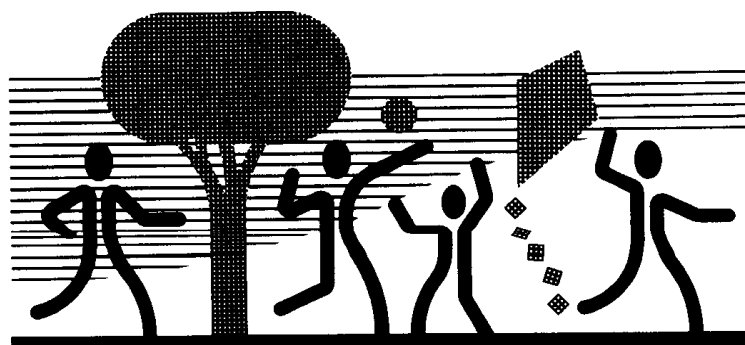


City of San Luis Obispo Parks and Recreation Department



PARKS & RECREATION

city of san luis obispo

1341 Nipomo Street • San Luis Obispo, CA 93401

Class Instructor Handbook

**CONTRACT CLASS INSTRUCTOR HANDBOOK
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Contract Class Instructor Handbook

INTRODUCTION

This handbook is designed to acquaint individuals interested in teaching a class with the City of San Luis Obispo. Please review this manual carefully as the information on the following pages offers suggestions and ideas, as well as departmental policies and procedures you will need to follow once you become a Contract Class Instructor.

The Parks and Recreation Department is committed to providing leisure and educational opportunities. The valuable skills and expertise offered by Contract Class Instructors promotes personal well-being while enriching and enhancing services offered to community members. Contract Classes are an integral part of the Parks and Recreation Department.

The City looks forward to hosting your special instructional class. Please contact the Contract Class Program Specialist with any questions or concerns.

Sincerely,

City of San Luis Obispo Contract Class Program Specialist

Address: San Luis Obispo Parks & Recreation Department
1341 Nipomo Street
San Luis Obispo, CA 93401

Phone: (805) 781-7068

Contract Class Instructor Handbook

GETTING STARTED

If you have the experience, special skills and patience needed to teach others, we want you!

When you first consider teaching a class for the City, please be prepared! A resume, highlighting your expertise in the area you wish to instruct, is one way to demonstrate your abilities and accomplishments. Completion of the Class Proposal Sheet (attached) is required to illustrate the description, details and goals of the potential class. Lesson plans are also required for all new Contract Class Instructors to demonstrate how your students will achieve success in your class. Personal references, which are mandatory, also lend credibility to your teaching skills.

When you have completed the Class Proposal Sheet and lesson plans, contact the Contract Class Program Specialist for an appointment. This meeting will cover any questions you may have as well as give you an opportunity to define and explain your class. This time will also allow for facility requirements and preferences to be expressed.

Based on approval of class topic, agreement with departmental philosophy for leisure/educational classes and available space in one of the City's facilities or your own business location, the Contract Class will be accepted for consideration (deadline for submittals attached). Further documentation for considered classes is required and all classes are accepted with the discretion of the Director of Parks and Recreation.

For a complete listing of all required documentation, turn to page 5.

Contract Class Instructor Handbook

CONTRACT CLASS REQUIREMENTS

- Class Proposal Sheet with lesson plans and references (detailed on page 4)
- City of San Luis Obispo Business License (can be purchased at City Hall, 990 Palm Street)
- Liability Insurance policy naming the City of San Luis Obispo as Additional Insured in the amount of \$1,000,000
- Clearance from the Department of Justice Live Scan
- Signed Contract
- Facility permit
- Approval from the Director of Parks and Recreation

Class Proposal Sheet: This form is attached and previously described. Please complete and submit to Contract Class Specialist prior to the deadline for the desired season. If you make changes to your class after the deadline for submittals, unless otherwise approved (dates, times, etc.), your class will be cancelled.

Business License: A business license is required to be an Independent Contractor. You may purchase the license from the cashier in City Hall at 990 Palm Street. Fees for the license vary, for more information, call (805) 781-7134. Hours of operation are Monday-Friday, 8am-5pm.

Liability Insurance: The City is self-insured and only covers activities engaged in by its employees. An Independent Contractor is not an employee of the City, so other coverage must be obtained. A certificate of insurance and an endorsement to your policy, naming the City as Additional Insured is needed prior to accepting your class (no third party insurance policies will be accepted). If you are experiencing problems with obtaining insurance, contact the Contract Class Program Specialist.

Injury Report Forms: In the event that a participant should become injured in your class, do not attempt to treat participant unless you are qualified and trained to do so. Call 9-1-1 if the situation requires, and if participant is a minor, immediately call the parent before allowing the participant to continue participating in the class. Injury Report Forms will be issued to document the situation.

DOJ Live Scan: Becoming a Contract Class Instructor for the City provides many opportunities to interact with children; therefore, you will need to comply with the fingerprinting and criminal background check requirements set forth in Public Resources Code section 5164 for ALL instructors teaching your class. In reference to paragraph 12 of the enclosed sample contract, the current costing for fingerprinting is \$32.00 per person, to be paid to The City of San Luis Obispo Parks and Recreation Department.

Contract: The contract is the binding agreement between the City of San Luis Obispo and you as the Contract Class Instructor. The Contract may be terminated by either party, with ten (10) days advance written notice. All policies and procedures should be read carefully before signing this agreement.

Facility Permit: Facility permits will be issued after your Class Proposal is accepted. Any changes by you after your Class Proposal has been accepted may result in the cancellation your class. Unless otherwise arranged, you will be given a key and alarm code for the building/facility in which you are to teach. Please report any user conflicts or damages to the facility. Contract Class Instructors are responsible for leaving the facility clean and organized for the next user group.

Approval of Class: The Director of Parks and Recreation makes the final approval for all classes before they are included in the season's activities.

Instructor Orientation Meeting: Instructors are required to attend the annual instructor orientation meeting in order to renew their contract for the upcoming year. Instructor meetings generally occur in December and will go over Contract Class policies and procedures.

Contract Class Instructor Handbook

MONEY

Status of Instructor: The status of a Contract Class Instructor with the City of San Luis Obispo is that of an Independent Contractor. Criteria established by the Federal Government determine the difference between an Independent Contractor and a paid hourly employee. This information is available upon request. You will not be eligible for social security, worker's compensation or retirement benefits. Federal and State taxes will not be taken from your check; and the City will report your income to the IRS on a 1099 form at the end of the year.

Charge: To confirm what to charge for your class, you may consider that minimum wage in California is approximately \$8.00/hour and from there be able to build your cost with materials, additional preparation time and personnel assistance. Base the cost of the class on the minimum number of students you can teach and still make a profit (if desirable). Materials fees are permissible and will be payable directly to the Contract Class Instructor. Examples of a materials fee are materials needed for a one-time performance at the end of the class session or optional uniforms for the class. Confirm the appropriateness of a materials fee with the Contract Class Program Specialist if you are unsure.

Scholarships: As a class instructor, you are entitled, but not required, to offer scholarships for your class to the community. The City of San Luis Obispo Parks and Recreation Department has a formal application process for applicants interested in receiving a scholarship. Once participants have been qualified, they are eligible to receive up to 50% of the cost for a program, which comes directly from the Class Instructor's and the City's revenue for the class. It is the Class Instructor's option to set the range of scholarship available, from 1-50%, and how many scholarships to offer per season.

Money Collection: The Parks and Recreation Department collects all registration fees on-line at www.slocity.org/parksandrecreation; in person at 1341 Nipomo Street; Monday-Thursday, 9 a.m. – 5:30 p.m. and Fridays 9 a.m. – 5 p.m., over the phone; and via mail to the same address using a registration/waiver form, located in our Activity Guide and on-line. NO ON-SITE REGISTRATION.

Revenue: The City will pay you a percentage of your gross revenues so the more participants you have in your class, the more you will make. The remaining portion of the revenue goes to the City for administrative costs, facility rental, promotion and supplies. The percentages for Contract Class Instruction classes are as follows:

- **Adult Classes (ages 18 and up): Instructor will receive 65% of the revenue**
- **Youth Classes (under age 18): Instructor will receive 70% of the revenue**

Payment: Payments to Contract Class Instructors will be processed AFTER your class has ended. Payment vouchers will be submitted to the Finance Department by the 7th of each month, and checks will be delivered approximately two weeks following submission (all checks are mailed out on Fridays).

Refunds: Refunds will be issued if a student wants to drop the class 72 hours prior to the first class activity, unless otherwise noted in the program description. Refunds will be made if a class is cancelled unless the student wants to apply the credit towards another program offered by the Parks and Recreation Department. All other refund requests will not be accepted.

Pro-Rate: Instructors have the option to allow classes to be pro-rated. If a customer registers late, after the first class, instructors have the option of charging the full tuition or a pro-rated amount.

Contract Class Instructor Handbook

PROMOTIONAL GUIDELINES

One key to a successful class is how well the class is marketed. The City of San Luis Obispo Parks and Recreation Department can assist you in several ways on publicizing your class; if you have other ideas, please let us know!

Publications: Our department Activity Guide is published three times a year – in December for winter/spring, April for summer and in August for the fall. Distribution occurs through the Telegram-Tribune, and our publication reaches over 16,000 homes. Classes offered to youth will be advertised in the monthly What’s New publication produced by the Parks and Recreation Department and distributed to all schools (except for the high school). Classes targeting adults will not be distributed through the schools, though the Activity Guides will be placed in staff lounges or break rooms in various businesses for advertisement. If you have specific locations that you believe would be good for advertising your class, please communicate this to the Contract Class Program Specialist.

Flyers: Flyers are a good means to publicize your class. Instructors are encouraged to design flyers in conjunction with the City and distribute them throughout the community. All flyers must be approved by the City’s Public Information Officer before posting or dissemination. To do so, submit flyer to the Contract Class Program Specialist via email. This way, needed edits can be done immediately. After changes are made, flyers may be posted in the Parks and Recreation Office and in City recreation facilities. If you distribute to businesses, please obtain permission first before leaving your flyer. Please do not staple, tack or tape flyers to poles or fixtures around the City.

Media: Public service announcements will be circulated prior to the start of your class by the Parks and Recreation Department, though this is NOT a guarantee that the media will publish this information. A slide will also be created to be run on the Government Access Channel 20. The Parks and Recreation Department is also hosted on two local radio stations and can be used to advertise classes in this venue when appropriate.

Special Events: Other forms of publicity offered by the Parks and Recreation Department include special events, community events, demonstrations at school sites and participation in registration fairs. Contract Class Instructors are often invited to participate in City events. If you are interested in a particular event, please make arrangements with the Contract Class Program Specialist.

Contract Class Instructor Handbook

ATTENDANCE

Minimum/Maximum: As the Class Instructor, you have the authority to set the minimum and maximum number of students you wish to have in your class. If less than the minimum number of students indicated on your Class Proposal and contract are registered two business days prior to the first day of class, you have the option of cancelling the class *at that time* by informing the Contract Class Program Specialist. The Parks and Recreation registration system will not allow for more participants than the maximum number that you have set for your class without your consent.

Instructor Attendance: If you are late or unable to make your class, please contact the Contract Class Program Specialist or the Parks and Recreation Department immediately! You should make an effort to contact your students in the event of an absence. Make-up dates are to be arranged with the Contract Class Program Specialist as soon as possible.

Rosters: The Parks and Recreation Department will provide you with class rosters based on your needs. It is your responsibility to guarantee that all participants in your class have registered and signed a waiver **BEFORE** they participate, so that you can get paid for your work! **If students are attending but not registered for your class, you are teaching them for free without liability insurance.** Participants who participate without registering in advance put your contract with the City of San Luis Obispo at risk for termination. Maintaining accurate records and daily sign-in sheets are essential to the success of your program.

Waiver of Liability: A liability release is required of all students once a year per class. The release form is available on-line, in the Activity Guide, at the Parks and Recreation Department and several facilities. Please instruct all participants that they must have this waiver submitted to the Parks and Recreation Department **PRIOR TO PARTICIPATING IN THE CLASS.** Failure to follow this guideline could result in the termination of your contract. You are not insured if you are instructing students who have not signed a waiver.

Registration Deadline: Class registration will close two business days prior to start of each class. Any registration beyond that point will be done through the Parks and Recreation Department. Customers registering within two business days of the first class will have the

option of signing up for the following class given that is not within two business days time. Registration will not be accepted within two business days of the class start date. It is the responsibility of the Class Instructor to communicate the registration deadlines to their students.

Contract Class Instructor Handbook

SAN LUIS OBISPO PARKS & RECREATION DEPARTMENT INFORMATION SHEET FOR PROPOSED CLASS Winter/Spring 2011

NAME OF PROPOSED CLASS: _____

INSTRUCTOR: _____ PHONE: _____

ADDRESS: _____ CITY: _____

EMAIL: _____

INSTRUCTOR'S SOCIAL SECURITY NUMBER: _____
(NEEDED TO PAY YOU)

DO YOU MEET THE FOLLOWING REQUIREMENTS?

1). ABLE TO OBTAIN A BUSINESS LICENSE YES___ NO___

2). ABLE TO OBTAIN A GENERAL LIABILITY INSURANCE POLICY NAMING THE CITY OF SAN LUIS OBISPO ADDITIONALLY INSURED YES___ NO___

3) ABLE TO PAY A FINGERPRINTING FEE OF \$32 YES___ NO___

PROPOSED NUMBER OF WEEKS FOR YOUR CLASS TO MEET: _____ DAY(S) OF WEEK: _____

TIME: _____ AM / PM TO _____ AM / PM

LOCATION YOU WOULD LIKE TO SEE YOUR CLASS HELD: _____

FEE YOU WOULD LIKE TO CHARGE: \$ _____

IS THIS TO BE A PER CLASS, MONTH OR SESSION CHARGE?: _____

IF THERE IS A MATERIALS CHARGE, HOW MUCH? \$ _____

WHAT DOES THE MATERIALS FEE COVER? _____

WILL YOU PRORATE? _____

DATES YOUR CLASS IS TO MEET: _____

MINIMUM NUMBER OF PARTICIPANTS NEEDED FOR YOUR CLASS TO BE HELD: _____

MAXIMUM NUMBER OF PARTICIPANTS YOU CAN HANDLE: _____

AGE RANGE OF STUDENTS: _____
(IF YOU ARE TEACHING CHILDREN, INDICATE YOUNGEST AGE YOU CAN HANDLE)

IS THERE A SPECIFIC SKILL LEVEL YOU WOULD PREFER TO TEACH? IF YES, PLEASE INDICATE WHAT LEVEL YOU WILL BE TEACHING.

ARE THERE ANY SPECIAL CLOTHING OR MATERIALS THAT ARE REQUIRED BY THE STUDENT IN ORDER TO PARTICIPATE IN THE CLASS?

Class Instructor Handbook

CLASS INFORMATION PAGE 2

CLASS DESCRIPTION:

GOALS & OBJECTIVES YOU INTEND TO ACHIEVE IN TEACHING YOUR CLASS:

COURSE OUTLINE:

PLEASE INDICATE YOUR BACKGROUND AND EXPERIENCE AS IT RELATES TO THIS CLASS:

PLEASE LIST THREE REFERENCES FROM PEOPLE WHO KNOW OF YOUR ABILITIES TO TEACH THIS CLASS (REFERENCES WILL BE CHECKED SO PLEASE LIST ACCURATE PHONE NUMBERS AND ADDRESSES)

1.	_____	_____	_____	_____
	NAME	ADDRESS	CITY	PHONE
2.	_____	_____	_____	_____
	NAME	ADDRESS	CITY	PHONE
3.	_____	_____	_____	_____
	NAME	ADDRESS	CITY	PHONE

*PLEASE ATTACH TWO SAMPLE LESSON PLANS FROM YOUR COURSE TO THIS SHEET.

AFTER REVIEW OF THE INFORMATION YOU HAVE PROVIDED AND YOUR REFERENCES CHECKED, YOU WILL BE CONTACTED BY THE PARKS & RECREATION CONTRACT SPECIALIST IF YOUR CLASS IS ACCEPTED OR NOT. COMPLETION OF THIS INFORMATION SHEET DOES NOT IMPLY A CONTRACT THEREFORE, NO GUARANTEES CAN BE MADE FOR THE PROPOSED CLASS TO BE OFFERED BY THE SAN LUIS OBISPO PARKS & RECREATION DEPARTMENT. CLASSES ARE SCHEDULED SUBJECT TO AVAILABILITY OF FACILITIES.

CITY OF SAN LUIS OBISPO
CLASS INSTRUCTOR SAMPLE CONTRACT

THIS AGREEMENT is entered into this ___ day of February, 2008, by and between the City of San Luis Obispo, Department of Parks and Recreation, hereinafter "City," and _____, hereinafter "Contractor."

WHEREAS, the City has need for the professional services of an individual with the particular training, ability, knowledge and experience possessed by the Contractor: _____ (contractors initials)

NOW, THEREFORE, in consideration of the rate of ___ 65 % of monies collected for class registration, to be paid to the Contractor by the City, the Contractor agrees to perform during the period **January 20, 2008** through **December 31, 2008** inclusive, the following professional service and provide the following materials:
_____ Instructor is to provide all materials and equipment needed to instruct class.

In performing the above services, it is understood and agreed that:

1. This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship BETWEEN THE PARTIES of agent, servant, employee, partnership, joint venture or association.
2. Contractor will not be eligible for any group health insurance, life insurance, vacation, sick leave or any other benefits available to City employees employed under the Personnel Rules and Regulations of the City of San Luis Obispo. Contractor is not eligible for Federal Social Security, State Workers' Compensation, unemployment insurance or Public Retirement System benefits from this contract payment. Contractor is responsible for payment of all Federal and State taxes applicable to payment for service.
3. This Contract may be terminated by either party, at their sole discretion, upon ten (10) days advance written notice thereof to the other, and may be canceled immediately by Contractor if class minimum of ___ is not met, provided first class meeting has been held. Monies then owing based upon work satisfactorily accomplished shall be paid to Contractor.
4. Contractor is required to carry personal liability insurance in the amount of 1,000,000, naming the City of San Luis Obispo as additional insured. A certificate of insurance and an endorsement, listing the City on the policy as additional insured, is required prior to the beginning of this contract and is to be maintained for the duration of the contract.
5. The Contractor shall defend, indemnify, save, and hold harmless the City and its officers and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of the Contractor or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising through the sole active negligence or sole willful misconduct of the City or its officers or employees, and will make good to and reimburse the City for any expenditures, including reasonable attorneys' fees, the City may make by reason of such matters and, if requested by the City will defend any such suits at the sole cost and expense of the Contractor.
6. Contractor shall not discriminate in the employment of persons under this contract because of the race, color, national origin, age, ancestry, religion, physical or mental disability, or sex of such person nor discriminate against persons wishing to participate in its programs or activities.
7. City grants permission for Contractor to use City facilities for conducting said class on an as available basis. Contractor is to complete a facility use permit prior to the start of this contract.

Contractor shall maintain the premises in neat, clean and sanitary condition. If premises are not kept in a satisfactory condition, the City has the authority to terminate the portion of the agreement pertaining to the problem

facility. Contractor shall not make any alterations to the facility, either temporary or permanent, without the prior approval of the City.

8. Instructor is willing to accept ____ Scholarship(s) per month or session. Percentage of scholarship to be offered shall not exceed ____ %

9. All class registration and collection of monies conducted through the Parks and Recreation Department or by on-line registration.

Payment to Contractor will be made on a monthly basis in accordance with the Payable schedule of the City.

10. Contractor shall conduct said class as indicated on the Class Proposal Request, incorporated herein by reference. Any deviation from said proposal must be approved by the Recreation Supervisor prior to initiation.

11. Contractor agrees to conduct the class with a minimum of ____ up to a **maximum number of ____**. Contractor has the option of conducting said class with less than the minimum if Contractor so desires. Contractor is required to hold the first class meeting regardless of the number of pre-registrations; determination on class cancellation will be made after the first class meeting.

12. City shall be responsible for obtaining a facility for class and handling class registration. Contractor will be provided with space in the City's program brochure at no cost for basic program information when provided to the City by the deadline. The City, in accordance with the Contract Classes Promotional Guidelines, will provide program publicity to the Contractor; any additional publicity costs will be borne by the Contractor.

13. Compliance with Public Resource Code, Section 5164:

a. In the event and to the extent the Contractor and/or his/her employees shall have supervisory or disciplinary authority over any minor or as part of the services to be performed here under, the Contractor is required to ensure that he/she and all of his/her employees comply with Public Resources Code, Section 5164, namely, they must undergo a criminal background check before being retained or hired by the City.

b. Evidence of compliance with subparagraph 12.a. shall be presented to the City, before this contract is signed by the City, for the Contractor and all then current employees. Additionally, evidence of compliance under this subparagraph shall be presented to the City during the contract term, for each new employee of the Contractor, before said new employee commences performing under this agreement.

c. "Evidence of Compliance" under terms of this paragraph means that the result of the criminal background search method listed below reveal no convictions for the offenses listed in the Public Resources Code, Section 5164. The Contractor shall present to the City each person to be checked, who shall submit to fingerprinting pursuant to Section 11105.3 of the Penal Code. Based upon said information, the City shall conduct a criminal background investigation of the Contractor or any of his/her employees performing hereunder.

The Contractor shall pay to the City all costs the City incurs in performing said background investigation. Said payment shall be tendered to the City prior to the Contractor or any of his/her employees commencing performance hereunder.

d. Failure of the Contractor to comply with the provisions of this paragraph shall be grounds for immediate cancellation or termination of this contract by the City of San Luis Obispo.

This Contract and any amendments to this Contract will not be effective until approved by the Director of Parks and Recreation of the City of San Luis Obispo.

RECREATION MANAGER

DATE

PARKS & RECREATION DIRECTOR

CONTRACTOR:_____

SIGNED:_____

ADDRESS:_____

PHONE

DATE

SS#

DATE