CITY OF BURBANK
PARKS AND RECREATION

2027

CONTRACT INSTRUCTOR

HANDBOOK



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WELCOME

The City of Burbank (City) Parks and Recreation Department (P&R) is committed to enhancing the quality of life for residents and visitors by providing memorable recreational and leisure experiences throughout the community. In support of this commitment, P&R offers a wide variety of classes, workshops, and activities for all ages.

Department Mission Statement:

Together we strive to be the heart of the community by providing enhancing opportunities through dedicated people, beautiful parks, and inspiring programs.

This handbook is intended for Independent Contract Instructors who are interested in, will be, or are currently providing fee-based classes or summer camps for P&R.

Teaching and Benefits:

Why teach classes for P&R?

We would like to thank you for expressing an interest in offering your knowledge and expertise to enrich the lives of others in the community. Your participation and involvement will complement the diversity of the programming and contribute to the overall success.

What can P&R offer you as a Contractor?

- A variety of facilities, including: gymnasiums, classrooms, swimming pools, athletic facilities, community rooms, and more!
- A computer registration system. The system allows staff to maintain facility reservations for your class and to process registrations in an efficient manner. The system accepts cash, checks, and credit cards for payments. Participants may register online or may walk into any P&R recreation or community center.
- Your class description will be published in the Recreation Guide, which is distributed to the community four (4) times a year, during the session in which you will be offering a class. P&R will publish the Recreation Guide online and advertise on social media platforms. Please note, the Recreation Guide is always available on the City of Burbank website.

INTRODUCTION

2.1 CONTRACT CLASS PROGRAM

P&R is pleased to collaborate with individuals and organizations to offer high-quality recreational programs and services to our residents. Contractors play an essential role in delivering a wide range of classes, workshops, and camps that appeal to all age groups. Through these partnerships, we help enrich the lives of our community members and support a vibrant and engaged city.

Please note that the City does not approve or enter into contracts for programs that include the following:

1. Activities involving financial solicitation, investment guidance, or ventures that may carry financial risk.
2. Programs that include religious instruction, promote a specific faith, or incorporate religious rituals or practices.
3. Classes that advertise or encourage the use of alcohol, illegal substances, weapons, tobacco products, gambling, or adult-themed content.

2.2 INDEPENDENT CONTRACT INSTRUCTOR

An “Independent Contract Instructor (Contractor)” is an independent contractor, not a City employee, who offers services to the community by leading classes, workshops, or camps through the City’s recreational programming.

2.3 OUR MISSION

The goal of the Contract Class Program is to offer high-quality, affordable programs that promote healthy living, reflect the diversity of our community, and provide enriching recreational, cultural, and social opportunities for individuals and families of all ages across the City.

2.4 OUR COMMUNITY

The City of Burbank is proud to be recognized as a thriving community where families can grow and businesses can succeed. We strive to maintain a thoughtful balance between quality of life and sustainable growth through responsible planning, sound financial practices, community engagement, environmental stewardship, and a strong commitment to economic development. These efforts are reflected in the City’s vibrant neighborhoods, recreational amenities, and thriving local economy.

As of 2026:

- Incorporated: July 8, 1911
- Government type: Council-manager
- Population: 105,833
- Parks and facilities: 42
- City size: 17.35 square miles

2.5 RECREATION PARKS AND FACILITIES

The City has multiple locations where classes may be held. Below is a list of names and addresses for each City facility where classes and camps may be held:

- Betsy Lueke Creative Arts Center – 1100 W Clark Ave, Burbank, CA 91506
- Brace Canyon Park – 2901 Haven Way, Burbank, CA 91504
- Joaquin Miller Park – 720 E. Providencia Ave, Burbank, CA 91501
- Joslyn Adult Center – 1301 W. Olive Ave, Burbank, CA 91506

- Larry L. Maxam Memorial Park – 3715 W. Pacific Ave, Burbank, CA 91505
- Mary Alvord Recreation Center – 3201 W. Verdugo Ave, Burbank, CA 91505
- McCambridge Pool – 1515 N. Glenoaks Blvd, Burbank, CA 91504
- McCambridge Recreation Center – 1515 N. Glenoaks Blvd, Burbank, CA 91504
- Olive Recreation Center – 1111 W. Olive Ave, Burbank, CA 91506
- Robert R. Ovrom Community Center – 601 S. San Fernando Blvd, Burbank, CA 91502
- Valley Skate Park – 1625 N. Valley St, Burbank, CA 91505
- Verdugo Aquatic Facility – 3201 W. Verdugo Ave, Burbank, CA 91505
- Verdugo Park – 3201 W. Verdugo Ave, Burbank, CA 91505

CONTRACT INSTRUCTOR REQUIREMENTS

3.1 CONTRACT CLASS INSTRUCTIONAL SERVICES AGREEMENT

The City requires that all Contractors enter into an Instructional Services Agreement (ISA) with the City annually. Contractors are required to sign the original contract no later than two weeks prior to the beginning of the class session. A copy of the original contract and Purchase Order will be emailed back to the Contractor once it has been approved and signed by the P&R Department.

The City may terminate this Agreement at any time upon five (5) days written notice to Contractor, with or without cause. Contractor agrees to cease all work and services under this Agreement on or before the effective date of such notice.

In the event of termination of this Agreement by City pursuant to Section 12.1 of the Instructional Services Agreement, Contractor shall be paid full compensation for all services performed by Contractor, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Contractor shall be paid in an amount equal to the amount of services performed prior to the effective date of termination; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Contractor for the full performance of the services required by this Agreement.

3.2 LIVE SCAN (FINGERPRINTING)

Pursuant to California Penal Code section 11105.3, Contractor agrees to have itself and any of its instructors, employees, subcontractors, and volunteers who provide instructor services under this Agreement, submit to a fingerprinting process prior to performing said services. The fingerprinting process shall be as subscribed by City and the one-time-only cost shall be paid by Contractor for itself and any of its employees and volunteers. Contractor shall not use an instructor, employee, subcontractor, or volunteer who fails to receive a satisfactory fingerprint report (e.g., clear of certain criminal offenses) in the service of this Agreement.

Live Scan must be completed at the City of Burbank Live Scan Office to obtain clearance from the DOJ, as the DOJ does not permit the transfer of clearance records

between organizations. To schedule an appointment or learn more about fees, please contact the office at 818.238.5340.

3.3 TUBERCULOSIS (TB) TESTING

Pursuant to the California Public Resources Code (PRC) 5163 – 5163.4, Contractor is required to complete the Tuberculosis (TB) test. Once Contractor is initially tested, it will be Contractor's responsibility to be checked by the administering facility 24 to 48 hours later. However, if Contractor does not comply with the requirement of getting checked within 48 hours, Contractor will be required to be tested again. If Contractor has been previously tested for TB within the past two (2) years, Contractor may provide a certificate to the City P&R Contract Class Supervisor showing that Contractor has been examined and found to be free of communicable tuberculosis.

3.4 PAYEE REGISTRATION (PR) FORM

The City will provide a Payee Registration (PR) Form that is required to be completed and submitted by the Contractor electronically. This form must be updated every four (4) years or when there is a change of information. Contractor must keep this record updated with the City.

3.5 W-9 FORM

The City does not withhold state or federal income tax, but will report the Contractor's income via Form 1099. Contractors will receive a City of Burbank Vendor Registration Form to be completed.

3.6 INSURANCE REQUIREMENTS

Unless expressly waived in writing by both parties to this Agreement, Contractor shall maintain the following insurance coverage throughout the term of this Agreement. Contractor shall provide City with evidence of such coverage two weeks prior to the first scheduled class date.

Workers' Compensation Insurance:

- Workers' Compensation Insurance and Employer's Liability Insurance on any employees of Contractor performing services under this Agreement. ***This insurance cannot be waived, but does not apply if Contractor is a sole proprietor without employees and provides a written statement to that effect.*** Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

Commercial General Liability and Property Damage Insurance:

- Contractor shall maintain general liability insurance and property damage insurance in the amount equal to $1,000,000 combined single limit. The contractor shall provide City a minimum of ten (10) days' notice of the cancellation of the policy. Commercial General Liability (CGL): Insurance

Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence.

- The General Liability policy is to contain, or be endorsed to contain where specifically required, the following provisions:
    - The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds, via endorsement to the policy, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations (ISO Form CG 20 11 01 96 is acceptable and other forms may be submitted to Risk Management for review).
    - For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage.
    - The Insurance Company agrees to waive all rights of subrogation against the City, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Contractor for the City. This provision also applies to the Contractor's Workers' Compensation policy.

Sexual Abuse or Molestation (SAM) Liability:

- If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $1,000,000 per occurrence or claim.

Contractor shall furnish City with original Certificates of Insurance including the required additional insured endorsement to City before work begins. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

3.7 CHILD ABUSE/MANDATED REPORTING

Under the California Child Abuse and Neglect Reporting Act (CANRA), Contractors working with children are mandatory reporters for known or suspected child abuse. This includes physical injury inflicted by other than accidental means on a child. As an agency partner, a Contractor is considered a mandated reporter if his/her duties require:

- Contact with children on a regular basis;
- Direct contact and supervision of children; and
- Supervision of other mandated reporters.

As an agency providing community-based support services and nutrition services for senior adults, Contractors are also considered Mandated Reporters for suspected abuse of a person over age 65 or for any adult who may have physical or developmental disabilities or diminished physical or mental abilities; this includes physical or financial abuse.

If abuse is suspected, contact and report to the following:

- Department of Child Family Services – 1.800.540.4000
- Burbank Police Department – 818.238.3000
    - Juvenile Detail - 818.238.3250
    - Sgt. Kristopher Totemwongs - 818.238.3252
- or any Law Enforcement Agency

3.8 PROFESSIONAL CONDUCT

While Contractors are not employees of the City, Contractors do represent the City and P&R Department. To some participants, the Contractor is the only representative of the City and/or Department they will have contact with. Therefore, Contractors should conduct themselves in a professional manner at all times. This includes dressing, acting and speaking professionally, and supporting the City and P&R Department's policies and decisions. The following behavior is not accepted:

1. Engaging in any activity prohibited by law.
2. Disturbing, disruptive, or unsafe behavior, including any conduct that interferes with use of the Facility by others or interaction with Facility staff. Persons who continue to create a disturbance will be required to leave the Facility.
3. Examples include, but are not limited to:
    - Disruptive outbursts, use of loud, abusive or threatening language, threatening or harassing behavior;
    - Spitting or smoking (including electronic smoking devices) in any City facility. Smoking is only permitted in designated areas. (BMC Section 4-1-704);
    - Unauthorized borrowing and/or tampering with City or another person's property/belongings.
4. Conducting any commercial activities without a City-issued permit, including but not limited to the unauthorized sale or display for sale of goods, tickets or services (BMC 3-3-801.1).
5. Making or receiving personal phone calls during scheduled class time.

6. Bring, invite, or allow individuals into their respective classes who are not enrolled.
7. Aggressive soliciting in City facilities including parking lots (Penal Code Section 647(c)).
8. Photographing, videotaping, or recording of any kind without a permit or permission issued by the City.

Any violations will result in the City terminating the Agreement.

Note: Facility Rules of Conduct are posted at all P&R facilities and can be obtained at the respective facility front desk.

3.9 ANNUAL MANDATORY CONTRACT INSTRUCTOR MEETING

An in-person annual meeting is held each August and provides important training, updates, and information related to the Contract Instructor Program. Attendance is mandatory for all Contractors. If a Contractor is unable to attend, a designated representative must attend in their place to ensure all information is received.

The 2027 Contract Instructor Meeting is scheduled for Wednesday, August 25, 2027, at 6:00 p.m. in Room 104 of the Community Services Building.

FEES

4.1 PROGRAM FEES

Contractors are responsible for setting the price of their classes. When determining fees, Contractors should factor in the revenue split agreement and any applicable administrative costs. It is also important to research and consider what pricing is competitive and appropriate for the market. All participant registration and payments will be handled by the City. Contractors may not accept direct payments or permit drop-in registrations.

4.2 PRORATION OF FEES

The City may allow prorated class fees under certain circumstances, including:

- When a class session is canceled and cannot be rescheduled due to facility availability, the start of a new session, or other factors as determined by the City.
- At the City's discretion, if a participant expresses dissatisfaction with the class or has a medically related reason preventing continued attendance.

To support the City's commitment to providing a positive experience for all participants, Contract Class staff may, at their sole discretion, authorize a full or partial refund of class fees. Refunds may be issued for various reasons, including but not limited to: participant dissatisfaction with the class or Contractor, medical circumstances preventing continued participation, or any other situation deemed appropriate by the

Contract Class staff. Contractors will not be compensated for any portion of the fee that is refunded to the participant.

4.3 REVENUE SPLIT

Contractors will receive a percentage of the gross revenue generated from their classes. This means that increasing enrollment, while maintaining class quality, directly benefits the Contractor's earnings. The remaining portion of the revenue is allocated to the City to cover administrative expenses, facility fees, and marketing efforts.

The revenue split for contract instruction classes is as follows:

- For classes conducted at City-owned facilities, Contractors will receive 65% of the total revenue.
- For classes held at non-City facilities, Contractors will receive 70% of the total revenue.

4.4 MATERIAL AND RENTAL FEES

A material fee refers to an additional charge paid directly by participants to the Contractor for consumable materials used in the class that participants can take home (e.g., craft supplies, handouts, film, camp T-shirts, printed photos).

A rental fee applies to equipment provided for use during the class, which can also be taken home by the participant.

Material fees cover expendable items used by participants, such as consumable craft supplies, handouts, or other one-time use materials. Material fees should **not** be charged for expenses related to the general operation of the class, including but not limited to:

- Maintenance, depreciation, and replacement of instructional equipment (e.g., scissors, musical instruments, insurance premiums, sports equipment), which are ongoing costs necessary for multiple class sessions and should be included in the class fee.
- Wages for additional instructors.
- General facility-related costs (e.g., rental fees, utilities).

If a material or rental fee will be charged, it must be clearly stated in the class proposal along with an itemized list of materials and costs. If it is not received by the class proposal deadline, the fee will automatically not be approved. If approved, the fee will be listed on the Exhibit A and Recreation Guide. Unapproved fees may not be collected.

Contractors are responsible for collecting all material and rental fees directly from participants at the first-class meeting. If fees remain unpaid by the end of the first-class meeting, notify the Contract Class Team by the end of the day so the participant can be notified that they will be dropped from the class. If an instructor allows

participation past the first-class meeting without payment, the City will **not intervene or reimburse the instructor**.

Material or rental fees **may not** be collected unless approved by the City. Contractors are also responsible for timely distribution of all materials to participants as advertised.

POLICIES AND PROCEDURES

5.1 ENROLLMENT

Class enrollment must meet the minimum number of participants specified by the Contractor on the Class Proposal Form, or a minimum of five (5) participants, whichever is higher, by three (3) business days prior to the class start date. If the minimum enrollment is not achieved by this deadline, the City will proceed with canceling the class and notify all registered participants accordingly. The City reserves the right to determine that a lesser number of registrations are sufficient to begin class instruction.

If a class fails to meet the minimum enrollment for three (3) separate sessions within a 12-month period, it may be discontinued. The class will not be offered again until the City determines that there is sufficient public interest to justify scheduling.

5.2 REFUNDS

P&R honors all participant refund requests made one business day prior to the second class meeting for classes lasting three (3) or more weeks or five business days prior to the first class meeting for classes or workshops lasting two (2) or fewer weeks.

Participants who withdraw for medical reasons from a class before it ends may be given a prorated refund for the remaining classes. P&R reserves the right to issue a full or partial refund for any reason not listed above. Refunds will be based on the day that the participant notifies the City of their desire to withdraw. However, refunds are subtracted from the Contractor's payment and payment will be adjusted to account for prorated refunds.

Material fees are non-refundable.

5.3 AMERICANS WITH DISABILITIES ACT (ADA)/DISCRIMINATION

The City of Burbank is committed to providing a successful and rewarding experience for all program participants. If you are made aware of an accommodation needed, please immediately notify the Site Supervisor. The Site Supervisor will then contact the City's ADA Office to start the accommodation process.

The City is committed to providing a work environment that is free of discrimination and will take all reasonable steps to prevent discrimination and/or harassment from occurring. In keeping with this commitment to prohibit and prevent discrimination and/or harassment, the City maintains a strict Administrative Procedure (AP) prohibiting discrimination and/or harassment based on the following protected characteristics: age, sex (including pregnancy, childbirth, or related medical

conditions), gender, race, color, religion, national origin, ancestry, citizenship status, military and veteran status, marital status, sexual orientation, gender identification, genetic information, medical condition, FMLA/CFRA eligibility, or any disability protected by state and federal law. Furthermore, the AP prohibits all forms of discrimination and/or harassment, including verbal, physical, visual or written. Finally, retaliation as defined in this AP is also prohibited.

This AP applies to all employees, including non-supervisory personnel, co-workers, supervisors, management, and appointed officials, in their interactions with each other, as well as interactions with non-employees who have contact with them during their work hours, such as: employer agents, suppliers, applicants, customers, contractors, vendors, and the general public. This includes Contractors.

Discrimination and/or harassment based upon an individual's protected characteristic as outlined in this AP will not be tolerated. Disciplinary action or other appropriate sanctions will be instituted for prohibited behavior as defined in this AP.

BEFORE A CLASS SESSION BEGINS

6.1 CLASS PROPOSAL FORM

Contract Class staff will send a Jotform link to all Contractors to submit a Class Proposal Form. It is the Contractor's responsibility to submit a fully completed form with all required class details by the designated deadline for inclusion in the Recreation Guide each session.

The Class Proposal Form link will close at the deadline and will not open back up for Contractors who have missed the deadline. Each session's classes are evaluated independently, and submission of a class proposal does not guarantee that the class or classes will be offered in the current or any future sessions or under any agreement.

6.2 CLASS DESCRIPTIONS

Choosing clear, engaging titles for workshops, classes, or activities is key to attracting participants. Simple, descriptive titles like "Stained Glass 101," "Beginning Karate," "Intro to Photography," or "Advanced Salsa" tend to be most successful. Titles that are vague or confusing can lead to low or no enrollment.

Equally important are well-written activity descriptions that explain the benefits and purpose of the class, the "why" behind it, as these strongly influence enrollment numbers.

Here are some tips for writing effective activity descriptions:

- Keep descriptions concise, no more than 75 words.
- Start with an active verb, such as *explore*, *learn*, or *examine* (e.g., "Learn the fundamentals of tennis").
- Highlight how participants will benefit from the class (e.g., "develop creativity," "feel healthier," "sharpen self-defense skills").

- Clearly describe what participants will achieve or learn by the end of the class (e.g., “By the end of this class…”).
- Avoid exclamation marks and avoid using all capital letters (e.g., refrain from phrases like “THIS CLASS WILL BE SO MUCH FUN!”).
- Use inclusive language such as “participants” instead of terms like “students,” “kids,” or “dancers.”
- Refer to the offering as a “class” rather than a “course” or “program.”

Following these guidelines will help create clear, compelling titles and descriptions that encourage participation.

6.3 OBSERVED HOLIDAYS

The City observes the following holidays and facility closure dates, which may affect your class schedules. Please keep these dates in mind when planning your classes:

- New Year’s Day
- Martin Luther King Jr. Day
- Presidents’ Day
- Dolores Huerta Day
- Spring Recess
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

6.4 QUARTERLY EXHIBIT A

Exhibit A will be sent out on a quarterly basis. It is the Contractor’s responsibility to thoroughly review the Exhibit A for accuracy. Changes will no longer be accepted once the Exhibit A is signed by the Contractor.

6.5 RECREATION GUIDE PROOF

Contract Class staff will email the Recreation Guide Proof to Contractors for final review. It is essential that Contractors carefully review the proof and promptly confirm whether any changes are needed. Refer to the Instructor Calendar for deadlines.

6.6 PARTICIPANT REGISTRATION

All registration fees for classes must be collected by the City through its online portal at www.BurbankParks.com or in person at any City recreation center. Contractors are **not** authorized to collect registration payments or allow drop-in registrations.

Participants are required to register, pay all fees, and sign waiver forms prior to attending any class. Registration is open until the start of the second class meeting; anyone not registered by that time will not be allowed to participate. Participants who have not completed registration and payment are not considered enrolled, and Contractors will not receive compensation for their attendance.

If anyone is participating but is not listed on your class roster, direct the person to the facility front desk staff member to register for the class.

The City permits participants to register for and repeat classes without any limit on the number of times. Contractors may not deny or prevent participants from registering through the City's system.

6.7 INSTRUCTOR PORTAL

Contract Class staff will create accounts for all Contractors on BurbankParks.com (CivicRec), providing access to the Instructor Portal. Through this portal, Contractors can view class rosters and sign-in sheets for their assigned classes.

Contractors are **not** permitted to contact participants about programs or activities that are not officially authorized or approved by the City.

6.8 CHECKING CLASS ENROLLMENT

After registration opens for a new session, Contractors can access class rosters through the Instructor Portal. Contractors are responsible for contacting Contract Class staff at least one week before the session begins to discuss potential class cancellations or the possibility of accommodating additional participants from the waitlist if space permits.

At this time, Contractors may also use the Instructor Portal to communicate important class information directly to registered participants.

6.9 WAITLIST

When a class reaches its maximum enrollment, a waitlist will be established. If a participant withdraws, individuals on the waitlist will be added to the class in order of their placement, up until the start of the second class meeting.

DURING THE CLASS SESSION

7.1 FACILITY USAGE

Contractors using P&R facilities may access their assigned classroom up to 15 minutes before the scheduled start of class or program activities, if the room is available. If the room is being used by another group prior to your class, please be courteous and wait until the class is over before entering the room. Contractors are expected to be ready to welcome participants at least five (5) minutes before class begins. Classes are expected to start promptly at the scheduled time.

At the conclusion of each class, Contractors are asked to wipe down tables and restore the room to its original condition to ensure it is ready for the next group.

Please note that Contractors are not authorized to use any City-owned equipment or property, including but not limited to copy machines, fax machines, computers,

materials, or other supplies. Contractors are financially responsible for providing all class-related equipment and materials, including any copies needed.

Storage of materials or equipment at the facility is not permitted. The City is not liable for any lost or stolen items. Any supplies, materials, or equipment found at the facility must not be used unless provided by the Contractor. Contractors may be held financially responsible for any missing or damaged items or for any damage to the facility.

7.2 CLASS ROSTERS

Contractors can access class rosters through the Instructor Portal. It is the Contractor's responsibility to ensure that only registered participants attend and take part in the class. Participants not listed on the roster must not be allowed to participate.

For classes involving children, Contractors must only release participants to their authorized parent or guardian, or to an individual explicitly authorized by the parent or guardian.

Rosters contain confidential participant contact information and must be handled with care. This information must not be shared with the public or used for any purpose unrelated to the specific class. Contractors are expected to bring updated rosters to every class session, as participant lists may change, especially during the first one to two weeks.

7.3 ATTENDANCE

It is the Contractor's responsibility to monitor attendance and ensure that all individuals present are properly enrolled in the class. If a participant is not listed on the attendance roster, they must provide a receipt as proof of registration.

If the participant cannot present a receipt, please direct them to the facility front desk staff at any City recreation center for enrollment verification. Individuals who have not yet registered must be informed to complete the registration process with the assistance of facility staff before participating.

Contractors are not permitted to allow anyone to participate without completed registration for the specific class.

All attendance sheets must be submitted at the conclusion of the session. Additionally, Contractors are required to remain at the facility until all participants have safely left the room.

7.4 CLASS SUPERVISION

Contractors are responsible for establishing and enforcing appropriate rules to maintain discipline and ensure the safety and protection of both participants and facilities. Permitting classroom visits is at the discretion of the Contractor, who has the responsibility to protect the learning environment and develop rules and procedures

to maintain a safe classroom setting. Classroom visits are arranged directly with the Contractor under any rules that the Contractor may establish.

For youth classes and camps, Contractors must remain with their participants at all times and are not permitted to leave the premises until all participants have been picked up by a parent or guardian.

All programs serving minors aged seventeen (17) and under must be conducted in an open environment where parents or guardians have the option to observe the instruction. However, parents are expected to observe from a reasonable distance to avoid disrupting the class. It is the Contractor's responsibility to inform parents if their presence is causing distractions to their child or the group, and to address such situations immediately and appropriately.

Children may not accompany adults in adult classes unless specifically approved by the City.

7.5 CLASS DISMISSAL

It is important that classes begin and end at the advertised times. Classes should not go over the proposed time as other classes/activities may be scheduled immediately following your class. Adhering to the scheduled time ensures smooth transitions and respects all users of the facility.

7.6 RELEASING OF MINORS

Contractors must never release a child to anyone unfamiliar to the child or to someone the child feels uncomfortable or fearful around.

Contractors are required to remain on-site until all participants have safely left the facility. If an authorized person has not picked up their child within 5 minutes after the scheduled class end time, the Contractor must immediately contact either the facility front desk staff or the Site Supervisor for assistance.

7.7 LATE PARTICIPANT PICK-UPS

If a parent is late picking up their child, the Contractor is responsible for staying with the child until the parent arrives. The Contractor must notify facility front desk staff if a child has not been picked up five (5) minutes after the scheduled end time of the class. The Contractor should also remind the parent of the importance of timely pickup.

If late pickups become a recurring issue, the Contractor should inform the Site Supervisor and Contract Class staff.

For classes held at locations without City staff on site, if a parent has not arrived within thirty (30) minutes after class ends, the Contractor should contact the Burbank Police Department at 818.238.3000 and leave the child in their care. The Contractor must notify the Contract Class Supervisor immediately after doing so.

7.8 CONTRACTOR ABSENCE

If a Contractor is ill or unable to attend their scheduled class, they must notify the facility hosting the class and Contract Class staff as soon as possible, but no later than two hours before class begins. Contractors must notify participants via the Instructor Portal. Contract Class staff will also contact participants via phone.

If the Contractor arranges for a substitute, P&R must be informed no later than two hours prior to the class start time. All substitutes are required to complete a background screening (Live Scan) and a valid TB test on file with the City before providing services at any City facility or private business location.

In urgent situations where cancellation is necessary, the Contractor must promptly complete the following steps immediately:

1. Notify participants via the Instructor Portal.
2. Inform facility staff of the cancellation.
3. Notify Contract Class staff of the cancellation.

7.9 MAKE-UP CLASSES

The City strives to minimize class cancellations and will collaborate closely with Contractors to ensure classes run with the minimum required enrollment.

Contractors must promptly inform the City of any schedule changes. Notification should be made via email, phone, or in person, and Contractors are responsible for communicating these changes to participants through the Instructor Portal. Contract Class staff and the Contractor will work together to arrange any make-up sessions.

Make-up classes may only extend the session by up to two (2) additional sessions beyond the originally scheduled end date, subject to facility availability. Participants unable to attend make-up classes may request a prorated refund. If a make-up session cannot be scheduled, prorated refunds will be issued, and Contractors will not be compensated for the canceled class. Make-up classes must be held during the same day and time the class is scheduled for. For example, a Tuesday Yoga class cannot have a make-up on a Friday.

Please note that participants are not permitted to make up classes they personally miss. Participants should not be offered to attend a class they are not enrolled in if they cannot attend the make-up date. Make-up sessions are only available for classes canceled by the City or the Contractor, with no exceptions.

If a Contractor fails to arrive within the first fifteen (15) minutes of a scheduled class, the class will be dismissed and must be rescheduled as a make-up session. Repeated absences or tardiness may result in termination of the Contractor’s agreement with the City.

7.10 PARTICIPANT ABSENCE

Participants are not permitted to make up classes they have missed. They must attend the specific class session for which they are registered, and make-ups at alternative times are not allowed.

Make-up classes are only permitted when a class session has been canceled by the City or the Contractor.

7.11 CUSTOMER SERVICE

Contractors should conduct classes in a professional, courteous, helpful, and supportive manner, consistently representing the City in a positive light. Additionally, Contractors are responsible for ensuring that all participants adhere to the City's Code of Conduct.

7.12 PARTICIPANT ISSUES - DISCIPLINARY ACTION

Contractors should approach participant issues calmly and professionally. Not every participant is going to be cooperative; Contractors should follow these steps when dealing with problems or general issues:

1. **Address the Issue**
    - Contractors should first address the issue directly with the participant in a calm and respectful manner. For youth participants, speak with the parent or guardian and ask for their assistance in addressing the behavior. An Incident Report should be submitted to document the situation.
2. **Contact the Contract Class Supervisor**
    - If the issue persists or cannot be resolved, the Contractor should contact the Contract Class Supervisor and provide details about the situation.
3. **Contract Supervisor Will Determine the Appropriate Action**
    - The Contract Class Supervisor will determine the appropriate outcome based on the severity and nature of the participant's actions. This may include a warning, removal from the class or program, suspension, or other appropriate action.

7.13 SITE VISITS

Contract Class staff will periodically conduct site visits to observe classes and may take photos or videos during these visits.

AFTER THE CLASS SESSION CONCLUDES

8.1 PARTICIPANT SURVEYS

Participant surveys are sent out to participants once classes and/or camps have concluded. Participant surveys will be shared with Contractors upon request.

8.2 CONTRACTOR PAYMENT

Contractors are compensated in accordance with the City's Financial Services Department Purchasing Division guidelines. During the second to last week of the session, Contract Class staff will send out two separate emails regarding the electronic invoice. The first email will include a password to access the documents. The second email will include a link to the invoice documents.

It is the Contractor's responsibility to submit a completed and accurate invoice to Contract Class staff within two (2) weeks after the session concludes. The information on the invoice must match either the ISA or the Remit to Address portion of the PR Form. Please note, Contractors teaching both the Fall and Fall Mini sessions will receive these documents only after the Mini session has ended.

Payment amounts are based on the number of participants registered as reflected on the class roster. Once the invoice is approved, it will be sent to the City's Finance Division for processing. Payment is typically issued within three (3) to four (4) weeks following invoice submission.

Invoices will not be processed until the entire class session, including any make-up classes, has concluded. Advance payments are not permitted.

FACILITY

9.1 CLASSES AT A CITY FACILITY

Class locations will be assigned to City facilities at the City's discretion, based on facility availability and class requirements. While the City strives to accommodate Contractors' location and scheduling preferences, there is no guarantee that specific requests will be granted.

Storage of materials or equipment at the facility is not permitted. The City is not liable for any lost or stolen items. Any supplies, materials, or equipment found at the facility must not be used unless provided by the Contractor. Contractors may be held financially responsible for any missing or damaged items or for any damage to the facility.

Contractors must ensure the facility is secure and the safety of participants is maintained throughout the class. Use of rooms or facilities not assigned to the Contractor, or use outside scheduled times, is strictly prohibited without prior City approval.

Before each class, Contractors are required to assess the facility's condition to confirm it is safe and suitable for use. If conditions appear unsafe or unsuitable for use, the Contractor must notify the City and cancel the class. The City reserves the right to close facilities or cancel classes at any time due to maintenance, facility conditions, inclement weather, polling activities, or other circumstances deemed necessary.

9.2 CLASSES AT A CONTRACTOR'S FACILITY

The City will visit the Contractor's facility to ensure it is adequate for classes to be held.

The City is not responsible for any lost or stolen items. Contractors must verify that facility conditions are safe and playable prior to class and notify the City immediately if conditions appear unsafe, canceling the class as necessary.

At its sole discretion, the City may cancel a class at any time if the facility poses a health or safety risk or due to any other circumstances determined by the City.

SAFETY

10.1 SAFETY EXPECTATIONS

Contractors are responsible for the safety of all participants during class. They must use their best judgment at all times and take all necessary precautions to prevent accidents, injuries, or property damage. Contractors should actively promote safety by clearly explaining rules, procedures, and cautions to participants.

Key safety practices include:

1. Always know the exact number of children signed in to your class; conduct regular head counts and never leave a child unattended.
2. Both Contractors and the City may be held liable for incidents or property damage resulting from negligence.
3. Communicate proper safety techniques related to class activities and equipment use; ensure that all equipment and tools are appropriate for the age and skill level of participants.
4. Inspect equipment regularly for safety, identify potential hazards, and maintain a safe environment at all times.
5. Immediately notify the Contract Class Supervisor of any unsafe conditions or environments.

10.2 INCIDENT PROCEDURES

Contractors must promptly report any incident to Contract Class staff for appropriate follow-up. Maintaining direct communication with Contract Class staff is required, along with completing the City's Contractor Incident Report Form. Reportable incidents include, but are not limited to, injuries, vandalism, theft, damage to City property, and altercations.

Non-Emergency Incidents:

For any incidents not requiring emergency or medical attention, regardless of severity, the Contractor must inform the parent or guardian if the participant is a minor, and notify Contract Class staff by the end of the class session. A completed Contract Instructor Incident Report Form must be submitted to Contract Class staff as soon as

possible.

Head Injuries:

If a participant sustains a head injury during class, the Contractor must immediately inform the parent or guardian (if a minor) and notify Contract Class staff. If warranted, emergency procedures should be followed (see below). The Contractor must complete and submit the Incident Report Form as soon as possible.

Emergency Situations:

Contractors must account for all participants who are 17 years or younger. In case of an emergency or natural disaster, the Contractor is to lead participants to the nearest exit. Contractors should be aware of emergency exits and the emergency exit plan for each facility where they are teaching. It is imperative that Contractors always have a current roster of participants and will use this roster and/or their attendance sheets to account for each participant. DO NOT reenter the building until appropriate personnel give you permission to do so.

In the event of a serious incident requiring emergency medical services, follow these steps:

1. Do not move the victim; keep them calm and warm.
2. Call 9-1-1.
3. Provide your name, state that you are a Contractor for the City of Burbank, give the location, and describe the nature of the injury.
4. Notify facility front desk staff to contact the authorized parent, guardian, or emergency contact listed on the roster.
5. Notify Contract Class staff immediately.
6. Submit an Incident Report Form to the Contract Class office as soon as possible.
7. Maintain confidentiality; discuss the incident only with necessary parties.

Contractor Incident Report Form:

- Available on the Contract Class Instructor website.
- During the incident, record important details such as the time of occurrence, EMS arrival, witnesses, and observations.
- Complete the report using only objective facts; avoid subjective comments or diagnoses.
- Submit the completed form to the Contract Class office promptly

PROMOTION OF CLASSES

11.1 ADVERTISING AND MARKETING YOUR CLASS

P&R is responsible for coordinating the overall marketing and promotion of recreation classes. Contractors are encouraged to assist in promoting their classes through their own marketing efforts while following the guidelines outlined below.

GENERAL MARKETING GUIDELINES

All Contractors must adhere to the following guidelines when creating or distributing marketing materials:

- **City Logo:** The City of Burbank Parks and Recreation logo may not be used on any Contractor-created marketing materials, including flyers, posters, social media posts, or other promotional content.
- **Artificial Intelligence (AI):** The use of AI-generated images in marketing materials is strongly discouraged. The City of Burbank is moving away from AI-generated imagery to ensure marketing materials accurately and authentically represent City programs, facilities, and resources.
- **Photos and Videos:** Photos and videos taken during P&R classes may not be used for personal marketing, social media, or printed promotional materials without a signed photo/video release from every identifiable participant featured. Contractors are responsible for obtaining and maintaining the appropriate releases prior to using any images or videos. For participants under 18 years of age, a parent or legal guardian must sign the release.
- **Appropriate Content:** All marketing materials must be professional, appropriate for public audiences, and free of profanity, offensive language, explicit content, or inappropriate imagery.
- **Registration Information:** All Contractor-created marketing materials must direct participants to the City's official registration website, www.BurbankParks.com.
- **Compliance with Marketing Guidelines:** P&R reserves the right to request corrections to or removal of any Contractor-created marketing materials that misrepresent City programs or violate the guidelines outlined in this policy.

PRINTED MARKETING MATERIALS

Contractors may independently create and distribute flyers, posters, and other printed materials to promote their recreation classes, subject to the following guidelines:

- All printed marketing materials must include www.BurbankParks.com for class registration.
- The City of Burbank Parks and Recreation logo may not be included on Contractor-created materials.
- Contractor-created flyers, posters, or promotional materials may not be posted, displayed, or distributed at any City of Burbank facility, including recreation centers, parks, and other City-owned locations.

- All images and content must be appropriate for public distribution.
- Contractors are not required to submit their independently created marketing materials to the P&R Department for review or approval.

SOCIAL MEDIA MARKETING

Contractors are encouraged to promote their classes through their own social media accounts while following these guidelines:

- The City of Burbank Parks and Recreation logo may not be used in Contractor-created social media posts, graphics, or promotional materials.
- Social media posts promoting classes must include the official registration website, BurbankParks.com.
- The use of AI-generated images in social media posts is strongly discouraged. Images should authentically and accurately represent City programs, facilities, and resources.
- Photos or videos featuring class participants require signed photo/video releases from all identifiable individuals prior to posting.
- Department approval is not required for Contractor-created social media content that follows these guidelines.
- To ensure fair and consistent promotion of all Contract Instructors, the P&R Department will not repost or share Contractor-created social media content, including posts in which the Department is tagged.

MARKETING PROVIDED BY THE P&R DEPARTMENT

The P&R Department coordinates marketing campaigns to promote recreation classes and encourage community participation. To ensure fair and consistent representation of all recreation programs, marketing efforts will focus on promoting class categories, registration opportunities, and the overall recreation program rather than individual Contractors.

The Department will provide the following marketing support:

- **Recreation Guide** — Recreation classes will be featured in the seasonal Recreation Guide, which is distributed to the community and available online. Class descriptions will also be available through the City's online registration system.
- **Monthly Social Media Promotion** — Recreation class sections and categories will be highlighted through the Department's official social media accounts each month.

- **Monthly Newsletter** — Recreation class sections and registration opportunities will be promoted through the Department's monthly newsletter.
- **Facility Marketing Materials** — Department-created banners, posters, and flyers promoting recreation classes will be displayed at recreation centers and other City facilities.
- **Email Marketing** — The Department will distribute monthly email campaigns promoting registration dates, available recreation classes, and upcoming program opportunities.
- **City Council Announcements** — Recreation classes and registration opportunities will be promoted through City Council meeting announcements.

RECREATION GUIDE MARKETING CAMPAIGNS

The P&R Marketing Section will develop a coordinated marketing campaign for each seasonal Recreation Guide. Campaign materials will be shared with Contractors to help promote classes and registration opportunities.

- Contractors will receive Department-created promotional graphics and social media content that may be shared through their personal or business social media accounts.
- Contractors are encouraged to share these materials to support consistent messaging and increase awareness of recreation programs.
- Department-created campaign materials may not be edited, altered, cropped, or modified in any way.
- Contractors must use the materials as provided by the P&R Marketing Section.

For questions regarding Department marketing efforts or campaign materials, please contact prcsmarketing@burbankca.gov.

CONTACT INFORMATION

12.1 BURBANK POLICE DEPARTMENT (NON-EMERGENCY)

(818) 238-3000

12.2 EMERGENCY

Dial 9-1-1 (City Facility Dial 9-9-1-1)

For more information about the **City of Burbank Parks and Recreation Contract Instructor Program** please call **818.238.5385** or visit us at **www.BurbankCA.gov/parksandrecreation.**