

Independent Instructors

What to know about becoming an independent instructor:

First of all, thank you for your interest in teaching classes with the City of Concord's Parks & Recreation Department. The City values its partnerships in providing the highest quality services to the community and in achieving positive outcomes. Class instructors play an important role in providing these services.



Independent Instructors teach classes in a variety of facilities depending on the type of class being offered. Most classes are held at City facilities (i.e. Community Centers, Parks, or the Pool), but some classes are held at the schools, online, or even at our contracting partners studios. Class instructors are expected to follow all City policies and procedures at all times. The City is a customer based organization that places our customers first in everything we do.

The Concord Parks & Recreation Department provides a wealth of classes and programs for the public to enjoy. Together we have a fantastic opportunity to make a positive impact on the community in which we live and work. Some of the benefits of Recreation include building self-esteem and positive self-image, developing life skills essential for child development, reducing isolation and loneliness, building strong families, building social skills, reducing stress, and enhancing overall health and well-being. The Parks & Recreation Department is committed to serving as the community's health and wellness partner.

If you have an expertise in a particular area and would like to share your knowledge, please complete a New Course Proposal, and W-9 forms below and submit it to the Parks & Recreation Department at the address below.

Sarah Jackson, Program Coordinator
Concord Parks & Recreation
1950 Parkside Drive MS/16
Concord, CA 94519
VM (925) 671-3118, FX (925) 671-3467
contractclasses@cityofconcord.org

Documents to complete:

- a. New Course Proposal form
- b. W-9 form: complete the W-9 form and send it with your new course proposal form.
You can download W9 form from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- c. **For instructors only:** Independent Instructor Handbook.



PARKS & RECREATION DEPARTMENT
CLASS PROPOSAL FORM - FOR NEW & RETURNING CONTRACTORS

Send To: contractclasses@cityofconcord.org;

Fax To: 925-671-3449

(Please provide separate forms for each class or age group)

INSTRUCTOR INFORMATION

Last Name		First Name		M.I.
Name of Business or Organization				
Address		City	State	Zip
Home or Business Phone #		Cell #	Fax #	
Email		Web Address		
Who should checks be payable? <input type="checkbox"/> Individual or <input type="checkbox"/> Business		For tax purposes Only Social Security or Tax ID #		

CLASS DESCRIPTION

Proposed Class Title:

Class Description for Activity Guide (Include benefit statements and "you" language, **50 words max**)

CLASS PREFERENCES

Do you have a preference to teach this class? Weekdays Weekday Evenings Weekends

Day(s)/time(s) you'd prefer? _____ Day(s) / time (s) you can't teach? _____

CLASS INFORMATION

Age Min.	Age Max	Min. class enrollment	Max. class enrollment
Supply/Material Fee: (Payable to Instructor 1 st Class)		Items provided:	

Special Room Requirements:

Days	Start/End Date(s) <i>Preference</i>	Start/End Time(s) <i>Preference</i>	No Class Dates (i.e. Holidays)	# of Classes	*Suggested Course Fee	Per class Fee	(Office Use Only) Course Number

Office Use Only

Date Received	Staff Initials	CLASS Entry	Staff Initials
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CONTRACT INFO

***Suggested Course Fee** should account for the **contractual percentage split** between instructor and City.

- Compensation begins at 50% of collected fees (this is suggested and not an agreed upon amount).
- Compensation is based on **Resident rate only**. A \$3 processing fee and a non-Resident rate will be added to your suggested fee.
*i.e. **IF** you suggest class meets 5 times at a cost of \$100, the class would list for \$103 Res and \$108 non-Res. And...
IF the class is a 50% agreement, you can expect \$50 per student that completes your class.

AGE GROUP

- | | |
|---|--|
| <input type="checkbox"/> PreSchool (ages 2-5) | <input type="checkbox"/> Adults (18 & up) |
| <input type="checkbox"/> School Age (6-12) | <input type="checkbox"/> Mature Adults (50 & better) |
| <input type="checkbox"/> Teens (13-17) | <input type="checkbox"/> Developmentally Disabled |

SUBSECTION

- | | | |
|--|---|---|
| <input type="checkbox"/> Arts & Crafts | <input type="checkbox"/> Dance, Music & Performing Arts | <input type="checkbox"/> Health & Fitness |
| <input type="checkbox"/> Enrichment | <input type="checkbox"/> Special Interest | <input type="checkbox"/> Sports |
| <input type="checkbox"/> Trips | <input type="checkbox"/> Workshop | <input type="checkbox"/> Other |

ACTIVITY GUIDE DATES

- Fall (Sep - Dec); approximate due date = 1st week May (or earlier)
 - Winter/Spring (Jan - Apr) approximate due date = 1st week September (or earlier)
 - Summer (May - Aug); approximate due date = 3rd week January (or earlier)
- Your proposal should cover the same dates each guide covers. **Late or incomplete proposals** may result in not being part of the guide.

REFERENCES

- New Contractor:** Please provide 3 references with phone numbers. **Continuing Contractor** with the City of Concord

Name	Phone	Email
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Name	Phone	Email
------	-------	-------

Name	Phone	Email
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INSTRUCTOR INFO

Your Experience and Qualifications:

Your Bio: skills, certifications, accomplishments...as they pertain to what you are teaching. This info may be used in in our Activity Guide, or on our social media i.e. the City of Concord's Facebook page, or in other marketing efforts. **Limit 50 words.**

INSTRUCTOR REQUIREMENTS

IF you are selected to teach a class through the City of Concord Parks & Recreation Department, there are a variety of things that you will be required to do, including, but not limited to the following...

- Insurance: City Attorney determines level of insurance. Businesses are required to name COC as additional insured \$1 mil.
- Live scan (fingerprint): Independent contractors must get prints done. \$32 charge to DOJ. Businesses may provide letter (ask how).
- TB clearance (every 2 years): If working with minors (under 18), proof of TB clearance required. Business letter may apply (ask).
- W9: All contractors must provide an updated W9 annually.
- Independent Contractor Acknowledgment form: All contractors must sign this form annually.
- Mandatory contractor's meeting: All contractors must attend the contractor meeting annually.
- Other

Please provide camera ready photos (300dpi). Photos are encouraged during your classes. Please send all photos to the Concord Parks & Rec department at the information below...

Return Proposal Forms to: Concord Parks & Recreation Department / Attn: Christopher Roke
1950 Parkside Drive MS/10; Concord, CA 94519
(925) 671-3319 / Fax (925) 671-3449 / email: contractclasses@cityofconcord.org

**All proposals will be reviewed by the Parks & Rec Marketing team and/or by a Marketing team member. We make no guarantees to work with your program just because you submit a form. Not all proposals are going to be a good fit for us or our facilities. In addition, if a class is not producing, we reserve the right to cancel classes and/or no longer offer the program.*



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CLASS PROPOSAL FORM - FOR NEW & RETURNING CONTRACTORS**

Send To: contractclasses@cityofconcord.org;

Fax To: 925-671-3449

(Please provide separate forms for each class or age group)

INSTRUCTOR INFORMATION

Last Name		First Name		M.I.
Name of Business or Organization				
Address		City	State	Zip
Home or Business Phone #		Cell #	Fax #	
Email		Web Address		
Who should checks be payable? <input type="checkbox"/> Individual or <input type="checkbox"/> Business		For tax purposes Only Social Security or Tax ID #		

CAMP DESCRIPTION

Proposed Camp Title:

Camp Description for Activity Guide (Include benefit statements and "you" language, **50 words max**)

CAMP PREFERENCES

Number of **CAMP** Sessions _____

Full Day (9a-4p) Mornings (9a-Noon) Afternoons (1-4p)

When do you prefer to teach this **CAMP**? (check all that apply)

June 15-19 June 22-26 June 29-July 3* July 6-10 July 13-17

July 20-24 July 27-31 August 3-7 Aug 10-14 Aug 17-21

CAMP INFORMATION

Age Min.	Age Max	Min. class enrollment	Max. class enrollment
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Supply/Material Fee: (Payable to Instructor 1st Class) Items provided:

Special Room Requirements:

Days	Start/End Date(s) <i>Preference</i>	Start/End Time(s) <i>Preference</i>	No Camp Dates (i.e. Holidays)	# of Days	*Suggested Camp Fee	Per day Fee	(Office Use Only) Course Number

Office Use Only

Date Received	Staff Initials	CLASS Entry	Staff Initials
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Independent Contractor Instructor Handbook

**Parks
Make
Life
Better!**SM



Welcome

Thank you for your interest in teaching classes with the City of Concord's Parks & Recreation Department. The City values its partnerships in providing the highest quality services to the community and in achieving positive outcomes. Class instructors play an important role in providing these services.

Class instructors are expected to adhere to the City's Mission, Vision, and Values (MVV) which you will find in this booklet's introduction. Class instructors are also expected to follow all City policies and procedures, many of which are discussed throughout the booklet. The City is a customer based organization and we put our customers first in everything we do. Our customers are the reason why we exist.

The Concord Parks & Recreation Department provides a wealth of classes and programs for the public to enjoy. Together we have a fantastic opportunity to make a positive impact on the community in which we live, work and play. Some of the benefits of Recreation include building self-esteem and positive self-image, developing life skills essential for child development, reducing isolation and loneliness, building strong families, building social skills, reducing stress, and enhancing overall health and well-being. The Parks & Recreation Department is committed to serving as the community's health and wellness partner.

Sincerely,

Concord's Contract Classes Team

Team members for 2016 include, but are not limited to...

Connolly	Avis	avis.connolly@cityofconcord.org	Seniors	671-3419
Diaz	Raquel	raquel.diaz@cityofconcord.org	Centre Concord	671-3324
Galindo	Matt	matthew.galindo@cityofconcord.org	Aquatics & YouthSports	671-3477
Jackson	Sarah	sarah.jackson@cityofconcord.org	AS Enrichment	671-3118
Leavitt	Kathie	kathie.leavitt@cityofconcord.org	Willow Pass Center	671-3416
Monroy	Kathryn	kathryn.monroy@cityofconcord.org	Adult Sports	671-3074
Parada	Marla	marla.parada@cityofconcord.org	GUIDE	671-3327
Roke	Christopher	christopher.roke@cityofconcord.org	All others & all NEW	671-3319
Sanchez	Dario	dario.sanchez@cityofconcord.org	50+ /Travel/Spec Rec	671-3321

Parks & Recreation / 1950 Parkside Drive MS/10 / Concord, CA 94519
Dept # (925) 671-3404 / FX (925) 671-3449 / contractclasses@cityofconcord.org



PARKS & RECREATION DEPARTMENT INSTRUCTOR HANDBOOK

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I. Introduction

The information contained in this booklet is intended for current instructors and those who are interested in becoming instructors. The booklet is a resource of information related to teaching a “fee” class for the City of Concord Parks & Recreation Department.

As an instructor with the City, you are considered an independent contractor with distinct professional skills and expertise in the area in which you are providing instruction. It is also understood that the City does not perform the services that you offer as part of its regular business.

Additionally, as an independent contractor, you are in charge of organizing your curriculum, course instruction, and all materials as you deem appropriate for the class. Although the City will (if needed) provide a facility, park or site to teach your course, will coordinate enrollment of participants and provide some advertising through our Activity Guide, the City will not provide equipment or supplies for the program. The City will not dictate or control the manner in which you organize your course instruction or how you teach your course.

The City of Concord Parks & Recreation Department operates under the following Mission, Vision and Values statements and goals, and it is intended that the courses offered to its residents and others reflect these values and goals.

MISSION, VISION AND VALUES

City of Concord Organizational Mission Statement

Our mission is to join with our community to make Concord a city of the highest quality. We do this by providing responsive, cost effective and innovative local government services.

Our Vision for the Future

- w We will be a customer based, performance driven, results oriented organization, focused on finding the answer, solving the problem, and achieving positive outcomes.
- w We will partner with the Concord community to maximize resources, deliver high quality services, and be recognized as setting the standard for excellence.
- w We will be trustworthy guardians of the public’s resources.
- w We will make Concord a premier business location.
- w We will collaborate to provide “seamless” services that benefit both our external and internal customers, streamlining our work processes and removing barriers wherever they arise.
- w We will accept the challenge of change and be committed to continually enhancing the safety, environment, quality of life, and economic vitality of our community.
- w We will constantly look for new and better ways to deliver services. We will seek to be innovative, take reasonable risks, learn from our mistakes and always strive for excellence.
- w We will welcome diversity in our community and our work place.
- w We will conduct our work in an atmosphere of trust, respect and courtesy with open doors and open communication for our customers and each other.
- w We will provide ethical, dynamic and effective leadership, establish clear direction and priorities, and model the mission and values in support of our common Vision.
- w We will be accountable for our performance and our organization’s success, and be recognized for our achievements.

Organizational Values

Integrity and Trust

We say what we mean and mean what we say. We honor our word and keep our commitments. We are worthy of the public's and each other's trust.

Commitment to Service

We put our customers first. We respond to our internal customers and treat them with the same courtesy and respect as our external customers. We facilitate, enable, and problem-solve.

Partnerships

We place a high value on building partnerships with members of our community to assure we understand their needs and continue to deliver the services they desire in the most effective manner possible.

Innovation and Continuous Improvement

We strive for excellence in the quality and productivity of our work. We create a work environment in which we look for new solutions and experiment with innovative ways to do things—even if they don't always work the first time. We recognize the need to be dynamic in meeting the community's changing needs. Each and every employee is given the opportunity to develop and grow.

Performance Accountability

We set measurable performance goals which support the priorities of the City and our individual work groups. We are given the necessary authority, training and resources to enable us to achieve these goals. Performance reviews are conducted in a timely and effective manner. Employee advancement and other incentives are based on performance. We are proud of the professionalism, competency and dedication that exist throughout the organization.

Long Range Planning

We conduct long range strategic and financial planning to maximize service delivery and build the economic stability of the City. We practice sound fiscal management to protect the public's resources.

Team Work

We respect each other as individuals, and we take the time and effort to show it. Although certain positions have more decision-making authority, we treat all members of the organization with the same consideration for their ideas and concerns. We really listen to, and give each other honest feedback. We recognize partnerships among work groups and employees as essential to effectively maximizing resources and delivering high quality services.

Individual Worth and Diversity

We recognize and appreciate the uniqueness of each individual. We value the contribution made and the synergy created by different experiences and perspectives. We are committed to treating each and every person within the organization and the larger community with respect and dignity.

II. Why teach a class for the Concord Parks & Recreation Department?

The City of Concord Parks & Recreation Department is an innovative and progressive municipal agency, committed to improving the quality of life by providing recreational and leisure experiences in our community.

Parks & Recreation Department's Mission

To create community through people, parks and programs by engaging our citizens, building collaborative relationships and responsibly managing our resources.

Parks & Recreation Department Slogan

The Parks & Recreation Department is committed to being your Health and Wellness Partner.

Fitness, Friends, Fun...I'm Livin' It!

California Parks & Recreation Society (CPRS)

Brand identity is very important to CPRS. The CPRS slogan is in several places in this handbook. You will come to recognize the brand name as...

Parks Make Life Better

What can the department offer you as an instructor? Here are just a few features our department can offer you:

- § The City has great facilities. Centre Concord, Willow Pass Community Center, Concord Senior Center, Baldwin Park Dance Studio, Lime Ridge Center and many of the local schools are available year round for classes and workshops.
- § The City uses a technologically advanced computer registration system. The "Class" system allows us to maintain facility booking for your class and to process registration in an efficient manner. Instructors receive attendance reports, waiting list reports, and we can maintain databases to provide labels or email addresses for participant contacts in all classes. The system automatically reserve spots for waitlist participants when a cancellation in a class occurs. Participants can register for classes and programs through our internet registration web site www.ConcordReg.org.
- § We accept cash, checks, Visa, Mastercard and American Express for payments. We offer registration through five easy customer friendly ways including: ConcordReg online registration, fax, mail, drop-off, or in person.
- § Residents enjoy a resident discount for classes and programs.

- § The Parks & Recreation Department provides an extensive amount of marketing for all of its classes and programs. Classes are listed in the City News and Activity Guide three times a year:
- w Winter/Spring
 - w Summer and
 - w Fall

We print 55,000+ guides and mail to every resident and business in Concord. We also mail another several hundred to customers that live outside of Concord. The City News and Activity Guide is marketed via email to our customers, posted on Facebook and sent to the Concord Schools through Peach Jar.

In addition to the guide, the Parks & Recreation Department sends numerous eBlasts, News Releases, Facebook posts and more. In addition, we continually update our website for accurate information.

- § The department also has an email newsletter that is distributed to its database of customers with the most current class information that is available.

III. Submitting a Proposal

The process is simple: for your convenience you can find a class proposal form online at www.cityofconcord.org/pdf/recreation/contractor.pdf. This booklet also includes a proposal form in the back, which you can complete and return to the Parks & Recreation Department. **Please make a copy or tear out these pages but keep the booklet for future reference as it contains important information you will need to know.**

1. Two descriptions are needed. The first one is your written description that will help sell your program to the community in our Activity Guide. Work on communicating the benefits of the program and using “you” language for the best results. The Activity Guide description should not exceed 50 words. The second is about you (your business, your product, etc). This is a Bio of you. It will be used to help sell your class/camp or program via social media. Again, please keep it to 50 words.

Here is an example of a program description: Yoga (44 words)
Yoga reduces stress, improves concentration and helps prevent illness. Yoga also increases energy and vitality by promoting well-being. Join Yoga today and start to experience the amazing benefits of Yoga! The instructor has been practicing yoga for over 20 years. Bring a sticky mat.

2. You **must** include the dates & time(s) of your class. Be specific. This helps to determine facility availability, best fit, and to accommodate your class or program.
3. You **must** calculate your own price. Instructors are paid on a percentage of registration fees collected or a flat rate per student depending on the situation. To calculate the price, you should determine what you **need** to receive. Things to consider: price of the course/camp (is it competitive), set your minimum number of students based on your need and the agreed upon contractual percentage. Contract percentages begin at 50% depending on the situation.
4. Classes for which the department will not accept proposals for are as follows:
 - a. Programs that are similar to programs we currently offer (please review the most recent Activity Guide available online at... www.ConcordReg.org .
 - i. Some proposals may be filed for future consideration.
 - b. Programs that have been offered in the past but have been cancelled, unless you can demonstrate you have the necessary number of participants who are interested.
 - c. The department does not rent rooms in our facilities for the purpose of running classes or programs that are either similar to what we currently offer or that would otherwise be a fee classes offering.

5. Submitting a proposal does not guarantee that the class or activity will be automatically added to the City's public recreation offering or to the Activity Guide. Additionally, once added, there are no guarantees the department will automatically continue to offer the activity or program.
 - i. There is **no exclusivity** to instructors or the classes they teach.
6. Proposals are due several months in advance...for example, summer camps proposals are due the first Monday in December (which is more than 6 months in advance of programs starting).

City Holidays Observed

The City of Concord observes the following holidays and most facilities are closed on these dates so these should be avoided when you are proposing your class dates: **(Holidays may vary from year to year, check with the Supervisor working with you).*

New Years Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day (July 4)
Labor Day
Veterans Day
Thanksgiving and the day after Thanksgiving
Christmas Eve to New Years

If you are teaching in the local schools there are other non-student days (teacher work days), and/or early dismissals that should be avoided, or well-planned out when proposing your class dates. Check with the Program Supervisors on what these dates are each session.

IV. Contract Instructor Requirements

1. Fingerprinting (Live Scan) of Contract Instructors

State regulation is in effect regarding fingerprinting employees and volunteers involved in childcare and public recreation programs. The Public Resources Codes Section 5164 requires screening and fingerprinting of prospective employees having supervisory or disciplinary authority over a minor. As such, the City of Concord requires that all contract instructors and individuals who assist in the supervision of minors be required to comply with the law. Once your class proposal has been accepted, you will be given a Live Scan form and instructions on how to be fingerprinted. The Concord Police Department offers Live Scan background services. There is no charge from the City, but each instructor is responsible for the \$32 cost from DOJ (Department of Justice). Please provide a check payable to the City of Concord for \$32, and we'll handle the entire transaction for you. You can contact the Concord Police Department directly to schedule an appointment at (925) 671-3220. Schedule promptly as there may be a 2 week waiting period for an appointment. The Concord Police Department is located at 1350 Galindo Street, Concord.

2. Tuberculoses (TB) Testing Results

The City of Concord requires that all employees and contractors working with minors provide proof of current (within the past two years) TB testing results. If it has been some time since you were tested, please schedule an appointment with your health care provider and complete the test prior to your first day of class. Most health care providers provide TB testing as part of your annual check-up. Test results must be submitted to the City of Concord prior to the start of your class.

3. W-9 Form

Under the United States Internal Revenue Code, the City of Concord is required to report the payment(s) we make to you each year. The City requires that individual contract instructors complete a W-9 Form along with supporting documentation or if the contractor is a business they can provide a Tax ID number.

4. Agreement for Instructor Services Contract

Each Instructor will enter into an Annual Contract for Instructor Services with the City, which shall be executed by all parties prior to the start of the first class of instruction. A fully executed and signed copy can be sent to you upon request. For a sample contract in this booklet please see the forms section at the back of this manual.

5. Insurance

As an independent contractor for the City of Concord Parks & Recreation Department, there are a few things you should know about liability and insurance.

1. The City of Concord is self-insured in the case of any liability claim occurs against it. However, the City's insurance 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.
2. There are a few things you can do to protect yourself.
 - a. Check with your homeowner's insurance company to see if you have personal liability coverage that does not have any restrictions for off-site incidents, or incidents that occur away from your home.
 - b. We work with Hub International, and they offer inexpensive insurance for independent contractors. If you are interested in this option, please contact the Program Supervisor and we'll help you get this process started.
 - c. You can make arrangements with any insurance carrier that you'd like.
3. The Risk Management Authority has given guidelines for which types of classes an instructor should be required to provide insurance. A judgment is made on the potential for exposure (a claim) based on common sense approach. Therefore, some sports that have a higher potential for injury, such as gymnastics, aerobics and martial arts, will be riskier than basket weaving. We will work with the individual contractor to let you know if you are required to carry insurance, or if you will be required to provide coverage to the City as an additional insured on your policy. Any contractor not required to carry insurance should evaluate their own circumstances before determining whether to carry liability insurance or not. The lower the risk, the lower the premium and visa versa.
4. If insurance is required, the City of Concord requires contract instructors to obtain general liability insurance of \$1,000,000 per occurrence and \$2,000,000 aggregate. An additional insured endorsement is required that names "The City of Concord, its officers, agents, employees and volunteers" as additionally insured on the policy may also be required, together with a Certificate of Insurance.
 - a. For specific insurance requirements, please see the FORMS section at the back of this manual.

V. Class Fees

1. Class Fees

Instructors are responsible for setting their own class prices. The Manager/Supervisor will provide assistance on current market conditions. The contract instructor and Manager/Supervisor can negotiate a final fee. The Instructor will receive a negotiated percentage of the enrollment fees collected by the City for course(s) taught by the Instructor. Non-resident fees and processing surcharges, described below, are not included in the calculation of the enrollment fees.

2. Non-Resident Fees

The City of Concord imposes a non-resident fee to individuals who do not reside in the City of Concord. The non-resident fee of \$5.00 added to the enrollment fee. Instructors do not receive the non-resident fee portion collected. This is a surcharge imposed by the City.

3. Other Surcharges Fees

For all classes: there is a \$3.00 processing fee imposed by the City of Concord that goes toward the Parks & Recreation Department's marketing efforts specific to the production of the Activity Guide. Instructors do not receive any portion of these fees.

4. Materials Fees

A materials fee is any fee that is not charged by the City of Concord and is collected and payable directly to the instructor. These fees are typically consumable items that the student benefits from in the class. These fees are never collected nor charged by the City and are the sole responsibility of the instructor to collect. It is important that materials fees are listed with the course description and in all promotional media.

5. Discounts

Instructors in coordination with the Manager/Supervisor may offer discounts and/or incentives to students to register for classes. Some discounts may include but not limited to multiple family or sibling discounts, multiple class discounts, new student or trial offers etc. Bear in mind that discounts lower instructor compensation for the class or camp and are only permissible with approval by the Manager/Supervisor.

6. Prorate of Fees

The City of Concord does not prorate class fees as a rule. This means when a student signs up for a class after it has been started the student is expected to pay the full class fee for that class. Prorating fees does lower instructor compensation for the class. It is however at the discretion of the Manager/Supervisor in consultation with the instructor that some exceptions can be made to prorate a class fee for a student.

VI. Policies and Procedures

1. Refunds, Transfers and Customer Service

The policy regarding enrollment fee refunds is stated in the 3 seasonal Activity Guides (Winter/Spring, Summer and Fall). Full refunds or credits are granted up to five (5) full business days before the start date of a class/camp. There are no refunds for non-attendance, one-day workshops, trips or materials fees. This is not a fixed policy. Often the department grants refund exceptions because of medical problems, moves out of the area or when customers are dissatisfied.

2. Quality Assurance

The City of Concord is an organization that is “customer based, performance driven, results oriented, focused on finding the answer, solving the problem and achieving positive outcomes.” We stand by our word and our programs. Our Quality Assurance statement to our customers: “Try our classes, if after attending the first class, you are not happy with the quality of the program, call us right away. Tell us what was wrong so we can make it right. If you call before the second class we will give you a full refund or credit.”

3. Class Cancellations

We try to avoid cancellations of classes whenever possible as our aim is to keep our customers happy and coming back. However, when classes do not meet their minimum enrollment agreed upon by the City and the instructor, they may need to be cancelled or combined. The City will make every effort to work with instructors to run classes at their absolute minimum required. It is better to run a class at a low minimum than to cancel and potentially lose customers.

- If an activity, class or camp is cancelled by the City, the City will refund the students, and inform both the participants and the instructor of the cancellation.
- If an activity, class or camp is cancelled by the Instructor, the Instructor will need to inform the participants.

Class cancellations may result in lower or no payment to instructor. Make-up classes are encouraged whenever possible, instructors should work with Supervisor/Manager to help expedite this process.

4. Percentages for Contract Instructors

Although the City does not have a firm policy with regard to instructor compensation it follows guidelines set by the Learning Resources Network (LERN); consistent with how other cities in the area compensate and other market forces. The average instructor compensation is between 50 and 60% of resident fees collected for classes held in City or school facilities. Where there is not a facility involved or if the class is done in a facility provided by the instructor the percentage may be greater for the instructor. If held at a facility where there is a cost, the percentage may be less for the instructor.

5. Americans with Disabilities Act (ADA)

The ADA is federal legislation, which 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.

It is the policy of the City of Concord to fully comply with the provisions of the ADA, and to make reasonable accommodations to individuals with vision or hearing impairments or other disabilities so that they can have an equal opportunity to participate or benefit, unless an undue burden would result. Physical barriers must be removed if removal is readily achievable (i.e. easily accomplished and able to be carried out with out much difficulty or expense). If not, alternative methods of providing the services must be offered. Public accommodations may not discriminate against an individual or entity because of the known disability of an individual with whom the public entity or its representatives is known to have a relationship or association.

6. Harassment in the Workplace

It is the policy of the City to provide an environment free of unlawful discrimination in its work place, programs and activities. Unlawful discrimination, including sexual harassment and harassment on the basis of race, sex, religion, color, age, national origin, ancestry, marital status, medical condition, sexual orientation, or physical or mental disability, will not be tolerated by the City. The City of Concord has a “zero tolerance policy.” That means you will be disciplined for violating this policy, up to, and including termination of your contract.

7. Mandated Reporters Administrative Directive

Under California state law, individuals that have direct contact or supervisory control over children and children programs are considered “mandated reporters” for purposes of reporting child abuse or neglect to designated agencies or to the Police Department. Licensed care givers for elder or dependent adults also have similar mandated reporting requirements.

Although Instructors are not employees of the City and not legally considered “City mandated reporters”, the City encourages Instructors to be trained in recognizing potential abuse of children, elder or dependent abuse and to make reports of suspected abuse as provided for in the City’s Administrative Directive on Mandated Reporters. An acknowledgement form of the duties imposed by the mandated reporting law is included at the back of this handbook.

VII. Customer Service

As noted in the City's Mission, Vision and Values we are a customer-driven organization. In a customer-driven organization the focus is on meeting and exceeding the needs and expectations of the customer. The Parks & Recreation Department has established a list of best practices in customer service to follow, these are known as the Six Service Somethings.

Six Service Somethings

Make It Your Own: Demonstrate knowledge of the City's Mission, Vision and Values. Look for ways to improve processes and services to customers. Find ways to make a difference.

Learn and greet customers by name. You may not always be able to give them exactly what they want, but you can always give them your respect and attention.

Everything Matters: Focus on every detail, lead by example and remain open to learning.

It is estimated that in 7 seconds of contact, a customer will form 11 impressions about you and our organization:

Clean	Credible	Confident	Professional	Knowledgeable	
Attractive	Friendly	Helpful	Responsive	Empathetic	Courteous

From these impressions they will make one of three decisions:

1. Dislike: they will not come back.
2. Indifferent: they will change to another place of business when another comes along.
3. Like: they will return.

Words are only 7% of your message, the tone and reflection in your voice is 38%, body language, posture, hand gestures, eye contact, make up the remaining 55%. It all helps customer form an impression – it all matters.

Surprise and Delight: Be excited to serve customers, do the unexpected and go beyond expectations.

1. Always greet your customers immediately.
2. Smile! A genuine smile can connect with someone and convey a message beyond words.
3. Ask how you can help them or if you can do anything else to assist them.

4. Go the extra mile – take ownership of the question, the compliment or the problem.

Embrace Resistance: All complaints happen for a reason, view them as challenges and work as a team to find positive solutions. Mistakes only become failures when you don't learn from them.

Remember when dealing with difficult customers you should:

1. Listen without interrupting
2. Agree with their right to complain
3. Thank them for telling you
4. Acknowledge their emotions
5. Repeat their words
6. Apologize for the problem/inconvenience
7. Take action
8. Follow-up with the customer

Choose your Attitude: Attitudes are contagious, let yours make someone else's day. Have passion for what you do.

Your attitude is the key! It will be reflected in your body language, tone of voice, and the clothes you wear. Remember you never get a second chance to make a first impression.

Play: Create a productive and exciting learning environment. Find the joy in all we do.

Let loose and get silly at times! Customers enjoy seeing a light-hearted attitude. It is possible to be professional and also have fun!

Some facts about the Importance of Customer Service

1. It costs six times more to attract a new customer than it does to keep an old one.
2. A typical dissatisfied customer will tell 8-10 people about their problem.
3. If you resolve a complaint, 54-70% of customers will do business with you again. This goes up to 95% if the customer feels that the complaint was resolved quickly.
4. Of those customers who quit doing business with us, 68% do so because of an attitude of indifference by the organization or a specific individual.
5. An unhappy customer remembers an incident for 23.5 years and talks about it for 18 months.
6. Customers who have complained to an organization and had their complaint satisfactorily resolved will tell an average of 5 people about the positive treatment they received.

VIII. After Your Proposal Has Been Selected

After your proposal has been accepted you will need to meet with the Manager/Supervisor to complete the Contract Instructor Requirements covered earlier in the handbook and to discuss your proposed class in greater detail. The following are important matters you need to be aware now that you will be teaching classes with the City of Concord.

1. Instructor Contracts

Instructors now enter into an Annual Contract that covers the three Activity periods of each year: Winter/Spring, Summer and Fall. Please take the time to read your contract and sign the last page. Return all pages of the contract. Do not remove any pages! A fully executed and signed copy of the contract will be emailed to you at your request. No instructor shall begin teaching a class/camp without an executed contract on file with the City. A sample copy of the contract is included in the back of this handbook. See the Forms section.

If insurance is also required due to the nature of your class, you will need to provide proof of insurance and/or the appropriate Certificate **and** additional insured endorsement to the Manager/Supervisor with your signed contract for approval by the City Attorney's Office. If required, no class shall be conducted without the approval by the City Attorney's Office that the insurance requirements have been met.

2. How to Check Your Course Enrollment

Once we have begun taking registration for a new session you can inquire about your enrollment in a number of ways.

- a. First, you can visit our online registration web site at www.ConcordReg.org and see how many remaining spaces are left in your class. If you know the min/max enrollment set up for your course it is easy to figure out.
- b. Second, you can email or call the Manager/Supervisor at contractclasses@cityofconcord.org and to receive this information.
- c. Third, you may call Registration at (925) 671-3404.

Please keep in mind that you are not the only contractor, and a lot of time goes in to coordinating each session. Thus, whenever possible start with looking on **ConcordReg.org** first.

3. Course Attendance Sheet and Waiver

You will receive a course attendance sheet that includes an attached waiver prior to your class starting. These can be emailed to you in .pdf file format upon request. We may also fax a copy of the roster to you in advance of the class as well (if needed). Course attendance sheet and waivers are also available at Centre Concord, Willow Pass Community Center and the Sr. Center if you teach at these facilities. It is recommended that you get your roster in advance of the class and then an updated roster on the day of your first class. Updated rosters may be requested and is recommended in order to verify your registration in case of drop-in students who do not show up on your attendance sheet. Instructors do not get paid for students that do not show up on the class roster.

The attendance sheet and waiver contains two parts. The first is the actual attendance sheet that contains the student names and a place for the student, parent or guardian to sign. The second part is the waiver and release of liability. It is important that the student or in the case of minors, that the parent or guardian signs under the student's name understanding and acknowledging the release of liability that is contained on the waiver page. This is very important! After all the signatures have been obtained, the instructor is responsible for returning both the attendance sheet and the original attached waiver to the Manager/Supervisor. It is not a complete document without both the attendance sheet and waiver, so please do not separate them and be sure to turn in all pages.

The City does not require that attendance is taken each week of class but it is recommended that instructors do this. It is helpful if customers request a credit or refund for classes not attended for whatever reason. All attendance sheets will be emailed, and instructors can print out additional copies as needed. The original course attendance sheet and waiver must be turned into the Manager/Supervisor once all signatures have been obtained. A sample course attendance sheet and waiver is included in the back of this handbook. See the Forms section.

4. No Shows

If a participant does not show up for the first class, please give the participant a call to remind him or her of the next class if you have multiple classes. It is the participant's responsibility to remember the classes/camps that they have signed up for, but it is a good customer service to call your participants (phone numbers are printed on the course attendance sheet).

**Whenever possible, we recommend calling the participant before the first class to introduce yourself and remind them when class begins.*

5. Evaluation Forms

It is customary for the Parks & Recreation Department to send out evaluations to customers at the end of a session for the classes that took place during that period. This is not done every session but it is done frequently. Evaluation forms provide valuable information to the City and the instructor on what is working and what is not for a particular class. The evaluation covers the instructor's performance, material covered, registration process, facility and more. The City's goal is to achieve a 90% or greater overall customer satisfaction rating for all of its classes. A sample of the evaluation form is included in the back of this handbook. See the Forms section.

6. Payment to Instructors

Class instructors are on a payment schedule for each session and pay is requested of Finance at the conclusion of the instructor's class. Instructors are usually paid within two to three weeks, but it can take up to 30 days after the class completion date per the instructor contract. Payment is also contingent on receiving the course attendance sheet and waiver for the class.

IX. Facility Usage

Classes/Camps are housed in any number of locations including Centre Concord, Willow Pass Community Center, Concord Senior Center, Lime Ride Center, Baldwin Park Dance Studio, Markham Nature Park, Mount Diablo Unified School District, Concord Community Pool and other community facilities and/or parks. Placement of classes/camps in particular facilities will be determined by appropriateness, availability, marketability, and the instructor's request.

1. Facility or Classroom Set-ups

All class instructors must provide a diagram of how they would like the room or area set up. A room set-up form is included as part of this booklet (see the table of contents). Instructors are allowed access to rooms 5 to 30 minutes prior to their class to set up their rooms (****depends on what is going on in the facility ahead of you****). If more time is needed, it must be requested and worked out with the Manager/Supervisor in advance. Instructors must always leave the room in the condition in which it was found. This means he or she must clean up any materials (art supplies, papers etc.) after the class ends. The instructor needs to supply a room set-up form to the Manager/Supervisor on how they want their room set up and what equipment may be needed. This information should also be provided in the initial class proposal form.

2. Facility Staffing

Most facilities have staff on duty to open and close the facility and provide limited support to the classes and programs. Exceptions include the Baldwin Park Dance Studio, Lime Ridge Center, and Markham Nature Park which require that a key be issued to the instructor.

3. Keys

If you teach at Baldwin Park Dance Studio, Lime Ridge Center, or Markham Nature Park, keys must be issued to the instructor. Lost keys are subject to a charge at the instructor's expense. Keys must be returned when the instructor's service to the City has concluded. The instructor must use great care with the keys and the facilities they use for their classes. Just as with other facilities, instructors are responsible for leaving these facilities in the same condition in which they were found. Any issues regarding the facility which may include but are not limited to the room's cleanliness, condition, security, emergencies etc. must be reported to the Manager/Supervisor immediately. In some cases, instructors may be given a contact number to reach the Manager/Supervisor during non-business hours.

4. Equipment

Other than tables and chairs the following equipment may be available for your class at Centre Concord, Willow Pass Community Center and Senior Center. Equipment must be reserved in advance for your class and

may not always be available. Please note that equipment will vary at each facility and may not be available at all locations.

Easels	Paper Pads
Dry Erase Board and Markers	TV / DVD player
Overhead Projector and Screen	Screen Only
Coffeemaker Only	Table Top Podium and PA
PA with Mic & Stand	Full Length Podium

Equipment you cannot use:

Instructors may not use the copy machines, fax machines or computers at any of the facilities. Plan to have copies printed at a local print shop. Do not ask the staff to use any of these items. Any printing needs should be arranged and coordinated directly with the Program Supervisor/Manager. Thank you.

5. Important Numbers

It is important to know the number of the Program Supervisor/Manager you are working with. Other numbers to put in your phone include the facility you are teaching at, as well as the Police Non-Emergency number (925) 671-3333. This can be a lifesaver if you arrive at a facility that is not open and you have a class coming up. There is an Emergency Stand-by list. Tell them who you are, where you are, why you are there, and what you need.

City Holidays Observed

The City of Concord observes the following holidays and most facilities are closed on these dates so these should be avoided when you are proposing your class dates:

New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day (July 4)
Labor Day
Veterans Day
Thanksgiving and the day after Thanksgiving
Christmas Eve and Christmas

If you are teaching in the local schools there are other non-student days that should be avoided when proposing your class dates. Check with the Manager/Supervisor on what these dates are in the session.

X. Safety

Above any other consideration, the Parks & Recreation Department, and by extension its contract class Instructors, must provide for the safety of the people who use its facilities and participate in its programs. It is not possible to list all the potentially unsafe situations that may develop. You must use your own best judgment at times, so think safety constantly and exercise all possible measures to prevent accidents, injuries and/or damage to property. Participants should also be encouraged to think in terms of safety. Take the time to explain to participants why they should be doing something. Remember, speak directly and concisely.

Some important points to remember are:

1. Be observant and anticipate problems. If you see an unsafe situation developing, intervene before it escalates.
2. Know where your participants are at all times. Keep them in sight. Be aware of the total surroundings at all times.
3. Do not divert your attention from the participants. **THEIR SAFETY IS YOUR # 1 PRIORITY.**
4. ALL accidents must be reported to the Program Manager/Supervisor at once, regardless of how severe it may be.
5. Instructors, as well as the City of Concord, can be held liable for any accident to people or property damage resulting from negligence.
6. Any accidents and injuries must be reported to the Program Manager/Supervisor within 24 hours.

Classroom Safety

1. Be well trained and current on all aspects of your teaching responsibilities.
2. Be properly certified and keep certifications current including CPR and 1st Aid training if you have them.
3. Communicate safe techniques in the activities you instruct and in the use of equipment and tools for the class.
4. Check for safety of equipment and identify and minimize any safety hazards. Keep work areas safe.
5. **Be sure that any equipment or tools used for the class are age and skill appropriate and have been approved by the City for use in your classroom.**
6. Follow industrial and professional standards for safety, as well as City and State codes.
7. Communicate knowledge of risk to students and warn of impending danger when there is a safety concern.
8. Be "liability conscious" in all classroom activities and minimize risk.
9. If there is a question as to the safety of an activity, the physical environment or participants, instructors should consult the City and the Program Manager/Supervisor before proceeding.

Accident Procedures

Any accident must be reported to the Program Manager/Supervisor and/or City staff on duty for proper attention regardless of how severe it may be.

In the event of a serious accident requiring emergency treatment, the proper procedure is as follows:

1. Do not move the victim; keep warm and calm.
2. Either you or a City staff should dial 911.
3. State your name, location, and nature of injury.
4. Let 911 hang up first.
5. Inform the Program Manger and/or City staff on duty to contact an emergency contact person such as a spouse, parent, guardian etc.
6. An Accident Report Form needs to be completed by either the instructor or by City staff on duty. These forms are available at the City facilities where you are teaching. A copy of the form is included in this booklet (see table of contents).
7. If you receive any questions regarding insurance or claims, refer those to the Program Manager/Supervisor.
8. Do not discuss incident or accident with anyone except with the participant, participant's family or City staff.

In the event the accident is not serious enough to warrant medical attention, the instructor must inform the parent or guardian, City staff on duty and Program Manager/Supervisor.

Liability

Individual instructors as well as the City of Concord can be held liable for any accident or injury to people or property damage resulting from negligence.

See the section on **Insurance** under **Instructor Requirements** section of this booklet for more information on Liability and how you can protect yourself.

XI. Promotion of Classes

All marketing materials used to promote classes must be approved by the Program Manager/Supervisor and the City of Concord.

1. Activity Guide

The Concord Parks & Recreation Department will place your description (or a modified version) in the Concord Activity Guide. It will also be listed on www.ConcordReg.org, the department's online registration web site.

2. Advertisements

Print media opportunities are not as vast or popular these days. But there are a few local periodicals that offer low cost advertising for local businesses such as the Contra Costa Transcript by the Contra Costa Times and The Concord Pioneer. These publications also have a community calendars online that are free to post activities on. There are several other resources to consider for marketing your class/camp. The most successful Instructors are the ones promoting their classes in a variety of ways...in addition to the City's efforts.

3. Flyers

All flyers produced for your class must be approved by the Program Manager/Supervisor you are working with, for content, layout course numbers, logs, etc. Instructors are responsible for printing and distribution of flyers unless otherwise negotiated and coordinated with the Program Manager/Supervisor. Any/all proposed flyers should be sent in 6-8 weeks prior to the start of classes/camps. The Mount Diablo Unified School District schools are now sending Peachjar flyers home electronically. IF you want to send a flyer through Peachjar, that will be up to you to create. You can purchase credits at www.peachjar.com.

4. Press Release

If you write a press release, remember to include the date, time, fee, course number and location of your class. The Program Manager should proof a draft of the press release before it is sent to the media. In some cases it may be revised by the City's Public Relations Manager and submitted directly by the City, in others, the instructor will need to submit to the media. Press releases are an inexpensive and effective way to promote your classes if the media publishes the information.

5. Special Events

The City sponsors a number of special events each quarter. In particular, the Downtown Events held in Todos Santos Plaza provide an opportunity for instructors to distribute promotional materials, organize demonstrations, or participate as artists themselves. If instructors teach classes in the After School Enrichment Program they may have the opportunity to do class demonstrations during the lunch period or to promote their classes as part of an organized school assembly.

6. City Cable TV Calendar

The City hosts a local TV channel where City maintains a community bulletin board and broadcasts public meetings etc. The department can post your class information on this bulletin board for the public to view.

7. Post Cards

The least expensive method for contacting individuals is via direct mail. The department maintains a current mailing list of its customers that can be used to promote its classes. Instructors should also develop and maintain a mailing list of their own that they can use.

8. On the Internet

Develop your own Web Site, Facebook & Twitter accounts. Be sure to “Like” the City of Concord’s Facebook page and “share” content with your friends/followers to help spread the word. Contact your local internet provider for information on how to create a web site. Most ISPs will give you a free web site as part of your service. Collect email addresses from your students and buy inexpensive software to do e-promotions.

9. Email Blasts (a.k.a. eBlasts) and eNews

The department will send out a regularly scheduled eBlast. This will help to promote classes that need assistance, or that are coming up in the near future. These eBlasts are sent to past participants/clients. We use this type of advertisement to promote many classes at one time.

10. New Media

The Parks & Recreation Department has been using social media for the past few years. We suggest that you do to. Like us on Facebook and/or Share our posts. It will help you and your fellow contractor in the long run. We also use it for networking, consumer review web sites, web blogs and other internet related mediums. It is understood that our customers are talking about our classes and programs, but we want to be sure that we are part of that discussion. One idea is to create a “group” on a social networking site such as Facebook or Twitter where your students can participate and you can generate enthusiasm around your class. Any New Media promotions of your class should be discussed and approved by the City before they are pursued.

Final Note – Promoting your class/camp is a lot of work. However, instructors who continue with the department session after session are the ones who employ many promotional ideas for their classes. If your class is dropped after one session, consider how much effort you took in making it a success!



PARKS & RECREATION DEPARTMENT
CLASS PROPOSAL FORM - FOR NEW & RETURNING CONTRACTORS

Send To: contractclasses@cityofconcord.org;

Fax To: 925-671-3449

(Please provide separate forms for each class or age group)

INSTRUCTOR INFORMATION

Last Name		First Name		M.I.
Name of Business or Organization				
Address		City	State	Zip
Home or Business Phone #		Cell #	Fax #	
Email		Web Address		
Who should checks be payable? <input type="checkbox"/> Individual or <input type="checkbox"/> Business		For tax purposes Only Social Security or Tax ID #		

CLASS DESCRIPTION

Proposed Class Title:

Class Description for Activity Guide (Include benefit statements and "you" language, **50 words max**)

CLASS PREFERENCES

Do you have a preference to teach this class? Weekdays Weekday Evenings Weekends

Day(s)/time(s) you'd prefer? _____ Day(s) / time (s) you can't teach? _____

CLASS INFORMATION

Age Min.	Age Max	Min. class enrollment	Max. class enrollment
Supply/Material Fee: (Payable to Instructor 1 st Class)		Items provided:	

Special Room Requirements:

Days	Start/End Date(s) Preference	Start/End Time(s) Preference	No Class Dates (i.e. Holidays)	# of Classes	*Suggested Course Fee	Per class Fee	(Office Use Only) Course Number

Office Use Only

Date Received	Staff Initials	CLASS Entry	Staff Initials
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CONTRACT INFO

***Suggested Course Fee** should account for the **contractual percentage split** between instructor and City.

- Compensation begins at 50% of collected fees (this is suggested and not an agreed upon amount).
- Compensation is based on **Resident rate only**. A \$3 processing fee and a non-Resident rate will be added to your suggested fee.
**i.e. IF you suggest class meets 5 times at a cost of \$100, the class would list for \$103 Res and \$108 non-Res. And...
 IF the class is a 50% agreement, you can expect \$50 per student that completes your class.*

AGE GROUP	SUBSECTION
<input type="checkbox"/> PreSchool (ages 2-5) <input type="checkbox"/> Adults (18 & up) <input type="checkbox"/> School Age (6-12) <input type="checkbox"/> Mature Adults (50 & better) <input type="checkbox"/> Teens (13-17) <input type="checkbox"/> Developmentally Disabled	<input type="checkbox"/> Arts & Crafts <input type="checkbox"/> Dance, Music & Performing Arts <input type="checkbox"/> Health & Fitness <input type="checkbox"/> Enrichment <input type="checkbox"/> Special Interest <input type="checkbox"/> Sports <input type="checkbox"/> Trips <input type="checkbox"/> Workshop <input type="checkbox"/> Other

ACTIVITY GUIDE DATES

- Fall (Sep - Dec); approximate due date = 1st week May (or earlier)
 - Winter/Spring (Jan - Apr) approximate due date = 1st week September (or earlier)
 - Summer (May - Aug); approximate due date = 3rd week January (or earlier)
- Your proposal should cover the same dates each guide covers. **Late or incomplete proposals** may result in not being part of the guide.*

REFERENCES

- New Contractor:** Please provide 3 references with phone numbers. **Continuing Contractor** with the City of Concord

Name	Phone	Email
Name	Phone	Email
Name	Phone	Email

INSTRUCTOR INFO

Your Experience and Qualifications:

Your Bio: skills, certifications, accomplishments...as they pertain to what you are teaching. This info may be used in in our Activity Guide, or on our social media i.e. the City of Concord's Facebook page, or in other marketing efforts. **Limit 50 words.**

INSTRUCTOR REQUIREMENTS

IF you are selected to teach a class through the City of Concord Parks & Recreation Department, there are a variety of things that you will be required to do, including, but not limited to the following...

- Insurance: City Attorney determines level of insurance. Businesses are required to name COC as additional insured \$1mil.
- Live scan (fingerprint): Independent contractors must get prints done. \$32 charge to DOJ. Businesses may provide letter (ask how).
- TB clearance (every 2 years): If working with minors (under 18), proof of TB clearance required. Business letter may apply (ask).
- W9: All contractors must provide an updated W9 annually.
- Independent Contractor Acknowledgment form: All contractors must sign this form annually.
- Mandatory contractor's meeting: All contractors must attend the contractor meeting annually.
- Other

Please provide camera ready photos (300dpi). Photos are encouraged during your classes. Please send all photos to the Concord Parks & Rec department at the information below...

Return Proposal Forms to: Concord Parks & Recreation Department / Attn: Contract Classes
 1950 Parkside Drive MS/10; Concord, CA 94519
 Fax Attn: Contract Classes (925) 671-3449 / email: contractclasses@cityofconcord.org

**All proposals will be reviewed by the Parks & Rec Marketing team and/or by a Marketing team member. We make no guarantees to work with your program just because you submit a form. Not all proposals are going to be a good fit for us or our facilities. In addition, if a class is not producing, we reserve the right to cancel classes and/or no longer offer the program.*



PARKS & RECREATION DEPARTMENT
CLASS PROPOSAL FORM - FOR NEW & RETURNING CONTRACTORS

Send To: contractclasses@cityofconcord.org;

Fax To: 925-671-3449

(Please provide separate forms for each class or age group)

INSTRUCTOR INFORMATION

Last Name		First Name		M.I.
Name of Business or Organization				
Address		City	State	Zip
Home or Business Phone #		Cell #	Fax #	
Email		Web Address		
Who should checks be payable? <input type="checkbox"/> Individual or <input type="checkbox"/> Business		For tax purposes Only Social Security or Tax ID #		

CAMP DESCRIPTION

Proposed Camp Title:

Camp Description for Activity Guide (Include benefit statements and "you" language, **50 words max**)

CAMP PREFERENCES

Number of **CAMP** Sessions _____

Full Day (9a-4p) Mornings (9a-Noon) Afternoons (1-4p)

When do you prefer to teach this **CAMP** in 2016? (check all that apply)

June 13-17 June 20-24 June 27-July 1 July *5-8 July 11-15
 July 18-22 July 25-29 August 1-5 Aug 8-12 Aug 15-19

CAMP INFORMATION

Age Min.	Age Max	Min. class enrollment	Max. class enrollment
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Supply/Material Fee: (Payable to Instructor 1st Class) Items provided:

Special Room Requirements:

Days	Start/End Date(s) Preference	Start/End Time(s) Preference	No Camp Dates (i.e. Holidays)	# of Days	*Suggested Camp Fee	Per day Fee	(Office Use Only) Course Number

Office Use Only

Date Received	Staff Initials	CLASS Entry	Staff Initials
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CONTRACT INFO

***Suggested Camp Fee** should account for the **contractual percentage split** between instructor and City.

- Compensation begins at 50% of collected fees (this is suggested and not an agreed upon amount).
- Compensation is based on **Resident rate only**. A \$3 processing fee and a non-Resident rate will be added to your suggested fee.
*i.e. **IF** camp meets 5 days at a cost of \$100, the camp would list for \$103 Res and \$108 non-Res. And...
IF the camp is a 50% agreement, you can expect \$50 per student that completes your camp.

AGE GROUP

PreSchool (2-5) School Age (6-12) Teens (13-17) Other _____

SUBSECTION

Day Camps Other _____

2016 SUMMER CAMPS ONLY GUIDE (SPECIAL EDITION...)

Summer Camps ONLY Guide (June 13 – Aug 19); Proposals Due... **December 1, 2015** (or earlier)

- All camps must be 5 days (M-F); Full Day Camps must be 9a-4p. Half Day Camps must be 3 hours 9am-Noon, or 1-4pm.
- **Things to consider when creating a camp:** parents work schedules, location of camp, etc.

Late or incomplete proposals may result in not being part of the guide.

REFERENCES

New Contractor: Please provide 3 references with phone numbers.

Continuing Contractor with the City of Concord

Name

Phone

Email

Name

Phone

Email

Name

Phone

Email

INSTRUCTOR INFO

Your Experience and Qualifications:

Your Bio: skills, certifications, accomplishments...as they pertain to what you are teaching. This info may be used in our Activity Guide, or on our social media i.e. the City of Concord's Facebook page, or in other marketing efforts. **Limit 50 words.**

INSTRUCTOR REQUIREMENTS

IF you are selected to teach a class through the City of Concord Parks & Recreation Department, there are a variety of things that you will be required to do, including, but not limited to the following...

- Insurance: City Attorney determines level of insurance. Businesses are required to name COC as additional insured \$1mil.
- Live scan (fingerprint): Independent contractors must get prints done. \$32 charge to DOJ. Businesses may provide letter (ask how).
- TB clearance (every 2 years): If working with minors (under 18), proof of TB clearance required. Business letter may apply (ask).
- W9: All contractors must provide an updated W9 annually.
- Independent Contractor Acknowledgment form: All contractors must sign this form annually.
- Mandatory contractor's meeting: All contractors must attend the contractor meeting annually.
- Other

Please provide camera ready photos (300dpi). Photos are encouraged during your classes. Please send all photos to the Concord Parks & Rec department at the information below...

Return Proposal Forms to: Concord Parks & Recreation Department / Attn: Christopher Roke

1950 Parkside Drive MS/10; Concord, CA 94519

(925) 671-3319 / Fax (925) 671-3449 / email: contractclasses@cityofconcord.org

**All proposals will be reviewed by the Parks & Rec Marketing team and/or by a Marketing team member. We make no guarantees to work with your program just because you submit a form. Not all proposals are going to be a good fit for us or our facilities. In addition, if a class is not producing, we reserve the right to cancel classes and/or no longer offer the program.*

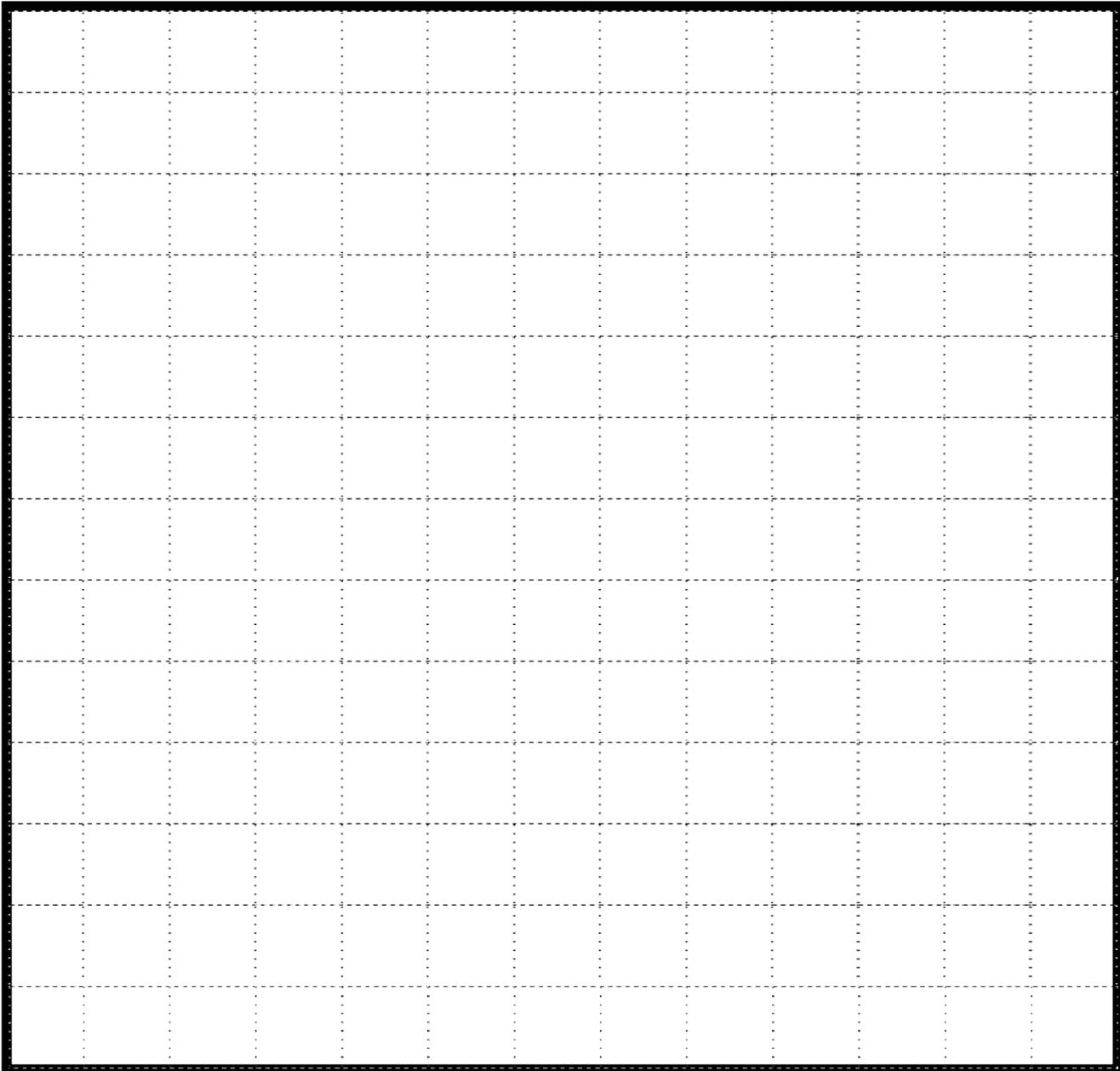
Classroom Floorplan

Class: _____ Instructor: _____

Chairs: _____ 3'x3' Table: _____ 3'x6' Table: _____

8'x18' Table: _____ 8'x30' Table: _____ 72" Round: _____

Equipment Needed: _____





Parks & Recreation Department
2748 E. Olivera Rd. (visit)
1950 Parkside Drive. MS/10 (mail)
Concord, CA 94519

CLASS REPORT

Request for Payment for Contracted Services

Date: _____

To: City of Concord Parks & Recreation Department

From: Instructor / Business Name:

Address: _____

Phone: _____ Fax #: _____ Email: _____

Course Information

Class Title: _____ Barcode #: _____

Class Dates: _____ Times: _____

Number of Participants Registered: _____

Number of No-shows / Cancelled Registrants: _____

Actual Number in Attendance: _____

Instructor Signature **Date**

Recreation Program Manager **Date**



ANNUAL CONTRACT FOR INSTRUCTOR SERVICES

Your Name
Street Address
City, State Zip

Phone: 1 (800) 555-5555
SSN/Tax ID:

THIS CONTRACT is entered into by and between the City of Concord ("City") and Your Name ("Instructor"). The term of this contract shall commence on 1/1/2016 and will expire or terminate on December 31, 2016 unless the parties agree in writing for an extension of this contract prior to the expiration date.

Description of Services: The City provides recreational classes and activities to its residents and other individuals. Classes and activities generally are offered during the three designated sessions of each year: WINTER/SPRING, SUMMER and FALL. Each session shall last approximately 4 months in duration. Specific class description(s) and time(s) for classes offered by Instructor shall be coordinated with the City's Parks and Recreation Department pursuant to the City's Independent Contractor Instructor Handbook.

Instructor has agreed to provide the following professional services for City on an annual basis under the terms and conditions set forth below:

Instructor services in recreation, enrichment, health and/or wellness classes, which may include but are not limited to courses as listed in Attachment "A".

Independent Contractor: It is understood and agreed that Instructor possesses distinct professional skills in performing the services described above and that City contracts for said services, in that City does not perform these services as part of its regular business. The parties further acknowledge that neither City nor its officers or employees shall have any control over the manner by which the Instructor performs this contract and that City shall only dictate the results of the performance. It is further agreed that Instructor shall provide his/her own personal tools and supplies at his/her own cost and expense.

Instructor understands and believes that services are being performed as an Independent Contractor. Nothing in this contract shall in any way be construed to make Instructor or any of its agents or employees as an agent, employee or representative of the City. Instructor is not entitled to any benefits, which are accrued by regular part-time or full-time City employees, including but not limited to workers compensation, unemployment and health insurance, tax withholding or retirement benefits. Instructor is also entirely responsible for payment of wages or other benefits of any persons employed by Instructor.

Instructor shall not be permitted to subcontract or assign any portion of this contract without the express written consent of the City.

Terms of Payment: In consideration of providing instructor services for its residents and other individuals as set forth above, City agrees to pay Instructor a portion of the enrollment fees, as listed in Attachment "B", collected by City for course(s) taught by Instructor, excepting from there all non-resident and processing surcharges. Payment is for professional services only and is not an hourly wage. City will not withhold from such sum any amounts for federal or state income taxes.

Instructor will be paid only for that part of the contract that he/she fulfills. Instructor also acknowledges and agrees to be subject to the City's policy on refunds of enrollment fees, which may result in a decrease in the payment to Instructor under the terms of this contract.

Instructor shall be paid within thirty (30) days of receiving confirmation of class/activity completion and Instructor agrees that the sum shall be full compensation for his/her services in performing this contract.

ANNUAL CONTRACT FOR INSTRUCTOR SERVICES

Cancellation of Contract or Class: The parties also acknowledge that City may cancel this contract or a class without cause and without further notice. Instructor may cancel this contract only by giving notice of intent to cancel sixty (60) days prior to commencement of each quarter period. Classes may be cancelled by the City at any time.

If a class program or class meeting does not occur because of Instructor's illness, or for any other reason, if it is feasible to do so, the makeup class is to be at a time selected by the Instructor and approved by the City.

Instructor acknowledges that City will request evaluations from class participants that may affect whether City will retain Instructor for future classes.

Indemnification and Insurance: Instructor agrees to indemnify, defend and hold harmless the City, its officers, officials, agents, employees and volunteers against any and all liability, claims, actions, causes of action or demands whatsoever against any of them, including injury or death of any person or damage to property or other liability of any nature, arising out of or in any way connected with the willful misconduct or negligent performance of Instructor.

- If this box is checked, Instructor agrees to provide proof of insurance, as described in the City's Independent Contractor Instructor Handbook.
- If this box is checked, Instructor agrees to insurance coverage to City, its officers, officials, employees, agents and volunteers as an additional insured with respect to liability or claims for damages arising out of activities performed by or on behalf of Instructor.

Background Investigation and Tuberculosis Testing:

- If this box is checked, Instructor agrees and promises to provide proof to City of background screening, pursuant to Penal Code Section 11105.3, of Instructor and/or Instructor's employees or volunteers who will have supervisory or disciplinary authority over minors in City programs or at City facilities, and to notify City if any of these employees or volunteers have been convicted of any criminal offenses and the nature of the offense. Pursuant to Public Resources Code Section 5164, City reserves right to prohibit the employment or hiring of any individual by Instructor if that individual has been convicted of any offense specified in Penal Code Section 11105.3(c)(1) or Public Resources Code Section 5164. Instructor agrees that Instructor and/or none of Instructor's employees or volunteers shall work with minors unless the proper screening and notification to City has taken place.
- If this box is checked, Instructor agrees and promises to provide a certificate to City showing that Instructor, and/or Instructor's employees or volunteers who are in contact with minors have been tested within the last two (2) years and found to be free of communicable tuberculosis, pursuant to Public Resources Code Section 5163.

Marketing and Advertising Material: Instructor shall coordinate and must obtain prior approval from City for all media activities in advertising or otherwise promoting the course or courses taught by Instructor through the City.

Adherence to City Handbook, Laws, Statutes, Ordinances and Regulations: By reference herein, Instructor agrees to adhere to all requirements and instructors specified in the City's Independent Contractor Instructor Handbook. Instructor also agrees to adhere to any and all laws, statutes, ordinance and regulations in the performance of this Contract, including but not limited to adherence to any mandated reporting laws, such as the Child Abuse and Neglect Reporting Act and Elder Abuse and Dependent Adult Civil Protection Act, the Americans with Disabilities Act or California disability laws, and any anti-discrimination or harassment laws or regulations. Instructor agrees to abide and adhere to the City of Concord Municipal Code and agrees to obtain appropriate sales tax permits, if necessary, from the State Board of Equalization.

ANNUAL CONTRACT FOR INSTRUCTOR SERVICES

Notices: All notices required herein shall be sent via first class mail to the parties as follows:

CITY
Parks & Recreation
1950 Parkside Drive MS/10
Concord, CA 94519

INSTRUCTOR
Your Name
Your Address
City, State Zip

ENTIRE AGREEMENT AND GOVERNING LAW: This Contract constitutes the entire agreement between the parties and may not be modified, amended or otherwise changes except by a writing executed by both parties. This Contract shall in all respects be interpreted, governed and enforced under the laws of the state of California.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates specified below.

Dated:

Dated:

INSTRUCTOR:

CITY:

By: _____

By: _____

Director, Parks and Recreation

APPROVED AS TO FORM

City Attorney

FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: _____, 20

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
DURING THE CURRENT FISCAL YEAR TO PAY THE ANTICIPATED
EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.

THE SUM OF \$ _____ Account Code

Finance Director's Signature

WAIVER AND RELEASE FROM LIABILITY / ASSUMPTION OF RISK

I acknowledge, with my signature, that I wish to participate in the following activity,

82489 Twilight Yoga

conducted in collaboration with the City of Concord's Community and Recreation Services Department. I am aware that serious accidents and injuries occasionally occur during recreational pursuits such as the Activity. In consideration of my participation in the Activity, **I knowingly and voluntarily assume all risks arising therefrom, and on behalf of myself, my heirs and assignees release the City of Concord, its officers, agents, employees and volunteers from any and all claims, liens, damages, lawsuits, or liability for property damage, injury or death, resulting from, arising out of, or in any way connected with my participation in the Activity.**

I agree and acknowledge that this Waiver and Release From Liability/Assumption of Risk shall apply even in the event that I suffer death, personal injury, or property damage as the result of negligent acts or omissions (other than sole, active negligence) on the part of the City of Concord, its officers, agents, employees, or volunteers. In the event that the individual participating in the Activity is a minor, I certify that I am his/her parent or legal guardian and I give my permission for him/her to participate in the Activity. I understand my signature is a legal and binding signature and will be considered original if received by fax.

USE OF PARTICIPANT PHOTOGRAPHS

In addition to the forgoing, I give consent to Concord Community & Recreation Services or any other media agency to photograph me (or the minor on whose behalf I am signing this waiver), and to use such photographs in brochures, newspapers or other forms of media describing City of Concord activities.

PARENT/GUARDIAN SIGNATURE (in lieu of roster signature page)

I, _____, am the parent/legal guardian of _____.

I have reviewed the above sections entitled Waiver and Release Form Liability/Assumption of Risk, and Use of Participant Photographs, and I agree to be bound by the terms and conditions described therein.



CONCORD PARKS & RECREATION
Lifelong Learning & Enrichment
Class Evaluation

We want to know what you think. Please take a moment to rate this class.

Class _____ Session _____

Instructor _____ Activity # _____

The instructor was:	Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
Knowledgeable and well prepared	<input type="checkbox"/>				
Enthusiastic and personable	<input type="checkbox"/>				
Responsive to my questions	<input type="checkbox"/>				
The content of the class:					
Met my expectations	<input type="checkbox"/>				
Was useful, interesting or fun	<input type="checkbox"/>				
The classroom facility was clean, comfortable and appropriate for the activity	<input type="checkbox"/>				
The staff on duty at the facility made us feel welcome and was responsive to our needs	<input type="checkbox"/>				
The registration staff was courteous and helpful	<input type="checkbox"/>				
The registration process was convenient and easy to use	<input type="checkbox"/>				
Overall, I was satisfied with this class	<input type="checkbox"/>				

I heard about this class from:

- | | | |
|---|--|--|
| <input type="checkbox"/> Activity Guide mailed to my home | <input type="checkbox"/> Peachjar | <input type="checkbox"/> A friend |
| <input type="checkbox"/> Flyer or other printed material | <input type="checkbox"/> Article or listing in newspaper | <input type="checkbox"/> City Web site |
| <input type="checkbox"/> Facebook | <input type="checkbox"/> Other Social Media | <input type="checkbox"/> Cable TV |
| <input type="checkbox"/> Other: _____ | | |

I prefer to register:

- On-line (www.concordreg.org)
 By fax
 In person
 By mail
 Other: _____

Comments

Customer Testimonial (Tell us what you thought of the class)

May we use this testimonial in our publicity?

- Yes No

Signature _____

Name (optional) _____ Phone (optional) _____

Please return this evaluation in the envelope provided. THANK YOU for helping us to serve you better.



INSURANCE REQUIREMENTS FOR FACILITY/FIELD RENTALS & RECREATION PROGRAMS

Type of insurance Required:	General Liability
Limits of Coverage:	<i>Bodily Injury:</i> \$1,000,000 per occurrence / \$2,000,000 aggregate <i>Property Damage:</i> \$1,000,000 per occurrence <i>Personal Injury:</i> \$1,000,000 per occurrence
Additional Insured Required:	The City of Concord, its officers, officials, agents, employees and volunteers must be named as additionally insured on the policy. A copy of the <i>Additional Insured Endorsement</i> must be provided along with the <i>Certificate of Insurance</i>.
Certificate Holder:	The Certificate holder is City of Concord <i>Attn: Risk Management</i> 1950 Parkside Drive, Concord CA 94519
Primary Insurance:	The coverage must be primary insurance as to the City of Concord. Companies issuing such policies shall be liable up to the total amount of liability without right of contribution from the City of Concord or its insurers.
Description of Operations:	The event information (i.e. facility description, date & type of event, expected attendance, etc)
Cancellation Notice:	The City requires a 30-day cancellation notice.

- Proof of insurance must be provided on an **original** certificate of insurance
- This document must be signed (a stamped signature will suffice)
- **The “Additional Insured Endorsement” must accompany the “Certificate of Insurance”**

Mail / Fax / Email both documents:

City of Concord – Parks & Recreation Department 1950 Parkside Drive MS/10, Concord, CA 94519
Fax: 925-671-3449 Attn: Christopher Roke, Recreation Program Manager, or email
contractclasses@cityofconcord.org

or Drop off both documents:

City of Concord – Parks & Recreation Department 1950 Parkside Drive MS/10, Concord, CA 94519
Attn: Christopher Roke, Recreation Program Manager

***If you have additional questions regarding insurance requirements please call:
City Attorney’s Office (925) 671-3160***



CITY OF CONCORD
**REPORT OF NON-EMPLOYEE PERSONAL INJURY OR
 NON-VEHICULAR PROPERTY DAMAGE/LOSS**

Instructions: Complete this form for all non-employee personal injuries or non-vehicular property damage/loss incidents. Forward original to City Attorney immediately following completion with the copy to the appropriate department head.

DESCRIPTION OF INCIDENT			
DATE	TIME	<input type="checkbox"/> AM <input type="checkbox"/> PM	LOCATION
NAMES OF WITNESSES TO INCIDENT		ADDRESS	PHONE NUMBER
1.			
2.			
Description of incident causing injury/damage/loss:			
PERSONAL INJURY			
NAME OF INJURED PERSON		ADDRESS	PHONE NUMBER
Nature of injury:			
Was medical treatment provided?			
<input type="checkbox"/> No <input type="checkbox"/> Yes, by whom?		_____	
		NAME OF PROVIDER	
PROPERTY DAMAGE			
Did the incident involve:			
<input type="checkbox"/> City property <input type="checkbox"/> Citizen property <input type="checkbox"/> Both			
Description of damaged or lost property:			
ANALYSIS OF INCIDENT			
What factors do you believe were instrumental in causing this incident? Please explain your rationale:			
What remedial action will be taken to prevent this type of incident from occurring in the future?			
SUBMITTED BY			
PRINTED NAME AND TITLE		SIGNATURE	DATE

PARKS & RECREATION DEPARTMENT

Memorandum & Acknowledgement



TO: Contract Class Instructors

FROM: Sarah Jackson, Program Coordinator
Christopher Roke, Program Manager

SUBJECT: After School Enrichment Program
Contract Instructor School Usage Procedures and Expectations

The After School Enrichment Program is a collaborative program between the Mt. Diablo Unified School District (MDUSD) and the City of Concord Parks & Recreation Department. The City has a unique opportunity to operate programs at the schools directly. This benefits the students, their parents, the City of Concord, and the instructor teaching the classes. Below is a list of responsibilities for all Contract Class Instructors to follow when teaching classes on site...

After School Enrichment Program – Contract Class Instructor Responsibilities:

- Q Prior to the start of the first class, Contract Class Instructors will receive a participant roster with parent email and/or phone numbers. This information is for the instructor to take attendance daily, collect signatures of parents, and for contact purposes.
 - o **Best practice suggestion:** upon receipt of the roster, send an email (and/or call) all parents of participants prior to the first class. Introduce yourself, and give parents an email and phone number to contact you (the instructor) IF their child will miss class.
 - *While this is a subtle move, it may make a huge difference in time saved on attendance.
- Q Attendance should be taken at the beginning of each class date. Instructors should have all parents/guardians sign the Class Attendance Sheet/Waiver, and return it to the Concord Parks & Recreation Department at the conclusion of the program.
 - For Non-Attendance...**
 1. Notify parents of each child missing, AND notify...
 2. Program Coordinator, Sarah Jackson (925) 250-5483, sarah.jackson@cityofconcord.org OR
 3. Program Manager, Christopher Roke (925) 671-3319, christopher.roke@cityofconcord.org.
 - *IF you do not receive a class roster. Instructors may also obtain the roster by contacting the Registration Office during business hours (10am – 12noon & 1-3pm) at 671-3404.
- Q Instructors will receive blank Emergency Cards to print out and give to each student on the first day of class. Parents can fill it out and return on the second day of class. Class participants should only be released to those designated by the parents per the Emergency Card. Once course session is over, send the completed & signed Attendance Sheet in for the payment compensation process to begin.
- Q Instructors should arrive on school site at 15 minutes prior to the start time of the class. **(Remember parking may be limited as parents are picking up students at the same time your class begins.)**
- Q If an Instructor cannot arrive to the school site on time, the instructor **must** notify the school office directly, as well as Sarah Jackson (925) 250-5483 or Christopher Roke (925) 671-3319.

- Q Instructors should check-in at the school’s main office each day to sign-in as a guest and receive a guest pass. Each school varies, so please check your location.
- Q Instructors are expected to take care of school facilities and property and leave facility and property in the same condition that it was received. **Example:** IF you have a messy project, make sure you bring the appropriate covers for tables/chairs/floor, so you do not damage school property. **Any damage to school property will be the responsibility of the contractor, not the City.**
- Q **Do not bring students to the school office.** School personnel are not responsible the students in the afterschool classes. A parents’ contact information is on the roster we provide you, as well as on the Emergency Card that you are to collect. Instructors are responsible for the supervision of the students in their class, for the duration of the class and until...
 - o A parent or guardian picks them up from the classroom,
 - o Released to school day care provider (after all the other students have been picked up, Instructors need to walk students, who are in the daycare, over to their room).
 - o They have provided you a note that allows them to walk home.
 - o Students **are NOT allowed** to walk to the parking lot for pickup, unless you are with them.
- Q **Late Pick-up Fee Policy:** Parents can be charged a late fee when children are not picked up by the stated end time for an After School Enrichment Class. There is a late fee of \$5.00 after the first 10 minutes and \$1.00 for every minute thereafter charged to the parent/guardian picking up their child that day. The late fee charge shall be paid by the parent/guardian picking up their child that day to the instructor. Please inform Sarah Jackson if you need late fee forms to give out to parents.

In case of an emergency the Parks & Recreation Department Registration Office is open 10 am–12noon & 1–3pm at (925) 671-3404 or contact Sarah Jackson at 671-3118/250-5483 or Christopher Roke at 671-3319, Christopher.Roke@cityofconcord.org.

Acknowledgement: Contactor Class Instructor – After School Classes Document:

By signing this Acknowledgement...I understand that the City of Concord is committed to maintaining a safe work environment and that as a Contract Class Instructor, I agree to fully cooperate with the safety efforts of the City. I further agree to follow all safety rules, use good judgment concerning safe work behavior and report any safety hazards. I report to the Youth Program Coordinator and/or Manager. I am aware that any failure to follow prescribed safety rules, regulations and/or procedures which results in injury to myself or other(s), or creates or contributes to a dangerous situation may lead to the termination of the contract with the City of Concord.

THE PARKS & RECREATION DEPARTMENT'S AFTER SCHOOL POLICIES AND PROCEDURES HAS BEEN PROVIDED TO ME AND I UNDERSTAND THAT I HAVE CERTAIN RESPONSIBILITIES, AS AN INSTRUCTOR WITH THE CITY OF CONCORD, WHICH ARE DESCRIBED IN THE ABOVE DOCUMENT.

PRINT INSTRUCTOR / AGENCY & REPRESENTATIVE NAME

INSTRUCTOR / AGENCY REPRESENTATIVE SIGNATURE DATE



Sample Information

**PARKS & RECREATION DEPARTMENT
YOUTH PROGRAMS STAFF CONTRACT**

I AGREE THAT I WILL:

1. Take the responsibility that I have accepted of caring for children seriously;
2. be mindful of each child's need for respect and acceptance;
3. be mindful of every child's need for clear limits and self-control;
4. be mindful of every child's need for clear boundaries and privacy;
5. ask for help if I feel at risk of being impulsive or overstimulating with children (and that I will ask the right person);
6. allow myself to talk about youth program matters in a serious way;
7. be respectful of my fellow staff by not sharing more with them than is relevant to the youth programs or is fair to their sense of privacy;
8. listen "truly listen" when others are sharing;
9. support my fellow staff by applauding, listening, spotting, encouraging, pitching in, confronting or doing what seems helpful at the time in order to maintain a safe environment;
10. have fun in ways that are safe to myself, the youth programs and others;
11. do what I need to do in order to maintain an envelope of physical and emotional safety at the youth programs.

SIGNATURE

DATE SIGNED

PRINT SIGNER'S NAME

PRINT WITNESS' NAME



Sample Information

PARKS & RECREATION

AFFIDAVIT REGARDING STAFF CONDUCT AND STAFF-TO-CHILD CONTACT

NAME _____

Guidelines for the Discipline of Children

I understand and accept the following:

1. Staff may, under no circumstances, hit a child.
2. Staff may not use abusive or derogatory language with children.
3. A staff member who encounters a particularly difficult child will seek the assistance of supervisory or administrative staff.
4. In all dealings with children, staff should strive to *respond* as opposed to *react* to children.

Guidelines for Staff-to-Child Contact

I understand and accept that when touching children, the following guidelines should be followed:

- § on the hand, shoulder or upper back;
- § never against a child's will (unless in the case of clear and present danger of the child);
- § never against a child's discomfort, whether expressed verbally or non-verbally;
- § in the company of other adults;
- § never when it would have the effect of over-stimulating a child;
- § never in a place on a child's body that is normally covered by a bathing suit, unless for a clear medical necessity, and then *only with supervision by another adult*.

Staff Responsibility

I understand and accept that I am a caregiver of children.

I understand that there is a clear power difference between myself and the children. (Money, mobility, authority, experience, knowledge, different set of rules.)

I understand that inappropriate sexual contact with or physical abuse of a child can have severe emotional and psychological effects on that child that can last a lifetime. These reactions can be so severe, they can require intensive professional intervention which can be disruptive to the victim's life as well as time consuming and expensive.

State Laws Pertaining to Child Abuse

I am aware of the following:

- § definition of "mandated reporter"
- § purpose of law
- § clarification that a report is based on suspicion of abuse, not proven abuse



Sample Information

- § summary of procedure (time frame, reporting agency, information requested)
- § penalty for not reporting

Guidelines for Staff

I understand and accept the following:

- § There is no “hazing” of children by children or staff;
- § younger children should be encouraged to change their own clothes as much as possible;
- § staff will set limits with children who “cling” or hang on them;
- § staff will not give back rubs;
- § tickling or teasing a child to the point where that child is out of control is unacceptable;
- § wrestling matches and the like can become over-stimulating in short order and need to be ended immediately;
- § romantic lives of staff can, under no circumstances, be shared with children;
- § all staff, especially male, working with adolescent females need to be aware of the tendency for this group to develop hidden or secret fantasies;
- § *whatever is done with children should be done in broad daylight, with company!*

Other Instructions

I agree to the following:

- § To watch for signs of stress in myself and others as a way of maintaining a safe environment;
- § to help other staff who seem at risk for hurting or abusing children;
- § to alert senior or supervisory personnel to dangerous or “at-risk” situations between children and staff;
- § to ask for more supervision, intervention or support;
- § to seek help myself if I feel at risk for hurting, overstimulating or abusing a child.

Furthermore, I am attesting, by signing below under penalty of perjury, to the fact that I have read over, understand and accept the rules, guidelines and standards of conduct outlined in this document.

SIGNATURE

DATE SIGNED

PRINT SIGNER'S NAME

PRINT WITNESS' NAME



Sample Information

PARKS & RECREATION
CHILD ABUSE AND NEGLECT REPORTING LAW
(P.C. 11166) Reporter Responsibility and Sample Form

Definitions—The following situations are reportable conditions:

- Physical abuse
- Sexual abuse
- Child exploitation, pornography and prostitution
- Neglect
- Extreme corporal punishment resulting in injury
- Willful cruelty or unjustifiable punishment

Who reports—The following individuals are legally mandated reporters:

- Child care custodians
- Health practitioners
- Commercial film or photographic print processors in specified instances
- Child protective agencies

When to report—A telephone report must be made immediately when the reporter observes a child in his/her professional capacity or within the scope of his/her employment and has knowledge of, or has reasonable suspicion that the child has been abused. A written report, on a standard form, must be sent within 36 hours after the telephone report has been made.

To whom do you report—You have a choice of reporting to the Police or Sheriff’s Department or the Probation Department or Child Welfare Agency. Each county has preferred reporting procedure. Commercial film or photographic processors report only to law enforcement.

Individual responsibility—Any individual who is named in the reporting law must report abuse. If the individual confers with a superior and a decision is made that the superior file the report, one report is sufficient. However if the superior disagrees, the individual with the original suspicion must report.

Anonymous reporting—Mandated reporters are required to give their names. Non-mandated reporters may report anonymously. Child protective agencies are required to keep the mandated reporter’s name confidential, unless a court orders the information disclosed.

Immunity—Any legally mandated reporter has immunity when making a report. In the event a civil suit is filed against the reporter, reimbursement for fees incurred in the suit will occur up to \$50,000. No individual can be dismissed, disciplined or harassed for making a report of suspected child abuse.

Liability—Legally mandated reporters can be criminally liable for failing to report suspected abuse. The penalty for this misdemeanor is up to six months in county jail, a fine of not more than \$1,000 or both. Mandated reporters can also be civilly liable for failure to report.

Notification regarding abuse—You are not legally required to notify the parents that you are making a report; however, it is often beneficial to let the parents know you are reporting for benefit of a future relationship.

I understand that I am a legally mandated reporter. I have clarified any information listed above which I did not understand, and am now aware of my reporting responsibilities, and am willing to comply. I have also requested an explanation of reporting policies within this agency and understand them as well.

YOUR NAME

WITNESS (Supervisor)

DATE

Everyone working with children falls under the **Child care and custodians** category, and thus legally mandated to report.



INDEPENDENT CONTRACT INSTRUCTOR ACKNOWLEDGEMENT

THE INDEPENDENT CONTRACTOR MANUAL HAS BEEN PROVIDED TO ME AND I UNDERSTAND THAT I HAVE CERTAIN RESPONSIBILITIES, AS A CONTRACT INSTRUCTOR, WHICH ARE DESCRIBED IN THIS MANUAL.

PRINT NAME OF CONTRACTOR

PRINT NAME OF BUSINESS/ORGANIZATION

CONTRACTOR SIGNATURE

DATE