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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 classes to the community. Please contact Contract Class staff with any questions or concerns.

INTRODUCTION

2.1 CONTRACT CLASS PROGRAM

The City of Santa Clarita 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 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

An Independent Contract Instructor (IC 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-based programs that encourage healthy lifestyles, 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 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. This is evident in its residential neighborhoods, recreational areas, and businesses.

As of 2023:

Population: 226,733

Housing Units: 77,887

36 parks and nearly 3,000 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. For a Sample Contract see [Section 15.1](#)

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 30 days written notice to the Instructor. The Instructor may terminate the Agreement without cause upon thirty (30) days written notice to the City.

The following are the grounds for immediate termination of a contract include, but are not limited to: verbal altercations and 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 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 extend the Live Scan process to adult program instructors.

Instructors, and individuals assisting Instructors (Assistants), ages 18 and up, such as coaches, instructors, substitutes, aides, volunteers, etc. are required to complete a Live Scan. No individual shall be permitted to lead or assist with the City staff that have received their clearance status.

Assistants that are minors, ages 17 and under, are required to be Live Scanned 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 a 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 submitted with the contract each session. For a Sample Affirmation of Live Scan see [Section 15.2](#)

3.3 W9 FORM

The status of a Contract Instructor with the City of Santa Clarita as a contractor or criteria established by the Federal Government determine the difference between a Contract Instructor and a paid hourly employee. Contract Instructors will not be eligible for social security, or retirement benefits. Federal and State taxes will not be taken from a pay 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 earnings are 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

General Insurance Requirements:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
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 coverage 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) 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 account of bodily injury, including death therefrom, and property damage suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of Instructor, or any person acting for Instructor or under its direction, and also to protect against loss from liability imposed by law for damages to the personal 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 or its direction. General liability insurance will meet or exceed the requirements of 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 and defending claims for alleged loss. Such general liability and property damage insurance shall be maintained in the following minimum limits: A combined single policy with coverage limits in the amount of \$1,000,000 per occurrence, \$2,000,000 per aggregate, will be considered equivalent to the required minimum limits. Such insurance shall not be reduced except upon thirty (30) days prior written notice to City.

‡ _____ # _____ @ _____ @ _____ 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 Instructor agrees to waive all rights of subrogation against the City, 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 the City*. *Instructor does not have employees/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 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

Agreement for material

insurance required by this Agreement be cancelled at any point prior to expiration of the Instructor must notify City within 24 hours of receipt of cancellation. Furthermore, Instructor must obtain replacement coverage that meets all contractual requirements there is no lapse in coverage.

If the operation under this Agreement results in an increased or decreased risk in the designated shall be changed accordingly upon written request by the Agent.

Instructor agrees that provisions of this Section as to maintenance of insurance shall construed as limiting in any way the extent to which Instructor may be held responsible payment of damages to persons or property of his/her employees or volunteers, or the activities of any person or persons for Instructor is otherwise responsible.

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

For a Sample Liability Certificate, see [Section 15.3](#)

3.5 CERTIFICATE OF OCCUPANCY PERMIT

All hstructors 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 the classes. Instructors should take into consideration the revenue split and other fees when setting their fees. Additionally, instructors have the responsibility to know what the market rate is. The City will collect all registration fees. Instructors will not collect payments or allow walk-in registration.

4.2 PRORATION OF FEES

The City allows proration of program fees when:

- ◁ A class cannot be made due to a cancellation during the session or the next session starting, facility availability, or other related reasons as determined by the City
- ◁ 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 the program or class or the Instructor, a participant is unable 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 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 are 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 the 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 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 first meeting (such as art supplies, jerseys, etc.).

POLICIES AND PROCEDURES

5.1 ENROLLMENT

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

