



**721 W. Cinnamon Dr. – Lemoore, CA 93245 (559) 924-6744 Option 2**

Thank you for your interest in becoming a contract Instructor with the City of Lemoore Parks and Recreation Division. The Lemoore Parks and Recreation Division is dedicated to building strong families through the provision of recreational opportunities. We believe that the benefits of participating in recreational programs, classes, and events are more important than the activity itself. We look forward to the possibility of working together to reach our common goals and to serve the Lemoore Community.

The Parks and Recreation Division utilizes independently contracted Instructors to provide recreational services to our community. Programs may be designed for early childhood, families, teens, youth, adults, or seniors. The City of Lemoore is committed to providing accessible services and programs to the entire community today and in the future.

The process begins with the Instructor submitting a “Contract Instructor Application.” A copy of this form is included in this packet. This form should be submitted to the Recreation Division located at the CMC Rec Center – 721 W. Cinnamon Dr., Lemoore, California 93245. Proposals may be submitted in person, by mail, or e-mailed to the Recreation Manager or designated representative, [parksandrec@lemoore.com](mailto:parksandrec@lemoore.com).

If an application is approved, the Instructor will be required to enter into a Program Instructor Agreement. A sample version of the Agreement is included in this packet.

Instructors will also have to review and sign the Contract Instructor Guidelines and Policies. The most current version of the Guidelines and Policies is included in this packet.

Additionally, Instructors will need to submit a copy of their City of Lemoore Business License and a Certificate of Liability Insurance naming the City of Lemoore as an additional insured.

If you have any questions about this process, please contact the Parks and Recreation office at (559) 924-6744 Option 2.

If you would like to make a presentation to the Parks and Recreation Commission about your proposed program, they meet on the second Tuesday every month (12) times a year at 5:30 pm at the Lemoore City Council Chambers located at 429 “C” Street.

Please call the Recreation office to be placed on the agenda at least 7 days in advance.

**Lemoore Recreation Division  
Contract Instructor Application**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Work: \_\_\_\_\_ Fax: \_\_\_\_\_

Which of the above numbers would you **NOT** be okay with being released to the public? If you are okay with all of the above numbers being available to the public, you do not need to provide a response. \_\_\_\_\_.

**E-Mail:** \_\_\_\_\_

**Information About Proposed Class**

1. Proposed class name: \_\_\_\_\_

2. Description of class (please write a 25- 40 word description of your class):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. List reasons why we should offer this program (how your students will benefit):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Proposed start date: \_\_\_\_\_

5. Facility location preferred: \_\_\_\_\_

6. How many weeks will the class be taught? \_\_\_\_\_

7. Days and times you would like to teach:

1<sup>st</sup> choice: \_\_\_\_\_

2<sup>nd</sup> choice: \_\_\_\_\_

3<sup>rd</sup> choice: \_\_\_\_\_

8. Age range of participants: \_\_\_\_\_

9. Number of participants you can accommodate: (Minimum) \_\_\_\_\_ (Maximum) \_\_\_\_\_

10. Student class fee: \_\_\_\_\_

11. Materials fee (if any): \_\_\_\_\_

12. When should we offer this class? \_\_\_\_\_ Seasonal \_\_\_\_\_ Year round

### **Compliance with State Law**

To comply with California law, all instructors must meet the requirements for classification as independent contractors. Accordingly, the following conditions must be met in order to work as a contract instructor for the City:

1. You will be providing the instructor services as a sole proprietor or other business entity.
2. You maintain a business location of your own (may include your residence).
3. You engage in an independently established business of the same nature as the work you would perform as an instructor.
4. You advertise and hold yourself out to the public as being available to perform work similar to the instructor services.
5. You contract with other businesses/parties to perform work of a similar nature as the instructor services.

By submitting this application, you certify that the above conditions have been met or will be met if you are hired as a contract instructor.

**Please enclose a brief bio and class outline along with your resume.**

Please return this Application to:

City of Lemoore  
Attention: Recreation Coordinator  
Parks and Recreation Division  
721 W. Cinnamon Drive  
Lemoore, CA 93245

The Recreation Manager will review this application and make a recommendation to the City Manager to determine its potential to meet the Division's vision, goals, and community needs, before contacting you for a more detailed discussion.

Together, the Recreation Manager will work with you to determine the specific course/activity design in regard to the facility suitability, facility availability, fee structure, course time frames, participant minimums and maximums, age range, course description, etc. This does not guarantee that your course/activity will be accepted.

Please note, the City will not accept proposals for the following:

- ☐ Programs we have offered in the past that have been cancelled, due to lack of interest (unless you can show that you have the necessary number of participants who are interested).
- ☐ Inappropriate programs for the recreation setting or similar programs offered by local community colleges or business/commercial/professional agencies.

If the City accepts the proposal, the Instructor will have to sign a contract with the City and follow the guidelines and policies set forth in the attached Guidelines, Policies & Procedures document.

I certify that the statements made by me in this application are true, complete and correct to the best of my knowledge. I understand that any false statement or misrepresentation of the facts may be grounds for denial of my application, and if hired as an instructor, termination of my contract with the City.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Lemoore Recreation Division Agreement Contract Instructor Guidelines and Policies**

The City's purpose in contracting with independent Instructors is to provide its residents with recreational activities in a manner that will foster a sense of community, security, fun, and fair play through programs that City staff cannot provide directly. The terms and conditions of the Instructor's work for the City are set forth in the below guidelines and policies, as well as the Program Instructor Agreement ("Instructor Agreement") which must be completed for each year that the Instructor teaches a class for the City.

### **Contracts**

Instructors are required to sign a Contract Instructor Agreement with the City. The Contract Instructor Agreement specifies the general terms and conditions under which Instructors provide services; including such matters as compensation, indemnification, and insurance requirements. Instructors must review and agree to all terms and conditions of the Contract Instructors Agreement. Classes will be cancelled if the required forms have not been submitted and approved.

### **Business License Requirement**

Instructors are required to obtain and maintain a valid business license on an annual basis. Proof of an active business license must be provided prior to commencing any instructional services and must be renewed each year. Failure to maintain a current business license may result in suspension or termination of the instructor's agreement with Lemoore Parks and Recreation.

### **Liability Insurance Requirement**

All instructors must obtain and maintain a valid liability insurance policy with coverage limits as determined by the City. A certificate of insurance naming the City of Lemoore as an additional insured must be provided prior to the commencement of any instructional services. Instructors are responsible for ensuring continuous coverage and must submit updated proof of insurance upon renewal. Failure to maintain adequate insurance coverage may result in suspension or termination of the instructor's agreement with Lemoore Parks and Recreation.

### **Independent Status**

Under the Instructor Agreement, Instructors act as independent contractors, and not considered agents or employees of the City of Lemoore. Accordingly, Instructors obtain no rights to the retirement benefits or other benefits that accrue to City employees. Although not employees of the City of Lemoore, Instructors do represent the City and must, therefore, conduct themselves accordingly. Instructors must conduct themselves in a professional manner, including dressing and speaking professionally, and complying with City policies applicable to all representatives and agents of the City. Instructors are additionally expected to comply with the guidelines and policies set forth in this document as it may be amended from time to time.

## **Class Cancellations & Subcontractors**

The City contracts with an Instructor based on his or her special expertise and experience. The City therefore requires the Instructor to personally perform or directly oversee the performance of the services. In the event the Instructor is not able to teach a class due to illness or some other cause beyond Instructor's control, Instructor must follow the following procedures:

A. Instructor must procure, at its sole expense, a substitute instructor at least as qualified as the Principal Instructor to teach the class at its regular time and place. Substitute instructors must comply with the City's fingerprinting and background check requirements.

B. Instructor must notify the City of the substitute instructor's name, qualifications, address, and phone number.

C. If Instructor cannot procure an adequate substitute, then the class will be cancelled and a make-up class added to the end of the session. Instructors are responsible for notifying students as soon as possible of a cancellation and the date and time of the make-up class. Instructors must additionally call and notify the City Recreation Division of the cancellation as soon possible and post a notification on the facility stating that class has been canceled.

## **Compensation**

Instructors are compensated based on renting the designated areas of the facility where their classes are held and retain 100% of the fees collected. Instructors are not permitted to impose additional fees, classes, or material costs on participants registered through the City unless such fees or costs have been reviewed and approved in advance by both the Recreation Manager and the City Manager. Monthly rent payments are due by the first Thursday of each month. Failure to comply with these terms may result in suspension or termination of the instructor's agreement with Lemoore Parks and Recreation.

## **Records**

Instructors are required to maintain full and accurate records with respect to all services provided to the City. Instructors must coordinate with the City in scheduling classes to avoid scheduling conflicts. Resolution of any conflict is at the sole discretion of the City's Recreation Manager or that person's designee.

## **Set-up & Tear-down**

Instructors are responsible for setting-up and being prepared to greet class participants 10 minutes prior to class time. Classes must begin at the agreed upon start time.

Instructors for all adult crafts, cooking, and children's classes are requested to wipe down tables and return the room to its original condition in order to accommodate the next scheduled class. All Instructors must set-up and teardown tables and chairs as needed and keep their area organized and clean. Once notified that your area is not organized and clean the City may charge

the instructor a cleaning fee. Floors must be swept and/or mopped as needed. Restrooms are to be cleared of soap, towels, and debris. No tape or posters are to be left in any of the facilities after your class; please allow enough time for their removal so clean-up does not infringe on the next instructor's time.

## **Facilities**

Instructor's primary responsibility is to ensure the safety of program participants. Prior to class, Instructors must visually inspect the programs and facilities to ensure safety. If any aspect of the area appears unsafe, it is the Instructor's responsibility to notify the Recreation Coordinator and to take actions that will ensure participant safety.

## **Equipment & Labor**

Instructors are required to furnish all tools, equipment, apparatus, supplies, and materials necessary for their classes unless otherwise agreed to by the City. Instructors assume all risk of loss, damage, or harm to such equipment or materials arising in connection with their services. Instructors are not allowed to distribute and/or sell personal items or equipment.

## **Supervision**

Instructors are required to establish appropriate rules for conducting the class and to assume responsibility for student discipline to ensure adequate protection of students and facility. Instructors teaching youth programs must stay with their students at all times. At no time may an Instructor leave the premises before all children have been picked up by a parent or guardian. Instructors must not release children to anyone other than the authorized parent, guardian, or to an individual authorized by the parent or by law. Children are not permitted to attend adult classes with their parent unless permission is granted by the Recreation Manager. If it occurs, immediately and appropriately address the situation.

## **Incident Reports**

Instructors are required to inform the Recreation Division Coordinator/Facility Supervisor, and/or Recreation Manager immediately of accidents or emergency situations that occur or arise during the class time and that may require further action. Incident report forms can be picked up in the Recreation Division Office, and must be completed by the Instructor and submitted within 24 hours.

## **Recreation Website**

The Recreation Division will post all City of Lemoore Recreation activities and a schedule of classes offered. Unless otherwise agreed to by the City, all activities and course outlines are to be performed at times and dates described in the flyer. It is the responsibility of the Instructor to have all class descriptions, pictures and artwork delivered to the Parks and Recreation Coordinator. Additional flyers and advertising are the Instructor's responsibility and must be approved by the Recreation Manager prior to distribution, and all advertisements must include City of Lemoore Parks and Recreation Division logo.

## **Additional Marketing and Promotion of Classes**

The Division will provide a certain amount of publicity for all classes. This will include a listing and description on our Web Page or other means the City uses, with flyers and press releases by arrangement. Our division will print flyers (within reason) for Instructors if arrangements are made in advance. Instructors may, and are strongly encouraged to, advertise in addition to the class information printed in the City brochure. Any publicity must include "Sponsored by the City of Lemoore" or similar City identification or endorsement must be approved by the Division prior to public distribution.

## **Enrollment, Registration, and Rosters**

**Class registration forms (including liability waiver) are mandatory** and must be completed each month. In the case of drop-in, pay-as-you-go programs, multiple signature forms are mandatory. The City encourages mail-in, and walk-in registration; on-site, in class registration is prohibited. Participants who have not paid a registration fee to the City, may not participate unless auditing the class, and if auditing, must fill out a waiver/registration in the Recreation office. Instructors must take daily attendance to ensure proper enrollment and payments. Instructors will not be paid for students not on the roster.

Instructors must call the Recreation office at least (1) one day PRIOR to the first scheduled class to verify enrollment. Instructors may pick up class rosters from the office or request one via e-mail. All correspondence during the course of the class will be collected in the office, so Instructors should check for messages often.

## **Participant Minimum & Maximum**

The minimum and maximum number of participants and students to Instructor ratio will be established by the Instructor and Recreation Coordinator in an addendum to the Agreement as often as the Recreation Coordinator (in collaboration with the Instructor) deems necessary. Consideration of the best number for instructional purposes, room size, and equipment available will be criteria for class numbers. Instructors should not set minimum registrations too high, as class will be cancelled if it is not reached by the registration deadline.

## **Refunds**

Students may request to drop a class due to illness, or injury or verifiable military obligation. Refunds are processed only if their request has been made prior to the second class, and if approved by the Recreation Division. An administrative fee of \$ \$30 may be assessed. If a class is cancelled due to lack of enrollment, or for some other reason, a refund will automatically be processed with no fee.

## **Fingerprinting & Background Checks**

Pursuant to California Public Resource Code 5164 and City Policy, Instructors and all persons under their supervision for the purposes of teaching classes must submit to undergo Live Scan finger printing for a criminal background check prior to providing any services for the City of



Lemoore. Instructors will need to call the Recreation office to schedule an appointment with Lemoore Police Department.

### **Anti-Discrimination Policy**

In providing services to the City, Instructors must not discriminate against any person because of race, religion, color, national origin, handicap, ancestry, sex, sexual orientation, or any other prohibited basis under federal, state, or local law.

### **Americans with Disability Act (ADA)**

Under the Americans with Disability Act (ADA), 1990, Leisure Service Agencies and their Instructors are required to accommodate individuals with special needs. Instructors must be willing to work with the City of Lemoore Parks and Recreation Division and accommodate those who request assistance.

### **Confidentiality**

All data, documents, discussion, or other information developed or received by Instructors while providing services to the City must be kept confidential and not disclosed without the City's prior authorization unless disclosure is otherwise required by law. Information that identifies or relates to our students, including, but not limited to, class rosters containing the names and telephone numbers of students, should be safeguarded as confidential and may not be distributed without prior City approval. Such information is for the use of the Instructor only as it relates to the course.

### **Instructor Contact Information**

Instructors must notify the Recreation Coordinator as soon as possible if there is a change to the Instructor's address or phone number.

### **Right to Refuse Service**

Contract Instructors can refuse service to participants under the following conditions:

- ☐ Participants who are unreasonably rowdy or causing trouble
- ☐ Participants whose presence detracts from the safety, welfare, and well-being of other participants or the Instructor
- ☐ Participants that may overfill capacity if let in the class
- ☐ Participants you believe to be intoxicated

### **Important Numbers**

Emergencies	911	Lemoore Police Department	(559) 924-9574	Dispatch	(559)
924-5333		City of Lemoore	(559) 924-6744		

Instructors must certify that they have read, understand and agree to abide by the policies and guidelines set forth above by signing and returning this application to the City of Lemoore Recreation Division prior to providing any services to the City. The City reserves the right to amend these policies and guidelines from time to time. The City will notify Instructors of any such changes within 30 days and Instructors will complete and return to the City any additional certification.

I have read the above and fully understand and agree to these policies.

\_\_\_\_\_  
Instructor Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Instructor Signature

\_\_\_\_\_  
City of Lemoore Representative Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Lemoore Representative Signature

**Lemoore Recreation Division  
Contract Instructor Agreement**

This Contract Instructor Agreement (hereby referred to as "Agreement") is entered into between the City of Lemoore (hereby referred to as "City") and \_\_\_\_\_ (hereby referred to as "Contract Instructor").

Term: \_\_\_\_\_ to \_\_\_\_\_

City and Contract Instructor Agree as follows:

1. Contract Instructor will comply with all Contract Instructor Guidelines and Policies.
2. Contract Instructor will maintain a current City of Lemoore Business License and a Certificate of Liability Insurance naming the City of Lemoore as an additional insured.
3. Contract Instructor will comply with all applicable state and federal laws and applicable City of Lemoore Municipal Codes.
4. City of Lemoore Facility Rentals within the Recreation Center are only available during the hours of operation of the City of Lemoore Recreation Center (currently Monday-Friday from 7:00am to 9:00pm and Saturday and Sunday from 7:00am to 4:00pm excluding holidays).
5. Contract Instructor only has the exclusive use of the rented facility as outlined in the attached "Exhibit A."
6. Contract Instructor understands that the facility may be rented by other parties outside of the hours rented by Contract Instructor, therefore, no personal belongings may be stored within the rented facility and must be removed at the conclusion of the hourly rental.
7. Contract Instructor understands that facilities are rented by the hour and that City, in an effort to accommodate Contract Instructor for scheduling purposes, calculates a "monthly rent" based on hours of facility rental.
8. Contract Instructor understands that rent is due by the first Thursday of each month payable to the City of Lemoore, 721 W. Cinnamon Dr, Lemoore, CA 93245, and that rent is considered late thereafter.
9. Contract Instructor understands that rent is \$\_\_\_\_\_.00 per month based on Exhibit A.
10. Contract Instructor understands that rent paid after the first Thursday of each month will result in a 10% late fee and that rent that remains unpaid by the second Monday of each month will result in a termination of this Agreement and cancellation of all previously scheduled unpaid facility rentals.
11. Contract Instructor understands that rent is paid in advance for the upcoming month. (Example: Rent due by the first Thursday in June covers the month of June from June 1 to June 30).
12. Contract Instructor understands that City may have to close Recreation Center unexpectedly on occasion. When this occurs and it is anticipated that the closure will impact Contract Instructor's facility rental, City will make a good faith attempt to contact Contract Instructor as soon as possible to provide advanced notice. Contact will be attempted via the telephone number provided by Contract Instructor on Contract Instructor Application. When a recreation center closure results in the cancellation of Contract Instructor's facility rental, Contract Instructor will receive an equivalent credit on the following month's rent.

\_\_\_\_\_  
Instructor Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Instructor Signature

\_\_\_\_\_  
City of Lemoore City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager Signature

## EXHIBIT A

Facility: \_\_\_\_\_

Hourly Rental Fee: \_\_\_\_\_

Facility Use Schedule:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Start Time							
End Time							

Except 2025 City Holiday Planned Closures:

Monday, May 26, 2025 – Memorial Day

Friday, July 4, 2025 – Fourth of July

Monday, September 1, 2025 – Labor Day

Tuesday, November 11, 2024 – Veteran’s Day

Thursday, November 27, 2025 – Thanksgiving

Friday, November 28, 2025 – Observed for Thanksgiving

Wednesday, December 24, 2025 – Christmas Eve

Thursday, December 25, 2025 – Christmas Day

Wednesday, December 31, 2025 – New Year’s Eve

Thursday, January 1, 2026 – New Year’s Day

Total Monthly Rent Due : \_\_\_\_\_

“Rent” is based on City of Lemoore Facility Rental Fee X number of hours per week X number of weeks of program divided into a monthly fee.