

City of Seal Beach

Community Services Department



CITY HALL - 211 EIGHTH STREET
SEAL BEACH, CALIFORNIA 90740-6305
(562) 431-2527 x:1344

Thank you for your interest in becoming a contract Instructor with the City of Seal Beach Community Services Department. The Community Services Department is dedicated to building strong families through the provision of recreational opportunities. We believe that the benefits of participating in recreational programs, classes, and events are more important than the activity itself. We look forward to the possibility of working together to reach our common goals and to serve the Seal Beach Community.

The Community Services Department utilizes independently contracted Instructors to provide recreational services to our community. Programs may be designed for early childhood, families, teens, youth, adults, or seniors. The City of Seal Beach is committed to providing accessible services and programs to the entire community today and in the future.

The process begins with the Instructor submitting a "Contract Instructor Application." A copy of this form is included in this packet. This form should be submitted to the Community Services Department located at City Hall, 211 Eighth Street, Seal Beach, CA 90740-6379. Proposals may be submitted in person, by mail, fax, or e-mailed to the Community Services Coordinator.

If an application is approved, the Instructor will be required to enter into a Master Program Instructor Agreement. A sample version of the Agreement is included in this packet.

Instructors will also have to review and sign the Contract Instructor Guidelines and Policies. The most current version of the Guidelines and Policies is included in this packet.

Finally, Instructors will need to complete and sign a Quarterly Addendum to the Agreement for each quarter that the Instructor teaches. A sample version of a Quarterly Addendum is included in this packet.

If you have any questions about this process please contact the Community Services Department at (562) 431-2527 ext. 1344.



Community Services Department Contract Instructor Application

Name: _____ Date: _____

Address: _____

Work Phone: _____ Home Phone: _____

Cell Phone: _____ 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? _____

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 (including \$7 administration fee): _____

11. Materials fee (if any, please indicate what materials): _____

12. When should we offer this class? ___Spring ___ Summer ___ Fall ___ Winter

Please enclose a brief bio and class outline along with your resume.

Please mail this Application to: City of Seal Beach

Attention: Community Services Coordinator
Recreation & Community Services Department
211 Eighth Street
Seal Beach, CA 90740

The Community Services 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 Program Coordinator/Supervisor will work with you to determine the specific course/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 course/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 issue of Shoreline, the Seal Beach Community Services quarterly brochure.
- 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.



Community Services Department Contract Instructor Guidelines and Policies

The City's purpose in contracting with independent Instructors is to provide its residents with recreational activities in a manner that will foster a sense of community, security, fun, and fair play through programs that City staff cannot provide directly. The terms and conditions of the Instructor's work for the City will be set forth in a Master Program Instructor Agreement, Quarterly Addenda to the Agreement that must be completed for each quarter that the Instructor teaches a class for the City, and the guidelines and policies contained in this document.

Contracts

Instructors are required to sign a Master Agreement with the City. The Master Agreement specifies the general terms and conditions under which Instructors provide services; including such matters as compensation, indemnification, and insurance requirements. Instructors must review and agree to all terms and conditions of the Master Agreement. Instructors must also sign a Quarterly Addendum to the Master Agreement for each class taught each calendar quarter. The Quarterly Addenda will specify the class size, program requirements, and other details for the classes Instructors will teach that quarter. Classes will be cancelled if the required forms have not been submitted and approved.

Independent Status

Under the Master Agreement, Instructors act as independent contractors, and not agents or employees of the City of Seal Beach. Accordingly, Instructors obtain no rights to the retirement benefits or other benefits that accrue to City employees. Although not employees of the city of Seal Beach, Instructors do represent the City and must therefore conduct themselves accordingly. Instructors must conduct themselves in a professional manner including dressing and speaking professionally, and supporting City policies and decisions; including those set forth in this document as it may be amended from time to time.

Class Cancellations & Subcontractors

The City contracts with an Instructor based on his or her special expertise and experience. The City therefore requires the Instructor to personally perform or directly oversee the performance of the services. In the event the Instructor is not able to teach a class due to illness or some other cause beyond Instructor's control, Instructor must follow the following procedures:

- A. Instructor must procure at its sole expense 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 and background requirements prior to teaching.
- B. Instructor must notify the City of the substitute instructor's name, qualifications, address, and phone number prior to scheduled class.
- C. All substitute instructors must receive approval from the City prior to a substitute instructor covering a class.
- D. If Instructor cannot procure an adequate substitute, then the class will be cancelled and a make-up must be added to the end of the session. Instructor must notify students as soon as possible of the cancellation and the make-up class.

Compensation

Instructors are compensated based on a percentage of the registration fees collected by the City. Typically, Instructors are paid 65% of registration fees paid by class participants, less an administrative

fee. 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 Community Services Coordinator and published in the quarterly brochure. Students will pay material fees directly to Instructor at first class meeting.

Instructors are paid by warrant check at the conclusion of your class. A 1099 statement will be issued to you at the end of the year documenting your earnings, if \$600 or more. Instructors are personally liable for any federal, state, or local taxes incurred and the City will not withhold any deductions from these earnings.

Records and Inspections

Instructors are required to maintain full and accurate records with respect to all services provided to the City and will be required to make such records available for inspection on 24-hours notice.

Coordination of Work

Instructors are required to coordinate with the City to avoid conflicts of use. Resolution of any conflict is at the sole discretion of the City's Community Services Director or that person's designee.

Arrival & Set-up

Instructors are responsible for setting-up and being prepared to greet class participants 15 minutes prior to class time. Classes must begin at the agreed upon start time.

Facilities

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

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 on City Property.

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 facility.

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. Parents are not permitted to attend children's classes unless the class is designated a parent participation class. It is the Instructor's responsibility to inform parents that they may not remain in the classroom. Children are not permitted to attend adult classes with their parent. Again, address the situation if it occurs immediately and appropriately.

Incident Reports

Instructors are required to inform the Community Services Department immediately of accidents or emergency situations that occur or arise during the class time and that may require further action. Incident report forms can be picked up in the Community Services Department and must be completed by the Instructor and submitted within 24 hours.

Brochure

The Community Services Department publishes 5,000 copies of *Shoreline*, Seal Beach's quarterly brochure and schedule of classes. *Shoreline* will be distributed throughout Community Centers & Facilities, as well as available online and in City Hall. Unless otherwise agreed to by the City, all activities and course outlines are to be performed at times and dates described in the brochure. Additional flyers and advertising are the SBTC Tennis Professional's responsibility and must be approved by the Community Services Manager prior to distribution.

Additional Marketing and Promotion of Classes

The Department will provide a certain amount of publicity for all classes. This will include a listing and description in the quarterly brochure, *Shoreline*, with flyers and press releases by arrangement. Our department will print flyers (within reason) for the instructor if arrangements are made in advance. Instructor may and is strongly encouraged to advertise in addition to the class information printed in the City brochure. Any publicity that includes "Sponsored by the City of Seal Beach" or similar City identification or endorsement must be approved by the Department prior to public distribution.

Enrollment, Registration, and Rosters

Class registration forms are mandatory and must be completed for all students each session/quarter. All registration forms must be processed through the Seal Beach Tennis Center Front Desk. In the case of clinics and drop-in drills, programs, multiple signature forms are mandatory. The City encourages mail-in, fax-in, and walk-in registration; on-site registration is discouraged. Onsite registrations received must be submitted to the Community Services Department prior to the second class. Participants, who have not paid a registration fee to the City, may not participate. Instructors should take daily attendance to ensure proper enrollment and payments. Instructors will not be paid for students not on the roster. All correspondence during the course of the class will be collected in the office, so Instructors should check for messages often.

Participant Minimum & Maximum

The minimum and maximum number of participants and student to Instructor ratio will be established by the Instructor and Community Services Coordinator in the Quarterly Addendum to the Master Agreement. Consideration of the best number for instructional purposes, court and equipment available will be criteria for class numbers. Instructors should not set minimums too high, as class will be cancelled if it is not reached at least three days prior to the start of the class.

Refunds

Students may request to drop a class due to illness, schedule conflicts, or because it was not what they had expected. Refunds are processed only if their request has been made prior to the second class. An administrative fee of \$5 will be assessed. If a class is cancelled due to lack of enrollment, a refund will automatically be processed with no fee.

Fingerprinting & Background Checks

Pursuant to California Public Resource Code 5164 and City Policy, Instructors and all persons under their supervision for the purposes of teaching or aiding classes must submit to undergo Live Scan fingerprinting for a criminal background check prior to providing any services for the City of Seal Beach and must have follow up fingerprinting performed every 3 years.

Anti-Discrimination Policy

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

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 Seal Beach, Community Services Department and accommodate those who request assistance.

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 course.

Instructor Contact Information

Instructors must notify the Community Services Coordinator as soon as possible if there is a change to the Instructor's address or phone number. Instructors must provide the Community Services Department with a valid government issued photo ID.

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

Quarterly Sessions

Winter Session is December through March

- Proposals must be submitted by late August

Spring Session is March through June

- Proposals must be submitted by early December

Summer Session is June through August

- Proposals must be submitted by mid- February

Fall Session is August through December

- Proposals must be submitted by Late May

Call the Community Services Coordinator for specific deadlines.

Important Numbers

Emergencies	911
Seal Beach Police Department	(562) 799-4100
SBTC Tennis Professional	(562) 598-8624
Community Services Department	(562) 431-2527
Brochure inquiries	Extension 1344
Instructor Pay & Insurance	Extension 1344
Contracts	Extension 1344
General information	Extension 1344

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 from to the Community Services Department 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



Community Services Department Master Program Instructor Agreement

This Master Program Instructor Agreement (“Agreement”) is made as of: _____,
 (“Effective Date”)

By and between the City of Seal Beach (“City”) and: _____.
 (“Instructor”)

In consideration of the Parties’ performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows.

1. Scope of Services. Instructor will provide instructional services (“Services”) set forth in any **Quarterly Addenda** executed by the parties, which addenda are incorporated into this Agreement by this reference, on the terms and conditions set forth therein and this Agreement. In the event of any discrepancy between this Agreement and any Quarterly Addendum, this Agreement shall control.

Instructor must perform all Services in accordance with all applicable provisions of federal, state, and local law, and the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City. Instructor shall also comply with all Guidelines, Policies and Procedures for Contract Instructors issued by the City’s Community Services Department, as such Guidelines, Policies, and Procedures may be amended from time to time.

Instructor must establish appropriate rules for conducting classes taught by Instructor within the scope of the Services.

Instructor must coordinate the schedule for providing the Services with City staff so as to avoid any conflicts with prior scheduled uses of City facilities. In the event of a conflict, the City Manager, or his or her designee, shall have the sole discretion to determine priority of use.

Instructor and any of its employees, volunteers, and agents who provide the Services shall be subject to a background check and fingerprinting.

2. Equipment & Labor. Instructor must furnish and maintain at its sole cost all tools, equipment, apparatus, supplies, and materials (collectively “Equipment”) required to provide the Services. Instructor assumes all risk of loss, damage, or harm to the Equipment arising in connection with this Agreement. Instructor shall not charge participants any equipment fees unless such fees are disclosed in advance to City and participants prior to registration.

3. Term. The term of this Agreement shall commence as of the Effective Date and continue until terminated as provided by this Agreement.

4. Instructor’s Compensation. City will pay Instructor on a percentage basis. Instructor will receive 65 % of revenue raised by the class registration, less a \$7 administration fee per Participant. City shall pay Instructor within 30 days of the last day of each registration session. Instructor acknowledges that it is an independent contractor and that City will not withhold any applicable federal or state payroll and other required taxes or other authorized deductions from payments made to Instructor.

5. **Records.** Upon 24 hours notice from City, Instructor must allow City or City's agents or representatives to inspect at Instructor's offices during reasonable business hours all records, invoices, time cards, cost control sheets and other records maintained by Instructor in connection with this Agreement. City's rights under this Section shall survive for two years following the termination of this Agreement.

6. **Termination.** City may terminate this Agreement without cause upon giving Instructor written termination notice not less than thirty 30 days prior to the date of termination. City may also terminate this Agreement upon 10 days' notice to Instructor if Instructor fails to provide satisfactory evidence of renewal or replacement of comprehensive general liability insurance as required by this Agreement at least 20 days before the expiration date of the previous policy.

7. **Designated Representatives.** This Agreement shall be executed by each Party's designated representative, who shall thereby warrant that they are duly authorized to execute this Agreement on behalf of the Parties. The City's representative for all purposes of this Agreement, including execution, is the City Manager or his or her designee. Instructor's primary representative for purposes of this Agreement, including execution, is: _____.

8. **Notices.** All notices permitted or required under this Agreement shall be deemed made when personally delivered or when mailed 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at the following addresses:

To City:	To Instructor:
City of Seal Beach	_____
211 8th Street	_____
Seal Beach, California 90740	_____
Attn: _____	_____

Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

9. **Independent contractor.** Instructor is an independent contractor and not an employee of the City. All services provided pursuant to this Agreement shall be performed by Instructor or under its supervision. Instructor will determine the means, methods, and details of performing the services. Any additional personnel performing services under this Agreement on behalf of Instructor shall also not be employees of City and shall at all times be under Instructor's exclusive direction and control. Instructor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Instructor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

Instructor shall indemnify and hold harmless City and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of city officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Instructor's personnel practices. City shall have the right to offset against the amount of any fees due to Instructor under this Agreement any amount due to City from Instructor as a result of Instructor's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

10. **Assignment.** Instructor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of City. Any purported assignment without such consent shall be void and without effect.

11. **Principal & Substitute Instructors.** Instructor designates: _____, as its “Principal Instructor” for purposes of this Agreement. City is retaining Instructor based on and for the Principal Instructor’s special expertise and experience. The Principal Instructor must personally perform or directly oversee the performance of the Services.

In the event that the Principal Instructor is not able to teach a class due to illness or some other cause beyond Instructor’s reasonable control, Instructor must follow the following procedures:

- Instructor must procure at its sole expense a substitute instructor at least as qualified as the Principal Instructor to teach the class at its regular time and place. Instructor shall ensure that Substitute instructors comply with the City’s fingerprinting requirements.
- Instructor must notify the City of the substitute instructor’s name, qualifications, address, and phone number.
- If Instructor cannot procure an adequate substitute, then the class will be canceled and a make-up must be added to the end of the session. Instructor must notify students as soon as is possible of the cancellation and the make-up class.

12. **Insurance.** Instructor, at its own expense, shall obtain and maintain in effect at all times during the term of this Agreement, all insurance coverage related to every aspect of the Services. Instructor is responsible for securing and maintaining all insurance coverage to provide the Services pursuant to requirements of federal, state, and local law. Instructor must provide proof of general liability, workers compensation, vehicle, and other insurance to City before providing any Services pursuant to this Agreement and again prior to extension or renewal of this Agreement. Instructor shall obtain and maintain general liability insurance of \$2,000,000. City shall be named as additional insured.

13. **Indemnification, Hold Harmless, and Duty to Defend.** Instructor must indemnify, and hold the City, its officials, officers, employees, volunteers and agents (collectively “Indemnities”) free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts or omissions of Instructor, its employees, or its agents or volunteers, in connection with the performance of this Agreement, including without limitation the payment of all consequential damages and attorney’s fees and other related costs and expenses. With respect to any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Indemnitees, Instructor must defend Indemnitees, at Instructor’s own cost, expense, and risk, and must pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Instructor must reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Instructor’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers. All duties of Instructor under this Section shall survive termination of this Agreement.

14. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

15. **No Third Party Rights.** No third party shall be deemed to have any rights hereunder against either party as a result of this Agreement.

16. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

17. **Attorneys' Fees.** If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party all of its attorney's fees and other costs incurred in connection with such action.

IN WITNESS WHEREOF, the Parties hereto, through their respective authorized representatives have executed this Agreement as of the date and year first above written.

CITY OF SEAL BEACH

INSTRUCTOR

By: _____
Jill R. Ingram, City Manager

By: _____

(Print Name)

Approved as to Form:

Its: _____

By: _____
Craig Steele, City Attorney