

City of Tustin Parks and Recreation Department

Contract Instructor Agreement

1. As representatives of the City of Tustin Parks and Recreation Department, all Contract Instructors must adhere to the Department Values: Have a positive attitude, be a team player, be respectful of others, be honest and truthful, be reliable, be accountable, foster professionalism, be approachable, provide excellent customer service and communication to City staff and patrons.
2. Yelling, arguing, rudeness, indirect or veiled negative communication written or verbal, or any negative behavior toward others will not be tolerated and is grounds for termination of Contract Instructor Agreement.
3. Contract Instructors must notify the Recreation Coordinator of any issues or complaints regarding students, parents and public users of a facility.
4. Class registrations are taken by the City of Tustin Parks and Recreation Department. Contract Instructors may not obtain registrations or take payments.
5. Contract Instructors may only teach those who are registered in class(es). Parks and Recreation staff will conduct random class counts to ensure that all participants are enrolled. This includes private tennis or pickleball group lessons. Private lessons are only for one-on-one instruction and require approval from the Recreation Coordinator.
 - a. All private lessons must be booked at the instructor's expense at the commercial rate. Any private lessons being taught at the expense of the patron and booked under the contract instructor's client name are not permitted and grounds for cancelation of all current and upcoming contracts with the Contract Instructor.
6. All Contract Instructors who work with participants under 18 years of age must submit to a Live Scan fingerprint background check (form **must** be obtained from Recreation Coordinator). Under the State of California Education Code 10911.5, recreation program employers are mandated to fingerprint all employees having direct contact with any minor on or before the first day of activity. Due to the serious nature of this matter, if minors are allowed to participate in any classes taught by the Contract Instructor or employees without Live Scan clearance, the Contract Instructor Agreement will be terminated.
7. For programs with more than one instructor (i.e., sports organizations, dance studios, etc.), only the company owner, manager, or head coach must submit to a Live Scan using the form provided by our agency. However, said owner, manager, or head coach must conduct a fingerprint check for any employees working with minors under the City of Tustin's contract. The names and dates of clearance must be submitted on a "Contractor Background Certification" form obtained from our agency. This form must be updated each time a Contract Instructor hires new staff.
8. All Contract Instructors must provide a Certificate of Liability Insurance naming the City of Tustin as an additional insured in the amount of one (1) million dollars, an Additional Insured Endorsement, a 30-day Cancellation Endorsement, and a Primary and Non-Contributory Endorsement. A flyer with exact language and requirements can be obtained from our office. Staff will send an email reminder up to four (4) weeks before insurance documents expire. It is the Contract Instructor's responsibility to send renewed insurance on or before the due date. **Information not on file or up-to-date will result in immediate termination of the Contract Instructor Agreement.**
9. Contract Instructors must have a valid mailing address, email address, and phone number on file. Most of the communication will be electronic, so Contract Instructors must frequently check their email accounts. Contract Instructors are responsible for providing updated contact information to our department, which can be updated on the Activity Information Worksheet or by sending the Recreation Coordinator an email.

10. Contract Instructor contracts must be acknowledged electronically and returned to the Recreation Coordinator before each session's Registration Day. Failure to comply will result in classes being removed from the Tustin Today activity guide and/or cancellation of classes and nonpayment.
11. Rosters for each class can be obtained via Civic Rec. Contract Instructors should monitor enrollment by visiting <https://secure.rec1.com/CA/tustin-ca-recreation/catalog> and logging into the Instructor Portal.
12. Class changes or cancellations must be made at least four (4) business days before the start of class unless for inclement weather. Contract Instructors must email contractclasses@tustinca.org, as well as notify students of any changes, cancellations, and class credits including class numbers and total dollar amount to be credited.
13. Classes taught at City of Tustin facilities and parks with zero or low enrollment may be cancelled at the discretion of the Recreation Coordinator up to five (5) business days before the start of class.
 - a. Unsuccessful classes with less than minimum enrollment for 90 days or more are also subject to cancellation and contract termination.
14. Parks and Recreation staff will update the City of Tustin mudline at (714) 502-8010 with information on field closures in inclement weather. Coordinate make-up classes or partial class credits with the Recreation Coordinator should bad weather conditions prevent classes from occurring.
15. If Contract Instructor's classes are at a City of Tustin facility and the room is not clean or set up properly, or is being used by someone else, please see a staff member at that facility. For classes after regular business hours, and if a Parks and Recreation staff member is not available, contact the Tustin Police Dispatch desk at (714) 573- 3225.
16. If Contract Instructor's classes are at a City of Tustin Park and a sports team or member of the public is using the designated class space, ask to see a permit. If they cannot provide proper documentation, contact the Tustin Parks and Recreation office at (714) 573-3326. If the class is after business hours, contact the Police Department dispatch desk at (714) 573-3225.
17. Contract Instructors using the City of Tustin facilities and parks may be moved to other locations within the City due to facility and park availability, special events, facility maintenance, or other unforeseen circumstances. The Recreation Coordinator will try to cause minimal disruptions to classes but has the discretion to move classes as necessary.
18. Contract Instructors teaching camps must have proper sign-in/sign-out procedures when parents drop off and pick up their children. Additionally, Contract Instructors are responsible for creating an Emergency Form to be completed by parents on or before the first day of class. A copy of the sign-in sheet and Emergency Form must be submitted with the signed Contract Instructor Agreement.
19. The Contract Instructor/participant ratio must be adequate for each class. Contract Instructors must consider the age of participants, type of class offered, room size/capacity, and all county, State, and Health Department guidelines. Contract Instructor to participant ratios should be as follows:
 - a. Ages 3 to 5, ratio 6:1
 - b. Ages 6 to 14, ratio 10:1
20. All promotional materials must be of professional quality and approved by the Parks and Recreation Department before distribution. Please submit a request to the Recreation Coordinator for staff to design a flyer and make copies (limited to 100) if needed. Requests must be made at least two weeks in advance.
21. Payment requests will be submitted to the City Finance Department within two weeks of the last class meeting. Please call the Recreation Coordinator if you feel a payment is missing or late.
22. Termination of Contract Instructor Contract

- a. The Recreation Coordinator determines if the Contract Instructor’s provision of services, programs, and/or staff endangers the public health, safety, and/or welfare of participants or facilities or constitutes inappropriate behavior and reserves the right to terminate this Agreement immediately.
- b. If the Contract Instructor fails to comply with any terms expressed in this Agreement, the Recreation Coordinator may immediately cancel, terminate, or suspend this Agreement, in whole or in part. As a result, the Contract Instructor may be ineligible for other agreements.
- c. The Contract Instructor may terminate this Agreement at any time by delivering thirty (30) days written notice to the Recreation Coordinator before the effective date of termination.
- d. The Recreation Coordinator may terminate this Agreement for any reason by delivering thirty (30) days written notice to the Contract Instructor.

23. Parks and Recreation contact information is as follows:

- a. Parks and Recreation front desk: (714) 573-3326 or tprd@tustinca.org
- b. Rosters/Insurance/Class Cancellations: contractclasses@tustinca.org
- c. Changes to Activity Information Worksheets: sfinn@tustinca.org

CONTRACT INSTRUCTOR

Print Name

Contract Instructor Signature

Date