



Dear Instructor Applicant:

Thank you for considering the City of Dana Point as a possible site for instruction. It is the desire of the City of Dana Point to present a variety of quality courses to our residents and neighboring communities. The following is important information regarding becoming a contract instructor with the City of Dana Point.

- The following is a breakdown of percentages that each instructor will receive:
 - 70% - Classes held at the Dana Point Community Center.
 - 80% - Classes held at the instructor's place of business, a City of Dana Point Park or classes held virtually online at the instructor's home or place of business.
- The City of Dana Point will cover the cost of liability insurance for classes held at the Dana Point Community Center or a City of Dana Point Park.
- For classes held offsite at an instructor's place of business, the City requires that the Contractor maintain and provide proof of general liability insurance in the amount of one million dollars listing the City of Dana Point, its employees, officials, and agents, as additionally insured. The general liability coverage must be \$1,000,000 per occurrence for bodily injury and property damage. The general aggregate limit must be twice the required occurrence limit. The Contractor's insurance shall be primary and non-contributory with the additional insured's own insurance. The instructor shall submit to the City proof of liability coverage with endorsements listing the City as additional insured, prior to the approval of the contract. For children's classes held offsite, not at a City facility additional insurance requirements are needed. See section 15 in the attached instructor contract.
- If the instructor has "employees", the instructor is required to provide the City proof of Workers Compensation Insurance. Insurance documents must be submitted prior to the approval of the contract. If the instructor does not have employees, the instructor must complete and submit a Workers Comp Exemption form provided by the City.
- The instructor and any employees they have that will be teaching must be fingerprinted and pass a criminal background check prior to the approval of the contract. The City of Dana Point will pay for this service.
- All instructors working with children must provide proof of passing a T.B. test within the last 12 months prior to the start of the proposed class date. Instructors must take the test at their own expense. TB test results are valid for 4 years from the date you submit the result to the City.

- All instructors and their employees teaching classes must submit proof of either personal or business automobile insurance coverage prior to the approval of the contract.
- When completing the course schedules, please note that the City requires the minimum number of students in each class to be “5”. If the minimum number of students is not met, classes will be cancelled.

For your class(es) to be considered, the following forms must be completed and returned to the Recreation Manager. You will be notified within 3-4 weeks of submittal whether your proposal has been approved or denied.

- Instructor Application
- Instructor Contract
- Contract Course Schedule

If your submittal is chosen, the following requirements will need to be processed prior to approval of the contract.

- Live Scan Criminal Background Check
- T.B. Test (if teaching children’s classes)
- W9 Form
- General Liability Insurance (for classes not held at a City facility or park)
- Proof of current automobile insurance
- Proof of Workers Compensation for instructors that have employees OR if no employees the Workers Comp Exemption form.

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 our classes, please call (949) 248-3507.

Sincerely,

Melissa Muraira
Recreation Manager
mmuraira@danapoint.org
34052 Del Obispo, Dana Point, CA 92629
(949) 248-3507

Instructor Application

(Additional sheet(s) may be attached to complete this information.)

Please print clearly

Instructor Name	Home Phone
Mailing Address (street, city, state, zip)	Cell Phone
	Email
Date of Birth (Month/Date/Year)	
Qualifications: What is your educational background regarding the class for which you are applying to teach?	
Please include at least three (3) references with phone numbers.	
What type of class are you interested in teaching?	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input type="checkbox"/> No	

I, the undersigned, signify that the enclosed information is true and accurate to the best of my knowledge. I understand that giving false information can result in termination of any future contracts with the City of Dana Point.

Sub-contracting: The City of Dana Point is aware of its obligation to provide quality programs for the local residents. In the event that you intend to sub-contract your responsibilities as instructor to another party, you will need to provide this office with the qualifications your sub-contractor has to instruct the class **before** he/she begins doing so. Sub-contractor also has to go through the live scan fingerprinting and TB test (if teaching children) and supply proof of automobile insurance.

Applicant's Signature:

Date:



SAMPLE Instructor Contract – City of Dana Point Recreation Division

The City of Dana Point hereby contracts with SAMPLE to instruct SAMPLE classes. It is understood by both the City of Dana Point and the instructor that this contract is valid and binding from the date signed for the period of January 1, 2024, until December 31, 2024.

The agreement between the instructor and the City of Dana Point shall be as follows:

1. At all times while performing services pursuant to this agreement, the status of the instructor shall be that of an independent contractor, and the instructor shall not become an employee of the City for any purpose, nor become eligible for any employee benefits.
2. The instructor shall submit a "Contract Instructor Payment Request Form" to the Recreation Manager, in order to request payment for services rendered. Unless otherwise agreed to under *Special Provisions*, all payment of fees for service rendered by the instructor shall be made in a single payment at the conclusion of each quarter, which will include all of the classes conducted during that time period. Also, unless otherwise expressed in *Special Provisions* the instructor shall receive seventy (70) percent of the generated revenue at the end of the class.
3. It is the instructor's responsibility to access and print out the online class rosters through the log-in information that the City provides to the instructor. The City requires a minimum number of 5 students in the class. Instructors shall attend the first class meeting if at least one student is enrolled. If the minimum number of 5 participants is not attained prior to the second class meeting, the class will be cancelled and the City will issue full refunds to the class participants. The instructor will be under no obligation to provide services, and the City will be under no obligation to pay the instructor any compensation when a class is canceled.
4. The instructor will furnish equipment and materials for the classes they teach; except tables and chairs, which are available to the instructor through the City. The instructor is responsible for his/her own set-up and take-down of their own equipment. Instructor is responsible for leaving the room in the same condition as found. The City does not provide storage for any equipment owned by the instructor.
5. In the event of any emergency or injury, the instructor must immediately notify the City staff on duty. City staff shall provide first aid assistance to the injured participant and complete an incident report. If City staff is unavailable, the contractor takes full responsibility for the care of his/her students, until City staff or first responders arrive.
6. In the event the instructor is ill, or for any other reason cannot attend a particular class meeting, the instructor is responsible for obtaining a qualified substitute instructor, and notifying the Recreation Manager first and then the students, of the cancellation and postponement. The Recreation Manager must be notified in writing of all changes and the substitute is required to successfully completed the City's live scan clearance, TB testing (for children's classes), and the necessary liability insurance obtained in order to sub.
7. The instructor shall provide the Recreation Manager with a listing of all-potential substitutes and assistants for his/her classes. Such list shall include a current telephone number and email address of each sub or assistant, so that persons may be reached in the event of an emergency.
8. The instructor cannot terminate his/her services during an activity session without justifiable cause, and without first giving two (2) weeks prior notice to the Recreation Manager and the students.
9. This agreement shall be in effect once it is signed by the instructor and the City's Recreation Manager. Any modification of this agreement will be effective only if executed in writing and signed by both parties.
10. Breach of Contract: Any breach of this agreement may result in corrective action ranging from a probationary period up to and including immediate cancellation of the class and this contract. The City of Dana Point reserves the right to cancel any class at any time, for any reason.

11. No instructor shall be permitted to collect registration fees. In addition, an instructor may not allow a student to participate in a program until he/she has completed the necessary registration form with his/her signature releasing the City and instructor from liability and paid for the program through City of Dana Point Recreation. It is the responsibility of the instructor to check the class roster to make sure the participant has signed up for the class.
12. Brochure Information: It is contracted instructor's responsibility to provide brochure information (dates/class descriptions, etc.) to the Recreation Manager by the required deadline. Any changes desired by the instructor after submitting this information may be made in writing prior to the deadline date listed for each session.
13. The City of Dana Point will procure general liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate coverage, for each contracted instructor conducting class(es) at the Dana Point Community Center or another City facility or City park location .
14. For contracted instructors teaching classes that are not held at a City facility or park location, the City requires that the contracted instructor maintain and provide proof of general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage; and \$2,000,000 general aggregate coverage. An additional insured endorsement is required, naming the City of Dana Point, its employees, officials, and agents, as additionally insured, and stating that the instructor's insurance is primary and non-contributory with the City's insurance. The insurance must be placed with carriers authorized and admitted to do business in the State of California with a current A.M. Best's rating of A- or better and a financial size of VII or greater.
15. If teaching children's classes offsite, not at a City facility or park, contract instructor must also obtain Sexual Abuse/Molestation Insurance liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 General aggregate. Coverage may be provided as part of commercial general liability coverage, professional liability coverage, or a separate policy.
16. If the instructor has any employees, the instructor must provide proof of Workers Compensation Insurance. If the instructor does not have employees, the instructor must complete and submit a Workers Compensation Exemption form provided by the City.
17. All instructors and their employees teaching classes must submit proof of either personal or business automobile insurance coverage.
18. All new contracted instructors must be fingerprinted and pass a criminal background check. The City will pay for this service and will provide the necessary paperwork and location of where this service is offered.
19. All new instructors working with children must provide proof of passing a T.B. test within the last 12 months from date of this contract. If the instructor has not had a T.B. test within the past 12 months, the instructor must take a test at their own expense and provide the City of Dana Point with the results at least two weeks prior to the class start date. TB tests results are valid for 4 years once they have been submitted to the City. Instructors will need to submit a new TB test result after the 4 year period.
20. The City of Dana Point will promote the classes through social media, the City website and the City's Lookout magazine.
21. The minimum number of participants needed to hold the online class is five.
22. Online classes are exclusively for those who have registered through the City of Dana Point.
23. The contracted instructor is responsible for printing out a class roster prior to the class start date and ensuring that the participants in the online class are on the roster.
24. The City holds no liability for any claims, damages, personal injury, death, cost or expense incurred by any contracted instructors or participants while they are teaching or participating in the online class.
25. If supplies/materials are required, the contracted instructor may drop them off at the Community Center for the participants to pick up during our normal business hours, 48 hours prior to the start of the class.

I hereby waive, release, and discharge any and all claims for damages for personal injury, death, communicable diseases, illnesses, viruses, cost, expense, or property, including computers, networks, and loss of data which I may

have, or which may hereafter accrue to me, as a result of participation in or instruction of the class. This release is intended to discharge in advance the City of Dana Point, its officers, employees, and agents from any and all liability arising out of or connected in any way with my participation, including any instruction of, said activity, even though that liability may arise out of negligence or carelessness on the part of the City of Dana Point, its officers, employees, and agents. It is understood that this activity involves an element of risk and danger of accidents and knowing those risks I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. I agree to indemnify, release, not to sue, and hold harmless the City of Dana Point, its officers, employees, and agents free and harmless from any loss, liability, damage, cost or expense which they may incur as the result of my death or any injury or property damage that I may sustain while participating in or instructing said activity.

SAMPLE SAMPLE

SAMPLE SAMPLE

SAMPLE SAMPLE