that must be met in order to apply for approval as a MCRC Personal Trainer. Trainers interested in working through the MCRC must meet these qualifications and submit the *MCRC Personal Training Application Forms*. The MCRC Program Coordinator will review the completed application packets and qualified candidates will be interviewed. Initially, the MCRC will be limiting the number of personal training contracts to 10. The MCRC reserves the right to increase this number to coordinate with open facility time. Approved personal trainers will receive a contract to conduct business within the MCRC for one year.

Personal Trainer Policies and Procedures

All MCRC Personal Trainers will be required to follow the policies and procedures outlined in this *Personal Trainer Information Packet*. Failure to adhere to these policies or the terms outlined in the *Personal Trainer Contract* (sample enclosed) may result in suspension and/or dismissal.

Qualification Requirements

Personal trainers must have the ability to conduct exercise programs and provide health education to the community. Required training, experience and attributes include:

- Educational training comparable to an undergraduate or graduate degree in a health and fitness curriculum or closely related field and two years direct experience as a certified (ACE, ACSM, NSCA) instructor in a health and fitness related position.
- Adequate knowledge of and skill in risk factor and health status identification, fitness appraisal, and exercise prescription.
- Practical, hands-on experience with exercise leadership and instruction.
- Experience in lifestyle behavior modification counseling skills.
- Ability to interact and communicate with others.
- Ability to safely apply the principals of exercise and training to individual fitness programs.
- Ability to answer basic questions related to exercise science and refer others to appropriate sources of information.

Personal trainers must also possess knowledge, skills and abilities in the following areas:

- Functional Anatomy, Biomechanics, and Exercise Physiology
- Human Development and Aging
- Human Behavior and Psychology
- Health Appraisal and Fitness Testing
- Emergency Procedures and Safety
- Exercise Programming, Nutrition, and Weight Management

Application Requirements

Interested candidates must submit all application materials listed below and a signed copy of the Policies and Procedures Consent Form.

Packets can be mailed to: MCRC Program Coordinator
855 Weymouth Road
Medina, Ohio 44256

All *Personal Trainer Application Packets* must include the following:

- Transcript from Associate's, Bachelor's and/or Master's degree program in exercise science, physical education or an appropriate allied health field OR equivalent experience supported by letters of professional reference.
- Copy of certification card/paperwork from any personal training certifying body. This information must include date certified, renewal deadline and certification requirements.
- Copy of current CPR and First Aid Certifications.
- Resume listing employers, dates, description of job duties and references for all employment relevant to personal training.
- Summary of special population training or other training that you feel beneficial to the personal training services that you provide.
- Letters of support from no more than 3 clients.
- Completed sample personal training plan and sample client contract.
- Copy and explanation of health screening procedures.
- A signed copy of the *Personal Trainer Policies and Procedures Consent Form*.

Application and Interview Process

After the trainer candidate has turned in a complete application packet, the information will be evaluated by the Program Coordinator. The initial number of personal trainers awarded a contract in the first year will be limited to 10; therefore, after the initial 10 are selected, additional applications will be reviewed as space becomes available.

Trainer candidates will be evaluated according to the following criteria:

- Review of Required Application Materials
- Educational Background, Skills, Knowledge and Experience
- Industry Certifications
- CEU's Earned
- References

After reviewing the application materials, selected candidates will be called in for an interview. Once the interviews have been completed, all candidates will be informed of their selection status.

Contract, Orientation, and Liability

Contract and Orientation

If a personal trainer has been selected, a packet will be sent to the candidate including: a contract (see attached sample) and a signed copy of the *MCRC Personal Trainer Policies and Procedures Consent Form*. The trainer will at this time make an appointment with the Program Coordinator to conduct a brief orientation. During this orientation, the trainer will receive their signed contract and ID badge.

Liability

Since all personal trainers are operating as independent contractors, it is the responsibility of each trainer to provide proof of liability insurance (at least One Million Dollars) with the City of Medina listed as co-insured and handle their own tax and worker's compensation paperwork. It is also the responsibility of each trainer to have some method of health screening process to identify individuals who might be at higher risk for health problems or who might have contraindications to exercise. A description of this health screening process is a required portion of the application materials.

Before a trainer can hold a session in the facility, all forms must be on file. Each time a trainer enters into an agreement with a new client the following items must be submitted:

- A signed and dated copy of the MCRC Program Registration Form
- A signed and dated copy of the agreement between the trainer and the client

Acquiring Clients

MCRC Personal Trainer List

A list of all approved trainers will be made available to the members of the MCRC, and it is the responsibility of the clients to contact the trainer of their choice. All of the scheduling and the terms of payment are the responsibility of the trainer and the client. All trainers who wish to train in the MCRC must have a valid contract and ID badge. Anyone who is observed training clients in the Center without a contract will be asked to leave the premises.

Acquiring Clients

The advertisement of personal training services is the responsibility of the MCRC. Additional advertisement of personal training services in business card, flyers or paid newspaper format **MUST** be approved by the Program Coordinator **PRIOR** to posting. A copy of approved advertisement will stay on file in the individual personal trainers file in the administration office.

Daily Responsibilities

Facility Check-In and Personal Training Session Log Sheets

When a trainer and client enter the building for a training session, they must present their membership cards and complete the *Personal Training Session Log Sheet* (sample attached). **Trainers must either be annual members or purchase a daily pass, and the trainer's ID badge must be visible at all times while in the facility.**

The *Personal Training Session Log Sheet* details all information about the session including the name of the trainee, session rate, etc. These sheets can be obtained at the fitness desk in the Fitness Room. Trainers should keep a master copy of this form with them in the event that a Fitness Room Attendant is not available to make additional copies. This sheet should then be placed in the designated folder and will be collected to process the invoices sent to trainers for the facility payment.

Differences in Training Philosophies

The MCRC recognizes that there are different philosophies in training techniques, motivational techniques and identifying health problems. Please respect the differences of the other trainers and their philosophies as well as the goals and variability of the clients.

Facility Availability

Available Facility Space

The following areas are the only areas that trainers may use to train individuals when they are not occupied by scheduled programs and/or rentals: fitness room, natatorium, track, field house, and aerobic rooms.

Blackout Times

Personal training will not be permitted when an area is reserved for a program and/or facility rental. Trainers should refer to the current facility schedules posted by each activity area. Trainers should review these schedules frequently, as they change with the programming cycle.

Fitness Room Rules

1. All participants must place their personal belongings in the cubicles or in secured lockers in the locker rooms.
2. Children 12 & under are not permitted to use the Fitness Room under any circumstances.
3. Persons between the ages of 13 and 17 are required to complete a Fitness Room Orientation Program in order to use Fitness Room. Those certified through this program will be given a Fitness Room validation sticker to be placed on their membership ID card.
4. No food or drink is permitted anywhere in the Fitness Room unless it has been approved by the MCRC Manager. Water in squeeze bottles with a lid or controlled spout is the only exception.
5. In order to prevent damage to upholstered equipment, clothing with zippers, snaps, buttons, etc. (i.e. jeans) cannot be worn in the Fitness Room.
6. Proper exercise attire is required and should cover the body appropriately. Mesh shirts are not permitted.
7. In an effort to minimize damage to our floor surfaces, patrons are asked to wear clean athletic shoes that have scuff-resistance, non-marking soles in all activity areas of the facility. Patrons wearing shoes that will damage the floor may not continue in the activity unless the shoes are changed – being without shoes is not an acceptable alternative. Close-toed shoes are required in the Fitness Room.
8. Only portable headphone devices are permitted.
9. Patrons are encouraged to bring a dry towel to wipe any perspiration from the weight equipment, benches and cardiovascular equipment after use.
10. Weight belts are prohibited when using benches while in a position where the buckle is in contact with the vinyl or padded equipment.
11. The use of chalk is prohibited.
12. Moving equipment, benches, or dumbbells from the free weight area into another area is not permitted.
13. Spring collars must be used with all bars in free weight lifting.
14. Spotters are required at all press stations.
15. Patrons must use extreme caution when lifting weights to avoid any potential injury. Instruction placards should be followed/observed when using the weight equipment.
16. Weights and dumbbells should not be dropped, placed on vinyl benches, or rested against the walls, equipment or mirrors.
17. Stacked weight equipment should not be slammed while lifting.
18. No additional weights shall be added to selectorized machines.
19. Power and Olympic style lifting is prohibited.
20. All bars should be stripped immediately after use. All weight plates and dumbbells should be re-racked in the appropriate place with the writing facing outward.
21. Patrons using cardiovascular or strength equipment in an unsafe manner will be instructed on appropriate techniques or procedures.
22. Patrons must wear a treadmill safety clip while using a treadmill.
23. The Fitness Room staff will provide information on how to use the equipment along with the part of the body that is being used. This may include such things as how to adjust the seat, the weight stacks using the pin, and how to program the cardiovascular equipment.
24. The Fitness Room staff will not provide personal training instruction or prescribe a workout program to any patron. Anyone wishing to be advised on a program for individualized needs should be referred to MCRC Personal Trainer List.
25. **Cardiovascular Equipment Time Limit:** All cardiovascular equipment is operated on a first come, first serve basis. In order to avoid congestion and waiting lines, and to provide use of cardiovascular equipment equally to all patrons, there will be a 30-minute workout time limit per machine in the Fitness Room and in the Track area. The time limit procedure is intended to be participant monitored. The Fitness Room staff will settle any disputes.
26. All concerns, equipment malfunctions, and maintenance needs should be reported to the MCRC staff.
27. Users of the Fitness Room must comply with all instructions given by the staff. The MCRC staff has the authority and responsibility to direct individuals not abiding by the policies or creating a disruption, to leave the facility. Failure to comply with such instructions or with policies of the Fitness Room may result in disciplinary action.

Client Base and Billing for Facility Use

The percentage rate that personal trainers will be assessed is based on the graduated scale outlined below. The scale will vary according to the volume of revenue generated by each trainer.

Personal Trainer Monthly Revenue	Personal Trainer Billing Percentage
\$0 - \$10,00.00	20%

Each month, MCRC staff will total the *Personal Training Session Log Sheet* for each trainer and then bill them for the total amount due. Photo ID records will also be checked to ensure that the *Personal Training Session Log Sheets* have been filled out for all sessions. Failure to pay this fee by the due date will result in a violation of the Personal Trainer Polices and Procedures and the trainer will be terminated.

Monthly Training Session Requirements

The MCRC will review the client base and monthly revenue of each personal trainer. Because the number of contracts awarded each year is limited, this process will ensure that those contracts that have been established are being utilized appropriately. Trainers must hold a minimum of 10 training sessions each month.

Session Rate Requirements

To maintain consistency and equity, the MCRC requires that personal training rates for all trainers fall within the range of \$35-\$60 per hour. The MCRC reserves the right to adjust this fee range as needed with proper notice. The amount that is charged per session should be indicated on the written agreement established between the client and trainer and the *Personal Training Session Log Sheet*.

Billing for Package Rates

If a trainer offers a package rate to a client, the trainer should calculate the cost per session and cost per hour and enter them in the appropriate lines on the *Personal Training Session Log Sheet*.

Billing per Session

If a trainer trains a client for more than one hour, he/she must enter both the session price and the corresponding hourly rate on the *Personal Training Session Log Sheet*. This gives the MCRC information on rates and assists in tracking facility usage patterns.

One-on-One vs. Small Group Training

The MCRC will allow either One-on-One training or Small Group Training of up to three clients per trainer per session. If a trainer chooses the small group training option, each client must be listed separately on the *Personal Training Session Log Sheet*.

Client Evaluations and MCRC Renewal Recommendations

In an effort to maintain a high quality of service, the MCRC will make available evaluations to the clients of each personal trainer. Evaluations which reflect a below average level of service will be reviewed by the Program Coordinator and personal trainer to identify any problems and determine what steps can be taken to improve their quality of service. If the evaluations indicate the personal trainer is not providing the members of the MCRC with a high quality service, the MCRC reserves the right to terminate their contract.

At the end of each contract year, the trainer must submit a letter requesting the renewal of their MCRC personal training status. When a personal trainer requests to renew their contract, the Program Coordinator will make a recommendation on their renewal request. This recommendation will take the following items into consideration: client evaluations, revenue generation, and quality of service. It is the responsibility of the trainer to re-submit copies of current certifications to ensure that all CEC's or other requirements of certification were obtained and kept current. The MCRC reserves the right to terminate a contract or deny a renewal request for failure to maintain appropriate certifications.

Trainers as Annual MCRC Members or Daily Pass Holders

Trainers, as any other individual, are permitted to purchase a MCRC annual membership or daily pass at the regularly advertised price and use the facility, as would any member/pass holder. However, trainers may not meet with clients when they are in the building in the capacity of a user. Any trainer observed training clients without scanning their ID and filling out a *Personal Training Session Log Sheet*, will be in violation of the Personal Trainer Polices and Procedures.

Contract Termination

In the event that a trainer violates the Personal Trainer Polices and Procedures they will be notified in writing by the Program Coordinator, the trainer's contract will be revoked, and their name will be removed from the list of eligible trainers. The trainer will be required to turn in their ID badge and the front desk staff will be notified of all trainers who have been terminated.

MCRC Reserved Rights

The MCRC reserves the right to change these policies if the personal training program begins to infringe on the rights of pass holders training on their own or if other complications arise. The MCRC reserves the right to modify Personal Trainer Policies and Procedures at any time during the contract year without consent of the contracted personal trainer. All trainers will be notified in writing of policy and procedure changes within 24 hours with a set grace period in which the modified policy/procedure must be adhered to. The MCRC also reserves the right to revoke contracts at any time for any violations of the Personal Trainer Polices and Procedures.

SAMPLE: PERSONAL TRAINER AGREEMENT

This agreement is made on **DATE** between the Medina Community Recreation Center (“MCRC”) and **NAME** (“Service Provider”).

In consideration of the following mutual undertakings, the parties agree as follows:

- A. **Duration:** This Agreement shall commence on **DATE** and expire on **DATE**, unless sooner terminated pursuant to **Section N** of this agreement.
- B. **Service:** Service Provider shall hold the classes/sessions as scheduled with clients.
- C. **Payment:** Trainers will receive a monthly invoice listing the clients, hours trained and a total fee charge for the use of the MCRC. This invoice must be paid by the due date listed and late payments will be considered a violation of the MCRC Personal Trainer Policies and Procedures. Payments must be made by check made payable to MCRC. Monthly charges will be based on the following percentage:

Personal Trainer Monthly Billing %	Monthly Income
20%	\$0-\$10,000

- D. **Client Base:** Trainers must hold a minimum of 10 training sessions each month. Each trainer may serve an unlimited amount of clients but will be held to a maximum of 220 HOURS of training per month. A multiple client session will count as 1 session towards the cap of 220 hours monthly.
- E. **Advertisement:** The advertisement of personal training services is the responsibility of the MCRC. Additional advertisement of personal training services in business card, flyers or paid newspaper format MUST be approved by the Program Coordinator PRIOR to posting. A copy of approved advertisement will stay on file in the individual personal trainers file in the administration office.
- H. **Facilities and Equipment:** Service Provider shall perform all services to be rendered pursuant to this Agreement at the following locations if they are not in use by a program and/or rental: fitness room, natatorium, field house, track and aerobics room. Service Provider agrees to use and to cause all participants to use, through proper supervision, all MCRC owned facilities and equipment with due care, and to immediately report all defects in or damages to MCRC owned facility or equipment and the cause, if known, to the Program Coordinator. Service Provider agrees to follow all MCRC Personal Trainer policies and procedures outlined in the “Personal Trainer Policy & Procedure Manual” in addition to all MCRC Membership Handbook policies. Service Provider agrees to ensure that participants follow all MCRC policies and procedures through the duration of the training session.
- I. **Information and Enrollment:** All dissemination of information to the public concerning the activity to be conducted pursuant to this Agreement is the sole responsibility of the MCRC. Service Provider shall not independently advertise or solicit participants under this Agreement unless otherwise agreed upon by both parties. Service Provider shall not share terms contractual agreements with participants, patrons, and MCRC staff members. Doing so will result in violation of Personal Trainer Policy and Procedure manual.
- J. **Independent Contractor:** Service Provider understands and agrees that the relationship of Service Provider to the MCRC arising out of this Agreement shall be that of an Independent Contractor. It is understood that the Service Provider or its staff and employees are not employees of the MCRC, and therefore, not entitled to any benefits provided to employees of the MCRC. The Service Provider shall be responsible for reporting and accounting for all State, Federal, Social Security and Local Taxes, where applicable.

K. Liability: MCRC assumes no liability for the actions of the Service Provider under this Agreement. Service Provider agrees to indemnify and hold harmless the MCRC and the City of Medina, its agents and employees against any and all liability, loss, damage, or expense which the MCRC may incur as a result of any wrongful or negligent act of the Service Provider, its agents, employees or assigns in the performance of its services and obligations under this Agreement.

L. Insurance: The MCRC has determined this activity **does** require maintenance of liability insurance by the Service Provider.

The Service Provider must present a certificate of insurance covering liability in the amount not less than One Million Dollars (\$1,000,000) and listing the City of Medina as an additional insured prior to the start of the program or class. The Service Provider must maintain and keep in full force said policy throughout the duration of this Agreement. If any action, suit, or proceeding is brought against the Service Provider in connection with the performance of this Agreement, the Service Provider shall immediately make written notice of that fact to the MCRC.

M. Participants: Service Provider shall encourage participants to consult their physician prior to enrolling in Service Provider's programs which include physical activity. All questions concerning the program shall be directed to the Service Provider. Service Provider shall make certain all participants execute a waiver prior to participation for any program requiring physical activity. Any physician referral or limitation note **MUST** be on file with the MCRC Program Coordinator prior to the beginning of any personal training services along with copies of all signed waivers.

N. Termination: This Agreement can be terminated at any time by either party with thirty (30) days written notice. Violation of the policies and procedures outlined in the Personal Trainer Policy and Procedure Manual or the terms of this contract by the Service Provider may result in immediate termination.

O. Notice: All notices shall be made to the **MCRC Program Coordinator, 855 Weymouth Road Medina, Ohio 44256**. Notices to Service Provider shall be made to **NAME/ADDRESS**.

P. Non-Assignability: Service Provider understands that this Agreement is a contract for personal services of the Service Provider and that it is made by the MCRC in reliance upon Service Provider's skill and knowledge in the activity to be performed. Accordingly, this Agreement is non-assignable by the Service Provider without the City's written consent.

Q. Modifications: This Agreement constitutes the entire agreement between the parties pertaining to the subject matter and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with this subject matter. No modification of this Agreement shall be effective unless in writing and signed by all parties. The MCRC reserves the right to modify Personal Trainer Policies and Procedures at any time during the contract year without consent of the contracted personal trainer. All trainers will be notified in writing of policy and procedure changes within 24 hours with a set grace period in which the modified policy/procedure must be adhered to.

IN WITNESS, THEREFORE, the undersigned parties have executed this Agreement on the last date written below.

Personal Trainer

MCRC Center Manager

Signature

Signature

Printed Name

Printed Name

Date

Date