



Instructor Agreement Checklist

Instructor Name:
Legal Business Name:

Agreement:

- Completed Agreement (2 original copies with “wet” signature)
- Class Proposal Request (Attachment “A”)
- Substitute and/or Additional Instructor Information (Attachment “B”)

Vendor Packet:

- Business License (Copy)
- Liability Insurance
 - \$1 Million Per Occurrence
 - \$2 Million General Aggregate
 - List “City of Meniffee” as additionally insured (29714 Haun Red Meniffee, CA 92586)
- Worker’s Compensation Insurance (Accord 25 Form, or if eligible, provide waiver)
 - \$1 Million Per Occurrence
 - \$2 Million General Aggregate
- Vendor Form (Only if new instructor with the City or change made to DBA)
- W-9 Form (Only if new instructor with the City or change made to DBA)

Onboarding:

- Live Scan (For New Instructors)
 - Live Scan for Substitutes and Additional Instructors (Attachment “B”)
- CalPERS Exclusion Form

*All documentation must match legal “Doing Business As” name.

*All documentation must be valid. Instructor responsible for updating documentation upon expiration.

Office Use Only	
Date Checklist Completed:	Class Fee – R: \$
Percentage Split:	Class Fee – NR: \$
Enrollment Dates	
First Day In-person:	First Day Online:
Last Day In-person:	Last Day Online:



City of Menifee
 CommunityServices Department
 29995 Evans Road
 Menifee, CA 92586
 P: (951) 723-3880 F: (951) 723-3881
 www.cityofmenifee.us

CONTRACT INSTRUCTOR AGREEMENT

COMMUNITY SERVICES DEPARTMENT POINT OF CONTACT:
 Chelsea Bollinger (Community Services Coordinator)
 Office: (951)-723-3898 Email: cbollinger@cityofmenifee.us

Full Legal Name:	Business Phone:
Mailing Address:	Business Email:
City, Zip Code:	Class Title:

This Agreement is entered into on [redacted] by the City of Menifee, hereinafter referred to as "City" and [redacted] an individual/company, hereinafter referred to as "Instructor". Both parties hereto agree as follows:

CITY RESPONSIBILITIES

1. **Facility Use:** City grants permission for Instructor to use City and/or Community Partner facilities for conducting said class on an as available basis. Instructor is to complete a facility use permit prior to the start of this contract. Instructor shall maintain the premises in a neat, clean and sanitary condition. If premises are not kept in a satisfactory condition, the City has the authority to terminate the portion of the agreement pertaining to the problem facility. Instructor shall not make any alterations to the facility, either temporary or permanent, without the prior written approval of the City. Permission to use requested facilities is granted upon the discretion of the City. Facility availability is subject to change.
2. **Advertisement:** City shall be responsible marketing classes on website, creating fliers, renting out their facility for class, promoting class in annual brochure – as space permits (with a minimum of three months' notice by the Instructor), submitting press releases and conducting onsite and online class registration and handling refunds.
3. **Registration Fees:** Registration fees shall be collected by the City through set registration procedures designated by City staff. Following the collection of registration fees, the City shall confirm the number of participants enrolled. The Instructor will be compensated only for participants who have paid. Any registration collected by an agency other than the City and its staff is not valid; participants who registered with an outside agency will not be allowed to continue participation in City classes or activities.
4. **Compensation:** Payment to Instructor will be made at the conclusion of each session in accordance with the City's Check Write Schedule. City agrees to compensate Instructor for each service that Instructor performs as follows:

Instructor Status	Revenue Split		Instructor Status	Revenue Split	
<i>Utilizing City Facility</i>	<i>City</i>	<i>Instructor</i>	<i>Utilizing Instructor Facility</i>	<i>City</i>	<i>Instructor</i>
For Profit, Resident	30%	70%	For Profit, Resident	20%	80%
For Profit, Non-Resident	40%	60%	For Profit, Non-Resident	30%	70%

INSTRUCTOR RESPONSIBILITIES

1. Instructor shall conduct said class as indicated on the Class Proposal Request, incorporated herein by reference Attachment "A". Any deviation from said proposal must be approved by the Community Services Department prior to class initiation and with proper notification (minimum 10 business days).
2. In compliance with Public Resource Code, Section 5164, the following is required for all substitute and additional instructors:
 - a. In the event and to the extent the Instructor and/or his/her employees shall have supervisory or disciplinary authority over any minor or as part of the services to be performed hereunder, the Instructor is required to ensure that he/she and all of his/her employees comply with Public Resources Code, Section 5164, namely, they must undergo a criminal background check before being retained or hired by the City.
 - b. Evidence of compliance shall be presented to the City, before this contract is signed by the City, for the Instructor and all current employees as listed in Attachment "B". Additionally, evidence of compliance under this subparagraph shall be presented to the City during the contract term for each new employee of the Instructor, before said new employee commences performing under this agreement.
 - c. "Evidence of Compliance" under terms of this paragraph means that the result of the criminal background search method listed below reveals no convictions for the offenses listed in the Public Resources Code, Section 5164. The Instructor shall present to the City each person to be checked, who shall submit to fingerprinting pursuant to Section 11105.3 of the Penal Code. The Instructor, its employees, agents, consultants, contractors and volunteers must comply with fingerprinting requirements, Public Resources Code, Section 5164, by presenting proof of Live Scan to the City, prior to commencing work with minors. Based upon said information, the City shall conduct a criminal background investigation of the Instructor or any of his/her employees performing hereunder. The Instructor shall pay to the City all costs the City incurs in performing said background investigation. Said payment shall be tendered to the City prior to the Instructor or any of his/her employees commencing performance hereunder.
 - d. If the background check for Instructor, Instructor's employees, or agreed upon substitute personnel or subcontractor reveals illegal or objectionable information or activities, the person to whom the background check applies shall be prohibited from providing the services hereunder and, in the City's sole and absolute discretion, this Agreement may be terminated, in which case the Instructor will be entitled to no further compensation under this Agreement.
 - e. Failure of the Instructor and their designated staff members to comply with the provisions of this paragraph shall be grounds for immediate cancellation or termination of this contract by the City of Menifee.
3. **Standard of Performance:** Instructor shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions. It is understood and agreed that Instructor has the professional skills, experience and knowledge necessary to perform the work agreed to be performed under this Agreement; that City relies upon the professional skills of Instructor to do and perform Instructor's work in a skillful and professional manner; and Instructor thus agrees to so perform the work. It is further understood and agreed that Instructor is apprised of the scope of the work to be performed under this Agreement and Instructor agrees that said work can and shall be performed in a fully competent manner.
4. **Drug Free Workplace:** Instructor agrees to comply with the City's Drug Free Workplace Policy.
5. **Pervious Employment:** Instructors, Substitutes and/or Additional Instructors are required to report if they are currently or have been previously employed by the City of Menifee. This information will be reviewed and a determination will be made regarding whether the individual is eligible to continue to be a representation of the City free of any Conflict of Interest as defined by City policy. If this information is not communicated immediately to the City, class shall be cancelled or postponed at the City's discretion.
6. **Tools and Equipment:** The Instructor shall furnish all tools, equipment, apparatus, supplies and materials unless otherwise mutually agreed by the City. Instructor assumes all risk of loss, damage, or harm to such equipment or materials arising in connection with this Agreement.

7. **Addressing New Students:** The Instructor shall contact all registered students no later than five (5) business days prior to the first scheduled meeting of the class with a welcome email/phone call and provide participants with a thorough description of class requirements, including: clothing, special materials, material fees, etc.
8. **Class Cancellation:** In the event an instructor will not be able to teach class due to illness, etc. the Instructor will implement the following procedure:
 - a. Instructor will procure a substitute instructor equally or better qualified and acceptable to the City to instruct class at the prescribed time and place. Replacement instructors must meet the criminal background screening and fingerprinting requirements according to California Public Resources Code Section 5164.
 - b. Instructor will notify designated City staff regarding the substitute's name, qualifications, address, and phone number. Payment for substitute instructors shall be the responsibility of the Instructor.
 - c. Instructor is responsible for ensuring substitute instructors meet all of the criteria stipulated in these Terms and Conditions, including but not limited to, maintaining a valid City of Menifee Business License, providing valid certificates of insurance in accordance with City policies, and providing proof of Live Scan.
 - d. If a substitute cannot be procured, the class will be cancelled and a make-up class must be added to the end of the session.
 - e. The Instructor will be responsible for notifying the students of the cancellation.
 - f. In the event of a cancellation, the Instructor is responsible for communicating with City staff at earliest possible notice and no later than twenty four (24) hours from class start time.
9. **Supervision:** The Instructor agrees to establish appropriate rules for conducting the class and to assume responsibility for student discipline to ensure adequate protection of students and the facility. Students should not be left alone in the classroom at any time.
10. **Advertisement:** The Instructor shall not advertise, print or publish any promotional materials in connection with the instruction or service to be conducted under this Agreement without the prior written approval of the Director of Community Services or his/her authorized representative.
11. **Assumption of Risk:** The Instructor works at his/her own risk.
12. **Registration and Additional Fees:** The Instructor agrees not to accept any registration fees from students. The Instructor may collect additional fees for materials and supply costs as approved by City. The Instructor shall appropriately inform the participants of the additional material fees prior to registration. Participants may be required to bring certain supplies and materials to class. The City is not responsible for collection of additional material fees, nor any disputes with participants related to additional fees.
13. **Americans with Disabilities Act:** The Instructor agrees that he/she shall make every attempt to accommodate people with physical and/or mental disabilities.

REQUIRED DOCUMENTS

1. **Insurance:** For activities categorized medium risk or higher, \$1,000,000 liability insurance is required. A Certificate of Insurance and an endorsement to your policy, naming the City of Menifee as additionally insured, is needed prior to your first class meeting or your class will be cancelled.
 - a. Instructor shall indemnify, defend and hold City and its officers, officials, employees, agents and volunteers harmless from and against any and all liability (direct or indirect) including any and all costs and expenses in connection herein, claims, suits, actions, damages and causes of action arising out of the work of the Instructor, including, but not limited to, any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omissions of Instructor, its employees, sub-contractors, or agents, or on account of the performance or character of this work, except for any such claim arising solely out of the active negligence, sole negligence, or willful misconduct of the City, its officers, employees, agents or volunteers, in performing the work set forth in this Agreement.
2. **License:** The Instructor shall obtain a City of Menifee Business License prior to the commencement of work and any other license(s) or certifications that may be required, as applicable.

3. Instructor shall have received any and all permission or license(s) as may be required to perform or use any protected materials in its use of the Premises. Instructor agrees to protect and save harmless the City, its elected officials, employees and agents from and against any and all claims, penalties, and/or damages which may accrue as a result of Instructor's failure to comply with this requirement.

SCOPE OF WORK

1. Instructor agrees to conduct the class with the minimum number of participants as outlined in Attachment "A". Instructors will set a maximum participant number based on what they deem appropriate and facility capacity. Instructor may have the option of conducting said class with less than the minimum number of student. Instructor is required to hold the first class meeting regardless of the number of pre-registrations; determination on class cancellation will be made after the first class meeting.

TERMS OF AGREEMENT

1. This Agreement shall take effect [REDACTED] and shall continue until **JUNE 30, 2021** unless earlier terminated pursuant to the provisions herein. By mutual agreement and consent of City and Instructor, this Agreement may be extended by a period not to exceed one (1) year. Conditions and fees to be negotiated at time of extension, as amended.
2. Instructor, in the conduct of the services contemplated hereunder, shall abide by all laws, City ordinances and general rules and regulations relating to all activities contemplated hereby.
3. **Evaluation:** A representative of the City may evaluate Instructor at any time during the performance of his/her duties. This agreement may be terminated at any time, based on the results of any such evaluation, either written or informal.
 - a. **Probationary Period:** All instructors shall start their service with a ninety (90) day or three (3) sessions probationary period (whichever is longer). Any occurrence of class cancellation during this probationary period will result in the extension of the probation. Upon completion of the probationary period the Instructor will be reevaluated for continuation of services.
 - b. **Quality Assurance:** It is the responsibility of the Instructor to ensure that they are providing and maintaining levels of service which meet the standards set forth by the City. Failure to maintain the program or class to these standards (i.e. providing poor service) will result in the dismissal of the Instructor. Examples of poor service include, but are not limited to: multiple class cancellations, poor communication with students, failure to submit required paperwork in a timely fashion, tardiness, etc.
4. **Termination:** This Agreement shall be terminated at the discretion of the City should the Instructor fail to fulfill requirements as specified herein.
5. **City Cancellation:** Instructor understands that City reserves the right to cancel this Agreement at any time should the need arise to cancel classes for any reason, including, but not limited to, insufficient numbers of participants or unavailability of facilities. In such circumstances, City shall not be liable for compensation or damage to the Instructor for the remainder of this agreement.
 - a. **Low Enrollment:** Classes with consistently low enrollment, less than five (5) participants over a three (3) session period will be subject to cancellation.
6. Both parties hereto in the performance of the agreement will be acting in an independent capacity, and not as officers, agents, employees, partners or joint-ventures of one another.
7. **Attorney Fees:** In the event of any action between City and Instructor seeking enforcement of any of the terms and conditions of this Agreement, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, reasonable costs and expenses and reasonable attorney's fees.
8. **Modification:** No waiver, modification, or termination of this Agreement is valid unless made in writing.
9. **Non-assignment:** The Instructor shall not have any right to assign and/or transfer his/her rights and/or obligations under this Agreement without the prior written consent of the City.
10. **Entire Agreement:** This contract constitutes the entire Agreement between the parties concerning the subject matter hereof and supersedes all agreements, representations, statements, promises and understandings, whether oral or written, with respect to the subject manner hereof.

This agreement is effective as of the date specified above, provided signatures appear below for both the City and the Instructor.

CITY OF MENIFEE

INSTRUCTOR

Jason Hendrix, Community Services Manager Date

Print Name Date

Jonathan Nicks, Community Services Director Date

Signature Date

ATTACHMENT "A" – CLASS PROPOSAL REQUEST

<p>Class Title:</p>	<p>Participant Information: <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Co-Ed</p>
<p>Season (Check One): <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer <input type="checkbox"/> Fall</p>	<p>Minimum Age: _____ Yrs. _____ Mos.</p>
<p>Class Description/Goals (50 word maximum):</p>	<p>Maximum Age: _____ Yrs. _____ Mos.</p> <p>Number of Participants: (not to exceed facility capacity)</p> <p>Maximum: _____ Minimum: _____</p>
<p>Beginning Date & End Date: _____ / _____ / _____ to _____ / _____ / _____</p>	<p>Proposed Class Fee: \$ _____</p>
<p>Number of Weeks per Session: _____</p>	<p>Material Fees (if applicable): \$ _____ paid at the <input type="checkbox"/> First <input type="checkbox"/> Last <input type="checkbox"/> Every class meeting at the <input type="checkbox"/> Beginning <input type="checkbox"/> End of class.</p>
<p>Class Schedule:</p> <p><input type="checkbox"/> Mon <input type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thur <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun</p> <p>Hours: _____ <input type="checkbox"/> AM _____ <input type="checkbox"/> AM _____ <input type="checkbox"/> PM to _____ <input type="checkbox"/> PM</p>	<p>Please list any class prerequisites and/or any required supplies:</p>
<p>Activity Category:</p> <p><input type="checkbox"/> Arts & Entertainment <input type="checkbox"/> Business & Tech <input type="checkbox"/> First Aid & Safety <input type="checkbox"/> Hobbies & Interest <input type="checkbox"/> Mind & Body <input type="checkbox"/> Outdoor Activities <input type="checkbox"/> Sciences <input type="checkbox"/> Self & Family <input type="checkbox"/> Sports <input type="checkbox"/> Other</p> <p>Age Category: <input type="checkbox"/> Early Childhood <input type="checkbox"/> Youth <input type="checkbox"/> Adult <input type="checkbox"/> Senior <input type="checkbox"/> Family</p>	<p>Facility Requirements:</p> <p><input type="checkbox"/> City Facility Requested (Select One) <input type="checkbox"/> Community Services Department <input type="checkbox"/> West Annex <input type="checkbox"/> North Annex <input type="checkbox"/> Lazy Creek Recreation Center <input type="checkbox"/> Kay Cenicerros Senior Center <input type="checkbox"/> Park Location: _____ <input type="checkbox"/> Baseball Field <input type="checkbox"/> Basketball Court <input type="checkbox"/> Tennis Court <input type="checkbox"/> Pickleball Court <input type="checkbox"/> Soccer Field/Multipurpose Field</p> <p><input type="checkbox"/> Other: _____</p> <p><input type="checkbox"/> No Facility Needed (Insurance Required!)</p>
<p>Instructor Biography (50 Word Maximum):</p>	<p>Name of Facility: _____</p> <p>Street Address: _____</p> <p>City, State, Zip: _____</p>

I verify and consent to the class information listed in the above Class Proposal Request to being used to determine the date(s), time(s), location, and participant demographic of my class. Additionally, I understand that once submitted, this information will be used in City advertisement of my services and cannot be changed until the next publication window as defined by the City.

_____ Date

_____ Signature

ATTACHMENT “B” – SUBSTITUTE AND/OR ADDITIONAL INSTRUCTOR INFORMATION

SUBSTITUTE AND/OR ADDITIONAL INSTRUCTOR #1		
Last Name:	First Name:	MI:
Street Address:		
City, State, Zip:		
<input type="checkbox"/> Home <input type="checkbox"/> Cell Phone:		
Email Address:		
Is this person a current or previous employee of the City of Menifee?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please provide dates of employment and department:		

SUBSTITUTE AND/OR ADDITIONAL INSTRUCTOR #2		
Last Name:	First Name:	MI:
Street Address:		
City, State, Zip:		
<input type="checkbox"/> Home <input type="checkbox"/> Cell Phone:		
Email Address:		
Is this person a current or previous employee of the City of Menifee?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please provide dates of employment and department:		

SUBSTITUTE AND/OR ADDITIONAL INSTRUCTOR #3		
Last Name:	First Name:	MI:
Street Address:		
City, State, Zip:		
<input type="checkbox"/> Home <input type="checkbox"/> Cell Phone:		
Email Address:		
Is this person a current or previous employee of the City of Menifee?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please provide dates of employment and department:		

I certify that all statements above are true and accurate, that each Substitute and/or Additional Instructor is over the age of eighteen (18), and will clear a background investigation per California Public Resource Code, Section 5164 via the Live Scan process prior to commencement of work. I understand that false, incomplete, or misleading statements may be cause for disqualification or dismissal of my contract.

Print Name _____
Date

Signature