

CONTRACT INSTRUCTOR MANUAL

City of Huntington Park
Department of Parks and Recreation

**Parks
Make
Life
Better!**



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I. WELCOME

Thank you for your interest in becoming a Contract Instructor with the City of Huntington Park Department of Parks and Recreation. We look forward to the opportunity of working with you to serve the members of our local communities. Specifically, we are excited about your possible contribution to helping the Department of Parks and Recreation achieve its mission of:

- Promoting health and wellness
- Fostering human development
- Strengthening community image and sense of place
- Promoting cultural unity; and
- Providing recreational experiences

We look forward to working with you and ask that you read this guide for further clarification on the terms and conditions of working as a contract instructor in the City.

II. GENERAL INFORMATION

A. Class Proposal

Instructors who would like to offer a class or program must complete and submit a Class Proposal/Class Extension application (refer to page 11) to the Salt Lake Park Office Coordinator. All proposals will be reviewed to determine suitability. Classes will typically be determined to be unsuitable if any of the following are true:

- Class/program is similar to those currently offered
- Class/program that have been offered and then cancelled, unless instructor can show that they have the necessary number of interested participants
- Class/program is inappropriate for the recreation setting or those similar to a class/program offered by local agencies or organizations

B. Class Sessions

Winter/Spring Session is January through May

- Proposals must be submitted by third Monday in October

Summer Session is June through August

- Proposals must be submitted by second Monday in March

Fall Session is September through December

- Proposals must be submitted by fourth Monday in June

Call the Office Coordinator for specific dates and deadlines at (323) 584-6218.

C. Class Scheduling

Instructors are required to coordinate their work with the City to avoid scheduling conflicts for the use of facilities. Resolution of any conflict is at the sole discretion of the City's Director of Parks and Recreation. Please note that the Department may cancel

classes due to unforeseen circumstances or planned events. Front office will contact you in advance with dates and times if your class is affected.

D. Class Sizes

The minimum and maximum number of participants and student to Instructor ratio will be established by the Instructor and Office Coordinator in the Session Addendum to the Independent Contractor Agreement. Room size, room availability and equipment will be the criteria for consideration of the best number for instructional purposes. Instructors should not set minimums too high, as class will be cancelled if it is not reached prior to the start of the second class.

In the event that the minimum number of participants is not met by the second class meeting, the class shall be cancelled and the Instructor shall not be compensated for attending the first meeting or for any cancelled class. If class(es) are cancelled for two (2) consecutive quarters due to lack of enrollment, the class will not be scheduled again until City determines that the public demand has increased.

E. Compensation

Instructors are compensated eighty percent of registration fees paid by class participants and twenty percent is allocated to the Department of Parks and Recreation. Instructors are not allowed to impose additional fees or material costs on participants registered through the City unless such fees or costs have been approved in advance by the Office Recreation Supervisor. Participants will pay material fees directly to Instructor by the second class meeting.

Instructors are paid by Check or Direct Deposit at the conclusion of registration. Invoices and payment cannot be processed until the conclusion of registration.

Instructors will be provided with an IRS 1099 form for tax purposes. Instructors are personally liable for any federal, state, or local taxes incurred and the City will not withhold any deductions from these earnings. It is the sole responsibility of the Instructor to maintain complete and accurate records with respect to all services provided to the City.

F. Contracts

Contracts are to be completed three times per year and are required to be submitted before each season (refer to page 3 for "class sessions"). If a class proposal is approved, instructors will be required to sign the following: (1) Independent Contractor Agreement with the City. The Independent Contractor Agreement specifies the general terms and conditions under which instructor's provide services; including matters such as compensation and insurance requirements. Instructors must review and agree with all terms and conditions of the Independent Contractor Agreement. Instructors must also complete a (2) Class Proposal/Extension application for each class taught each calendar session. The Instructor will then need to agree and sign a (3) Session Addendum: specifies class size, details, requirements, and other pertinent information. Finally, Instructors will have to sign under the Certification section of this document and

attest to having read the policies and procedures outlined. Classes will be cancelled if the required forms have not been submitted and approved. If signed agreements are not submitted by the due date, classes may be cancelled. Instructors may not teach if the agreement is not signed. This Contract Instructor Manual is part of the agreement between the City and each instructor.

G. Independent Status

Under the Independent Contractor Agreement, Instructors act as independent contractors, and not as agents or employees of the City of Huntington Park. Instructors do not receive rights to retirement benefits nor other benefits provided to City employees. Although instructors are not employees of the City of Huntington Park, Instructors do represent the City and must therefore conduct themselves in a professional manner. Instructors must abide by any new policies and/or decisions, including those set forth in this document as it may be amended from time to time.

III. INSTRUCTOR REQUIREMENTS AND RESPONSIBILITIES

A. Fingerprinting & Background Checks

Pursuant to California Resource Code 5164 and City policy, Instructors and all persons under their supervision for the purposes of teaching classes must undergo Live Scan fingerprinting for a criminal background check prior to providing any services for the City of Huntington Park. The Live Scan application will be provided by Department of Parks and Recreation, once a class proposal has been approved. In addition, the department will make arrangements to schedule Live Scan appointments and will cover the cost for Instructor fingerprinting.

B. Business License

All Independent Contractors/instructors are required to obtain a business license through the City of Huntington Park's Finance Department before any services are provided. All fees must be paid in full and a copy of your business license must be submitted on a yearly basis to the Office Recreation Supervisor upon receipt.

For more information on acquiring a business license, please call (323) 584 – 6232 or (323) 584–6210, or download a Contractor's License Application online at <http://www.hpca.gov/112/Business-License>.

C. Insurance

Contractors must submit a certificate of Liability Insurance in the following amounts.

1. **Commercial General Liability Insurance (CGL):** Applicant shall obtain Commercial General Liability Insurance, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits in no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/ location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Description of Operations/Locations/Vehicles:** Include address(es) and/or location(s) of work being performed
3. **Endorsement Page Verbiage:** “The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds” on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connections with such work or operations. General liability coverage is to be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
4. **Accord Forms:** The GL needs to be on a current Accord form 2012 and current or will not be accepted.

Note of Cancellation

Each insurance policy required above, shall provide that coverage and shall not be canceled, except with written notice to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the Entity.

Special Risks or Circumstances

Entity reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

A copy of your current insurance policy will be required when you submit your Independent Contractor Agreement.

Please be aware that the City does not provide insurance coverage for you as an independent contractor and will not defend or pay out on claims brought against a contractor of the City. Therefore, if a claim is made against you and the City, you will be responsible for defending yourself, and potentially for paying a claim brought against you.

For this reason, it is important that you obtain liability insurance to protect yourself. The Southern California Municipal Athletic Federation (SCMAF) offers a Recreational Class Insurance Program for liability and accident protection. Contact the Office Recreation Supervisor at (323) 584-6218 for more information.

D. Equipment & Labor

Instructors are required to furnish all tools, equipment, apparatus, supplies, and materials necessary for their classes unless otherwise agreed to by the City. Instructors assume all risk of loss, damage, or harm to such equipment or materials arising in connection with their services. Instructors are not allowed to distribute and/or sell

personal items or equipment, without prior approval from the Office Recreation Supervisor.

E. Enrollment, Registration and Rosters

Class registration forms are mandatory and must be completed for all students in each session. In the case of drop-in, pay-as-you-go programs, multiple signature forms are mandatory. All registrations and payments must be processed through the Department of Parks and Recreation office before participant is allowed to attend their first class. This policy applies to new and returning participants. Instructors should take daily attendance to ensure proper enrollment and payments. Instructors will not be paid for students that are not on the roster.

The class registration form also authorizes the City of Huntington Park to take and use photos of participants for publicity purposes. As a City of Huntington Park Contract Instructor, you acknowledge your photo may be used for City publicity purposes. Taking photographs of things that are plainly visible from public spaces is constitutional right and that includes government facilities, federal buildings, transportation facilities, and police and other government officials carrying out their duties. As a contractor with the City of Huntington Park, your photo might be taken while at a City facility.

Instructors must call the Department of Parks and Recreation office at least one week PRIOR to the first scheduled class to verify enrollment. Instructors may pick up class rosters from the office or request one via e-mail. If a participant does not show up for the first class, please call the participant to remind him/her of the next class, if you have multiple classes. All correspondence during the course of the class will be collected in the office, so Instructors should check for messages often.

F. Confidentiality

All data, documents, discussion, or other information developed or received by Instructors while providing services to the City must be kept confidential and not disclosed without the City's prior authorization unless disclosure is otherwise required by law. Information that identifies or relates to our students should be safeguarded as confidential. Class rosters contain the names and telephone numbers of students enrolled. Such information is not to be distributed without prior City approval and is for the use of the Instructor only as it relates to the class or program.

G. Anti-Discrimination Policy

In providing services to the City, Instructors must not discriminate against any person because of race, religion, color, sex, national origin, disability, ancestry, sexual orientation, or age.

H. Americans with Disability Act (ADA)

Under the Americans with Disability Act (ADA), 1990, Leisure Service Agencies and their Instructors are required to accommodate individuals with special needs. Instructors must be willing to work with the City of Huntington Park's Department of Parks and Recreation and accommodate those who request assistance.

I. Class Supervision

Instructors are required to establish appropriate rules for conducting the class and to assume responsibility for student discipline to ensure adequate protection of students and facilities. Instructors teaching youth programs must stay with their students at all times. At no time may an Instructor leave the premises before all children have been picked up by a parent or guardian. Instructors must not release children to anyone other than the authorized parent, guardian, or to an individual authorized by the parent.

All classes involving minors age seventeen (17) or younger must be taught in an open atmosphere where parents and guardians are able to observe class instruction, if so desired. At no time can the parent or guardian of a minor be denied access to a class. Parents may monitor children's classes from a reasonable distance as to avoid class distractions. It is the Instructor's responsibility to inform parents that their presence may be distracting his/her child and the class. Children are not permitted to attend adult classes with their parent. Again, immediately and appropriately address the situation, if it occurs.

J. Right to Refuse Service

Contract Instructors can refuse service to participants under the following conditions:

- Participants who are unreasonably rowdy or causing trouble
- Participants whose presence detracts from the safety, welfare, and well-being of other participants or the Instructor
- Participants that may overfill capacity if let in the class
- Participants you believe to be intoxicated

K. Class Cancellations, Make-Up Classes, & Substitute Instructors

The City contracts with an Instructor based on his/her special expertise and experience. The City therefore requires the Instructor to personally perform or directly oversee the performance of the services. If Instructor must completely cancel a class, then he/she must do so three (3) business days prior to the start date, with the prior approval from the City. In the event of such approved cancellation, Instructor shall be responsible for informing all registered participants.

In the event that the Instructor is not able to teach a class due to illness or some other cause beyond the Instructor's control, Instructor must notify City and participants twelve (12) hours before the cancellation is made and follow the ensuing procedures:

1. Instructor can provide a substitute instructor at least as qualified as the Principal Instructor to teach the class at its regular time and place. Substitute Instructors must comply with the City's fingerprinting requirements, must submit a certificate of Liability Insurance, and must also obtain a business license through the City of Huntington Park's Finance Department before any services are provided.
2. If Instructor cannot provide an adequate substitute, then the class will be cancelled and a make-up must be added to the end of the session. Instructor is responsible with notifying participants as soon as possible and inform them of the

make-up date. No more than one cancelled class may be made up per class session.

3. If Instructor has a planned absence, then he/she must follow the steps outlined above and notify the Office Coordinator one (1) week prior to the next class.

L. Instructor Contact Information

Instructors must notify the Office Coordinator as soon as possible if there is a change to the Instructor's address or phone number.

M. Facilities

Instructor's primary responsibility is to ensure the safety of program participants. Prior to class, Instructors must visually inspect the facility to ensure safety. If any aspect of the area appears unsafe, it is the Instructor's responsibility to notify office personnel and to take actions that will ensure participant safety.

N. Set-up & Clean-up

Instructors are responsible for setting-up the work area and being prepared to greet class participants 10 minutes prior to class time. Classes must begin at the agreed upon start time. Instructors for all adult crafts and children classes are requested to wipe down tables and return the room to its original condition in order to accommodate the next scheduled class.

O. First Aid & Incident Reports

First Aid kits are located in all the facilities in which services are provided. It is the instructor's responsibility to notify front office staff when the First Aid Kit is needed. The First Aid kit should be used for minor injuries that may require a band aid or an ice pack. For serious accidents, DO NOT MOVE the injured participant and call 9-1-1. Parent or guardian must be called if an accident involves a minor.

Instructors are required to inform office personnel immediately of accidents or emergency situations that occur or arise during the class time and that may require further action. In the case that office personnel is not available, incident report forms can be picked up at the recreation office and must be completed by the Instructor and submitted within 24 hours of the incident.

IV. DEPARTMENT ROLES, RESPONSIBILITIES & INFORMATION

A. Marketing and Promotion of Classes

The Department will provide a certain amount of publicity for all classes. This will include a listing and description on the City website, flyers and press releases by arrangement. The department will print flyers (within reason). Instructors may and are strongly encouraged to advertise in addition to the class information advertised on the City website. Any publicity that includes the City of Huntington Park or similar City identification or endorsement must be approved by the Director of Parks and Recreation prior to public distribution.

B. Refunds

Participants may request a full class refund due to medical illness or if classes are cancelled by the City (i.e. classes not meeting minimum participation numbers). A refund minus a processing fee will also be processed if requests are made before the second scheduled class. No refunds will be issued for requests made after the second class meeting.

C. Holidays

The City observes the holidays listed below; therefore, classes cannot be scheduled on those days.

- New Year’s Day (January 1)
- Martin Luther King’s Birthday (3rd Monday in January)
- President’s Day (3rd Monday in February)
- Cesar Chavez Day (March 31)
- Memorial Day (4th Monday in May)
- Independence Day (4th of July)
- Labor Day (1st Monday in September)
- Veteran’s Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th)

D. Important Telephone Numbers

Emergencies 911

Huntington Park Police Department (323) 584-6254

Department of Parks and Recreation Office (323) 584-6218

Finance Department (323) 584-6233

V. Certification

Instructors must certify that they have read and understood and agree to abide by the policies and guidelines set forth above by signing and returning this form to the Department of Parks and Recreation prior to providing any services to the City. The City reserves the right to amend these policies and guidelines from time to time. The City will notify Instructors of any such changes within 30 days and Instructors will complete and return to the City an additional certification.

I have read the above and fully understand and agree to these policies.

Instructor Name

Date

Instructor Signature



**City of Huntington Park
Department of Parks and Recreation
Class Proposal/Class Extension**

Principal Instructor Name: _____ Date: _____

Address: _____

Work Phone: _____ Home Phone: _____

Cell: _____ Fax: _____

Substitute Instructor Name: _____

Address: _____

Work Phone: _____ Home Phone: _____

Cell: _____ Fax: _____

Which of the above numbers will you allow us to release to the public? _____

E-Mail: _____

1. Proposed class name: _____

2. Description of class (please write a 25- 40 word description of your class):

3. List reasons why we should offer this program (how your students will benefit):

4. Proposed start date: _____

5. Facility location preferred: _____

6. How many weeks will the class be taught? (circle one) 4 weeks 6 weeks

7. Days and times you would like to teach:

1st choice: _____

2nd choice: _____

3rd choice: _____

8. Age range of participants: _____

9. Number of participants you can accommodate: (Minimum) _____ (Maximum) _____

10. Student class fee: _____

11. Materials fee (list all, if any): _____

12. When should we offer this class? _____ Winter/Spring _____ Summer _____ Fall

Please enclose a brief bio and class outline along with your resume, if submitting a new proposal.

Please submit this application to: City of Huntington Park
 Department of Parks and Recreation
 Attention: Office Coordinator
 3401 E. Florence Ave.
 Huntington Park, CA 90255

The Office Coordinator will review this application and determine its potential to meet the Department's vision, goals, and community needs, before contacting you for a more detailed discussion.

Together, the Office Coordinator/Recreation Supervisor will work with you to determine the specific class/activity design in regards to the facility suitability, facility availability, fee structure, course time frames, participant minimums and maximums, age range, course description, etc. This does not guarantee that your class/activity will be accepted.

Please note, the City will not accept proposals for the following:

- Programs that are similar to programs we currently offer. Please review the most recent posting on the City's website.
- Programs we have offered in the past that have been cancelled (unless you can show that you have the necessary number of participants who are interested).
- Inappropriate programs for the recreation setting or similar programs offered by local community colleges or business/commercial/professional agencies.

If the City accepts the proposal, the Instructor will have to sign a contract with the City and follow the guidelines and policies set forth in the attached guidelines, policies & procedures document.