



CITY OF CUPERTINO

Contract Instructor

Manual

2024 Edition

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Introduction

The Cupertino Parks and Recreation Department (CPRD) is committed to creating a positive, healthy, and connected community. With a population of over 60,000, Cupertino is a unique city in the heart of Silicon Valley with beautiful parks and dynamic recreation opportunities.

Our programs are integral in inspiring local homogeny, building strong families, and providing services which enhance the quality of life among our residents. Our many different programs are designed to serve varying populations and ages from toddlers to active adults and seniors. As an independent contractor, you are tasked to help us fulfill our community goals and represent our values through providing recreational programs.

The purpose of this manual is to provide information on how to become a contract instructor, general requirements and expected responsibilities of contract instructors, and CPRD policies and procedures. All contractors and their employees are expected to adhere to the following City and departmental policies while working with Cupertino. Failure to observe these guidelines may be grounds for early contract termination. If any of the following information is unclear or you need additional information, please feel free to contact us at 408-777-3120 or by email at recreation@cupertino.gov. CPRD reserves the right to change this information at any time.

Becoming a Contract Instructor

New or prospective contract instructors are required to fill out an Activity Proposal Form, posted on the CPRD website. Completed forms will be reviewed and evaluated based on the possible impact and benefit to the Cupertino community, uniqueness of or demand for the activity, qualifications, references, and previous experience of the instructor, the cost proposed and sustainability of the activity. If the proposal is rated highly in these categories, a Recreation Coordinator will contact the prospective contractor for a more detailed discussion to negotiate the specifics and resolve any questions (overall program design, facility availability and suitability, fees, time frame, participant minimums and maximums, age ranges, course descriptions, etc.). CPRD Staff retain the right to evaluate submitted proposals and select those proposers to engage in contract negotiations. Please note that not all proposals will lead to a contract instruction agreement.

Existing contract instructors (“contractor”) looking to continue offering services through the City must submit an Activity Proposal Form prior to the conclusion of their current contract, and based on the proposal deadlines and seasonal timelines listed on the CPRD website, for re-evaluation and consideration. Existing contractors will be evaluated using similar criteria to new or prospective contractors. For certain programs or classes, the City may advertise these individually and require specific proposal submission elements. The CPRD website will indicate these classes or programs.

After a contractor is selected for contract award and negotiations are completed, a contract will be drafted based on the agreed details. Prior to contract submission, the contractor is required to provide all insurance documentation requested. Please note that some requirements only apply to instructors working with minors (under the age of 18).

1. Contract

A contract between the contractor and the City of Cupertino must be finalized, signed, and attested by the City Clerk’s Office before programs can be offered. The contractor will not be allowed to teach until all required documentation is received and processed.

New contractors may be awarded a contract term of up to 2 years, allowing the City and contractor the ability to evaluate the success of the activity or program. Current or prior contractors of the City may be awarded a contract term of up to 5 years. CPRD Staff retain the right to decide which contracts to modify, cancel, or discontinue at any time.

2. Insurance Requirements

Contractor shall procure and maintain the following insurance for the duration of the contract against claims arising from or in connection with the contractor, its agents, representatives, employees or subcontractors services under this agreement. Please note, not all insurance requirements are listed, for a full list of requirements, contractors will be provided with a detailed exhibit.

Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, it must apply separately to this project/location (CG 25 03 or 25 04) or be twice the required occurrence limit. If the limits of insurance required are satisfied in part by Umbrella/Excess Insurance, the Umbrella/Excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a “primary and non-contributory” basis for the benefit of the City before City’s own insurance is triggered.

Automobile Liability

ISO CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage. Required if automobile is used to perform work under this contract. Otherwise, proof of Contractor’s personal auto insurance with limits required by state law suffices. Contractor shall not transport or use its personal vehicle to transport participants or perform work under this contract.

Endorsement of Additional Insured for CGL and Automobile Liability

The City of Cupertino, its City Council, boards and commissions, officers, officials, employees, agents, servants, and volunteers are to be covered as additional insureds. The Additional Insured coverage under Contractor’s policy shall be primary non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City and all the insureds/indemnitees.

Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At City’s option, either: the insurer must reduce or eliminate the deductible or self-insured retentions as respects the City/Additional Insureds; or Consultant must show proof of ability to pay losses and costs related investigations, claim administration and defense expenses. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the insured or the City.

Acceptability of Insurers

Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.

Workers’ Compensation

As required by the State of California, with Statutory and Employer’s Liability Insurance limits of no less than \$1,000,000 per accident for bodily injury or disease. Required if Contractor has employees. If there are no employees, Contractor must sign Affidavit of No Employees.

Waiver of Subrogation for Workers Compensation

Contractor waives any right to subrogation against City/Additional Insures for recovery of damages to the extent said losses are covered in the insurance policies required herein. Specifically, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents, and subcontractors.

Sexual Abuse/Molestation

Insurance or the equivalent as required for activities/services involving minors, (e.g., after school activities, recreational programs, athletics, study/training events and transportation of minors). Coverage may be included under General Liability or be obtained in a separate policy, such as Educators Legal Liability (ELL) policy, with a limit of no less than \$1,000,000 per occurrence. If a general aggregate limit applies, it must apply separately to this contract or be twice the required occurrence limit.

Other Requirements

- Mandated Reporting (If working with minors)
- COVID-19 Health Order Compliances
- Compliance with Americans with Disabilities Act (ADA)
- Tuberculosis Tests, Background Check, and proper documentation for all instructors working with City of Cupertino.

Program Procedures

This section is intended to provide contractors with departmental policies as they relate to course conduct and procedures. Contractors who violate these rules may result in the early termination of their contract.

1. Program Information

Every quarter, program information will be requested from all contractors. The due date and manner of submission is dependent on the Recreation Coordinator overseeing your program.

Submission of program information does not guarantee that a program will be approved, and final decisions lie with the Recreation Coordinator overseeing your program. It is the contractor's responsibility to turn in all requested documents on time. Late submission of program information may not be accepted.

The following details are necessary when turning in program information or they will be considered incomplete: program title, description, time and dates, total number of meetings, days off, minimum and maximum number of students, student age range, and program fee. Recreation Coordinators will convey the acceptable format for program information submitted and may also ask if materials fee, parent participation, or accessibility to internet is applicable.

2. Registration and Administrative Duties

Administrative tasks such as registrations, withdrawals, refunds, and facility problems for programs held on City properties will be handled by the CPRD Recreation Office or the Recreation Coordinator overseeing the program. Contractors for these programs are strictly prohibited from taking registrations, performing monetary transactions related to registrations, or allowing drop-in students. Violation of this policy may result in immediate termination of the contract.

3. Access to Rosters and Contact Information

Contractors are provided with a login ID to access program rosters, attendance sheets, and parent contact information through the City's registration system at www.reg4rec.org. If a student is not on the roster, contractors can access their account for accurate information or call the Recreation Office 408-777-3120 for verification. If the contractor is a corporation, the main representative is responsible for sharing rosters and information with its instructors. All customer information is confidential and may only be used for program related communication. To maintain customer privacy, customer information listed on course rosters or customer accounts must not be shared or distributed outside of the program use. Failure to comply may result in immediate termination of the contract. For assistance addressing requests for public information, please contact the Recreation Coordinator.

4. Program Cancellations

Minimum and maximum enrollment numbers are provided by the contractor during proposal submission. If a program does not reach minimum enrollment and needs to be canceled, the contractor is responsible for contacting the Recreation Coordinator. If the contractor fails to provide notice of cancellation, program minimums may be enforced. If the contractor would like to run a program below the minimum, they must notify the Recreation Coordinator overseeing the program.

For a class or camp cancellation, a contractor must notify the Recreation Coordinator seven (7) days prior to the start of the class or camp.

In the event of a program cancellation, all registration fees will be fully refunded to the participant. CPRD will contact participants and inform them of program cancellations.

Contractor will receive compensation based on the terms listed in the agreement. If payment is based on the final roster, contractor will be paid based on the final number of students enrolled in the class.

In the case Contractor unilaterally cancels performance of a class without City approval, City reserves the right to immediately and without notice cancel the remainder of program offered and or performed by Contractor.

5. Facility Use and Clean Up

Facility access is only allowed for instructing courses or holding approved programs; any unauthorized use may result in the termination of the contract.

CPRD can provide tables, chairs, whiteboard or easel, and projector if needed. Some fitness supplies and/or equipment may also be provided. All other program materials must be provided by contractors. This includes, but is not limited to, program projects, tools, photocopies, stationery, and office supplies (e.g., markers, pens, etc.). Contractors should confirm the specifics with the Recreation Coordinator.

Cupertino has many offsite locations which may be used for programs. Depending on the facility location, a facility key may be temporarily issued to the contractor. Keys must not be duplicated. The contractor is fully responsible for the key until it is returned to the Recreation Coordinator upon program completion. The contractor may also be asked to be responsible for their own room setup, tables and chairs will be provided. When leaving a City facility, the contractor must ensure that the room is cleaned up, all doors are locked, and alarms are set, if applicable. Programs held at the Quinlan Community Center and the Senior Center will be setup by City staff. Please inform the Recreation Coordinator at least one week in advance for any special setup requirements or equipment needs.

Before the start of the program, please examine the program room for any potential safety hazards or faulty equipment and immediately report it to the appropriate front office (reference the [Facility Information](#) section under "CPRD Protocols and Emergency

Information” on Page 12). At the end of each day, contractors must clean up all materials and leave room in the condition it was found. However, if other arrangements are needed, please talk to the Recreation Coordinator overseeing the program.

Contractor Expectations

Contractors participate in fulfilling our mission of delivering quality recreational programming to the Cupertino community. Though not directly employed with the City of Cupertino, it is expected that contractors demonstrate professional conduct.

1. Customer Service and Interactions

CRPD expects a high level of customer service and responsiveness to the public from all contractors. Contractors may contact the Recreation Coordinator overseeing their programs to assist with customer interactions, general inquiries, and resolving issues.

2. Instructor Tardiness

Instructors should arrive 10-30 minutes before the program start time to set up any materials and take roll. If an instructor does not arrive within 15 minutes after the program start time, the program meeting may be canceled at the City's discretion. A makeup may be rescheduled between the contractor and the Recreation Coordinator. Final contractor payment will reflect the canceled program meeting should a makeup be unavailable. Contractors who are consistently late to the program may risk early termination of the contract.

If the instructor is running late, please inform the Recreation Office immediately at 408-777-3120, Sports Center front desk at 408-777-3160, or Senior Center front desk at 408-777-3150, if applicable. CPRD will relay the message to waiting students and/or parents. Participants reserve the right to leave should the instructor be late.

3. Absences, Substitutes and Make Ups

Instructor absences may be handled in one of two ways: sending an approved substitute instructor or hosting a makeup program (if applicable). In either case, the program change must be immediately communicated to the Recreation Coordinator overseeing the program and the Recreation Office. If a substitute instructor is sent, the instructor must meet all contract requirements and possess the proper credentials to teach the program.

If a substitute cannot be found, a makeup program may be scheduled. Instructors cannot organize a makeup without consulting with the Recreation Coordinator overseeing the program. Once a makeup date is selected, CPRD will contact participants and inform them of makeup information. If it is not possible to schedule a makeup, participants will receive a prorated refund and the final contractor payment will be adjusted accordingly.

For Sports Center fitness classes, Instructors should first attempt to schedule a substitute from the list of Sports Center instructors. If a substitute is not available, contact the Recreation Coordinator in charge of the program. If a class must be cancelled on the day of, due to illness or emergency, notify the front desk at 408-777-3160 and the Recreation Coordinator.

4. Taking Attendance

All participants and volunteers complete the City's Waiver of Liability form prior to taking part in a program. For this reason, it is required that all contractors and their employees take roll at the beginning of each program meeting (except for drop-in classes at the Sports Center). Only participants enrolled are allowed in the class. Parents are not allowed to stay in the classroom or observe the class.

Attendance records may be requested by the City if necessary. Record retention information is included in the contractor agreement.

5. Waitlists

If a program has reached maximum enrollment, a program waitlist will automatically be created. Should a spot become available, participants will be contacted by CPRD and must complete the registration process. Contractors may not bypass the official waitlist for any reason.

A contractor may increase the maximum enrollment by contacting the Recreation Coordinator overseeing the program. Maximums will only be increased if numbers are within the facility's capacity.

6. Materials Fee

CPRD does not collect material fees for programs. If a program requires additional materials fee that is separate from the registration fee, the contractor is responsible for collecting these fees and they must be included in the program's description, listed in the seasonal brochure (under Marketing and Solicitation). CPRD will not intervene in any disputes relating to material fees. Materials fees do not incur a percentage deduction.

7. Allergy Information

In a program where a student may come into contact with potential allergens (e.g., nuts, dairy, latex, etc.), it is at the contractors' discretion to request any relevant allergy information from participants as CPRD does not require this information during the registration process.

8. Marketing and Solicitation

A seasonal brochure with all program listings will be published and sent every quarter to Cupertino residents and made available at various City facilities. Course program information submitted on time will be included in the brochure, unless otherwise notified by the Recreation Coordinator. **Late course program information may not be included in the brochure.** Additionally, it is the contractor's responsibility to submit corrections on time.

Contractors may design additional program flyers for marketing, but these must be approved by the Recreation Coordinator before final publication. Approved flyers will be posted in the lobby of the facility where the program occurs, and contractors may place them at local libraries or businesses.

Contractors may not advertise any personal services or items to program participants, CPRD, or guests. Educational presentations are solely meant to provide information. Any solicitation of clients or distribution of company literature may lead to immediate contract termination.

CPRD Protocols and Emergency Information

1. Facility Information

CPRD has many facilities that are available for program room use, and facility assignment is dependent on space availability and program facility needs. While holding a program in a Cupertino facility, a contractor may use the on-site phone for program related emergencies.

Below is a list of facilities owned and operated by CPRD:

Facility	Address	Main Contact Number
Quinlan Community Center	10185 N. Stelling Road Cupertino, CA 95014	408-777-3120
Monta Vista Recreation Center	22601 Voss Road Cupertino, CA 95014	
Creekside Park	10455 Miller Avenue Cupertino, CA 95014	
Portal Park	10225 N. Portal Avenue Cupertino, CA 95014	
Wilson Park	19784 Wintergreen Drive Cupertino, CA 95014	
Cupertino Senior Center	21251 Stevens Creek Blvd. Cupertino, CA 95014	408-777-3150
Community Hall	10350 Torre Avenue Cupertino, CA 95014	
Cupertino Sports Center	21111 Stevens Creek Blvd. Cupertino, CA 95014	408-777-3160
Blackberry Farm	21979 San Fernando Avenue Cupertino, CA 95014	408-777-3140
McClellan Ranch Preserve	22221 McClellan Road Cupertino, CA 95014	408-777-3149

2. Release of Minors and Late Pick Ups

Every contractor must take precautions when releasing minors (participants under 18 years old) at the end of a program. Only release a child to the parents, authorized guardian, or other individual authorized by parent. Never release a minor to an unknown person or to a person the child displays uncertainty towards. A contractor must not transport participants in a vehicle or leave them unattended.

Contractors or their employees must supervise participants under the age of 18 until all participants have been picked up.

Contractors should call the main contact on the roster if a child has not been picked up within 5-15 minutes after the completion of the class. Additional household phone numbers are available online through your contractor account. You may also call the appropriate front office for additional phone numbers. If all contacts have been called

without response from a parent or guardian and the participant has not been picked up after 30 min., the contractor will notify the Recreation Coordinator overseeing the program. Contractor may call the Sheriff's Department if the child has not been picked up after one hour. The Sheriff Department can be reached at 408-868-6600, 8:00 a.m.–5:00 p.m., Monday-Friday) or 408-299-2311 (Non-business hours).

3. Accident and Incident Reports

Contractors are responsible for providing their employees with training on First Aid and other emergency procedures. Should there be a life-threatening emergency, please immediately call 911.

For more extensive injuries or a life-threatening emergency, please follow these procedures:

Stay with the participant. Direct someone to call 911 or the Cupertino emergency number if it is not life threatening.

- **Cupertino Emergency 9-911 or 408-299-3233 (using cell phone)**
- Notify CPRD of the incident. If your program is at a building with full-time staff on-site, please speak with the full-time staff.
 - Recreation Office: 408-777-3120
 - Senior Center: 408-777-3150
 - Cupertino Sports Center: 408-777-3160
 - McClellan Ranch Preserve: 408-777-3149
- CPRD Staff will fill out an ABAG *incident report* form within 24 hours of the incident occurring.

For all injuries, regardless of the severity, notify the parent or guardian if the participant is under 18 years of age.

4. Roll Call/Attendance

It is important to take attendance at the beginning of each class so that if there is an emergency, it is known which students are in attendance for that day.

5. Fire and Fire Alarms

In the case of fire or fire alarm, everyone should evacuate the building immediately through the closest exit and head toward the assembly point (see below). Remember to stay together as a group and take roll to make sure everyone is accounted for. Instructors should remain with the program until adult participants have left or minors have been picked up by a parent or approved guardian. For fire alarms, remain in the assembly point area until a staff member instructs otherwise.

6. Earthquake

During an earthquake, instruct all participants to move away from windows, cabinets, and mirrors and take shelter under a doorway, sturdy table, or desk. Exit the building only when the shaking has fully stopped and make your way to the designated meeting location. Once safely outside, take roll to ensure all students are accounted for and be sure to avoid any structures that may fall. Instructors should remain with the program until adult participants have left or minors have been picked up by a parent/approved guardian.

7. Assembly Points

Below are the designated assembly points for each CPRD facility:

Quinlan Community Center: Gazebo adjacent to Memorial Park Field.

Senior Center: Turf area of Memorial Park.

Cupertino Sports Center: Minors – tennis courts 14-18. Adults – back parking lot.

Portal, Creekside, and Wilson Park Buildings: Grass areas located outside of building.

Monta Vista Recreation Center: Rear field area or front parking lot.

McClellan Ranch: Meadow or Linda Vista Park (in case of flood).

8. Lockdown

If for any reason the building is put into lockdown, barricade the door and hide the students as best as you can away from sight. The City of Cupertino buildings operate under the Run, Hide, Fight protocol. First run to a place away from the threat if possible. Hide in a place as best as possible that is out of sight and barricade. As a last resort, and only if your life is in imminent danger, fight. A resource from Homeland Security:

https://www.dhs.gov/xlibrary/assets/active_shooter_booklet.pdf

9. Emergency Broadcast System

Some buildings have been equipped with an emergency broadcast system that works through the Mitel phones. This system is only available in rooms with a Mitel phone and is to be used for serious/extreme emergencies purposes such as a lockdown, active shooter, fire alarm, etc.

- Get a dial tone
- Dial 1990 on your Mitel phone (just 1990, no 9 to get an outside line)
- The phone will say dialing, but there will not be ringing
- Speak your message
- The message will play through the speaker of the Mitel phones
- Hang Up

If you are a contractor at the Sports Center, you may also hear alerts on the PA system. This will be heard on the outside courts as well.

For non-City facility locations, please follow individual facility evacuation procedures or meet in a large open space like a blacktop or field.



City of Cupertino
Parks and Recreation Department
10185 North Stelling Road • Cupertino, CA 95014-3255
(408) 777-3120 • Fax (408) 777-3137

I acknowledge that I have received and reviewed the Cupertino Parks and Recreation Contract Instructor Manual in its entirety.

I understand that it is my responsibility as a City contract instructor to request clarification for any items that may be unclear.

I will adhere to all requirements and expectations stated in the Contract Instructor Manual and the contract between the City of Cupertino and my organization.

I understand that failure to meet the terms stated in the contractor manual or contract may result in early termination of my contract with the City.

Business Name/Name of Contractor

Date

Signature of Contractor