



# 2024 CONTRACT INSTRUCTOR HANDBOOK

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### **WELCOME**

The City of Santa Clarita is pleased to have you as an Independent Contract Instructor!

The information contained in this handbook is intended to serve as a resource for Independent Contract Instructors as you begin providing classes and activities for the Santa Clarita community.

We look forward to partnering with you and offering your class(es) to the community. Please contact Contract Class staff with any questions or concerns.

### **INTRODUCTION**

#### 2.1 CONTRACT CLASS PROGRAM

The City of Santa Clarita's Contract Class program is proud to partner with individuals and organizations to provide quality recreational services and programs to our community. Contract Instructors offer a variety of classes, workshops, and camps for all ages of the community to enjoy! Together, we create opportunities that make a positive impact on the community in which we live and work.

#### **2.2 CONTRACT INSTRUCTOR**

A "Contract Instructor" is an Independent Contract Instructor (Instructor) for the City, not an employee, who is interested in providing a service to the community in the form of a class, workshop, or camp.

#### 2.3 OUR MISSION

The goal of Contract Class is to develop and implement quality, value-based programs that encourage healthy lifestyles, that celebrate the community's diversity; and to provide quality recreation, social, and cultural activities for youth, adults, and families throughout the City of Santa Clarita.

#### **2.4 OUR COMMUNITY**

Santa Clarita is bold and confident in its role as a premier community for raising families and building businesses. The balance of quality living and quality growth is carefully maintained through long-term planning, fiscal responsibility, community involvement, respect for the environment, and strong support for business development. Santa Clarita's successes are evident in its residential neighborhoods, recreational attractions, and businesses.

#### As of 2023:

- Population: 228,673
- Housing Units: 77,887
- 36 parks and nearly 13,000 acres of preserved open space
- City Size: 71 square miles

## **CONTRACT INSTRUCTOR REQUIREMENTS**

#### **3.1 CONTRACT CLASS INSTRUCTOR AGREEMENT**

Instructor will be required to thoroughly review and sign a contract/Agreement. The contract is a standard form and cannot be altered or modified in any way. For a Sample Contract, see <u>Section 15.1</u>.

The City may terminate the Agreement immediately upon any breach of performance of the Agreement by the Instructor or his or her assistants or any violation of State, Federal or local law. The City may terminate the Agreement without cause upon three (3) days written notice to the Instructor. The Instructor may terminate the Agreement without cause upon thirty (30) days written notice to the City.

The City reserves the right not to renew an Instructor's contract for any reason. Grounds for immediate termination of a contract include, but are not limited to: verbal altercations and/or physical abuse, drug and/or alcohol use, notification of activity from the Department of Justice, violation of park and/or facility rules, improper and/or unprofessional conduct and/or representation of the City, and/or commercial use or enterprise in a City park, without permission. Nothing in the contract is intended nor shall be construed as creating any exclusive arrangement with the Instructor.

#### **3.2 FINGERPRINTING**

The Public Resources Code Section 5164 requires screening and fingerprinting (Live Scan) of any individual having supervisory or disciplinary authority over a minor. As such, the City requires that all Instructors and individuals who assist in the supervision of minors be required to comply with the law. Additionally, the City reserves the right to and will extend the Live Scan process to adult program instructors.

Instructors, and individuals assisting Instructors (Assistants), ages 18 and up, such as coinstructors, substitutes, aides, volunteers, etc. are required to complete a Live Scan. No individual shall be permitted to lead or assist with the class if the City has not received their clearance status. Assistants that are minors, ages 17 and under, are required to be Live Scanned **only** if they have supervisory or disciplinary authority over a minor. A minor who has not been Live Scanned must be accompanied by an authorized adult and working in tandem with them at all times.

The Live Scan must be completed through the City of Santa Clarita in order to receive an individual's clearance status from the Department of Justice (DOJ), as the DOJ does not allow transfer of information from one organization to another.

The Instructor is responsible for paying all fees related to the Live Scan. An appointment to be fingerprinted may be arranged by contacting Contract Class staff.

An Affirmation of Live Scan form disclosing any prospective individuals, with and without supervisory authority, that may assist the class at any time must be completed and submitted with the contract each session. For a Sample Affirmation of Live Scan form, see <u>Section 15.2</u>.

#### 3.3 W-9 FORM

The status of a Contract Instructor with the City is that of a Contract Instructor. Criteria established by the Federal Government determine the difference between a Contract Instructor and a paid hourly employee. Contract Instructors will <u>not</u> be eligible for social security, worker's compensation, or retirement benefits. Federal and State taxes will not be taken from Instructor's check. Under the United States Internal Revenue Code, the City will report your income to the IRS on a 1099 form at the end of the year if earning is more than \$600. By law it is the responsibility of the Contract Instructor to report earnings each year to the Internal Revenue Service.

#### **3.4 INSURANCE REQUIREMENTS**

Insurance [All insurance terms subject to review and approval of City's Purchasing Agent]

General Insurance Requirements:

Type of Insurance	Limits (combined single)
Commercial general liability:	\$1,000,000/\$2,000,000 aggregate
Workers compensation:	Statutory requirement (if applicable)

All insurance shall name City of Santa Clarita as an additional insured. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under the policy if not named as an additional insured, and an additional insured shall not be held liable for any premium or expense of any nature on the policy or any extension thereof solely because they are an additional insured thereon.

A Certificate of Insurance, and an additional insured endorsement (for general liability), evidencing insurance coverage with a company acceptable to the City's Purchasing Agent shall be submitted to City prior to execution of this Agreement on behalf of the City.

General Liability Insurance: Instructor agrees to procure and maintain general liability and property damage insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, and property damage, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly from any act or activities of Instructor, or any person acting for Instructor or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from acts or activities of Instructor, or any person acting for Instructor, or under its control or direction. General liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. Such general liability and property damage insurance shall also provide for and protect City against incurring any legal cost in defending claims for alleged loss. Such general liability and property damage insurance shall be maintained in the following minimum limits: A combined single-limit policy with coverage limits in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, will be considered equivalent to the required minimum limits. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.

<u>Worker's Compensation Insurance</u>: Instructor shall procure and maintain worker's compensation insurance in the amount as will fully comply with the laws of the State of California and shall indemnify, insure, and provide legal defense for both Instructor and City against any loss, claim, or damage arising from injuries or occupational diseases happening to any worker employed by Instructor in the course of carrying out this Agreement. The insurer(s) agree to waive all rights of subrogation against City, its elected or appointed officers, officials, agents, volunteers, and employees for which losses paid under the terms of the workers compensation policy which arise from work performed by Instructor for City. *However, if Instructor does not have employees, he/she may be exempt from the Labor Code and must sign an affirmation of such.* 

All required insurance must be in effect prior to awarding this Agreement, and it or a successor policy must be in effect for the duration of this Agreement. Maintenance of proper insurance coverage is a material requirement of this Agreement, and the failure to maintain and renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract. If Instructor, at any time during the term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, City shall be permitted to obtain such

insurance in Instructor's name at Instructor's sole cost and expense, or may terminate this Agreement for material breach.

Without limiting any other Instructor obligation regarding insurance, should Instructor's insurance required by this Agreement be cancelled at any point prior to expiration of the policy, Instructor must notify City within 24 hours of receipt of notice of cancellation. Furthermore, Instructor must obtain replacement coverage that meets all contractual requirements within 10 days of the prior insurer's issuance of notice of cancellation. Instructor must ensure that there is no lapse in coverage.

If the operation under this Agreement results in an increased or decreased risk in the opinion of the City's Purchasing Agent, then Instructor agrees that the minimum limits hereinabove designated shall be changed accordingly upon written request by the Purchasing Agent.

Instructor agrees that provisions of this Section as to maintenance of insurance shall not be construed as limiting in any way the extent to which Instructor may be held responsible for the payment of damages to persons or property resulting from Instructor's activities, the activities of his/her employees or volunteers, or the activities of any person or persons for which Instructor is otherwise responsible.

Waiver of Subrogation: The Instructor agree to waive all rights of subrogation against CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of the workers compensation policy which arise from work performed by Instructor for City.

For a Sample Liability Certificate, see Section 15.3.

#### **3.5 CERTIFICATE OF OCCUPANCY PERMIT**

All Instructors that operate their own facilities are required to file a copy of their Certificate of Occupancy Permit with Contract Class staff. Written permission from the property owner, leasing agent, or School District must be submitted to Contract Class staff prior to offering the class, and must be renewed on an annual basis.

### FEES

#### **4.1 PROGRAM FEES**

Instructors must set the price for their class. Instructors should take into consideration the revenue split and other fees when setting their fees. Additionally, it is the Instructor's responsibility to know what the market can bear. City will collect all registration fees. Instructors will not collect payments or allow drop-in registration.

#### **4.2 PRORATION OF FEES**

The City allows proration of program fees when:

- A class cannot be made up per a cancellation during the session due to the next session starting, facility availability, or other related reasons as determined by the City
- At the City's discretion if a participant is unsatisfied with a class or if a participant has a medical related concern

In support of the City's effort to achieve customer satisfaction, at the sole discretion of the Recreation and Community Services Administrator, the City may issue a full or partial refund of the fee for Class in the event, including but not limited to, a customer is not satisfied with a program class or the Instructor, a participant is no longer able to attend the class due to medical, or any other reason as determined by the Recreation and Community Services Administrator. Instructor will not receive compensation for any amount of the refund issued.

#### **4.3 REVENUE SPLIT**

The City will pay the Instructor a percentage of gross revenues; therefore, the more participants enrolled without jeopardizing the quality of the class, the more revenue the Instructor will earn. The remaining portion of the revenue goes to the City for administrative cost, facility rental, and/or marketing.

The percentages for contract instruction classes are as follows:

- Classes held at City facilities: Instructor will receive 60% of the revenue
- Classes held at non-City facilities: Instructor will receive 70% of the revenue
- Tennis Classes held at City facilities: Instructor will receive 70% of the revenue

#### 4.4 MATERIAL FEE AND SUPPLY FEE

A "material fee" is an additional fee paid by the participant directly to the Instructor for materials needed to operate the class that can be taken home by the participants.

Whereas a "supply fee" is an additional fee paid by the participant directly to the Instructor for supplies needed to operate the class that are kept by the Instructor. Supply fees may or may not be included in the class fee.

Instructor is responsible for supplying all equipment and materials for class. Instructor may not solicit or promote products or services to participants. If a material/supply fee is to be paid by the participant, it is the responsibility of the Instructor to ensure that this is noted in the class publication and a list is provided to the City for approval.

Instructor is responsible for the collection of material/supply fees directly from participants. Material/supply fee transactions should take place at the first-class meeting. The City is not responsible for reimbursing an Instructor for any material/supply fee not paid by a participant. Material/supply fees not listed in the class publication cannot be collected. Instructor is responsible for ensuring participants receive materials as publicized and must be distributed on-time and no later than the final class meeting (such as art supplies, jerseys, etc.).

## **POLICIES AND PROCEDURES**

#### **5.1 ENROLLMENT**

Class enrollment numbers not reaching the minimum enrollment as indicated on the Class publication and/or Class Submittal Form, or at least five (5) participants, *whichever is greater*, for two (2) sessions will no longer be offered and the agreement will be cancelled.

#### 5.2 REFUNDS

A full refund will be given when notice is received by the Recreation and Community Services Division at least five working days prior to the first scheduled class. Requests received by the Division after this deadline, but before the second scheduled class will be refunded and assessed a \$14 administrative fee. No refunds will be issued after the second scheduled class. Material fees are non-refundable.

For a one-day class, a full refund will be given when notice is received by the Recreation and Community Services Division at least five working days prior to the date of the one-day class. No refunds will be issued after this time.

Material fees are non-refundable.

In support of the City's effort to achieve customer satisfaction, at the sole discretion of the Recreation and Community Services Administrator, the City may refund the fee for the class in the event a customer is not satisfied with a program or the Instructor.

#### **5.3 CLASS CANCELLATIONS**

It is the City's goal to avoid cancellations whenever possible and make every effort to work with the Instructor to run classes at the absolute minimum required.

Instructor must notify the City of any schedule changes immediately. Instructor is responsible for notifying the City and participants of a cancelled class by email, phone, and/or in person. Instructor may arrange a make-up class with the City, and must be on the same day of week and time that class was originally scheduled. Class may be only extended by up to two (2) make-ups after the class' advertised scheduled end date if the session and facility availability allows. If a make-up class is not possible, a prorated refund will be issued to participants, and Instructor will not receive compensation for the cancelled class. The class start date may not be postponed unless there is an urgent matter at the discretion of the City. If class does not reach the agreed upon minimum enrollment, then the Instructor is to request the City to cancel class at least three (3) days prior to the class start date, and the City will notify participants of cancellation. A class may be cancelled at any time at the discretion of the City.

Inclement Weather: Inclement weather includes but is not limited to rain, wind, poor air quality, or extreme heat above 105 degrees. During times of inclement weather for classes held outdoors, it is the Instructor's responsibility to verify field conditions are playable by referring to the City's website at <u>www.santa-clarita.com/FieldConditions</u>.

If a field is closed, class must be cancelled due to potential risk of injury and to maintain the condition of the field. Instructor is to notify the City and participants no later than one (1) hour prior to the class start time. For tennis classes, the City will also update the class status on the City's website at <u>www.santa-clarita.com/Tennis</u>.

Instructor should assess field and court conditions at time of arrival, and notify the City if conditions do not appear playable and cancel class.

#### 5.4 AMERICANS WITH DISABILITIES ACT (ADA)/DISCRIMINATION

The City of Santa Clarita is dedicated to providing people with and without disabilities the opportunity to participate in City programs together.

The ADA is federal legislation that gives Civil Rights protection to individuals with disabilities, similar to those rights provided to individuals based on race, sex, national origin, and religion. It guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, local and state government services, and telecommunications.

Instructor agrees, assures and certifies that, except as permitted by law, no person shall, on their grounds of race, religious creed, color national origin, ancestry, age, physical disability,

medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition thereto, marital status, sex or sexual orientation, be excluded from participation in or be denied the benefits of the services provided.

The City of Santa Clarita is dedicated to providing people with and without disabilities the opportunity to participate in City programs together. Participants must first sign-up for a class, and then submit an Inclusion Support Request form requesting an accommodation at www.santa-clarita.com/InclusionSupport.

## **BEFORE A COURSE SESSION BEGINS**

#### **6.1 CLASS SUBMITTAL FORM**

A Class Submittal form is completed by Instructor to request for their already vetted class(es) to be considered for an upcoming session. Entirely new classes may not be included on the form; instead, Instructor will need to submit a Class Proposal form available on the Contract Class website. It is the Instructors responsibility to provide a completed Class Submittal form with class details to be included in the *Seasons* brochure each session by the assigned deadline. The deadline is approximately six-months prior to the session start date. If forms are not received by the assigned deadline, the class(es) will not be considered. Acceptance of a class is contingent upon completion of required documents. Class(es) will be evaluated *per season* and there is no guarantee Class(es) will be considered for a future season or Agreement. For a Sample Class Submittal form, see <u>Section 15.4</u>.

#### **6.2 OBSERVED HOLIDAYS**

The City observes the following holidays and classes may not be scheduled:

- New Year's Eve
- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day

#### **6.3 PARTICIPANT REGISTRATION**

- Columbus/Indigenous Peoples' Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

The City collects all registration fees online at www.santa-clarita.com/Seasons; or in person located at the Registration Office, Santa Clarita Sports Complex - 20880 Centre Pointe Parkway. Instructors may not collect registration payments or allow drop-in registration.

All participants need to register, pay, and sign waiver forms prior to participating in any class. Those who have not registered shall not be permitted to participate. Further, if a participant is not registered, they have not paid the fees therefore the Instructor will not be compensated. The City allows participants/patrons to register for and repeat a class with no set limit, and Instructor may not deny or prevent a participant/patron from registering through the City.

#### **6.4 CHECKING COURSE ENROLLMENT**

Once registration has started for a new course session, Instructors can view rosters through the Instructor Portal. It is the responsibility of the Instructor to contact Contract Class staff at least one week prior to the session starting to discuss the possibilities of cancellation, opening up more spaces to those on the waitlist if occupancy allows, or adding an additional class. An Instructor may also contact participants via the Instructor Portal with any necessary information pertaining to the class at this time. For Instructor Portal Login Instructions, see <u>Section 15.5</u>.

#### **6.5 WAITLIST**

If the maximum class size is reached, a waitlist will begin to form. If a participant drops, participants will be added from the waitlist in order until the second day of class. If there is a significant number of participants on the waitlist to justify adding another class to accommodate the waitlist, Contract Class staff will notify the Instructor to determine adding an additional class that session. An Instructor may also inquire about waitlist numbers with Contract Class staff.

### **DURING COURSE SESSIONS**

#### 7.1 ROSTERS

Rosters may be accessed through the Instructor Portal. It is the Instructors responsibility to guarantee that all participants in class have registered and signed a waiver before they participate. Instructor will only permit those to attend and participate in class that are on the class roster. At the end of the class, the Instructor may not release children to anyone other than the authorized parent/guardian, or to an individual authorized by the parent.

Rosters provide Instructors with contact information. Information on rosters must be kept confidential and not shared with the public. A participant's personal information may never be shared or may never be used for purposes unrelated to the specific class in which they are registered. Instructors are expected to bring rosters with them to each class, as they may change throughout the season especially the first week or two.

#### 7.2 ATTENDANCE

Instructors are expected to record participant attendance for their records each day the class meets. Instructors should know at all times how many participants are registered in their class, as well as how many participants are actually in attendance. Instructor must stay until all participants have left the facility.

#### 7.3 RELEASING OF MINORS

At the end of the class, an Instructor may not release children to anyone other than the authorized parent/guardian, or to an individual authorized by the parent. Instructors must stay until all participants have left the facility.

If an authorized individual does not pick up their child after 15 minutes of the scheduled class end time, Instructor is to contact Contract Class staff immediately.

#### 7.4 INSTRUCTOR ABSENCE

If an Instructor is unable to teach a class due to an emergency, contact should be made to Contract Class staff at the earliest possible notice during business hours before 5:00 p.m. by calling (661) 250-3715, or after-hours by calling (661) 505-3172.

In an urgent situation, cancellation of classes must be accompanied with the following steps by Instructor:

- 1. Contact the Contract Class staff to inform of cancellation
- 2. Phone calls made to ALL students to inform them of changes

3. Once determined, inform Contract Class staff of plans to either host a makeup class at end of session (if facility availability and schedule permits), otherwise a prorated refund will be issued

#### **7.5 PARTICIPANT ABSENCE**

Participants who miss a class are not allowed to make-up the missed class. Participants must attend the class they are registered for as scheduled and may not make-up at a separate time. Participants are only allowed to make-up classes that may have been cancelled by Contract Class staff or the Instructor.

#### **7.6 CUSTOMER SERVICE**

Instructor must conduct class in a professional, courteous, helpful, and supportive manner and will always represent the City in a positive manner. Instructor must adhere to and is responsible for ensuring participants in class adhere to, the City's Code of Conduct. For the Code of Conduct, see <u>Section 15.9</u>.

#### **7.7 SITE VISITS**

Contract Class staff will conduct a site-visit periodically to observe the class and take photos/video.

## AFTER THE SESSION CONCLUDES

#### **8.1 PARTICIPANT SURVEYS**

Contract Class staff may conduct an evaluation at the conclusion of the class. Results may be shared with the Instructor.

#### 8.2 KEYS

If the Instructor has been issued any keys, they must be returned to Contract Class staff on the final day of the session, unless a new session is beginning immediately after. Instructors are responsible for reporting any lost or stolen keys within 24 hours. A \$50 fee for each key lost or stolen will be due to the City or be deducted from Instructor's next compensation payment.

If the City determines the Instructor should be assigned keys/fobs to access a City facility, the Instructor will be held responsible for such keys/fobs. Instructor is responsible for reporting any lost or stolen keys/fobs within 24 hours to the City. A \$50 fee for each key/fob lost or stolen will be due to the City or be deducted from Instructor's next compensation payment.

#### **8.3 PAYMENT REQUESTS**

It is the responsibility of the Instructor to submit a completed and accurate Payment Request Form to Contract Class staff within thirty (30) days after the session has concluded.

Payment amount will be determined by the number of participants registered according to the roster. Once approved, payment requests will be forwarded to the City's Finance Division, and payment will be delivered approximately three to four weeks following submission. Instructors must file all payment requests with the City within 30 days after completion of service. Requests will not be accepted prior to the class concluding. For Payment Request Form Instructions, see <u>Section 15.6</u>.

### **INSTRUCTOR CHECKLIST**

**Class Approval:** 

□ Class Submittal form (due by assigned deadline)

Before Session:

- Contract
- □ W-9 (remains on file, only if there are changes)
- Direct Deposit form (remains on file, only if there are changes)
- □ Certificate of Occupancy Permit and/or Approval to Use letter (if not at a City facility, remains on file)
- □ Live Scan Appointments (one-time requirement per person unless notified otherwise)
- □ Affirmation of Live Scan form
- Insurance Certificate and Endorsements
- □ Get approval from Contract Class staff for additional marketing materials
- Monitor enrollment after registration start date and make any determinations at least 3 days prior to class start date

During Class:

- □ Roster (including parent/emergency contact information)
- □ Instructor Attendance Sheet
- □ Materials/Supplies
- City Contact List
- □ Keys

After Session Concludes:

- □ Submit Payment Request
- □ Return Keys (if not teaching in a session immediately after)

### FACILITY

#### **10.1 CLASSES AT A CITY FACILITY**

Class will be assigned to a City facility at the City's discretion based on facility availability and class logistics. Although the City tries as best as possible to accommodate an Instructor's preference, there is no guarantee that the location or schedule requested will be accommodated.

Instructor is responsible for set-up before class, as well as the breakdown and clean-up after class. No storage of materials or equipment is allowed. City is not responsible for any lost or stolen items. Any supplies, materials, or equipment found in the facility may not be used. Instructor may be held financially liable for any missing or damaged items in the facility or damage to the facility. The doors leading to the exterior must remain closed to prevent the air conditioning or heating units from continuously running.

Instructor is responsible for ensuring the facility is secure and the safety of participants during class, including checking all doors are locked before and after each class. A permit must be carried and available to show for outside City facilities. Instructors should never utilize rooms or facilities that have not been assigned to them without prior permission from the City, nor should they be accessed and/or utilized outside of scheduled times. Instructor may not transport any participant to or from class.

Instructor is responsible for verifying facility conditions are safe/playable, and must assess facility conditions before class and notify the City if conditions do not appear safe/playable and cancel class. At the City's discretion, the City may close a facility and/or cancel a class at any time due to maintenance repairs, facility conditions, inclement weather, polling, or any circumstance as determined by the City.

#### **10.2 CLASSES AT AN INSTRUCTOR'S FACLITY**

City is not responsible for any lost or stolen items. Instructor may not transport any participant to or from class. Instructor is responsible for verifying facility conditions are safe/playable, and must assess facility conditions before class and notify City if conditions do not appear safe/playable and cancel class.

During inclement weather for a class held outdoors, Instructor is to directly communicate with City due to potential facility closures. Inclement weather includes but is not limited to rain, wind, poor air quality, or extreme heat above 105 degrees.

At the City's discretion, the City may cancel class at any time if the facility poses a health or safety risk, or any circumstance as determined by City.

### SAFETY

#### **11.1 SAFETY EXPECTATIONS**

Instructors must provide for the safety of participants in their class. Instructors must use their best judgment at all times, and exercise all possible measures to prevent accidents, injuries, and/or damage to property. Instructors should encourage participants to think in terms of safety, taking the time to explain rules, procedures, and cautions.

Some important points to remember are:

- When leading youth participants, know exactly how many children are signed in to your class at all times; take head-counts regularly, and never leave a child alone at any time
- 2. Instructors, as well as the City, can be held liable for incidents/accidents to people or property damage resulting from negligence
- Communicate safety techniques for class activities and in the use of equipment for the class; be sure that any equipment or tools used for the class are age and skill appropriate
- 4. Check for safety of equipment and identify and minimize any safety hazards; keep work areas safe
- Instructor should adhere to California Government Code, and the City of Santa Clarita Municipal Code with great consideration to Title 14, Parks and other Public Places
- For a non-emergency, call the Santa Clarita Sherriff's Department at (661) 260-4000; for an emergency, call 9-1-1; Instructors are to follow the City's Incident/Accident Procedures (see Section 11.2)

#### **11.2 INCIDENT/ACCIDENT PROCEDURES**

Any incident or accident must be reported to Contract Class staff for proper attention. Instructors are responsible for maintaining direct communication with Contract Class staff regarding accidents and incidents, as well as completing the City's Contract Instructor Incident Report Form (see <u>Section 15.7</u>). Examples of reportable incidents/accidents include but are not limited to injuries, vandalism, theft, damage to City property, and altercations. Instructors are responsible for providing their own first aid supplies for the class. **Non-Emergency:** In the event of an incident/accident that does <u>not</u> warrant emergency or medical attention and regardless of how slight, the Instructor must still inform the parent/guardian (if the participant is a minor) and the Contract Class office at the end of class. Instructor must complete a Contract Instructor Incident Report Form and email it to the Contract Class office as soon as practicable.

**Head Injury:** If at any time a participant injures their head while in class, as a precaution, the Instructor must inform the parent/guardian (if the participant is a minor) and the Contract Class office immediately. If warranted, Instructors are to follow the emergency procedures outlined below. Instructor must complete a Contract Instructor Incident Report Form and email it to the Contract Class office as soon as practicable.

**Emergency:** In the event of a serious incident/accident requiring emergency attention or advanced Emergency Medical Services, the proper procedure is as follows:

- 1. Do not move the victim; keep victim warm and calm
- 2. Dial 9-1-1 (from a City phone in a City facility, dial 9-9-1-1)
- 3. State your name, that you're a Contract Instructor for the City of Santa Clarita, location, and nature of injury
- 4. Contact an authorized parent/guardian or emergency contact person indicated on roster
- 5. Notify Contract Class staff
- 6. Complete a Contract Instructor Incident Report Form and email it to the Contract Class office as soon as practicable
- 7. Keep discussion regarding incidents/accidents confidential and amongst only necessary parties involved

#### Contract Instructor Incident Report Form:

- Instructors are to utilize the most current version of the form which can be downloaded from the Contract Class website, and Instructor should have copies readily available during class
- During the incident, Instructor should pay attention to the time (ex. time incident occurred, time of EMS arrival, etc.), witnesses, and what occurred or was observed
- When filling out the form, Instructor should use only <u>objective</u> information regarding the incident that was discovered, observed, and/or measures taken (reports should not include any subjective information such as a diagnosis)
- Email completed report to the Contract Class office as soon as practicable

### **CITY GUIDELINES**

#### **12.1 COVID-19 GUIDELINES**

The City continues to follow best practices in place by the Los Angeles County Department of Public Health regarding COVID-19. Instructor must keep informed of, adhere to, and ensure the compliance of Public Health Orders in Class. Orders may be revised at any time. Instructor is responsible for providing any necessary Personal Protection Equipment (PPE) and disinfectant supplies for Class.

#### **12.2 VIRTUAL/ONLINE CLASS GUIDELINES**

Virtual/Online Class Guidelines have been established for Contract Class and Instructors in which Instructors must adhere to in order to offer services. Guidelines may be revised at any time. To receive the most up-to-date guidelines, please contact Contract Class staff.

## **PROMOTION OF CLASSES**

#### **13.1 ACTIVITY GUIDE AND CITY WEBSITE**

The City's activity guide, *Seasons*, is made available each quarter to over 77,000 households in Santa Clarita. Information included on the Class Submittal Form will be used to advertise classes in *Seasons*. The City reserves the right to make any changes to activity descriptions. Listed below is an outline of the typical months for each session, dates are not exact and subject to change:

Session	Dates	Class Publicized
Winter	January-March	October
Spring	March-June	February
Summer	June-August	April
Fall	September-December	July

#### **13.2 PROMOTIONAL MATERIAL**

Instructors are responsible for creating, printing, and distributing their own flyers or promotional content unless otherwise negotiated. All materials must be approved by the City, by emailing to Contract Class staff. Instructors may not use the City's logos (formal or informal) on any promotional content. Flyers may be considered to be made available at City facilities in which the class is held upon request. Please do not staple, tack, or tape flyers to poles around the City pursuant to the Santa Clarita Municipal Code. Signage placed in the City's public right-of-way (i.e. sidewalk, street, parkway, median, or alley) is not allowed. (SCMC 17.19.240) (SCMC 11.12.030).

Suggested items to include on flyer:

- Who: Instructor logo (if available) and instructor name/business name
- What: Class title, description, and fee (as it appears in the Activity Guide)
- When: Dates and times of class
- Where: Location of class, address, and facility name
- How: How to register visit "santa-clarita.com/Seasons"

#### **13.3 SPECIAL EVENTS**

The City may host and organize a number of special events each year. If an Instructor wishes to promote programs at a special event, they may make a request to Contract Class staff. The Recreation and Community Services Division may also approach

Instructors with opportunities which may help to contribute to name recognition, familiarity, and rapport with the general community.

### **CONTACT INFORMATION**

#### **14.1 CONTRACT CLASS OFFICE**

(661) 250-3715

contractclasses@santa-clarita.com

20880 Centre Pointe Parkway, Santa Clarita, Ca 91350

www.santa-clarita.com/ContractClass

#### **14.2 CONTRACT CLASS URGENT AFTER-HOURS**

(661) 505-3172 (weekdays after 5:00 p.m. and weekends)

#### **14.3 RECREATION COORDINATOR**

Monique Larrigan

(661) 250-3729

mlarrigan@santa-clarita.com

#### **14.4 RECREATION SUPERVISOR**

Ashley Roy

(661) 250-3702

aroy@santa-clarita.com

#### **14.5 REGISTRATION OFFICE**

(661) 250-3700

www.santa-clarita.com/Seasons

#### **14.6 CODE ENFORCEMENT**

(661) 286-4076

#### 14.7 SHERRIFF'S DEPARTMENT (NON-EMERGENCY)

(661) 260-4000

#### **14.8 EMERGENCY**

Dial 9-1-1 (City Facility Dial 9-9-1-1)

### **ATTACHMENTS**

**15.1 SAMPLE CONTRACT** 

**15.2 SAMPLE AFFIRMATION OF LIVE SCAN FORM** 

**15.3 SAMPLE LIABILITY CERTIFICATE** 

**15.4 SAMPLE CLASS SUBMITTAL FORM** 

**15.5 CONTRACT CLASS SEASONAL CALENDAR** 

**15.6 INSTRUCTOR PORTAL INSTRUCTIONS** 

**15.7 PAYMENT REQUEST INSTRUCTIONS** 

**15.8 SAMPLE CONTRACT INSTRUCTOR INCIDENT REPORT FORM** 

**15.9 CODE OF CONDUCT**