

CONTRACT INSTRUCTOR POLICIES AND REGULATIONS

Instructors who are under contract with the Redwood City Parks, Recreation and Community Services Department must adhere to the following policies:

1. REGISTRATION

- A. Registrations are processed on a first-come, first served basis by the Department with Redwood City Residents receiving a two week advance period before non-residents are accepted.
- B. No registrations for any class will be taken after the third class meeting.
- C. No registrations are taken in class. Students may deliver registrations to Red Morton Community Center and Sandpiper Community Center during regular business and evening hours. **DO NOT LET STUDENTS INTO YOUR CLASS IF THEY ARE NOT ON THE ROSTER.** They can fill out a registration form and leave it at the front desk before entering. **Accepting payment personally while on City premises is against the law under municipal codes: Chapter 25, sections 25.2.01 and 25.02.03.**
- D. Do not take any drop-in fees unless pre-arranged by the department.

Class rosters will be available for instructors at the building where the class is held, for the first through third class meetings. People who register the day of the class will not be on the class list but should appear on the second or third class roster. People who are not on the roster or do not have a registration receipt are not registered and should not be allowed in the class.

- F. It is the responsibility of the instructor to keep an accurate tally of those students within his/her class. It is unfair to allow students who are not registered to take the time of the instructor or the space and equipment of the class away from those who are registered and paid members. Remember, you will not be paid for students not on your roster and you are liable for them.
- G. **You may check your own class numbers online.** Contact us for more details.

2. CLASS MINIMUMS / MAXIMUMS

The minimum and maximum number of participants to be allowed in a class will be established by the instructor and the Supervisor. Consideration of the best number for instructional purposes, room size, and equipment available will be criteria for class numbers. Be careful not to set your minimum too high as class will be cancelled if minimum not reached two days prior to the start of class.

3. PRINTING

Our Department will print class materials or flyers (within reason) for instructors if arrangements are made in advance with your department contact person and the work load is such that it can be handled. We do not print materials for other recreation departments or other organizations taught by the same instructor. We will not print entire school runs for the district.

4. PUBLICITY

The Department will provide a certain amount of publicity for all classes. This will include a listing and description in the "Recreation Activity Guide" brochure which is mailed to all Redwood City residents, and can include inclusion in our electronic newsletters, social media sites and more. We can advise or assist instructors with flyers or press releases by arrangement. All publicity must include: "Sponsored by the Redwood City Parks, Recreation and Community Services Department" and our contact phone number for registration: (650) 780-7311. Additional publicity done by the instructor is advisable for the success of the class, but must be approved by the department.

5. CLASSROOM SETUP

Responsibility for setting up your classroom lies with the Department. Please designate the type of set-up you wish on the "Room & Equipment Set-up" sheet. If you have a one-time, special request for your class or a change in ongoing setup, please notify the front desk of your building or the registration offices (at Red Morton: 780-7311, Community Activities Building: 780-7250 or Sandpiper: 780-7323) no later than the day before class. Most of the setups are done prior to your class time and the custodian's other duties do not always leave time for immediate assistance to instructors.

6. CLASS CANCELLATIONS

If an instructor is ill or cannot meet with his/her class, the registration office (at Red Morton: 780-7311, or Sandpiper: 780-7323) should be notified immediately. It is the responsibility of the instructor to provide a qualified substitute instructor or a make-up lesson for the students. Instructor must contact the department to determine if space and time is available for make-up classes. If an instructor finds it necessary to be absent for half the sessions or more, the Department should be notified and the substitute instructor should submit an application and be interviewed so that a contract can be written for the new instructor. The Department should always be notified of any substitute instructors. If a class must be cancelled, because of instructor illness or conflict, the department will notify students.

7. SATISFACTION GUARANTEED POLICY

The Department has a Satisfaction Guaranteed Policy which allows students to withdraw from a class which doesn't fulfill their needs. They can receive a credit that may be used for other programs. If students withdraw from your class prior to the initiation of our instructor payment process, you will not be paid for that student. Please try to work with students to satisfy their expectations of your class.

8. INSTRUCTOR PAYMENT

- A. Instructors receive a portion of the fees paid by students registering for their classes. All registration moneys are collected and deposited by the Parks, Recreation and Community Services Department. Instructors who teach onsite will receive 70% of registration fees paid by class participants, less an administrative fee. The administrative fee for classes will be \$4 for classes less than \$30, \$6 for classes \$31 and higher. **Any lab or equipment fees will be paid by students directly to the instructor at the first class.**
- B. Instructors providing their own class space will receive 70% of registration fees. There is no administrative fee added to offsite classes.
- C. The City's policy provides for payment after receipt of services, so advance payments are not possible. Approximately two weeks before the conclusion of the last class taught, the payment process will be started. The instructor will receive a check for class(es) taught from the Redwood City Finance Department by the time the class ends or a week later. Payment will be based on the number of students enrolled at the time the

payment process is started. In the case of short classes (3 weeks or less) or a one/two day class, payment will not be received until approximately 2 to 3 weeks after the class is concluded.

- D. You are responsible for paying all appropriate local, State, and Federal taxes for any income you earn as a contractor. If you make more than \$600 in a year, the City of Redwood City will send an IRS 1099 Miscellaneous form, which you should file with your tax returns. You will need to declare this income.

9. CLASS TIMES

Instructors are responsible for providing instruction for the specified number of hours agreed upon and advertised. They will not be paid for set-up, clean-up or preparation time. Once a class has begun, it may not be cancelled. This should not be changed by the instructor without approval of the Department.

10. REFUND/CREDITS

Refunds are given to participants if the Department and/or the Instructor cancel a class. For all other situations a student may request an in-house credit. Students are required to fill out a survey as part of the refund process.

Never promise a student they can get their money back or make-up missed classes. Please refer all inquires of this nature to the registration desk at Red Morton or Sandpiper Community Centers.

11. YOUTH CLASS INSTRUCTORS

- A. **Finger printing is required by California State Law (AB 2986 & AB 1663) for all instructors of youth classes. If you instruct youth 17 years of age or younger, you must be finger printed.** This process only needs to be completed once as long as you are an instructor with Redwood City Parks, Recreation and Community Services Department. The cost of fingerprinting is paid by the Redwood City Parks, Recreation and Community Services Department. Instructors must set up an appointment through the Redwood City Police Department for "Live Scan" which also serves as a background check. Please contact Jordana Freeman at (650) 780-7325 for the appropriate forms. The process must be completed no later than 2 weeks prior to your first class or classes will be put on hold until the finger printing results have been received by staff. All information will be kept confidential. **For those contractors who hire additional employees, it is your responsibility to screen those individuals. You must sign the "Declaration of Employee Safety" upon submission of your application. Any organizations or instructors who fail to comply with this State Regulation will be released from contract commitments with the City of Redwood City.**
- B. **Tuberculosis Screening**
All instructors and aides in classes or activities involving minors are required to provide proof of a negative Tuberculosis Screening (TB Test) taken within the last four years. A copy of the results must be provided to the Program Supervisor prior to the start of class.
- C. For the safety of children involved in youth classes, instructors must see that children are released to their parents or another responsible adult. **Children should not be allowed to leave the classroom unattended during the class session. Instructors are not to leave until all children are picked up.** If an emergency arises and you cannot wait any longer, you may bring the children to the front desk at Red Morton or Sandpiper Centers for the front desk staff to watch. You may also use the department phone to call late parents.
- C. Instructors should never drive students in their personal vehicles.
- D. Instructors should not bring pets or other individuals to class, unless previously approved by the Community Services Manager.

12. INSURANCE & LIABILITY

The City of Redwood City requires all Contract Instructors offering medium to high risk activities obtain general liability insurance of \$1 million dollars with an additional insured endorsement reading “The City of Redwood City, its officers, agents, volunteers and employees.” The cost for this coverage is the sole responsibility of the Contractor.

Send to: Redwood City Parks, Recreation & Community Services, 1400 Roosevelt Ave, Redwood City. CA 94061

It is important to understand your contract with the City is as an instructor of a class or program. It does not in any way provide insurance coverage for you as an independent contractor. Therefore, if a liability claim occurs against you and the City, you will be responsible for defending yourself, and potentially for paying a claim brought against you.

13. CLASS BEHAVIOR

Instructor is responsible for control of students. Please make sure that students do not unduly disturb other activities in the facility and that no damage is done to the room or equipment. If problems persist, please discuss the difficulties with your department contact person.

14. AMERICANS WITH DISABILITIES ACT (ADA)

Under the Americans with Disability Act (ADA), 1990, Leisure Service Agencies and their instructors are required to accommodate individuals with special needs. Instructors must be willing to work with the Redwood City Park, Recreation and Community Services Department and accommodate those who request assistance.

15. NON-DISCRIMINATION

City shall not discriminate against Instructor – nor Instructor discriminate against student- due to sex, race, color, ancestry, religious creed, disability or age.

16. CHANGE OF ADDRESS

If there is a change of your address and/or phone number, please notify us as soon as possible. Any delay may prevent your instructor packet from being received on time, which in turn may delay your payment.

17. PROMPT RETURN OF CLASS INFORMATION

Prior to each class session (quarter) you will receive a “Program Prep Sheet” and a schedule for the upcoming class session. **Please return your information promptly.** Failure to do so could result in your classes not being offered in the next brochure. It is the instructor’s responsibility to proof class descriptions, dates and times.

I have read the above and fully understand and agree to these policies.

I also agree to abide by #11A and finger print any person employed by myself or company that will be assisting in the teaching or coaching of any activity offered with the Redwood City Parks, Recreation and Community Services Department.

Signature

Date

DECLARATION OF CONTRACT INSTRUCTOR EMPLOYEE SAFETY

I _____, as a representative of _____
(your name) (organization's name)

declare the safety of our staff and promise that we do not now and never will hire staff who have been convicted of the following:

1. We do not now, and never will hire persons to teach our children's programs who have been convicted of violating the following crimes: Penal code section 262, 261, 261.5, 266, 266j, 267, 272, 273a, 273d, 273.5, 285, to 289, inclusive, 331.4, 311.10, 311.1, 314, 647.6, former Section 647a or subdivisions (a) or (d) of Section 647, or commitment as a mentally disordered sex offender under former Article I (commencing with Sections 6300) of chapter 2 or part 2 of Division 6 of the Welfare and Institutions Code.
2. We do not now, and never will hire persons to teach our children's programs who have been convicted, as a felony, or violating any of the following: Penal Code sections 221 (Including finding that they used a dangerous weapon in the commission of a robbery), 217.1, Chapter 8 (commencing with Sections 236), Chapter 9 (commencing with Section 240), or any offense specified in subdivisions © of sections 667.5.
3. Our employees have not had more than one misdemeanor conviction during the immediately preceding ten-year period, of any of the offenses specified in paragraph 2 of this declaration.
4. Our employees have never been disciplined or terminated from a job because of inappropriate behavior towards a person under the age of 18.
5. Our employees have all provided proof of a negative TB Test taken within the past four years of the class or camp date per California State Regulations.

I under penalty of perjury under the laws of the State of California declare that the foregoing is true and correct, and that every action has been taken to ensure the safety of our employees who work with children under the age of 18.

(Signature) (Date)

(Print Name and Title)

INSTRUCTOR APPLICATION

NAME _____ DATE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

SOCIAL SECURITY # _____ -or- FEDERAL TAX I.D. _____

How do you file with the IRS? (i.e. LLC, Inc. Sole Proprietor) _____

PHONE: DAY _____ EVENING _____ FAX _____

E-MAIL ADDRESS _____

ADDRESS _____ PHONE _____

CITY _____ STATE _____ ZIP _____

TYPES OF CLASSES YOU COULD TEACH (feel free to attach class flyers, brochures or documents describing your class)

1. _____ 2. _____

3. _____ 4. _____

YOUR DESIRED PAYMENT PER STUDENT PER HOUR OF CLASS: \$ _____

(Please try to keep this within reason. If your price is too high, you may lose enrollment).

EDUCATIONAL BACKGROUND/TEACHING EXPERIENCE IN ABOVE SUBJECTS (INCLUDE REFERENCES AND PHONE NUMBERS). YOU MAY ATTACH RESUME.

Convictions

Have you ever been convicted of a felony or misdemeanor (not including traffic citations)? YES _____ NO _____

If "yes", please explain fully on a separate sheet. Each case is considered individually. A conviction will not necessarily preclude you from employment; however failure to disclose felony or misdemeanor convictions can disqualify you. All contractor instructors are fingerprinted and arrest records verified with the State of California Department of Justice.

I hereby certify that all statements made in this application are true and I authorize investigation and verification of all matters contained in this application. I understand that any misstatement or omission of material fact will cause forfeiture on my part of all rights of employment with the City of Redwood City.

Signature _____

RETURN TO:
Jordana Freeman
Community Activities Building
1400 Roosevelt Ave.
Redwood City, CA 94061
Fax: 650.368.5087
jfreeman@redwoodcity.org

ROOM & EQUIPMENT SET-UP

Name of Instructor _____ Name of class _____

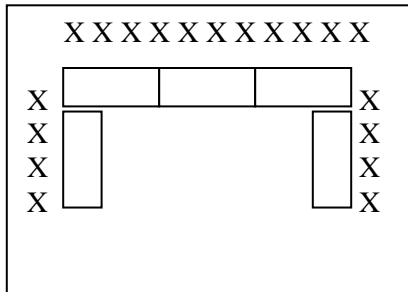
Facility Requested _____ Estimated Attendance _____

Number of tables _____ Number of Chairs _____

Additional equipment needed (i.e. overhead projector, sink) _____

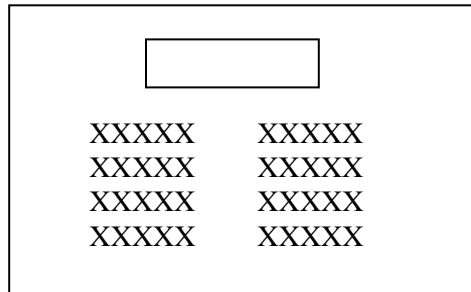
Please choose the type of set-up you need or draw special set-up diagram on reverse.

CONFERENCE STYLE



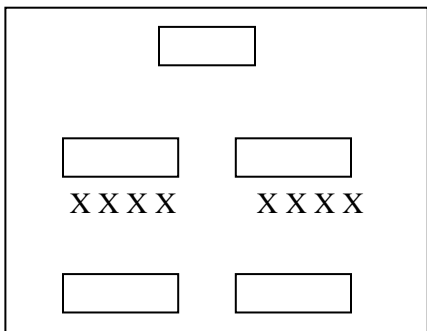
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LECTURE STYLE



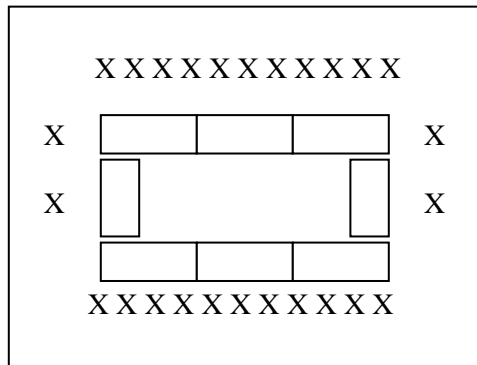
Check here

CLASSROOM STYLE



Check here

MEETING STYLE



Check here

If you need a special set-up please check box and indicate on back of paper.