



**COMMUNITY SERVICES DEPARTMENT
CONTRACT INSTRUCTOR
GUIDE**

INTRODUCTION

Thank you for considering the City of National City (the City) as a possible site for instruction. It is the desire of the City to present a variety of quality classes to its residents and neighboring communities. The following is important information regarding becoming a contract instructor with the City.

- Each contract instructor will enjoy a profit of seventy percent (70%) of the gross revenue of their class. The City will coordinate registration and track attendance records through an online registration software called “Active Net.” The City will process a check for 70% of your class revenue at the end of each season.
- Contract instructors who wish to use the City’s public facilities are required to provide proof of general liability insurance coverage. Insurance may be purchased with the City in the Community Services Department office. By signing the Instructor Contract, Contractor acknowledges and agrees to this insurance requirement. All contractors shall submit proof of liability coverage with endorsements listing the City as an additional insured at least 30 days before the start of the class.
- Contract instructors, and any subcontractors that help teach classes, understand and agree to complete a security clearance including a background check and fingerprinting. (Fingerprinting authorized by California Penal Code Section 11105.3 and California Public Resources Code Section 5164).
- AB 5 (Chapter 296, Statutes of 2019) established new guidelines in determining whether a person working for a company is an employee or an independent contractor. All of the City’s Leisure Enrichment instructors are still considered to be independent contractors and not employees because instructors are free from the control of the City as to how they teach their classes, recreation classes are not the City’s primary business, and it is the City’s understanding the instructors are also teaching classes for other companies (including their own business), or are employed part or full time by another company or retired. If an instructor is only employed by the City, does not work for any other company, does not have their own independent business, and is not looking for other employment, please contact me so we can obtain additional information to determine whether the instructor may qualify as an employee under the new state law.

Thank you again, for choosing our agency in your efforts to educate the public. If you have any other questions or would like more information on how to become a contract instructor please call (619) 336-4290 or email communityservices@nationalcityca.gov

Sincerely,

Audrey Denham
Recreation Superintendent
140 E. 12th St. Suite B National City CA, 91950

HOW TO BECOME A CONTRACT INSTRUCTOR

1. The process begins with the Independent Contract Instructor “proposing” a class or activity. In order to be considered submit the following to the Community Services Department:
 - Contract Instructor Guide Signature Page
 - Instructor Application
 - Program Proposal
 - Resume and/or Certifications.
2. The Community Services Department will review the application with all documents attached, and assess the class/activity to determine its potential in meeting the Department’s vision and goals. If your class/activity is selected you will be contacted to schedule an interview to discuss your class/activity in more detail and complete the following.
3. The Community Services Department will work with you to determine the specific design of a class/activity in regards to facility suitability, facility availability, fee structure, class dates and times, participant maximums and minimums, age ranges, course descriptions, etc.
4. The fee structure for Independent Contract Instructors may vary depending on actual program costs and costs to the City. The base payment for all contractors will be 70% of registration fees collected.
5. Once the Independent Contract Instructor interview and fingerprints are cleared. A written contract is produced which states specifically the courses or services that you are agreeing to. The following requirements will need to be processed prior to the start of class:
 - Insurance
 - Instructor Contract
 - City of National City Business License
 - W-9

LESSON PLAN

Lesson plans are also required for all new Contract Class instructors to demonstrate how your students will achieve success in your class.

INSTRUCTOR RESPONSIBILITIES

Contract Instructors are expected to conduct themselves in a professional manner at all times with the public and City personnel. As a Contract Instructor you are expected to:

- Ensure the safety of participants at all times.
- Teach only the classes you are contracted to teach.
- Teach the class as described in the proposal.

- Strive to accommodate participants of all abilities and skills levels.
- Accept constructive evaluation of your program and strive to improve based on feedback from participants.
- Adhere to, and support, City policies and procedures.
- Maintain a cooperative and working relationship with the Department.
- Leave all facilities and equipment in good condition after use.
- Be thoroughly prepared for, and give full attention to, participants during class time.
- Maintain a professional appearance at all times.

CONTRACT INSTRUCTOR AGREEMENT FINGERPRINTING

Contract Instructors, over the age of 18, are required to be fingerprinted by the City of National City and pass a criminal background check conducted at their expense.

CLASS REGISTRATION AND ROSTER

Participants register on a quarterly basis according to the program begin and end dates. Both residents and nonresidents can register beginning on the first day of registration.

Any participant taking a contract class must be registered through the City of National City. There are two convenient ways for participants to register:

- Online at the City's website: www.joinnatcity.com
- In person at our Recreation Centers

It is the Instructor's responsibility to ensure that all class participants are registered and are signing the attendance sign-in sheet at each class.

REGISTRATION FEES

The City of National City is responsible for the registration of all participants, fee collection, and refund processing.

Participants may not submit registration forms and/or payment to Contract Instructor.

Class registration fees are established based on a formula that meets the minimum revenue requirements approved by City Council.

PARTICIPANT WAIVER

Waivers must be completed before any participation will be allowed. Waivers cannot be signed by minors. Activity participants under 18 must have a waiver signed by a parent or legal guardian.

FACILITY USAGE

The City is responsible for providing Instructors with a clean and clear facility in which to host their programs each day. At the end of each class, it is the responsibility of the Instructor to leave the room as they received it. It is important to inform staff of any facility or equipment issues that come to your attention while in City facilities.

ADVERTISING & MARKETING

While the Community Services Department markets our contract class program as a whole, it is the Instructor's responsibility to develop their individual promotional items and cultivate their programs participant base. Marketing materials created by Instructors will need prior approval from the Coordinator prior to distribution at City facilities.

City of National City Responsibilities:

- City E-newsletter & City Guide
- The City's Website
- Social media

MATERIALS FEE

A material fee can be charged to participants in addition to the class registration fee. A materials fee should only be charged to participants if they are walking away from the class with something. Contract Instructor will need to specify if there is a materials fee associated with the class and how much it is per participant.

PHOTOGRAPHY

When registering for a contract class, all participants agree to the participant waiver. This waiver authorizes the use of photos of participants for publicity purposes.

CANCELLING AND MAKE-UP CLASSES

It is the responsibility of the Instructor to contact class participants regarding any cancellations or rescheduling.

INSTRUCTOR PAYMENTS

Contract Instructors will receive 70% of the class registration fees paid by each participant. The City of National City will retain the remaining 30% of class registration fees.

INCIDENT REPORTS

All accidents and incidents should be reported, no matter how minor they may appear. If an accident occurs in your class, please act calmly, promptly, and efficiently and take care of the situation. Please notify facility staff immediately. They will be responsible for preparing the accident and incident report.

HOLIDAY CLOSURES AND FURLoughS

The City of National City observes the following holidays and as well as a 2-week unpaid work furlough. Please keep in mind that these holidays may affect your class schedules.

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| New Year's Day | Labor Day |
| Dr. Martin Luther King Jr. Day | Thanksgiving Day |
| Cesar Chavez Day | Day after Thanksgiving Day |
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |

EMERGENCIES

In the event of an emergency, Contract Instructors shall immediately contact 911 to request aid, and then inform on-duty City of National City staff of the actions taken.



City of National City Contract Instructor Guide

I, _____, have read, understand, and agree to adhere by the policies and procedures set forth in this guide.

X

Contract Instructor's Signature