# 2025 CONTRACT INSTRUCTOR HANDBOOK





PARKS AND RECREATION



# Information and Dates to Remember

# **New Instructor Orientations**

Prospective instructors are required to attend a virtual New Instructor Orientation in order to be eligible to instruct classes or summer camps with the City. Please contact the Parks & Recreation Contract Class Supervisor (818.238.5386) to schedule a date. The orientation dates for each session are listed below:

- Winter 2025 July 8, 2024
- Spring 2025 September 25, 2024
- Summer 2025 January 6, 2025
- Fall 2025 March 26, 2025
- Winter 2026 July 9, 2025

# **Program Dates**

Classes are offered quarterly throughout the calendar year: Winter, Spring, Summer, Fall, and Fall Mini session. Program dates and session lengths vary each year but are approximately:

- Winter: early January through mid-March
- Spring: late March through late May
- Summer: early June through mid-August
- Fall: early September through early November
- Fall Mini session: early December

The City observes the following holidays.

Please keep in mind these holidays may affect your class schedules.

New Year's Day—Martin Luther King Jr. Day—President's Day—Dolores Huerta Day-Memorial Day Juneteenth—Independence Day Labor Day—Veterans Day—Thanksgiving Day Day after Thanksgiving—Christmas Day

# **Annual Mandatory Instructor Meeting**

This annual meeting takes place in person every August and offers essential training and updates for the Contract Instructor Program. Attendance is mandatory for all instructors. If an instructor is unable to attend, a designated representative must attend on their behalf.

- o Wednesday, August 27, 2025, at 6:00pm
- Location TBD



# Introduction

The City of Burbank (City) Parks and Recreation Department (P&R) is committed to improving the quality of life for the residents and visitors by providing memorable recreational and leisure experiences in the community. In honoring that commitment, P&R offers a variety of classes, workshops, and activities for all ages. Together we strive to be the heart of the community by providing enriching opportunities through dedicated people, beautiful parks, and inspiring programs.

The information in this handbook is intended for Independent Contract Instructors (Instructor) interested in teaching classes or summer camps or Instructors currently teaching 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 an Instructor?



- A variety of facilities, including: gymnasiums, classrooms, meeting rooms, swimming pools, athletic facilities, community rooms, and more!
- A computer registration system. The system allows staff to maintain facility booking for your class and to process registrations in an efficient manner. The system accepts cash, checks, and credit card for payments. Participants may register online or may walk-in to any P&R recreation or community center.
- Your class description will be published in the in the Recreation Guide, which is distributed to the community four (4) times a year, during the session in which you will be hosting 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.

# How to Become a Contract Instructor

Instructors are hired on a contractual basis. To become an Instructor for P&R, a Contract Instructor Proposal Form must be submitted.

What to include in a New Instructor and Course Application: class title and description (50 words or less), participant age range, day of the week, number of weeks class will run, time of class, start date, class fee, and any applicable material/supply fee(s). \*Please note, availability for facility location(s) is evaluated on a session by session basis, and approved at the discretion of the Department.

Once the application is submitted, the P&R Contract Class Supervisor at the Olive Recreation Center will review your application. As part of the approval process, it is the Department's discretion to determine the number of classes approved per instructor at respective sites. Upon approval and prior to entering into an Instructional Services Agreement (ISA), you will be required to provide the items listed below before beginning instruction:

#### 1. Reporting Income

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

#### 2. Live Scan (Fingerprinting)

All Instructors (employees, volunteers, anyone instructing) are required to be fingerprinted and cleared by the Department of Justice. This process must be done through the City of Burbank Live Scan Office. Contact the office at 818.238.5340 to make an appointment and inquire about fees. This fee shall be paid by the Instructor for anyone instructing a City class.

#### 3. Payee Registration Form

The City will provide a Payee Registration Form that is required to be completed and submitted by the Instructor.

#### 4. Tuberculosis (TB) Testing

The City requires that all Instructors provide the Contract Class Supervisor with a certificate showing that within the last two years, the Instructor has been examined and has been found to be free of communicable TB. Thereafter, Instructors who are skin test negative shall be required to undergo the foregoing examination at least once each four years for so long as the Instructor remains skin test negative.

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#### 5. Insurance

- The City will not provide insurance coverage for Contract Instructors. All Contract Instructors must submit proof of insurance to the City prior to the start of the first registration period.
- Insurance requirements:
  - Certificate of Liability Insurance/ Commercial General Liability and Property Damage Certificate (GL) (10.2)
    - \$1,000,000 combined single limit
    - Insurance shall be primary (10.2 A.b)
    - Waiver of Subrogation (or Transfer of Recovery of Rights Against Others) (10.2 A.c)
    - Endorsement for Notice of Cancellation, at least 10 days (10.2)
    - Endorsed to include affirmative coverage for sexual abuse or molestation. (10.3)
    - \$1,000,000 per occurrence
    - Additional Insured Endorsement--- the City of Burbank, 275 E Olive Ave, Burbank, CA 91502
      - City named as Additional Insured (10.2)
      - Endorsement Form CG 20 11 01 96 (10.2 A.a)
    - Workers' Compensation
      - This portion is required if you do have employees.
        - With Statutory Limits
        - Employer's Liability
        - No less than \$1,000,000 per accident for bodily injury or disease
        - Waiver of Subrogation Endorsement (or Transfer of Recovery of Rights Against Others)
      - If you do not have employees.
        - a letter stating that you are not subject because you are the sole proprietor and do not have employees.
    - Sexual abuse and molestation (SAM) Liability Certificate if applicable (10.3) if you are instructing a class or summer camp that includes minors (17 years old or younger).
      - Required if ISA will include contact with minors
      - Separate policy is required if not already included in GL
      - \$1,000,000 per occurrence or claim
      - Waiver of Subrogation (or Transfer or Recovery or Rights Against Others)

The **Contract Class Supervisor will serve as your primary contact** for ISA, payments, Recreation Guide, and your respective Site Supervisor will serve as your primary point of contact on a daily basis as it relates to any questions regarding your class facility or any class issues.

# Instructional Services Agreement (ISA)

The City requires that all Instructors enter into an Instructional Services Agreement with the City annually. Instructors 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 will be emailed back to the Instructor once it has been approved and signed by the P&R Department.





## **Professional Conduct**

While Instructors are not employees of the City, Instructors do represent the City and P&R Department. To some participants, the Instructor is the only representative of the City and/or Department they will have contact with. Therefore, Instructors 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 the 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.

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.

3. Conducting any commercial activities without a Cityissued permit, including but not limited to the unauthorized sale or display for sale of goods, tickets or services (BMC 3-3-801.1).

4. Receive or make personal phone calls during scheduled class time.

5. Bring, invite, or otherwise allow individuals to respective classes who are not enrolled.

6. Aggressive soliciting in City facilities including parking lots (Penal Code Section 647(c).

7. 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 Recreation Center front desk.

## **Discrimination and Harassment**

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 Instructors.

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.

# **Class Registration/Information**

P&R is responsible for the registration of participants. Under no circumstances is an Instructor to accept and/or receive payments, except for pre-approved material and supply fees. All participants are required to register with the Department before being allowed into any class/program. It is the Instructor's responsibility to ensure all participants are registered prior to attending class. Please notify P&R staff, your Site Supervisor or site staff if you have a participant who is not listed on your class attendance sheet.

# **Class Fees**

To help Instructors set their class fees, P&R staff may provide current market information and help guide you in the decision making. P&R reserves the right to approve or deny class fees.

# Materials and Supply Fee

Any supplies needed for a class will be the responsibility of the Instructor and are required to be pre-approved by the P&R Contract Class Supervisor. If supplies are to be obtained by the participant, it will be the responsibility of the Instructor to provide a supply list to the participants. If a material fee is required for each participant, the Instructor will be required to provide details and itemized costs on the Proposal Form, so they may be approved and published in the Recreation Guide. The material fees are to be paid by participants at the first-class meeting and directly to the Instructor. No material fee shall be collected by the Instructor from any participant until the participants receives the class materials. Instructors will not be allowed to collect supply fees from participants if the fees are not published in the Recreation Guide. If the material fee is not paid on the first day of class, instructors are required to send a reminder via the Instructor Portal. If the material fee remains unpaid by the start of the second-class meeting, instructors have the discretion to drop the participant from the class. If instructors choose to allow the participant to stay in the class despite the unpaid fee, P&R will not intervene.

# 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 week 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 Instructor's payment and payment may be adjusted to compensate prorated refunds.

# Absences, Tardiness, Vacations, Substitutes and Cancellations

If an Instructor is ill or unable to meet with their class, the Instructor must notify the facility where the class is scheduled as soon as possible, but no later than two hours prior to the start of class as well as the P&R Contract Class Supervisor. P&R staff will notify all participants of class cancellation. If an Instructor has made arrangements for a substitute, P&R must be notified no later than two hours prior to the start of class. All substitutes will be required to have completed a background screen (Live Scan) prior to performing services at any City facility or private business location.

## Makeup Classes

Instructors should make up any classes that are canceled during the session. Instructors will work with the Contract Class Supervisor to determine the make up date. Contract Class Supervisor will notify students of the scheduled makeup class. Amount of makeup classes will be determined by the amount of weeks a class is being held during the session. A prorated refund will be issued for any classes that cannot be made up. Participants can request a prorated refund if they are unable to attend makeup classes.

It is important to note, participants who miss a class are not allowed to makeup the missed class. Participants are only allowed to make up classes that may have been cancelled by P&R or the Instructor. No exceptions will be made.

# **Instructor Portal**

City staff will create an account for all Instructors at BurbankParks.com (CivicRec). These accounts will provide Instructors access to the Instructor Portal. This portal will grant Instructors access to class Rosters and Sign – in Sheets for their classes.

# Attendance Sheets

Instructors are required to take attendance at each class. Please inform individuals, who have not registered, to go to the Facility Front Desk at any recreation center to complete the registration process. Facility staff will assist with all registrations. Instructors may not permit anyone to participate without having registered for the respective class. All attendance sheets must be submitted with invoice at the end of the session.

Participants are required to either be on the attendance sheet or have a P&R issued receipt before they can be admitted.

# **Facility Usage**

Instructors using P&R facilities are permitted to occupy the respective classroom 15 minutes prior to the beginning of class/program activities. Instructors are also permitted to provide P&R with a diagram of the desired room set up, including tables and chairs. While P&R is responsible for room set up, Instructors are required to clean up any materials (art supplies, paper, etc.) and place any used furniture and/or equipment back in its original location and condition after the class/program ends. Instructors may not use any City owned property including copy machines, fax machines, computers, materials, and/or equipment. Instructors are financially responsible for all class-related equipment and materials, including copies.

# **Class Cancellations**

To ensure a quality experience for the participants, P&R reserves the right to cancel, combine or divide classes; change the time, date or place of classes; change the Instructor; and make other changes which become necessary. If P&R cancels a class, the Department will notify participants and issue any necessary registration refund. Instructors are responsible for contacting the P&R Contract Class Supervisor immediately if they have any reason to cancel a session.

# **Instructor Payment**

Instructors are paid according to the City's Financial Services Department's Purchasing Division payment guidelines. Instructors are responsible for submitting an invoice for payment of services rendered. It is the Instructor's responsibility to submit all required documents at the end of each class session to the P&R Contract Class Supervisor in order to receive a timely payment.



For Classes Onsite of City Facilities, Instructors will receive 65% of the monies collected from class registration. The remaining 35% is retained by the City. For Classes Offsite of City Facilities, Instructors will receive 70% of the monies collected from class registration. The remaining 30% is retained by the City. All registration fees are collected by the P&R Department. Instructor will not receive payment on participants who received a refund. The Contract Class Supervisor will email Instructors the Exhibit A Letter of Agreement, CivicRec report, and an invoice template during the second to last week of the session. Please note that any Instructors conducting classes for both the Fall and Fall Mini session will not receive these documents until after the Mini session concludes. Instructors must return completed invoice for payment of services rendered and attendance sheets within two weeks from the email. Payments are deposited electronically to instructors or check payments will be mailed out vis USPS. Please allow up to 4 weeks for payment. Advance payments are not permitted.

# **Releasing of Minors**

Instructors must never release a child to someone who is unknown to the child or to whom the child expresses fear or uncertainty. The Instructor must stay until all participants have left the facility. If more than 15 minutes have passed, Instructor may release the child to the Facility Front Desk Staff.

#### **Child Abuse/Mandated Reporting**

Under the California Child Abuse and Neglect Reporting Act (CANRA), Instructors 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, an Instructor 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, Instructors 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 at 818.238.3000
    - o Juvenile Detail 818.238.3250
    - o Sgt. Marsha Laufer 818.238.3252
- or any Law Enforcement Agency

# **Special Needs**

The City of Burbank is committed to providing a successful and rewarding experience for all program participants. If you are made aware of a special accommodation, please immediately direct them to the Site Supervisor. The Site Supervisor will then contact the City's Americans with Disabilities Act (ADA) Office to start the accommodation process.

# Burbank Program, Activity, and Service Subsidy (PASS) Program

The Burbank Program, Activity, and Service Subsidy Program provides Burbank residents in need of financial assistance the opportunity to engage and participate in Citywide services. Applicants must be a Burbank resident with valid proof of residency. For more information about PASS please contact 818.238.5317.

# Safety of Participants, Accidents, and Incidents

The Instructor's primary responsibility is to ensure the safety of participants involved in an activity. In the event that an incident or accident occurs during class, Instructors should remain calm and notify the Facility Front Desk Staff. Each City facility is equipped with a first aid kit for minor injuries. For serious accidents, DO NOT MOVE the injured participant, call 9-1-1 or ask the Facility Front Desk Staff to call 9-1-1. All accidents and incidents must be reported, no matter how minor they appear. It is the Instructor's responsibility to know where the first aid kit is located in the facility or provide one if the class/activity is in an outdoor environment or off-site.

# Advertising and Marketing Your Class

All advertisement materials to promote a class must be approved by the P&R Marketing Section each session prior to any printing or distribution. All advertisements must include the City of Burbank P&R name, registration contact number (818.238.5385), and registration website <u>www.burbankparks.com</u>.

#### Please submit all Marketing Requests to: prcsmarketing@burbankca.gov.

**Promotion:** The P&R Department will place Instructor's description in the Recreation Guide. Instructors are welcome to submit class photos for the Recreation Guide with the understanding that usage is not guaran- teed and is determined by the P&R Marketing Section. Additionally, class description will also be listed on the P&R Online Registration site and City of Burbank Recreation Guide webpage. Instructors are required to re- view the draft Recreation Guide by the designated deadline provided by the Contract Class Supervisor.

**Photos/Videos:** All rights and ownership of photos/video taken in P&R classes belong to the City and cannot be used for personal use, marketing, or any other purpose without the written consent of the P&R Marketing Section.

**Social Media:** As a representative of the City, all Instructors are required to adhere to the guidelines presented in the City's current social media policy. All social media posts that include images/video from P&R classes must be pre-approved by the P&R Marketing Section. Intended platforms, accounts, and text/photo/video to be included in posts must be included in an email request to the P&R Marketing Section. Instructors should tag the P&R Department when applicable and inform the P&R Marketing Section when approved content has posted.

#### Facebook: @burbankparksandrecreation—Instagram: @burbank\_parksandrec

<u>Special Events</u>: The P&R Department offers many special events. With prior approval, Instructors are welcome to participate or hand out flyers at Department events. Contact the Site Supervisor or Contract Class Supervisor to arrange your attendance at an event.

**Non-Affiliated Events:** The City will not sanction, endorse, sponsor, or insure, and will not otherwise affiliate itself with or held responsible for any events in which an Instructor or Instructor's participants may participate. Instructors shall not use scheduled class time to prepare for or otherwise facilitate Instructor's participation in any Non-Affiliated Event. If the Instructor publicizes or otherwise requests participants to participate in a Non-Affiliated Event, the Instructor shall provide all participants with a written disclosure statement provided by the P&R Contract Class Supervisor, prior to the Non-Affiliated Event. Instructors are also required to make the P&R Contract Class Supervisor aware of Non-Affiliated Events.





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For more information on the City of Burbank Parks & Recreation Contract Instructor Program please call 818.238.5385 or visit us at www.burbankca.gov/parksandrecreation.