



**TEMPLE  
CITY**

# **Independent Contract Instructor Guidebook**

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City Hall

9701 Las Tunas Drive, Temple City, CA 91780

Parks and Recreation

10144 Bogue Street, Temple City, CA 91780

(626) 285-2171, ext. 2358

[www.templecity.us](http://www.templecity.us)

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## **I. Purpose Statement**

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The City of Temple City Parks and Recreation Department always seeks to provide recreational experiences to City residents and non-residents for the betterment of the community. This includes offering a wide variety of classes taught by quality instructors.

This guidebook is intended for current instructors and those interested in becoming instructors. The information in this guidebook pertains to the teaching of a fee-based class for the City of Temple City Parks and Recreation Department.

## **II. Why Teach a Class for Temple City?**

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The City of Temple City Parks and Recreation Department is continuously dedicated to improving the quality of life of our community and is constantly looking to work with enthusiastic instructors.

By teaching a class with our department, instructors will have access to the many features that we offer. This includes:

- Great facilities. The Live Oak Park Community Center is maintained in a manner to guarantee the comfort of instructors and participants.
- An advanced computer registration system. The ActiveNet system allows us to maintain facility booking for your class and to process class registrations efficiently. Prospective participants can register online at <https://apm.activecommunities.com/templecityrec/Home>.
- Customer-friendly registration and payment options. Registration can be done in one of many ways: mail, online, or in person, whichever is most convenient. The department accepts cash, checks, and credit card for online registration (Visa, MasterCard, Discover, and American Express).

## **III. Contract Instructor Documents**

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The following are documents that the contract instructor must provide or will be provided with:

- A. Business License. The contract instructor must have a current business license on file with the City of Temple City. The contract instructor must be an established business or DBA (“doing business as”).

- B. Contract Agreement. The City of Temple City reserves the right to negotiate with instructors the terms of the contract. Contract Agreement forms are standard and cannot be changed.
- C. W-9 Form. Under the United States Internal Revenue Code, the City of Temple City is required to report the payment(s) we make to you each year.

The City of Temple City presently does not require, but reserves the right to ask current/future contract instructors for, the following:

- A. Fingerprinting. The City of Temple City *may* require that all contract instructors and individuals who assist in the supervision of minors be mandated to comply with the law. Further instructions and details to be determined in the future.
- B. Insurance. The City *may* require that all contract instructors obtain general liability insurance of \$1 million dollars, with an additional insured endorsement to include the City of Temple City, its officers, officials, employees, and volunteers. The premium cost for this coverage shall be the sole responsibility of the instructor. Further instructions and details to be determined in the future.

It is important that you understand that your agreement with the City is that of an independent contractor and not as a City employee. It does not in any way provide insurance coverage to you as an employee or independent contractor. Therefore, if a liability claim occurs against you and the City, you will be responsible for defending yourself, and potentially for paying a claim brought against you.

As personal protection, it is advised that you obtain liability insurance though it is not currently required by the City.

#### **IV. Class Fees**

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All contract instructors set their class prices. The Parks and Recreation Director or his/her designated person can recommend fee rates but final decision is left to the contractor.

1. Parks and Recreation Class Cancellation and Refund Policy. It is the goal of the Temple City Parks and Recreation Department to provide quality programs and services to the community. Staffing and program decisions are made based on the registrations and anticipated revenues to cover program costs. Cancellations

adversely impact the Department's ability to retain qualified staff and offer high level of services patrons have come to expect. Therefore the Parks and Recreation Commission and City Council have set the following policy on cancellations and refunds:

*"A \$10 cancellation fee will be charged for cancellations made before the commencement of the second week of the program. There will be no make-ups or refunds for missed classes. The Department will not prorate class registration fees for patrons who register after the first day of class. There will be no refunds issued for any program that is \$10 or less."*

2. Class Cancellations. Classes may be cancelled for the following criteria:

- If there are insufficient registrations to cover the expense of the class;
- If there are insufficient funds appropriated by City Council within the city budget; or
- If the instructor is unable to provide the contract service agreed upon by the City. If this is the case, the instructor must notify the Parks and Recreation Department in advance and assist with notifying all participants that the schedule class has been cancelled.

Class or program cancellation will be mutually agreed upon by the contract instructor and the City.

## **V. Class Scheduling**

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Instructors are responsible for submitting class schedules through the Course Proposal Form. The Parks and Recreation staff will try to accommodate your schedule request.

When scheduling your classes, please take note of the following holidays during which programs will not be offered.

New Year's Day  
Martin Luther King, Jr. Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans' Day

Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

## VI. Filling Out and Submitting Your Proposal

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Hardcopies of class proposal forms are available at the Live Oak Park Community Center and Live Oak Park Annex Building, or attached at the end of this booklet. Please fill out the form and return to the Community Center at 10144 Bogue Street, Temple City. Proposals are accepted year-round. Please keep this guidebook for future reference.

- A. Two descriptions are needed:
  - a. The first describes your program in detail. The Parks and Recreation Department wants to know what goes on in your class.
  - b. The second is a written description to sell your program to the public. This should be no more than 2-3 sentences.

### **Example: Math Workshop**

Experience a new approach to Math problem solving and hands-on practice for 4<sup>th</sup> – 8<sup>th</sup> graders. Whether students need review for assistance, advance to new topic for next school years, or prepare for a test, AGI is here for you. This program not only helps with individual improvement in Math, but will also help your student with time management to get overall success in Math.

- B. You must include the dates of your class (be specific). Please do not leave them blank; the dates are necessary to determine facility availability.
- C. You must calculate your own price. Please keep in mind that a percentage (please refer to your Contract Agreement) of your Instructor Fee will go to the City as payment for the use of its facilities. Also, the \$10 Admin fee is not applicable to calculating your own price.
- D. Classes for which the department will not accept proposals for are:
  - a. Classes that are similar to programs we currently offer (please review the most recent Recreation Guide available online at [https://apm.activecommunities.com/templecityrec/Activity\\_Search](https://apm.activecommunities.com/templecityrec/Activity_Search) or published in the Temple City Connect magazine).

- b. Programs that we have offered in the past that have been cancelled due to low/no enrollment (unless you can show that you have the necessary number of interested participants).
- E. Proposal submittal does not guarantee that the class, program, or activity will automatically be added to the Recreation Guide or be offered. Returning instructors may not automatically continue a class without resubmitting a proposal. The City reserves the right to discontinue classes.

## **VII. After Your Proposal Is Selected**

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The Temple City Parks and Recreation Department will contact the instructor once his/her class is selected for the upcoming guide. The instructor will be asked to schedule a meeting with a Parks and Recreation representative to discuss a possible contract.

- A. Contract Agreement. The City will contact you in order to set up a meeting to discuss drafting up a Contract Agreement.
- B. Checking Your Course Enrollment. Once registration begins for a new session, you may inquire with the Parks and Recreation Department at (626) 285-2171, ext. 2358.
- C. How and When to Pick Up Your Attendance Sheet and Evaluation Forms. The attendance sheet and evaluation forms will be available at the Live Oak Park Community Center. Be sure to pick up your attendance sheet and evaluation forms before going to your first class.
- D. Taking Attendance. The instructor is responsible for taking attendance at each class. This is especially important for large classes where participants have shown up to class without paying. Please inform individuals who have not paid to register with the Parks and Recreation Department either in person or online. Participants must either be on your attendance sheet or have receipts before they are admitted to your class. Note: Any participant's outstanding balance will result in a delay of your payment; we will not pay you for money we did not collect.
- E. No Shows. If a participant does not show up for the first class, please contact the participant to remind him/her of the next class.

- F. Payment to Instructor for Services. The contract instructor shall be paid a percentage of the gross registration fees collected as full compensation of his/her services. Payment shall only be issued for the part of the Contract Agreement that he/she fulfills. The amount shall be determined after the session's final class. Class payments will be *processed* according to the City's bill-pay schedule. The first payment will be *processed* (not paid) at the midpoint for class sessions 8 weeks and longer. Payments for class sessions less than 8 weeks will be *processed* at the completion of the session. Please keep in mind that the Parks and Recreation Department *may* require attendance sheets and evaluation forms in the future.

The City of Temple City will add an Admin fee to the class fee that will not be considered part of the gross registration fees.

## **VIII. Facility Usage**

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Classes and activities are conducted in the Live Oak Park Community Center, located at 10144 Bogue Street, Temple City. Instructors must specify the needs of his/her class on the Class Proposal Form in order to have the proper facilities booked. However, the instructor is not required to utilize department facilities, which are subject to availability of such premises and under the sole discretion of the City.

- A. Facility or Classroom Set-ups. All contract instructors using the City of Temple City's facilities will be allowed to set up their classrooms 15 min. prior to the start of class. Instructors must always leave the room in the condition that it was found. This means cleaning up any materials (e.g. art supplies, paper, etc.) after the end of class. Please show respect when classroom is transferred to another instructor.

*See Appendix A for additional House Keeping Rules including instructions regarding the storage of your private property.*

The City shall not be responsible for providing any additional supplies that the class requires (e.g. staplers, tape, paper, etc.).

Department facilities have part-time staff assigned to open and close the facility. If staff is not present, the contract instructor may contact \_\_\_\_\_.

- B. Accident and Incident Reports. All accidents and incidents must be reported, no matter how minor they may appear. Please follow the procedures below:

- a. *If there is a part-time City of Temple City staff person present in the facility, it will be the staff's responsibility to report and prepare the incident report.*
- b. If there is NOT a part-time City of Temple City staff person present, you are to:
  - i. Act calmly, promptly and effectively. Take care of the situation.
  - ii. Be prepared to provide a detailed incident report immediately after the emergency while the patron is still under your care. All accidents on the grounds shall be reported, whether or not witnessed by the instructor. Reports must be as detailed as possible and all information regarding the incident duly noted. This often will be the only written record of the accident and will be most helpful for future references.
  - iii. Accident and incident forms will be available inside the facility.

## **IX. Promoting Your Classes**

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All advertisement materials used to promote classes must be approved by the City of Temple City.

Instructors are encouraged to take advantage of opportunities to publicize their class or program.



# Class/Program Proposal Form for Instructors

(Please complete the entire form)

## Basic Information

INSTRUCTOR'S NAME		DATE	
BUSINESS/ORGANIZATION			
STREET ADDRESS		CITY	ZIP
PRIMARY PHONE		ADDITIONAL PHONE (OPTIONAL)	
E-MAIL ADDRESS			
WEB SITE LINK (OPTIONAL)			
PROPOSAL IS FOR WHICH QUARTER(S)?			
<input type="checkbox"/> Fall (Oct.-Dec.) <input type="checkbox"/> Winter (Jan.-Mar.) <input type="checkbox"/> Spring (Apr.-Jun.) <input type="checkbox"/> Summer (Jul.-Sep.)			

## Course Information

COURSE TITLE
DETAILED COURSE DESCRIPTION
_____
_____
_____
_____
COURSE OBJECTIVES
_____
_____
_____
_____

LEARNING OUTCOMES (WHAT WILL THE PARTICIPANT LEARN/WHAT ARE THE BENEFITS OF TAKING THIS CLASS?)
<hr/> <hr/> <hr/> <hr/>
PLEASE GIVE US A SHORT DESCRIPTIONS OF YOUR PROGRAM THAT WILL APPEAR IN THE CITY'S CONNECT MAGAZINE (BE CREATIVE)
<hr/> <hr/> <hr/> <hr/>
PARTICIPANTS' AGES

### Scheduling, Fee, and Other Information

CLASS SESSION LENGTH (CHOOSE ONE)		
<input type="checkbox"/> 4 Weeks <input type="checkbox"/> 5 Weeks <input type="checkbox"/> 6 Weeks <input type="checkbox"/> 8 Weeks <input type="checkbox"/> 10 Weeks <input type="checkbox"/> Other: _____		
CLASS WILL BE HELD (CHOOSE FROM EACH LEVEL)		
<input type="checkbox"/> Once a week on: <input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday		
<input type="checkbox"/> Twice a week on:		
<input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday		
CLASS TIME START/END	# OF CLASSES	COURSE FEE
From:      AM / PM - To:      AM / PM		\$
MINIMUM AND MAXIMUM RANGE OF STUDENTS PER CLASS		
TYPE OF FACILITY NEEDED (IF ANY)		
LAB FEE OR SUPPLIES FEE (OPTIONAL; NOT INCLUDED IN CLASS FEE)	ANY ADDITIONAL COSTS TO PARTICIPANTS?	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF 'YES' TO ADDITIONAL COSTS, DESCRIBE IN DETAIL		
<hr/> <hr/> <hr/>		

Please attach copy of your resume if relevant to class/program. Also include a list of at least three references:

NAME	PHONE
NAME	PHONE
NAME	PHONE

CITY OF TEMPLE CITY  
PARKS AND RECREATION DEPARTMENT

“CONTRACT FOR SERVICES AND SPECIAL PAYMENT DEMAND”

THIS AGREEMENT entered into the date noted below, by the between the City of Temple City, referred to as City, and     Name/Business Name    , residing at     Address    , referred to as Independent Contractor.

The Independent Contractor will furnish professional services for the City upon the terms and under the following conditions:

It is the express intention of the parties that the contractor is an independent contractor and not an employee, agent, joint venture or partner of the City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the City and the Independent Contractor. Both parties acknowledge that the Independent Contractor is not an employee for state or federal tax purposes or any other purpose. The Independent Contractor shall retain the right to perform services for others during the term of this Agreement.

It is understood and agreed that Independent Contractor possesses distinct professional skills in performing the services described below; that the City contracts for said services in that the City does not perform these services as a part of its regular business; that Independent Contractor understands and believes that services are being performed as an Independent Contractor. Nothing in this Agreement shall in any way be construed to constitute the Contractor or any of its agents or employees as an agent, employee or representative of the City. Independent Contractor shall pay his/her own income taxes and shall not be covered by any City insurance or receive any City benefits. Contractor agrees to and shall defend, indemnify, protect and hold harmless the City and its elective and appointive boards, committees, officers, agents, managers, representatives, employees, contractors, volunteers, and members from and against any and all claims, complaints, allegations, demands, losses, actions, defense costs, fines, penalties, expenses, and judgments in law or equity, or liability of any kind or nature, arising out of or resulting from the services provided by Contractor and Contractor's employees or agents.

It is expressly understood that this Agreement is for the dates specifically stated and that neither party, City nor Contractor, is obligated to continue the program upon conclusion of this contract.

The Independent Contractor agrees to perform and furnish services as follows:

Class Name – Begins     Date    , 2014 for      weeks.

Class #      Age              Day              Time              Fee              Min      Max

Independent Contractor will determine the method, details, and means of performing the above-described services. The City understands and hereby warrants that it retains no right to control the method and means by which the above-described services are to be performed by the Contractor. The City understands and hereby warrants that it retains no right to control the Independent Contractor, Contractor's agents, employees, or assistants in the performance of any of the above-described services.

The City and Contractor acknowledge and understand that during the term of this Agreement, the City may from time to time contract with others to perform similar services.

This Contract may be cancelled by the City only in the event that there are insufficient registrations to satisfy the expense of operating the Class, or if sufficient funds have not been appropriated by the City Council, or if the Independent Contractor fails to furnish the services agreed upon. Independent Contractor will be paid only for that part of the Contractor that he/she fulfills. If a class, program, or an event does not take place because of the Independent Contractor's absence, or because of a holiday or other extenuating circumstances, it is to be made up immediately following the last regularly scheduled class as called for in this Agreement. In the event a Contractor is unable to provide the contract service agreed upon, it is the responsibility of the Independent Contractor to notify the Parks & Recreation Department in advance and to assist with notifying all participants that the scheduled class has been cancelled.

Independent Contractor expressly acknowledges that during the term of this Agreement, Contractor is not an employee of the City and is not entitled to any of the benefits available to the City's employees. Contractor agrees to provide for Contractor's own medical, dental, and vision expenses, including payment of any health insurance premiums, and agrees to hold harmless and indemnify the City for any and all claims arising out of any injury or disability. Contractor shall be solely responsible for providing workers' compensation insurance for the Contractor, Contractor's agents, employees or assistants and agrees to hold harmless and indemnify City of for any and all claims arising out of any injury, disability or death of Contractor or any of Contractor's agents, employees or assistants.

Contractor expressly acknowledges and agrees that during the term of this Agreement, Contractor shall be responsible for the payment of all expenses incurred by the Contractor in the performance of this Agreement.

The Independent Contractor shall provide his/her own personal tools and supplies at his/her own expense. City agrees that Contractor may, but is not required to utilize City facilities to provide services pursuant to this Agreement, subject to the availability of such premises and in the sole discretion of the City. The Independent Contractor shall have a current business license on file with the City.

In consideration of the performance of the Contract, the City agrees to pay the Independent Contractor for his/her services 70 % of the gross registration fees collected and the Independent Contractor agrees that this sum shall be full compensation for his/her services in performing the Contract. The gross registration for pay purposes shall be determined after the final class of the session. The City may add a registration fee to the class fee that will not be considered part of the gross registration fees in this case. The registration fee shall be considered payment for the use of City facilities, as well as to reimburse City for administrative costs. Payment is for professional services and not as an hourly wage. Contractor agrees to take full responsibility for all applicable tax obligations, and agrees to indemnify the City for any tax liability Contractor may incur by virtue of any payments made by the City to Contractor pursuant to this Agreement.

In accordance with this Agreement, the Independent Contractor shall be paid according to the City's bill cut-off policy. Payments will be processed at the mid-point of the class and after the final class of the session.

Execution of Agreement

\_\_\_\_\_  
Independent Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parks and Recreation Director

\_\_\_\_\_  
Date