

INDEPENDENT CONTRACTOR/INSTRUCTOR HANDBOOK



City of Davis Parks & Community Services Department

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Welcome and Introduction

Thank you for your interest in becoming an Independent Contract Instructor with the City of Davis. We are excited about the possibility of working together to reach our common goals and to jointly serve our community. Davis Parks & Community Services staff is dedicated to building strong community connections through the provision of educational and recreational opportunities. We believe that the benefits of participating in social recreation programs, classes and events are more important to the community than the activity itself.

This handbook explains policies and procedures that must be followed in your work with the City of Davis. The handbook provides requirements on becoming an Independent Contract Instructor with the City, guidelines and tips for managing your activities, and, most importantly, what you will need to know about handling an incident or emergency. The information contained in this handbook is intended to serve as a resource for Independent Contract Instructors as they begin providing classes and activities for the Davis community.

OUR HISTORY

The City of Davis was founded in 1868, with the majority of its growth surrounding the Southern Pacific Railroad Depot. The City was originally named Davisville for Jerome C. Davis, a prominent local farmer. The Davisville post office shortened the town name in 1907, and the name change became official when the City incorporated in March 28, 1917. The City of Davis is a university-oriented city, with a population of just over 65,000. It is a unique university and residential community, internationally known for its commitment to environmental awareness and implementing progressive and socially innovative programs.

Closely tied to the community's history is the University of California at Davis, with a student population of approximately 32,000. UC Davis was established in 1908 as the "University Farm School". From its beginnings as an agricultural community, UC Davis is now recognized internationally for its contributions to life sciences, agriculture, veterinary medicine, biotechnology, medical technology and engineering.

OUR COMMUNITY

Davis is noted for its desirable quality of life, its seeming small town atmosphere, engaged citizenry, and extensive parks and open space network. Davis' park amenities range from picnic facilities, ball fields, swimming pools, and wildlife habitat. Serving as a crossroads for the community, Central Park includes the U.S. Bicycling Hall of Fame, California Bicycle Museum and the national award-winning Davis Farmer's Market.

Davis is also known for its pioneering efforts in addressing environmental and social issues. A good example of the City's commitment to sustainable community design is its unmatched bicycle and pedestrian network. Over 50 miles of bicycle paths connect neighborhoods, schools, parks, shopping centers, the University and the downtown, and has led to the highest per-capita bicycle ownership rate in the nation. Residents of Davis are active in local, national, and international political causes, sports, arts and community organizations. The Davis community combines the right blend of safe neighborhoods, convenient retail and service establishments, and cultural amenities for a variety of tastes and plentiful recreational activities.

OUR MISSION

The mission of the City of Davis Parks & Community Services is to enrich and enhance resident's lives by providing quality programs, services and experiences. Davis Parks & Community Services provides a wide variety of recreational opportunities, including youth and adult sports, alternative recreation for persons with disabilities, aquatics, community events, gymnastics & dance, outdoor education, senior services, special interest classes, specialty camps, teen services, and facility, field and pool rentals. Our vision is to provide and maintain recreation facilities, programs and services that help make people's lives better and the community more healthy, livable, and enjoyable.

OUR VALUES

The core values of Davis Parks & Community Services are: Accountability, Fairness, Inclusiveness, Leadership, Making a Difference, Quality, Service and Vision. We hope, as a representative of the City, Independent Contract Instructors and their assistants will also help exemplify these values out to our community through their various activities.

CUSTOMER SERVICE PHILOSOPHY

Our goal is to deliver the highest quality inclusive recreation programs possible to our community in a balanced and equitable manner. As an organization, it is important we understand the manner in which we treat our customers will have a lasting effect on the way our organization is perceived. Therefore, the services you provide as an Independent Contract Instructor must be easily understood by the customer and effectively address the customer's needs or interests. Remember, you represent a face to the overall City and your actions reflect back to the perception they have of the community. Independent Contract Instructors must always be cognizant of their responsibilities to assist the City in building a healthy community.

Overview of Proposal Process

DEFINITION OF AN INDEPENDENT CONTRACT INSTRUCTOR

A person or business who performs services for the City under an express or implied Independent Contract Instructor Agreement and who is not subject to the other's control, or right to control, the manner and means of performing the services; not as an employee. This means both parties will be acting in an independent capacity and not as agents, employees, partners or joint ventures of one another. Independent Contract Instructors are not an employee of the City of Davis, and are not entitled to any of the rights, benefits or privileges of City employees (i.e. contractors are not entitled to unemployment benefits or workers compensation from the City of Davis).

Example of Duties

- Works with the City to insure physical spaces in which activities are conducted are safe and comfortable for participants
- Works with the City to develop and disseminate promotional materials which are descriptive, accurate, and focused on the needs and desires of participants
- Ensures all registration and liability waiver requirements are complete for each participant
- Develops a rapport with participants which affords insight into customer satisfaction and works to overcome any potential barriers to participation
- Observes scheduled class times, uses only authorized equipment and leaves facilities in good, clean and safe condition
- Provides City program staff with attendance information, participant feedback, accident/incident information, etc.
- Assists the City in the dissemination and collection of completed participant surveys and activity evaluations

Qualifications

- Must be able to demonstrate significant knowledge of proposed class subject
- Must have the ability to present class information in a satisfying manner for participants
- Prior teaching experience is desirable, but not required.

WHY TEACH A CLASS WITH DAVIS PARKS & COMMUNITY SERVICES?

Davis Parks & Community Services has provided recreational and leisure experiences to Davis residents and the surrounding communities for over 100 years. Here are just a few features our division can offer you as an Independent Contract Instructor:

- The City of Davis has a wide range of both indoor and outdoor community facilities. All of these facilities are maintained to assure the comfort of instructors and participants alike. Facilities range from small classrooms or conference rooms, with room capacities of 10–20 people, to large multipurpose spaces, with room capacities exceeding 300, to various parks and athletic fields.

- Davis Parks & Community Services utilizes a registration software system, called “RecTrac.” The system allows us to maintain facility booking for your class and to process registrations in an efficient manner. Independent Contract Instructors may receive attendance reports, wait list reports, and we maintain the database to provide participant main contacts for all activities. The system also easily reserves spots for waitlist participants when a cancellation in a class occurs.
- We accept VISA and MasterCard, cash and checks for activity payments. We offer registration through five easy customer friendly ways including, online registration, mail, telephone, fax, or in person. For those individuals and families that may be on limited incomes, we also offer a fee scholarship program that assists in offsetting up to 50% of the program registration fees.
- Davis has become known for their quality and quantity of recreational offerings. There is a strong emphasis on quality assurance, and Parks & Community Services staff will often conduct customer satisfaction surveys or site inspections on a re-occurring basis.

HOW TO SUBMIT A CONTRACT CLASS/INSTRUCTOR PROPOSAL

The process is simple. Toward the end of this handbook (see Attachment C – page 28), is a Contract Class/Instructor Proposal form, which you may use to submit your proposed activities on. Please remove these pages or make additional copies as needed, and return them to the main registration office, located at 23 Russell Boulevard, Davis, CA 95616. Online forms are also available on the City’s web site at www.cityofdavis.org

1. Two descriptions are needed. The first activity description is a brief written summary that sells your activity to the public and will be printed in the City’s seasonal recreation activity guide. The course description should be approximately 60 words (+–) or less, using future tense and addressing the reader directly, using “you” instead of the less personal term of “students”. Please make any skill levels, material fees or other course requirements clear for the reader. For example:

Leadership & Public Speaking

Wow the crowd! Learn all the basic skills and techniques needed to be a successful public speaker in this interactive course for new and continuing students. You’ll prepare a speech, improve your communication skills, and advance through the different levels of speech – then show off your new skills in a formal speech showcase at the end of the course!

The second activity description should provide a more detailed overview of your proposed activity. Program staff needs to know what your program focus will be, the methods of learning, and the associated program outcomes.

2. All the proposed dates of your class for a specific season must be completed. Please do not leave the dates blank because City program staff will not consider your Contract Class/Instructor Proposal without all the necessary information completed. If you are proposing to use a City facility, please note all facility information is managed through our computerized registration system, and dates must be entered before conflicts can be detected.

3. The Independent Contract Instructor is responsible for communicating equipment and supply needs with Parks & Community Services staff in advance. In the initial discussion about the Contract Class/Instructor Proposal, the equipment and supply needs must be identified. If class equipment or supplies are to be purchased by Parks & Community Services staff, funding arrangements will need to be discussed and included within the Independent Contract Instructor Agreement.

4. Independent Contract Instructors must compute their own class pricing. IRS rules regarding contracting for activities prohibits the City from setting your pricing. The City will provide information to the Independent Contract Instructor on specific cost recovery standards to assist with class pricing as established by the Davis City Council. Independent Contract Instructors may also determine their per hour rate in the following way:
 - a. Select the lowest fee per hour you are willing to work, multiply this fee by the number of hours you will spend in teaching this class. Divide the total by the minimum number of students you will accept in the class. Now, multiply this number by .60 (if using a City facility) or .65 (if using your own facility). Now add this number to the lowest fee per hour and you will get a suggested base fee for your class. Don't forget to include any potential materials fees.
 - b. For example:
 $\$40 \text{ minimum instructor fee per hour} \times 1 \text{ hour per class} \times 4 \text{ days per session} = \$160 \text{ Instructor fee}$
 $\$160 \div 10 \text{ person minimum} = \$16 \text{ minimum class fee (rounded up to nearest dollar)}$
 $\$16 \times .60 = \$9.60 \text{ per person (Independent Contract Instructor's portion)}$
 $\$40 + \$9.60 = \$50.00 \text{ minimum class fee (rounded up to the nearest dollar)}$
 $\$50 \text{ per class} + \$10 \text{ materials fee per student} = \60 class fee

5. Classes for which Parks & Community Services staff will not accept proposals for are as follows:
 - a. Activities that are similar to those which the City currently offers (we suggest you read the most recent copy of the City's seasonal recreation activity guide available online at www.cityofdavis.org)
 - b. Activities the City has offered in the past that were cancelled due to lack of interest, unless you can demonstrate you have the necessary number of participants who are interested in participating in the specific activity.

6. Submitting a Contract Class/Instructor Proposal does not guarantee the activity will be added to the recreational offerings of the City of Davis Parks & Community Services. Program or activity approvals by the Community Services Superintendent is dependent upon the amount of specific information contained in your Contract Class/Instructor Proposal form; the subject matter’s potential for meeting the City’s programming needs and priorities, demonstration of the Independent Contract Instructor’s subject knowledge and teaching experience, and the availability of facilities.

Additionally, once added, there are no guarantees the Davis Parks & Community Services will continue your class offering for future seasons. The City of Davis Parks & Community Services reserves the right to cancel any activity or class as a result of low or no attendance for two consecutive seasons.

SEASONAL ACTIVITY SCHEDULE DEADLINES

Season	Proposed Class Dates	Deadline to Submit Class Proposals	Anticipated Public Distribution Date
Fall	September 1 – December 31	April 1	August
Winter/Spring	January 1 – May 31	July 1	November
Summer	June 1 – August 31	November 1	March

Independent Contract Instructor Requirements

CITY BUSINESS LICENSE REQUIREMENT

All Independent Contract Instructors doing business in the Davis city limits are required to obtain and maintain in good standing a City of Davis Business License. Business Licenses may be obtained through the City's Finance Department located at City Hall, 23 Russell Blvd. Acquiring the license typically takes two weeks and the Business License tax is usually based upon the prior calendar year's gross receipt sales. For businesses located outside Davis, only receipts generated in Davis will be used for this calculation. For frequently asked questions, application forms, or more specific information, you may go online to the City's web site at: <http://administrative-services.cityofdavis.org/fiscal-services/business-licenses>

CONTRACTOR TUBERCULOSIS (T.B.) TESTING

The City of Davis requires all Independent Contract Instructors and Instructor Assistants working with the public provide proof of current (within the past two years) T.B. testing results. If it has been some time since you were tested, please schedule an appointment with your health care provider and complete the test prior to submitting a Contract Class/Instructor Proposal. Some health care providers provide T.B. testing at no cost. Test results will be required to be submitted to the City of Davis prior to approving your Independent Contract Instructor Agreement.

FINGERPRINT CLEARANCE AND BACKGROUND CHECKS

As a condition of the Independent Contract Instructor Agreement, the City of Davis requires all Independent Contract Instructors and Instructor Assistants, at their own expense, shall submit to fingerprinting and a Department of Justice (DOJ) criminal background screening prior to teaching any activities with the City. This DOJ screening confirms the Independent Contract Instructor or their Assistants have no criminal convictions.

If the Independent Contract Instructor has employees, prior to the first day of an activity, the Independent Contract Instructor must certify to the City that said employees have been fingerprinted and have passed a DOJ background check. Any Independent Contract Instructor or Assistant will not be allowed to teach an activity without this documentation.

INCOME TAX REPORTING

Independent Contract Instructors are not considered City employees, and therefore, are not eligible for City benefits. It is the Independent Contract Instructor's responsibility to pay all income taxes, as the City of Davis does not withhold State or Federal Income Tax, but does report earnings to the IRS through Form 1099. All Independent Contract Instructors will be required to complete a W-9 form.

INSURANCE & WORKER'S COMPENSATION REQUIREMENTS

The City of Davis is a member of a self-insured insurance pool through the Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA). YCPARMIA is the insurance company for the City of Davis, not individuals or businesses with whom the City contracts. Therefore, the City's insurance will not defend or pay out on claims brought against an

Independent Contract Instructor. Therefore, if a liability claim were to occur against you and the City of Davis, you could be responsible for defending yourself, and potentially paying a claim brought against you.

It is also important you understand the Independent Contract Instructor Agreement with the City does not equal employment. You will be under contract as an Instructor, and are not entitled to the wages and benefits associated with full or part-time employment with the City of Davis. While an Independent Contract Instructor may seek employment with the City, your status as an Independent Contract Instructor does not give you any "special consideration" prior to, during or after the recruitment process.

Independent Contract Instructors are required to provide and keep in force a Certificate of Liability Insurance. The City of Davis requires Comprehensive General Liability Insurance, including owned and non-owned and with a minimum combined single limit in the amount of one million dollars (\$1,000,000) per occurrence for bodily or personal injury to, illness of, or death of persons, and damage to property. All such Liability Insurance shall name the City, its officers and its employees as an additional insured.

If the Independent Contract Instructor has employees, the Independent Contract Instructor is also required to provide the City with verification of Worker's Compensation Insurance, as required by California Labor Code 3700 et seq.

MONITORING PERFORMANCE OF INDEPENDENT CONTRACT INSTRUCTORS

Davis Parks & Community Services staff may periodically review reports and records of the Independent Contract Instructors. Independent Contract Instructors may be required to supply noteworthy events or problems, work accomplished, and important future work or activities. This information is often distributed as part of City newsletters, quarterly performance reports, etc.

Inspection: Davis Parks & Community Services staff will periodically inspect the work of Independent Contract Instructors. The inspection can be completed with or without the Independent Contract Instructor's knowledge and can be completed by internal staff, other professionals, or volunteers.

Review of Complaints: A second monitoring approach is to review complaints or comments received regarding the performance of Independent Contract Instructors. Davis Parks & Community Services staff will be vigilant in seeking out or addressing complaints or dissatisfied customers.

Review of End-User Satisfaction: A final monitoring technique is a user's or citizens' survey, which this division reserves the right to conduct. This may take the form of a printed survey handed to the participants and collected afterwards or returned via mail; electronically (via Internet, email or telephone); or face-to-face dialogue with a staff person. Users of the services are usually most knowledgeable of their own level of satisfaction with services and what can be done to improve the quality of operations.

City Policy and Procedures

AMERICANS WITH DISABILITIES ACT (ADA)

The ADA is federal legislation, which guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, local and state government services and telecommunications.

It is the policy of the City of Davis Parks & Community Services to fully comply with the provisions of the ADA, and to make reasonable accommodations to individuals with vision or hearing impairments or other disabilities so they can have an equal opportunity to participate, unless an undue burden would result. Physical barriers must be removed if removal is readily achievable (i.e. easily accomplished and able to be carried out without much difficulty or expense). If not, alternative methods of providing the services must be offered. Public accommodations may not discriminate against an individual or entity because of the known disability of an individual with whom the public entity or its representatives is known to have a relationship or association.

Participants requiring accommodations are requested to notify the Inclusive Recreation Coordinator four (3) weeks prior to the start of a class in order to discuss individual needs. The City will make all reasonable modifications to policies and procedures to ensure people with disabilities have an equal opportunity to access all City programs, services and activities. The City will not impose unnecessary eligibility standards or rules denying individuals with disabilities the opportunity to participate in services, programs and activities.

CLASS CHANGES & CANCELLATION POLICY

It is important classes and activities start and end as advertised. Parks & Community Services staff will alert students to changes in dates or class times by including class dates, holidays and planned absences in the promotional materials when known. However, if changes occur after the seasonal recreation activity guide is published, Independent Contract Instructors are also expected to remind students of deviations from the regular program format with reminder signs and verbal announcements at the beginning and end of the activity the week prior to the expected change or as soon as possible.

Occasionally a class must be cancelled due to insufficient enrollment. The Independent Contract Instructor will be informed of the cancellation no later than two (2) full working days prior to the scheduled start of the program or earlier if at all possible. Every attempt is made to give potential students an ample amount of time to enroll in the class, as well as, anticipate the inevitable students who sign up the day of the class. If an activity is cancelled by the City, the City will issue refunds or household credits to registrants.

In the event a class needs to be cancelled on the part of the Independent Contract Instructor, the Independent Contract Instructor must contact Parks & Community Services staff, with whom you coordinate your class offerings, as soon as possible. Parks & Community Services staff will be responsible for contacting the registrants regarding the class cancellation, rescheduling, transfers, or refunds.

CLASS REFUND & TRANSFER POLICIES

All cancellation and transfer requests by customers must be submitted via e-mail to registration@cityofdavis.org or in person at the Parks & Community Services office, located at 23 Russell Boulevard, Davis.

Per the City of Davis Refund Policy (subject to change), customers will receive the following:

- 95% refund if a refund is requested 13 or more business days prior to the start of the activity
- 75% refund if a refund is requested 7–12 business days prior to the start of the activity
- 50% refund if a refund is requested 2–6 business days prior to the start of the activity (If a class begins on a Monday, the refund request must be received by Thursday before the class starts)
- No refund or credits will be given for refund requests received less than one full business day prior to the class starting date.

Customers who wish to transfer from one program to another, that has openings, may do so up to 7 business days in advance of the activity starting without a fee. Transfers must be for the same participant. Transfers requested 1–6 business days prior to the start of the class will be charged 25% of the total cost of the class, including non–resident fees. Programs you wish to transfer into must be held within the same seasonal recreation activity schedule.

CLASS WAITING LISTS

Once a class is full, the registration staff will begin a waiting list. The participant's name will only be added to the waiting list if the registration staff cannot place the individual in their second program choice. Participants cannot be on a waiting list and enrolled in a class of the same type for the same period of time. Any participant already enrolled is removed from wait lists for the same time period.

COMMUNICATIONS/INTERACTIONS WITH PARTICIPANTS AND GUARDIANS

Davis Parks & Community Services staff values community input, even when it may contain comments that demonstrate a need for continued improvement. Any citizen/customer contact received by an Independent Contract Instructor concerning the contracted services must be addressed by the Independent Contract Instructor, and Parks & Community Services staff should be notified of the nature of the concern. This will ensure we are providing the best possible services to the community as well as aiding us in pinpointing services that need improvement.

The Independent Contract Instructor must not have unobserved contact with individual class participants at any time. Parents and/or caregivers should be invited and encouraged to visit program sites at any time and do not need to ask permission to do so.

The Independent Contract Instructor is also prohibited to use any participant information, rosters, mailing lists, etc. for any purposes other than authorized City use.

COMMUNICATIONS WITH STAFF

It is important to maintain a clear line of communication between the City and the Independent Contract Instructor. As an Independent Contract Instructor, if you have any questions, concerns, or issues regarding your activity, your first point of contact is the Program Coordinator or Supervisor with whom you coordinate your class offerings.

A lot happens throughout the year, so we encourage Independent Contract Instructors to stay connected with Parks & Community Services staff through the use of email or telephone. Parks & Community Services staff will periodically send out emails pertaining to your instructor payments, enrollment information, class rosters, and other important news pertaining to your activity.

DISCRIMINATION AND HARASSMENT

The City of Davis has a strong, zero tolerance policy against any form or type of discrimination and harassment by, among, or to its representatives. Discrimination and harassment can be defined as any behavior that is disrespectful and causes discomfort to another person, be it physical, verbal, visual, or sexual. Independent Contract Instructors and their assistants are responsible for their own actions/conduct and that of the class participants, and must never engage in discrimination and harassment because of an individual's protected classification.

FAIR SHARE POLICY/NON RESIDENT FEES

City of Davis residents make a significant contribution to the ongoing financing and operations of the City of Davis Parks & Community Services through annual property and income tax payments and other assessments. The Fair Share policy is intended to apportion to non-residents an equalized fee, so they contribute to the overall financing of the City of Davis Parks & Community Services on an equitable basis with residents. It is hoped this policy will not only give equal treatment, but also a better understanding of fees and overall financing to both residents and non-residents.

A non-resident fee will be charged for all youth living outside the Davis Joint Unified School District boundaries and all adults living outside the Davis city limits. Generally, the non-resident fee is 10%, but some activities may have a lower fee based upon the nature of the activity.

GIFT CERTIFICATES AVAILABLE

Gift certificates are available for purchase and may be used toward any recreation program, facility, field or picnic area rental offered through Davis Parks & Community Services. Gift Certificates can be given anytime for every occasion in any denomination. Some restrictions may apply. For more information on how to purchase gift certificates, participants may visit the Parks & Community Services main registration office City Hall, 23 Russell Blvd. or by calling (530) 757-5626.

INSTRUCTOR PAYMENT POLICY & PROCEDURES

Effective January 1, 2014, a standard of 60/40 percent of the registration received (excluding non-resident and administrative fees) will be applied to compensate all new Independent Contract Instructors utilizing City facilities as a location for their scheduled activities. A standard split of 65/35 percent of the registration received (excluding non-resident and administrative fees) will be applied to all new Independent Contract Instructors who do not utilize City facilities as their activity location. Fees for materials and supplies are considered separate class fees that are payable directly to the Independent Contract Instructor, and are not calculated into the percentage split calculations unless otherwise arranged with Parks & Community Services staff. Independent Contract Instructors may opt to direct participants to an appropriate source for class materials (i.e. Michaels or other supplier), or build the cost of supplies into the class fee.

Depending on the duration of the class, Independent Contract Instructor payments will be issued within 30 days of completing an activity, or approximately every 15 days for reoccurring activities. If class payment is not received within two to three (2-3) weeks after the class has ended, please contact the Program Coordinator or Supervisor, with whom you coordinate your class offerings, to check on the status of your payment. Independent Contract Instructors cannot be paid for any participant that does not appear as being paid in full on the master copy of the activity roster, regardless of whether or not they have observed or attended the class. All students must be paid in full for the activity prior to the second class meeting. It is the responsibility of the Independent Contract Instructor to ensure all participants are fully registered, and have a Liability Waiver on file at the main registration office.

Please notify the Program Coordinator or Supervisor, with whom you coordinate your class offerings, if you have any changes to your personal or organization's contact information submitted with the original Contract Class/Instructor Proposal form as soon as possible to avoid any unnecessary delays in your instructor payments.

QUALITY ASSURANCE

It is the City's goal to provide our customers with high quality recreation programs, events, and activities. On occasion, a customer may find that the experience did not meet their expectations. If they have attended the first day of the program or activity and are not completely satisfied, they can submit a Quality Assurance request form no later than 24 hours after the first class meeting. Once received and verified they can transfer to another program, receive a full credit to their household account or be refunded via the means of payment. Contract Instructors will not be compensated for any "Quality Assurance/Satisfaction Guaranteed" refunds.

MANDATED REPORTING

Independent Contract Instructors and their assistants are considered Mandated Reporters under the "California Child Abuse and Neglect Reporting Law". This means if the Independent Contract Instructor or their assistant "has knowledge of or observes a child whom he or she suspects has been the victim of child abuse or neglect..." a report must be filed with Child Protective Services or the Davis Police Department immediately. Types of reportable situations may include, but are not limited to, any type of possibly physical injury, suspected sexual abuse

or exploitation, willful cruelty or unjustified punishment, unlawful corporal punishment, neglect (severe or general), or abuse in an Out-of-Home Care (e.g. daycare).

Independent Contract Instructors and their assistants are also considered Mandated Reporters under the “Elder Abuse and Dependent Adult Civil Protection Act”. This means if the Independent Contract Instructor or their assistant “has knowledge, or reasonably suspects, that types of elder or dependent adult abuse have been inflicted upon an elder or dependent adult, or his or her emotional well-being is endangered in any other way...”, a report must be filed with Adult Protective Services or the Davis Police Department immediately. Types of reportable situations may include, but are not limited to, any type of possible physical abuse, neglect, financial abuse, abandonment, isolation, abduction, or other treatment, resulting in physical harm or mental suffering. The deprivation by a care custodian of goods or services that are necessary to avoid physical harm or mental is also considered a reportable offense.

PHOTO DISCLAIMER

The City of Davis may from time to time photograph or videotape program participants and recreational users of city facilities, and uses these photographs or videotapes in its promotional materials. Unless informed otherwise at the time a participant registers for an activity, Parks & Community Services staff will presume consent to be photographed or videotaped has been given by facility and program users.

As part of the Independent Contract Instructor Agreement, the Independent Contract Instructor grants full permission to the City for use of his or her name and photographs, videos, motion picture or recordings for any publicity and promotion purposes without obligation or liability to the Independent Contract Instructor.

PROFESSIONAL CONDUCT

Although Independent Contract Instructors are not City employees, they do represent the City and as such must conduct themselves in a professional manner; this includes dressing and speaking professionally, and supporting the City of Davis’ policies, procedures and decisions. Independent Contract Instructors are to maintain a professional relationship with participants and parents or guardians of minor participants at all times.

PROGRAM BEHAVIOR POLICIES

It is the goal of the Parks & Community Services staff to provide safe, positive and fun experiences for all participants in our programs. In order to achieve this goal, the following program policies must be adhered to:

- Participants and instructors must be respectful of the feelings and properties of others
- Participants shall not interfere with the learning of other participants
- Participants shall follow instructions and rules as stated by their instructor
- Participants shall not verbally or physically harm another person or property
- Participants and instructors shall use appropriate language

Consequences for misbehavior are usually progressive and reflect the severity of the unacceptable behavior. Listed below is a progression of discipline, however, one should note

the discipline may not be sequential and one severe act could lead to dismissal from City programs and activities.

- Warning
- Time Out
- Telephone call to parent/guardian
- Removal of the participant for the day or temporary suspension from the program
- Dismissal from the program or activity

No refunds will be given if a participant is dismissed from a program as a result of misbehavior.

REGISTRATION PROCESS AND LIABILITY WAIVERS

The City of Davis shall be responsible for and have complete control over the registration of participants. To assist customers and Independent Contract Instructors, Parks & Community Services staff is available during regular business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., including the lunch hour) to process activity registration. Under no circumstances is an Independent Contract Instructor to accept activity payments, registration or liability forms. If a participant shows up to an activity but is not enrolled, the individual is only authorized to observe the class/activity.

To better serve the community, the following methods of registration are available: 1) online, 2) by mail or fax, 3) by telephone, or 4) in person at the Parks & Community Services main office. Unless otherwise arranged in advance with Parks & Community Services staff, participants must pay the full fee at the time of registration.

In addition to paying the class registration fee, all participants must sign a liability waiver at the time of registration before engaging in an activity. Our liability waivers have been designed by the City Attorney to have force in litigation cases, and cannot be modified. Independent Contract Instructors may not allow students to participate in an activity until you know they are registered and have a signed liability waiver on file at the Parks & Community Services main registration office. Please direct these individuals back to the main registration office, where Parks & Community Services staff will help them fill out the required forms in a timely manner.

RELEASING MINORS AND PARTICIPANTS WITH SPECIAL NEEDS

At the end of the activity, the Independent Contract Instructor must not release minor children and/or participants with special needs to anyone other than the authorized parent, or guardian (for special needs, the person may be released to his/her attendant). Never release a child or individual with special needs to someone who is unknown or of whom the participant expresses fear or uncertainty. The Independent Contract Instructor must stay until all participants have left the facility.

If a minor participant has not been picked up from an activity at its conclusion, it is the Independent Contract Instructor's responsibility to call any phone numbers listed on the class roster to attempt to reach a responsible adult for pick-up. If, after 30 minutes, no parent/guardian has arrived and you have not been able to reach anybody by telephone, you are to call the Davis Police Department for assistance (530-747-5400). After contacting the

Davis Police Department, notify your Program Coordinator or Supervisor with whom you coordinate your class offerings.

SAFETY OF PARTICIPANTS

Prevention is our first goal. Most accidents/incidents can be prevented by practicing sound safety rules and procedures and by consistent monitoring on the part of the Independent Contract Instructor. The Independent Contract Instructor's primary responsibility is to ensure the safety of participants involved with the activity. The Independent Contract Instructor should visually inspect the program areas and facilities in which they are working in. If any aspect of the area appears unsafe, it is the responsibility of the Independent Contract Instructor to notify the Program Coordinator or Supervisor, with whom you coordinate your class offerings, and take actions that will ensure participant safety.

Despite everyone's attention to safety, sometimes participants do get hurt, or incidents happen. When these situations occur, it is essential you complete an Accident or Incident Report Form (see Attachments A and B - pages 24 and 25). These forms provide the necessary information for additional follow-up if necessary, and documentation in the event of litigation. All Accident/Incident Report forms must be turned into the Program Coordinator or Supervisor with whom you coordinate your class offerings within 24 hours of occurrence.

It is also the Independent Contract Instructor's responsibility to know where the first aid kit is located for all facilities in which they provide services. We also encourage Independent Contract Instructors to purchase their own first aid kits and bring them to all classes. For minor first aid (band-aids, etc.) the first aid kit will suffice, and you must fill out an Accident Report form even if you handed out a band-aid. Independent Contract Instructors are not authorized to administer any medications to class participants.

For serious accidents, DO NOT MOVE the injured participant, and call 911. If a minor is involved, notify the parent/guardian immediately. For all accidents, notify the Program Coordinator or Supervisor immediately and submit the Accident Report form within 24 hours of occurrence.

The Independent Contract Instructor is also responsible for ensuring the class responds appropriately to fire alarms, smoke detectors and other emergencies.

QUALITY ASSURANCE/SATISFACTION GUARANTEE

If a participant attends the entire first class and is not fully satisfied, the participant may go to the Parks & Community Services office (no later than 24 hours after the first class) to complete a Quality Assurance/Satisfaction Guarantee Form, and a full refund or credit will be administered upon approval of a Program Coordinator or Supervisor. No refunds will be issued to those participants who do not attend the first day of a class or activity. The Quality Assurance/Satisfaction Guarantee policy does not apply to excursions (i.e. Trekkers, Teen Excursions, Alternative Recreation), Adult Sport leagues, one-day specialty events or programs, facility rentals, and daily or seasonal swim and fitness passes.

SCHOLARSHIP PROGRAMS

Residents of all ages who reside within the Davis Joint Unified School District boundaries are eligible to apply for funds to subsidize City recreation program fees. Eligibility depends on income and family size. Applications are available at the Parks & Community Services office, located at 23 Russell Boulevard, or on the City's web site at www.cityofdavis.org

Applicants must provide information requested to verify family size and income. Qualified applicants will be notified of the dollar amount they are being awarded. This dollar amount can be used to pay up to 50% of the class or program registration fees. Staff anticipates that only those individuals with the lowest incomes will be eligible due to the amount of funding available. If you have any questions, please contact the Parks & Community Services registration office at (530) 757-5626.

Specifically for older adults, the Dianne Hinsz Memorial Scholarship program is also available to assist with costs associated with participating in fee-based classes held at the Davis Senior Center. Participants may contact the Senior Center registration office at 530-757-5696 for more information and eligibility criteria.

TERMINATION OF INSTRUCTOR INDEPENDENT CONTRACT INSTRUCTOR AGREEMENT

The City of Davis may terminate an Independent Contract Instructor Agreement immediately upon any breach of performance specified in the Independent Contract Instructor Agreement by the Independent Contract Instructor or his/her assistants or any violation of State, Federal or local law. Either party may terminate the Independent Contract Instructor Agreement cause, upon twenty (20) days written notice to the other party for any reason, including but not limited to, insufficient enrollment, unavailability of facilities, or the safety and security of participants or City property are compromised.

The City of Davis reserves the right not to renew an Independent Contract Instructor's Agreement for any reason. Grounds for immediate termination of the Independent Contract Instructor Agreement may include, but are not limited to: verbal and/or physical abuse, actions which may cause injury to another, and/or being under the influence of drugs or alcohol while teaching.

The City of Davis shall also not be liable for compensation of the Independent Contract Instructor for the remainder of the Independent Contract Instructor Agreement should it be cancelled. If an Independent Contract Instructor fails to complete a session, as identified in the Independent Contract Instructor Agreement, the Independent Contract Instructor shall not be compensated for any part of the terminated session. If the City terminates the Independent Contract Instructor Agreement during the session, the Independent Contract Instructor's payment for services provided will be on a prorated basis.

Managing the Logistics of Your Class

After an Independent Contract Instructor Agreement is signed, which typically covers a one year period, Independent Contract Instructors will receive an Addendum to the Independent Contract Instructor Agreement for each subsequent season that is specific to the classes you will be running. Independent Contract Instructors should carefully review their Independent Contract Instructor Agreement and any future Addendums to prevent any misunderstandings and to ensure you are fully knowledgeable about the City's expectations and standards for Independent Contract Instructors.

As an Independent Contract Instructor, your job centers on meeting human development needs by fostering a sense of place and purpose in how others engage in activities. Therefore, the service you provide must be courteous, efficient, timely, and accurate, but most of all, it should focus on the value of developmental outcomes while honoring the unique differences people bring to recreating.

ADVERTISING & PROMOTION

The majority of the class offerings are listed in our tri-annual Recreation Activity Guide, which is distributed through many of the elementary schools, available online, in the Parks & Community Services registration office, other City facilities, and several other locations in the downtown area. Information is also periodically published in the local newspapers, our web site, Facebook, Twitter, as well as flyers produced by Parks & Community Services staff. Any advertising produced by an Independent Contract Instructor must be presented as a sponsored program of City of Davis Parks & Community Services. Independent Contract Instructors are encouraged to promote their activities through social media networks as well.

Independent Contract Instructors are responsible for any additional promotions for their activities beyond which the City provides. All promotions must be approved by Davis Parks & Community Services staff prior to public distribution.

CLASS ORIENTATION

Independent Contract Instructors are encouraged during their first class meeting to outline for the participants exactly what they can expect from the activity or class. This information may include class rules, clean-up responsibilities, etc. By providing this information upfront with participants, it will hopefully decrease the likelihood of any unsatisfied customers who may have had a different perspective on the class or activity. Independent Contract Instructors are also encouraged to "open the floor" for participant input – sometimes this simple way of soliciting valuable insights into the needs and desires of your participants can increase your effectiveness as an instructor.

FACILITY ACCESS

If you are conducting an activity at a City facility, you may be issued a key to the facility, an access code, and/or an alarm code depending on the facility and the date/time of your scheduled activity. Independent Contract Instructors will be required to complete a Key Check Out form provided by Parks & Community Services staff, along with submitting a \$25

refundable deposit. Ongoing Independent Contract Instructors may retain their keys and access codes as long as they are teaching during the season. If the Independent Contract Instructor skips a season and/or will no longer be teaching for the City, all keys and access codes must be returned within ten (10) days of the last day of work. Keys CANNOT be duplicated for any reason. The Independent Contract Instructor is responsible for any lost or stolen keys, and any potential expenses incurred by the City for replacement locks. Lost or stolen keys must be reported to the Program Coordinator or Supervisor within the first 24 hours of the occurrence. A \$50 charge may be imposed for each key lost or stolen and may be deducted from the Independent Contract Instructor's next class payment.

MANAGEMENT OF FACILITIES/STORAGE OF EQUIPMENT

Parks & Community Services staff will ensure all facilities are clean and ready for general use. The Independent Contract Instructor should be the first person to arrive, in order to ensure appropriate class set-up, and the last person to leave. Specific set-up of tables and chairs is the responsibility of the Independent Contract Instructor. The Independent Contract Instructor is responsible for equipment and all other facility amenities when in use. At the end of the class, equipment must be placed in designated storage areas. Before exiting the facility, the Independent Contract Instructor must ensure all doors are locked securely, alarms set, and all lights and air conditioning are turned off. If other occupants are still in the facility, as a courtesy, we ask others be notified of your departure.

If you discover any abnormalities, problems, or repairs needed at a site, please report it to the Program Coordinator or Supervisor with whom you coordinate your class offerings. If an area requires immediate attention due to a safety hazard, contact staff immediately. The City will take care of any "emergency" conditions and will do its best to handle other repairs or problems as soon as possible depending on City resources and the extent of the repair/problem.

The City of Davis is not responsible for lost or stolen items.

PROGRAM EVALUATIONS

Periodically evaluations of classes and instructors are conducted to guide offerings and enable instructors to improve the content. The Parks & Community Services staff will usually consult with the Independent Contract Instructor prior to an evaluation. Independent Contract Instructor input is welcomed on timing and focus of evaluations, and the questions included. Independent Contract Instructors are encouraged to read the completed evaluations, which are kept on file with the assigned Parks & Community Services staff person. We respect the privacy of our customers, and therefore names, telephone numbers and other personal information that would identify the respondent are not included.

If you would like to have an evaluation of your class, please contact the Program Coordinator or Supervisor with whom you coordinate your class offerings, to develop or adapt an evaluation form to respond to the objectives of the proposed evaluation.

PROGRAM ROSTERS AND CLASS PARTICIPATION

A list of all class participants is available to all Independent Contract Instructors prior to the start of each activity. It is the responsibility of the Independent Contract Instructor to verify the accuracy of their class rosters.

If your class has not reached maximum enrollment, please discuss options for increased publicity with your assigned staff person. Efforts can be made to send out additional press releases, however, this requires lead-time to ensure the publicity is provided before the class starts. It is important to keep the participant information on this roster up-to-date and confidential. Please take attendance at each class meeting using the class roster. Roster attendance sheets must be turned into the Parks & Community Services staff after each session.

Please note class rosters can change up to the first week of class unless a specified registration deadline has been set. It is the responsibility of the Independent Contract Instructor to call and verify those who attend the class, but do not appear on the roster, are properly registered and have a signed Liability Waiver on file.

PROGRAM VISITORS

There are times when the Independent Contract Instructor or the City receives requests from potential customers who would like to know more about a specific program. Depending on the nature of the activity, the Independent Contract Instructor may authorize a visitation so the customer can see how they like the class prior to actually registering. This practice has resulted in fewer refunds or transfers, and usually results in additional class registrations. There is no obligation or charge to the customer for the visitation, and only one visitation is allowed per customer per class. There are also times when participant siblings wish to observe and/or participate in the activity. All siblings must be registered in advance based upon the pre-requisites of the activity – no exceptions.

Program visitors are only allowed to observe the class or activity, and are not permitted to actively engage or interact with any children in the activity without registering. Parents and/or caregivers should be invited and encouraged to visit the programs at any time on a drop-in basis and do not need to ask permission to do so. Caregivers, or individuals providing direct personal support to the paid participant in the activity, are not required to register for the class, as long as the support person's primary role is to provide care to the paid participant.

PROOFING OF SEASONAL RECREATION ACTIVITY GUIDE

Sometimes data entry errors happen when it comes to producing the seasonal recreation activity guide. Other areas that end in misinformation occur at the time the Contract Class/Instructor Proposal is completed. We all feel the disappointment, regardless of the circumstance, when an activity is incorrectly advertised or simply includes incorrect information.

To help minimize these types of mistakes, Parks & Community Services staff draws upon the critical eyes of Independent Contract Instructors to proof information contained in the brochure

prior to its going to print. Major changes will not be permitted at the proofing level, rather it's a time intended to recheck dates, text, registration deadlines, fees and locations.

Please adjust your schedule to accommodate a review of your brochure information according to the tentative schedule. Once brochure-proofing dates have passed, staff cannot guarantee any changes can be made beyond this point; however, please do not hesitate to contact staff regarding questions or concerns.

Standard Forms

ATTACHMENT A - ACCIDENT REPORT FORM (PINK)

Any time a participant is injured during your class or activity, an Accident Report form must be completed within 24 hours of the occurrence. We encourage Independent Contract Instructors to complete the Accident Report form as soon as possible, while the details of the accident are still fresh in your mind. It is important to provide only factual and observable information related to the accident, and try to avoid speculative, sensationalized comments or any admission of negligence. If the injury is of a serious nature (requiring 911-EMS), and/or is anticipated to require hospitalization, Parks & Community Services staff must be notified immediately of the accident.

ATTACHMENT B – INCIDENT REPORT FORM (GREEN)

Any time a participant and/or bystander is involved in anything out of the ordinary, typically involving a fight, argument, or any other situation where the safety of the participants or the program is brought into question, an Incident Report form must be completed within 24 hours of the incident occurring. We encourage Independent Contract Instructors to complete the Incident Report form as soon as possible, while the details of the incident are still fresh in your mind. We also encourage Independent Contract Instructors to collect contact information for any potential witnesses of the incident. We often use these reports to document undesired behavior in a participant and the steps taken to redirect the behavior. It is important to provide only factual and observable information related to the incident, and try to avoid speculative, sensationalized comments or any admission of negligence. If the Incident required calling 911-EMS, Parks & Community Services staff must be notified immediately of the Incident.

ATTACHMENT C – CONTRACT CLASS/INSTRUCTOR PROPOSAL FORM

This form must be fully completed in order to have a Contract Class considered by the City of Davis Parks & Community Services. Contract Class/Instructor Proposals must be completed by the highlighted dates listed below to be considered for a specific season.

Season	Proposed Class Dates	Deadline to Submit Class Proposals	Anticipated Public Distribution Date
Fall	September 1 – December 31	April 1	August
Winter/Spring	January 1 – May 31	July 1	November
Summer	June 1 – August 31	November 1	March

ATTACHMENT D – INDEPENDENT CONTRACT INSTRUCTOR CHECKLIST

This is a checklist to be used by potential Independent Contract Instructors in compiling all the required information for the City to consider as part of Contract Class/Instructor Proposal Form.

ATTACHMENT E – INDEPENDENT CONTRACT INSTRUCTOR AGREEMENT

This is a sample of the City of Davis' Independent Contract Instructor Agreement. This Agreement has been reviewed and approved by the City of Davis City Attorney and Risk Management and cannot be modified in any way.

ATTACHMENT F – CLASS EVALUATION FORM

This is a sample Class Evaluation form which may be used in hard copy or as an online format to evaluate the performance of an Independent Contract Instructor and their activities. The evaluation solicits feedback from participants about the class content, the methods of learning, and its associated program outcomes.

ATTACHMENT G – LIABILITY WAIVER FORM

This is a sample of the City of Davis' Liability Waiver Form. This form is effective for a pre-specified period and must be renewed on an annual basis.

ATTACHMENT H – REGISTRATION FORM

This is a sample of the City of Davis' Activity Registration Form. This form is effective for a pre-specified period, and is typically submitted when a person registers for a seasonal activity.

ATTACHMENT I – QUALITY ASSURANCE FORM

This is a sample of the City of Davis' Quality Assurance/Satisfaction Guarantee Form. This form is effective for a specific activity and must be completed no later than 24 hours after the first class meeting has occurred.

ATTACHMENT J – INDEPENDENT CONTRACT INSTRUCTOR'S ACKNOWLEDGMENT

This form is an acknowledgement by the Independent Contract Instructor that you have received a copy of the Independent Contract Instructor Handbook, and you have reviewed its content as part of the Independent Contract Instructor Agreement. It further acknowledges the Independent Contract Instructor should use this handbook as future reference in teaching activities for the City of Davis Parks & Community Services.