



*Rancho Santa Margarita*  
California



## Independent Contract Instructor Handbook

*Bell Tower Regional Community Center*

22232 El Paseo, Rancho Santa Margarita 92688

Phone: (949) 216-9700

[RSMconnect.org](http://RSMconnect.org)

## **I. Introduction**

Rancho Santa Margarita was incorporated on January 1, 2000, becoming the 33<sup>rd</sup> city in the County of Orange, California. Since incorporation, the City continues to provide an unparalleled standard of living for its residents and quality amenities for residents and visitors.

The City of Rancho Santa Margarita's "Independent Contract Instructor Handbook and Proposal Form" is a comprehensive guide that communicates the expectations and guidelines for any organization or person who chooses to host classes and programs with the City of Rancho Santa Margarita. We strive to be open and transparent with the procedures that the City holds individuals or organizations to that choose to use our facilities for programs. Content expressed in the handbook has been carefully examined and implemented to ensure the safety and integrity of all programs at the Bell Tower Regional Community Center. If the City of Rancho Santa Margarita believes that the program(s) offered can be a benefit to the community, then staff will discuss further guidelines and procedures with the interested party.

## **II. Independent Contract Instructor Documents and Responsibilities**

### **A. Fingerprinting and Criminal Background Check**

CONTRACTOR and his/her/its employees, agents, and representatives providing Services hereunder, if any, shall agree to voluntarily submit to and pass a criminal background investigation by providing a complete set of fingerprints to CITY at least thirty (30) calendar days prior to teaching or assisting with any class or program. CONTRACTOR and his/her/its employees, agents, and representatives, if any, are required to cover all costs associated with fingerprinting through the CITY's designated fingerprinting provider. Fingerprints are required to be updated every five (5) years.

### **B. Contractor Responsibilities**

CONTRACTOR agrees to the following:

CONTRACTOR shall be responsible for acquiring, providing, repairing and maintaining, at CONTRACTOR's own expense, any and all materials, supplies or equipment as he/she/it may deem necessary for use in performing the Services pursuant to this Agreement. All supplies, equipment, and materials determined by CONTRACTOR to be necessary for providing instruction Services under this Agreement shall be provided by CONTRACTOR at his/her/its sole cost and expense, unless agreed to in writing by the parties prior to the performance of such Services.

If the CONTRACTOR uses the Bell Tower Regional Community Center in the performance of his/her/its Services, CONTRACTOR agrees to comply with the Policies and Procedures set forth in **Attachment B**, attached hereto and incorporated herein by reference, as may be updated by the City from time to time. CONTRACTOR shall be responsible for any damages to CITY's facilities caused by CONTRACTOR's negligence or intentional acts.

CONTRACTOR shall record daily participant attendance and shall report participant attendance to CITY at the conclusion of each class meeting. CONTRACTOR shall check on class attendance numbers at least three days prior to the class start date and confirm cancellation status with CITY staff.

CONTRACTOR shall at all times ensure the safety of participants involved in CONTRACTOR's classes/activities, and shall set rules of conduct for the class. CONTRACTOR shall inspect class site and promptly report to the CITY (if at the Bell Tower Regional Community Center) or clean-up any hazards or unsafe conditions.

CONTRACTOR shall comply with all federal, state and local laws, ordinances, and regulations in the performance of CONTRACTOR's services.

CONTRACTOR shall request his/her/its class participants to complete the Program Evaluation Form – Participant, provided by CITY, for each separate class taught. CONTRACTOR shall also complete the Program Evaluation Form – Instructor. CONTRACTOR shall be responsible for returning all completed participant evaluation forms and the instructor evaluation forms to the CITY at the conclusion of the class.

CONTRACTOR shall obtain City's **Release and Waiver of Liability and Indemnity Agreement** (hereinafter, "Waiver Forms") from the CITY for all class participants on the first day of class. CONTRACTOR shall distribute City-developed Waiver Forms on the first day of class to all participants. Prior to the commencement of the class, all participants must sign a hard copy of the Waiver Form. CONTRACTOR shall be responsible for returning all signed Waiver Forms to the CITY at the conclusion of the first day of class. In the event a participant joins the class after the first day of class, CONTRACTOR shall be responsible for obtaining the participant's signed Waiver Form and submitting the Waiver Form to the CITY upon the conclusion of that participant's first class.

CONTRACTOR shall provide all information relative to audio/visual equipment needs to the CITY at least 5 business days prior to the scheduled class when the CITY's equipment is needed. Equipment is available on a first come, first serve basis.

CONTRACTOR covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin or ancestry. CONTRACTOR is required to accommodate individuals with special needs. CONTRACTOR must be willing to work with the CITY and accommodate those participants who request assistance.

CONTRACTOR shall immediately report to the CITY any and all injuries and accidents arising out of CONTRACTOR's Services.

CONTRACTOR shall maintain accurate records of participant attendance and invoices and shall permit the CITY to inspect such records upon 24 hours' notice.

### **III. Class Fees**

Registration fee for class participants includes the CONTRACTOR class fee plus an administration fee. The City of Rancho Santa Margarita administration fee is \$3.00 per participant per class, which is subject to change.

If the CONTRACTOR charges additional fees for equipment, supplies or materials, the CONTRACTOR must disclose such fees in advance to the City of Rancho Santa Margarita.

#### **IV. Compensation**

CITY agrees to compensate CONTRACTOR **a specified percentage of the total instructor class fees actually collected by CITY for the classes conducted by CONTRACTOR** (the "**Contractor's Share of Class Revenue**"). The Contractor's Share of Class Revenue shall be 70% of the total instructor class fees actually collected by CITY and not refunded to class participants, unless a different percentage is approved by the CITY and entered here: N/A%. The \$3.00 administration fee for each participant per class is not part of the instructor fee and is not used as part of the calculation of the instructor's compensation.

It is the responsibility of the CONTRACTOR to submit an accurate invoice. For timely reimbursement for classes taught, invoices shall be submitted to CITY within fourteen (14) days of the last day of class. Invoices shall reflect the number of attendees on the CITY generated roster. Payment for Services can be expected within 30 days following submission of CONTRACTOR's invoice.

#### **V. Class Registration**

CITY shall be responsible for and shall have complete control over the registration of all class participants. If appropriate, guidelines under which CONTRACTOR may be permitted to register class participants will be provided to CONTRACTOR prior to the first class meeting. **Under no circumstances shall CONTRACTOR accept payment for registration fees directly from participants for any class.** CONTRACTOR shall notify CITY the following work day if a class is canceled at the first day of class. CONTRACTOR is required to notify participants in the event of an altered or canceled class.

CONTRACTOR agrees to attend the first scheduled class meeting with the understanding that if the class is canceled by CITY at the conclusion of the first meeting or prior to the date and time scheduled for the second class meeting, either because of insufficient enrollment or because of the insufficiency or unavailability of funds or facilities, then CITY shall not be liable to CONTRACTOR for any further compensation whatsoever under this Agreement. CITY reserves the right to add, modify or eliminate any class at the sole discretion of the CITY.

## **VI. Insurance**

Prior to commencement of services hereunder, and for the term of the Agreement, CONTACTOR agrees to procure and maintain, at its sole cost and expense, such types and amounts of insurance coverage as the CITY may require. Without limiting the foregoing, if CONTRACTOR has any employees, CONTRACTOR shall at all times during the term of this Agreement carry and maintain workers' compensation insurance as required by California law. All workers' compensation insurance policies shall be endorsed to waive all rights of subrogation against the CITY and its elected and appointed officials, officers, managers, and employees. All required liability policies shall be endorsed to name as additional insureds the CITY and its elected and appointed officials, officers, managers, and employees. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without thirty (30) days' written notice to CITY of any proposed cancellation. CONTRACTOR's insurance coverage shall be primary insurance as respects to CITY and its respective elected and appointed officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by CITY and its respective elected and appointed officials, officers, employees, agents, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it. Certificates of insurance evidencing the foregoing shall be delivered to and approved by CITY prior to commencement of Services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of CONTRACTOR's obligation to indemnify the Indemnified Parties.

## **VII. Independent Contract Instructor Inquiry Form**

For those interested in working with us at the Bell Tower Regional Community Center, please fill out the "Independent Contract Instructor Inquiry Form". When completed, your inquiry will be reviewed by the Community Service Department. Please allow for 2 – 4 weeks for a response. If approved, the Community Service Department will inquire for additional information to conduct a class at the Bell Tower Regional Community Center. To submit an "Independent Contract Instructor Inquiry Form", click [HERE](#), fill out the form completely, and email it to [recreation@cityofrsm.org](mailto:recreation@cityofrsm.org).