

INDEPENDENT CONTRACT INSTRUCTOR HANDBOOK




8838 E Valley Boulevard
Rosemead California 91770

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(626) 569-2160

www.cityofrosemead.org

INSTRUCTOR HANDBOOK INDEX

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Dear Instructor:

The City of Rosemead would like to thank you for your interest in serving as a Contract Instructor. Please carefully read all of the documents included in this Independent Contract Instructor Handbook. Should you become a City of Rosemead Contract Instructor, you become a partner in providing much needed recreational opportunity to our residents.

As you begin the process, please review the following policies and procedures:

- You must fill out a Contract Class Instructor Proposal Form, upon approval you must sign and return the Contract Class Instructor Agreement and sign the hold harmless form.
- All instructors are required to be background checked (at your cost...\$23.50). If working with children, you must also provide us with the official results from a current T.B. Test.
- Instructors are paid at a rate of 70% of total registration fees. Payments are made to Contract Instructors at the conclusion of each class session. There will be a \$5 per class, per session fee when registering as a non-resident. Rosemead staff will verify residency. In addition, the \$5 will not be part of the instructor's payment, this is an administrative fee.
- Instructors are not permitted to collect class registration fees from patrons. Any additional fees for a class (e.g., for materials) must be pre-approved by the Recreation Department and disclosed in the City's brochure.
- Your class will be promoted in Rosemead's recreation brochure. Any other promotional efforts are the responsibility of the instructor at his/her sole expense.
- Classes that do not meet 5 participants at the set enrollment by the start of the first day of class will be cancelled immediately, unless it's a new class, 1st session.
- Registration will be taken through the first week of class. No registration will be permitted thereafter.
- Classes can only be conducted under the terms specified in the contract.
- Each Instructor is responsible for obtaining his/her class roster(s) by the start of the first class and for maintaining attendance. If students attend a class but are not enrolled, it is the Instructor's responsibility to bring that to the City's attention.
- All equipment and supplies, unless otherwise specified, must be provided by the instructor.

If you have any questions, please feel free to contact us at (626) 569-2160.

Sincerely,

City of Rosemead
Parks and Recreation Department

GENERAL INFORMATION FOR CONTRACT INSTRUCTORS

Background Check of Contract Instructors

The City of Rosemead requires that all Contract Instructors and their assistants be background check pursuant to the California Educational Code 10911.5. Your background must be done at the Rosemead Community Recreation Center, and the cost for the service is at the instructor's expense. Upon approval of your class, you will be notified by the City with further details on the background check.

TB Testing

The City of Rosemead requires that all contractors working with children provide us with the official results of a current T.B. Test. If you have not been tested, please contact your health care provider to request a test and provide us with the results prior to the first day of class.

W-9 Form

The City of Rosemead is required to report all payments made to you each year, pursuant to the United States Internal Revenue Code. You are required to complete a W-9 Form annually.

Agreement for Instructor Services Contract

The City of Rosemead reserves the right to negotiate with instructors the terms of their contract. Agreements for instructor's services are standard and cannot be altered or changed.

Insurance

The City of Rosemead does not in any way provide insurance coverage for you as an independent instructor. Therefore, if a liability claim is filed against you and the City, you will be responsible for incurring the costs to defend yourself. Therefore, for your protection, it is **highly recommended** that you purchase liability insurance. You may contact Diversified Risk at (925) 516-5444 to inquire about insurance and rates.

Class Fees

All Contract Instructors set their own class fees. The recreation staff can provide assistance on current market conditions to assist potential instructors and determine a reasonable participant fee structure. As indicated, the City retains a portion of class fees to cover its operating costs. There will be a \$5 administrative fee for non-residents. This fee is not part of the instructor's payment.

Parks and Recreation Refund Policy

Participants are entitled to a full refund if a class is cancelled by the Parks and Recreation Department. Refunds less than \$5.00 will not be issued. A \$5.00 handling fee will be charged to anyone requesting a refund. Refunds will **only** be issued during the first week of class.

Class Cancellations

If the minimum class enrollment is not met, the class will be cancelled or combined, and the City will issue a refund to registered participants and will inform the instructor of the cancellation.

Please note, the City of Rosemead observes the following Holidays (all City facilities will be CLOSED):

New Year's Eve

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving

Christmas Eve

Christmas Day

Trunk or Treat (20-31)

SUBMITTING A PROPOSAL

A class proposal form can be downloaded on the City's website at www.cityofrosemead.org under Parks and Recreation (Become an Instructor). The proposal must be turned in to the Parks and Recreation Department at the Rosemead Community Center, 3936 North Muscatel Avenue or the Garvey Community Center, 9108 Garvey Avenue. Proposals are accepted year-round. Please be sure to fill out both descriptions, the first one describes your program in detail. The second is a written description used in the promotion of your class in our Recreation Brochure.

Selection Process

The City will review the proposal, may require an interview, and will confirm that all instructor requirements, as outlined in this Independent Contractor Instructor Handbook, have been met.

Instructor Contracts

Once contracts have been negotiated, instructors will receive a copy of their contract which must be signed and returned to Recreation Department staff. Contracts will be forwarded to the Parks and Recreation Director for review and, then, filed with the City Clerk's Office.

On-Going Instructors

Each session you may be required to update your contract. The City brochure is printed three times a year fall/winter, spring, and summer, therefore, you will be asked to review class information for accuracy.

Class Enrollment

Once registration has begun, you can inquire about your enrollment at any time by calling the Recreation Department at (626) 569-2160.

Taking Attendance

It's the instructor's responsibility to take attendance for each class. This is especially important for large classes where participants may show up to class without paying. All individuals must pay and be enrolled in class in order to attend. If you determine that a student has not registered, please direct them to do so immediately.

No shows

If a participant does not attend the first class, please contact the participant to remind him/her of the next class. It is the participant's responsibility to remember the classes that they have signed up for, but it is good customer service to call your participants (phone numbers are printed on the class roster). Instructors are also responsible for calling their own students if they are absent and/or if the class must be made up.

Facility Use

Classes are housed at the Rosemead Community Recreation Center or the Garvey Center. Instructors need to specify what his/her class needs are in their class proposal to be scheduled in the proper facility.

Facility or Classroom Set-up

All Contract Instructors using City of Rosemead's facilities should provide a set-up diagram to ensure that City staff can prepare the room on time. The Contract Instructor must always leave the room in the condition in which it was found. This means s/he must clean up any materials (art supplies, papers, etc.) after the class ends. All facilities have part-time staff assigned to open and close the facility. If staff is not present to open or close, the Contract Instructor may contact recreation staff. **Instructors may not use City copy machines, fax machines, or computers. Printed copies of flyers or other class materials are at your expense.**

Accident and Incident Reports

All accidents and incidents should be reported to City staff immediately, no matter how minor it may appear. If you are in a facility where a City employee is present, it is your responsibility to report and prepare an incident report and give it to the City staff



Contract Class Instructor Proposal
(Please complete one form for each proposed class)

Instructor's Legal Name: _____ Date: _____

Address: _____ City: _____ Zip: _____

Cell Phone: _____ Home Phone: _____

E-mail Address: _____

Class session: Fall Winter/Spring Summer

Course Title: _____

Course Description: (75 Characters/spaces maximum) – As it will appear in the Recreation Brochure

Day(s) of Class: _____ Class Time: _____

Total weeks: _____ Beginning/Ending Dates: _____

Student's Age: _____ Proposed class fee: _____

Is there any additional cost to the participant: Yes: ____ No: ____

If yes please explain: _____

Minimum enrollment: _____ Maximum enrollment: _____

Facility requirements: _____

Class Objectives:

Please attach a copy of your resume with class-related experience. Also, provide contact information for two professional references:

Name: _____ Phone Number: _____

Address: _____

Name: _____ Phone Number: _____

Address: _____

Independent Contract Instructor Agreement

(This agreement is by and between the City of Rosemead and the Contract Instructor identified below)

Prepared for (class name): _____

Instructor Name: _____

Address: _____ City: _____ Zip: _____

Cell Phone: _____ Home Phone: _____

Class Session: _____ Location: _____

Days: _____ Times: _____

Contract Terms:

1. A Contract Instructor is defined as a person or individual that provides a service under a specific set of conditions for a specific percentage of registration fees collected. Fees shall be collected at the time of registration by the City of Rosemead.
2. The Contract Instructor shall supply all necessary equipment/materials for class activities unless otherwise specified.
3. The Contract Instructor shall be reimbursed for services rendered at the rate of 70% of gross registration fees.
4. The Contract Instructor shall be paid in one lump sum at the end of each scheduled session.
5. Classes not meeting a minimum of **5 participants** at the beginning of the first class will be cancelled. City will determine class capacities. The instructor agrees to attend the first class meeting for each class.
6. The Contract Instructor will arrive early and be ready to teach 5 minutes before the class/activity is scheduled to begin.
7. Soliciting participation for commercial or private classes by the Contract Instructor is strictly prohibited.
8. Registration fees cannot be collected by the instructor. City staff will conduct all registration activities. Any material/supply fees must be pre-approved by the City.
9. The Contract Instructor is responsible for the proper conduct and dismissal of class to ensure participant safety.
10. The Contract Instructor is to fully comply with and enforce all applicable laws, ordinances, policies, rules, and regulations.
11. The City of Rosemead and/or its employees and/or agents is not responsible for injury sustained by the contractor.
12. Any deviation from this written contract may result in termination of said contract and services referenced herein.
13. If class date is cancelled due to illness, it is the Contract Instructor's responsibility to arrange a make-up class with City staff. It is also the Contract Instructor's responsibility to inform students of any cancellation.
14. The Contract Instructor agrees to obtain class rosters from City staff prior to the start of first class.
15. The Contract Instructor will ensure that all students have a signed Waiver/Release of Liability and have paid required registration fees prior to participation.
16. The Contract Instructor agrees to provide all necessary knowledge, ability, labor, supplies, materials, and information to conduct the above referenced class in a professional manner.
17. The Contract Instructor is responsible for completing a Class Proposal for each class they propose to teach during any session and must submit such proposals by the due date as determined by the City.
18. The Contract Instructor shall not, under any circumstances, obtain a substitute or assign this contract or its duties without proper written authorization from the City. It shall remain the responsibility of the instructor to compensate the substitute or subcontractor.
19. The Contract Instructor shall not duplicate or distribute promotional or informational materials without permission from the City. All duplicated/distributed documents shall contain the name of the City of Rosemead and shall be at the expense of the instructor.
20. **TERMINATION:** The City and/or the Contract Instructor shall reserve the right to terminate this contract with five working days prior written notice. The City reserves the right to terminate the contract upon failure of the instructor to comply with the terms and intent of the contract. Excessive tardiness, absenteeism, inappropriate conduct, or unreasonable demands of City staff are cause for termination.

I HAVE CAREFULLY READ THE FOREGOING INDEPENDENT CONTRACT INSTRUCTOR AGREEMENT. MY SIGNATURE BELOW SIGNIFIES THAT I AGREE TO ABIDE BY ITS TERMS AND CONDITIONS.

HOLD HARMLESS AND AGREEMENT NOT TO SUE

I _____ **(Contract Instructor's Name)** hereby expressly and irrevocably consent to my participation as a **Contract Instructor** and fully understand that my participation exposes me to the risk of personal injury, death, or property damage. I understand that there are risks inherent in such activity and hereby acknowledge that I am voluntarily participating in this activity and agree to assume any such risks.

In consideration for being permitted to participate in this activity I hereby release, discharge, and agree for myself, my heirs, administrators, executors and assigns not to sue the **City of Rosemead and/or Contracted Instructor** for any injury, death, or damage to or loss of personal property arising out of, or in connection with, my participation in the activity from whatever cause. I further agree to indemnify and hold harmless the **City of Rosemead and/or Contracted Instructor** from any and all claims, demands, actions, or suits arising out of, or in connection, with my participation in the activity.

In case of accident or other emergency, I hereby authorize personnel or volunteers of the City of Rosemead or agents of the City to secure medical care deemed necessary as a result of accident or injury of me. In the event of illness or injury, I hereby consent to whatever x-ray examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care considered necessary in the best judgment of the attending physician, surgeon or dentist, and performed by or under the supervision of a member of the medical staff or the hospital furnishing medical or dental services.

I also permit the use of activity/event photography and/or video of my child or myself for media promotion.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT OF MY OWN FREE WILL.

CONTRACTORS SIGNATURE: _____ DATE: _____