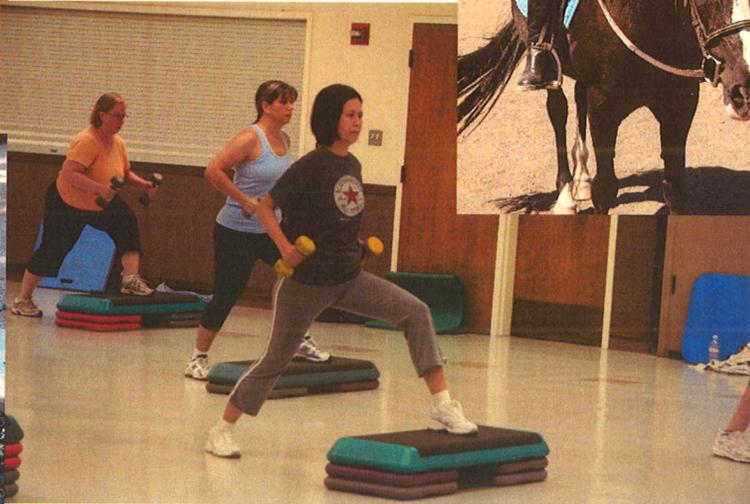
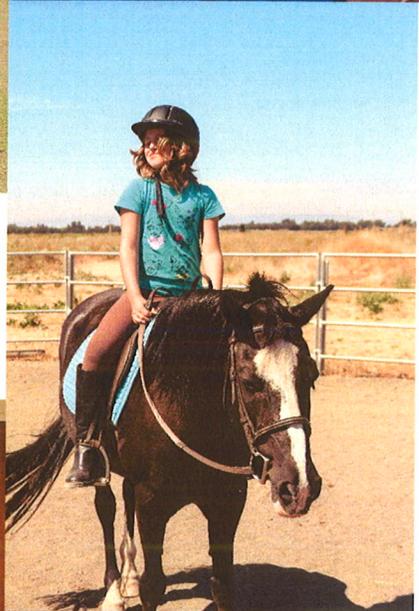


City of Davis Community Services
Creating Quality of Life

Independent Contract Instructor Handbook



City of Davis Community Services
600 A Street, Suite C
Davis, Ca 95616
530-757-5626
www.cityofdavis.org

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Welcome and Introduction

Thank you for your interest in becoming an Independent Contract Instructor with the City of Davis. We are excited about the possibility of working together to reach our common goals and to jointly serve our community. Davis Community Services staff is dedicated to building strong community connections through the provision of educational and recreational opportunities. We believe that the benefits of participating in social recreation programs, classes and events are more important to the community than the activity itself.

This handbook explains policies and procedures that must be followed in your work with the City of Davis. The handbook provides requirements on becoming an Independent Contract Instructor with the City, guidelines and tips for managing your activities, and, most importantly, what you will need to know about handling an incident or emergency. The information contained in this handbook is intended to serve as a resource for Independent Contract Instructors as they begin providing classes and activities for the Davis community.

OUR HISTORY

The City of Davis was founded in 1868, with the majority of its growth surrounding the Southern Pacific Railroad Depot. The City was originally named Davisville for Jerome C. Davis, a prominent local farmer. The Davisville post office shortened the town name in 1907, and the name change became official when the City incorporated in March 28, 1917. The City of Davis is a university-oriented city, with a population of just over 65,000. It is a unique university and residential community, internationally known for its commitment to environmental awareness and implementing progressive and socially innovative programs.

Closely tied to the community's history is the University of California at Davis, with a student population of approximately 32,000. UC Davis was established in 1908 as the "University Farm School". From its beginnings as an agricultural community, UC Davis is now recognized internationally for its contributions to life sciences, agriculture, veterinary medicine, biotechnology, medical technology and engineering.

OUR COMMUNITY

Davis is noted for its desirable quality of life, its seeming small town atmosphere, engaged citizenry, and extensive parks and open space network. Davis' park amenities range from picnic facilities, ball fields, swimming pools, and wildlife habitat. Serving as a crossroads for the community, Central Park includes the U.S Bicycling Hall of Fame, California Bicycle Museum and the national award-winning Davis Farmer's Market.

Davis is also known for its pioneering efforts in addressing environmental and social issues. A good example of the City's commitment to sustainable community design is its unmatched bicycle and pedestrian network. Over 50 miles of bicycle paths connect neighborhoods, schools, parks, shopping centers, the University and the downtown, and has led to the highest per-capita bicycle ownership rate in the nation. Residents of Davis are active in local, national, and international political causes, sports, arts and community organizations. The Davis community combines the right blend of safe neighborhoods, convenient retail and service establishments, and cultural amenities for a variety of tastes and plentiful recreational activities.

OUR MISSION

The mission of the City of Davis Community Services is to enrich and enhance resident's lives by providing quality programs, services and experiences. Davis Community Services provides a wide variety of recreational opportunities, including youth and adult sports, alternative recreation for persons with disabilities, aquatics, community events, gymnastics & dance, outdoor education, senior services, special interest classes, specialty camps, teen services, and facility, field and pool rentals. Our vision is to provide and maintain recreation facilities, programs and services that help make people's lives better and the community more healthy, livable, and enjoyable.

OUR VALUES

The core values of Davis Community Services are: Accountability, Fairness, Inclusiveness, Leadership, Making a Difference, Quality, Service and Vision. We hope, as a representative of the City, Independent Contract Instructors and their assistants will also help exemplify these values out to our community through their various activities.

CUSTOMER SERVICE PHILOSOPHY

Our goal is to deliver the highest quality inclusive recreation programs possible to our community in a balanced and equitable manner. As an organization, it is important we understand the manner in which we treat our customers will have a lasting effect on the way our organization is perceived. Therefore, the services you provide as an Independent Contract Instructor must be easily understood by the customer and effectively address the customer's needs or interests. Remember, you represent a face to the overall City and your actions reflect back to the perception they have of the community. Independent Contract Instructors must always be cognizant of their responsibilities to assist the City in building a healthy community.

Overview of Proposal Process

DEFINITION OF AN INDEPENDENT CONTRACT INSTRUCTOR

A person or business who performs services for the City under an express or implied Independent Contract Instructor Agreement and who is not subject to the other's control, or right to control, the manner and means of performing the services; not as an employee. This means both parties will be acting in an independent capacity and not as agents, employees, partners or joint ventures of one another. Independent Contract Instructors are not an employee of the City of Davis, and are not entitled to any of the rights, benefits or privileges of City employees (i.e. contractors are not entitled to unemployment benefits or workers compensation from the City of Davis).

Example of Duties

- Works with the City to insure physical spaces in which activities are conducted are safe and comfortable for participants
- Works with the City to develop and disseminate promotional materials which are descriptive, accurate, and focused on the needs and desires of participants
- Ensures all registration and liability waiver requirements are complete for each participant
- Develops a rapport with participants which affords insight into customer satisfaction and works to overcome any potential barriers to participation
- Observes scheduled class times, uses only authorized equipment and leaves facilities in good, clean and safe condition
- Provides City program staff with attendance information, participant feedback, accident/incident information, etc.
- Assists the City in the dissemination and collection of completed participant surveys and activity evaluations

Qualifications

- Must be able to demonstrate significant knowledge of proposed class subject
- Must have the ability to present class information in a satisfying manner for participants
- Prior teaching experience is desirable, but not required.

WHY TEACH A CLASS WITH DAVIS COMMUNITY SERVICES?

Davis Community Services has provided recreational and leisure experiences to Davis residents and the surrounding communities for over 100 years. Here are just a few features our division can offer you as an Independent Contract Instructor:

- The City of Davis has a wide range of both indoor and outdoor community facilities. All of these facilities are maintained to assure the comfort of instructors and participants alike. Facilities range from small classrooms or conference rooms, with room capacities of 10–20 people, to large multipurpose spaces, with room capacities exceeding 300, to various parks and athletic fields.

- Davis Community Services utilizes a registration software system, called “RecTrac.” The system allows us to maintain facility booking for your class and to process registrations in an efficient manner. Independent Contract Instructors may receive attendance reports, wait list reports, and we maintain the database to provide participant main contacts for all activities. The system also easily reserves spots for waitlist participants when a cancellation in a class occurs.
- We accept VISA and MasterCard, cash and checks for activity payments. We offer registration through five easy customer friendly ways including, online registration, mail, telephone, fax, or in person. For those individuals and families that may be on limited incomes, we also offer a fee scholarship program that assists in offsetting up to 50% of the program registration fees.
- Davis has become known for their quality and quantity of recreational offerings. There is a strong emphasis on quality assurance, and Community Services staff will often conduct customer satisfaction surveys or site inspections on a re-occurring basis.

HOW TO SUBMIT A CONTRACT CLASS/INSTRUCTOR PROPOSAL

The process is simple. Toward the end of this handbook (see Attachment C – page 28), is a Contract Class/Instructor Proposal form, which you may use to submit your proposed activities on. Please remove these pages or make additional copies as needed, and return them to the main registration office, located at 600 A Street, Suite C, Davis, CA 95616. Online forms are also available on the City’s web site at www.cityofdavis.org

1. Two descriptions are needed. The first activity description is a brief written summary that sells your activity to the public and will be printed in the City’s seasonal recreation activity guide. The course description should be approximately 60 words (+–) or less, using future tense and addressing the reader directly, using “you” instead of the less personal term of “students”. Please make any skill levels, material fees or other course requirements clear for the reader. For example:

Leadership & Public Speaking

Wow the crowd! Learn all the basic skills and techniques needed to be a successful public speaker in this interactive course for new and continuing students. You’ll prepare a speech, improve your communication skills, and advance through the different levels of speech – then show off your new skills in a formal speech showcase at the end of the course!

The second activity description should provide a more detailed overview of your proposed activity. Program staff needs to know what your program focus will be, the methods of learning, and the associated program outcomes.

2. All the proposed dates of your class for a specific season must be completed. Please do not leave the dates blank because City program staff will not consider your Contract Class/Instructor Proposal without all the necessary information completed. If you are proposing to use a City facility, please note all facility information is managed through our computerized registration system, and dates must be entered before conflicts can be detected.

3. The Independent Contract Instructor is responsible for communicating equipment and supply needs with Community Services staff in advance. In the initial discussion about the Contract Class/Instructor Proposal, the equipment and supply needs must be identified. If class equipment or supplies are to be purchased by Community Services staff, funding arrangements will need to be discussed and included within the Independent Contract Instructor Agreement.

4. Independent Contract Instructors must compute their own class pricing. IRS rules regarding contracting for activities prohibits the City from setting your pricing. The City will provide information to the Independent Contract Instructor on specific cost recovery standards to assist with class pricing as established by the Davis City Council. Independent Contract Instructors may also determine their per hour rate in the following way:
 - a. Select the lowest fee per hour you are willing to work, multiply this fee by the number of hours you will spend in teaching this class. Divide the total by the minimum number of students you will accept in the class. Now, multiply this number by .60 (if using a City facility) or .65 (if using your own facility). Now add this number to the lowest fee per hour and you will get a suggested base fee for your class. Don't forget to include any potential materials fees.
 - b. For example:
 $\$40 \text{ minimum instructor fee per hour} \times 1 \text{ hour per class} \times 4 \text{ days per session} = \$160 \text{ Instructor fee}$
 $\$160 \div 10 \text{ person minimum} = \$16 \text{ minimum class fee (rounded up to nearest dollar)}$
 $\$16 \times .60 = \$9.60 \text{ per person (Independent Contract Instructor's portion)}$
 $\$40 + \$9.60 = \$50.00 \text{ minimum class fee (rounded up to the nearest dollar)}$
 $\$50 \text{ per class} + \$10 \text{ materials fee per student} = \60 class fee

5. Classes for which Community Services staff will not accept proposals for are as follows:
 - a. Activities that are similar to those which the City currently offers (we suggest you read the most recent copy of the City's seasonal recreation activity guide available online at www.cityofdavis.org)
 - b. Activities the City has offered in the past that were cancelled due to lack of interest, unless you can demonstrate you have the necessary number of participants who are interested in participating in the specific activity.

6. Submitting a Contract Class/Instructor Proposal does not guarantee the activity will be added to the recreational offerings of the City of Davis Community Services. Program or activity approvals by the Community Services Superintendents are dependent upon the amount of specific information contained in your Contract Class/Instructor Proposal form; the subject matter's potential for meeting the City's programming needs and priorities, demonstration of the Independent Contract Instructor's subject knowledge and teaching experience, and the availability of facilities.

Additionally, once added, there are no guarantees the Davis Community Services will continue your class offering for future seasons. The City of Davis Community Services reserves the right to cancel any activity or class as a result of low or no attendance for two consecutive seasons.

SEASONAL ACTIVITY SCHEDULE DEADLINES

Season	Proposed Class Dates	Deadline to Submit Class Proposals	Anticipated Public Distribution Date
Fall	September 1 – December 31	April 1	August
Winter/Spring	January 1 – May 31	July 1	November
Summer	June 1 – August 31	November 1	March

Independent Contract Instructor Requirements

CITY BUSINESS LICENSE REQUIREMENT

All Independent Contract Instructors doing business in the Davis city limits are required to obtain and maintain in good standing a City of Davis Business License. Business Licenses may be obtained through the City's Finance Department located at City Hall, 23 Russell Blvd. Acquiring the license typically takes two weeks and the Business License tax is usually based upon the prior calendar year's gross receipt sales. For businesses located outside Davis, only receipts generated in Davis will be used for this calculation. For frequently asked questions, application forms, or more specific information, you may go online to the City's web site at: <http://administrative-services.cityofdavis.org/fiscal-services/business-licenses>

CONTRACTOR TUBERCULOSES (T.B.) TESTING

The City of Davis requires all Independent Contract Instructors and Instructor Assistants working with the public provide proof of current (with in the past two years) T.B. 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 submitting a Contract Class/Instructor Proposal. Some health care providers provide T.B. testing at no cost. Test results will be required to be submitted to the City of Davis prior to approving your Independent Contract Instructor Agreement.

FINGERPRINT CLEARANCE AND BACKGROUND CHECKS

As a condition of the Independent Contract Instructor Agreement, the City of Davis requires all Independent Contract Instructors and Instructor Assistants, at their own expense, shall submit to fingerprinting and a Department of Justice (DOJ) criminal background screening prior to teaching any activities with the City. This DOJ screening confirms the Independent Contract Instructor or their Assistants have no criminal convictions.

If the Independent Contract Instructor has employees, prior to the first day of an activity, the Independent Contract Instructor must certify to the City that said employees have been fingerprinted and have passed a DOJ background check. Any Independent Contract Instructor or Assistant will not be allowed to teach an activity without this documentation.

INCOME TAX REPORTING

Independent Contract Instructors are not considered City employees, and therefore, are not eligible for City benefits. It is the Independent Contract Instructor's responsibility to pay all income taxes, as the City of Davis does not withhold State or Federal Income Tax, but does report earnings to the IRS through Form 1099. All Independent Contract Instructors will be required to complete a W-9 form.

INSURANCE & WORKER'S COMPENSATION REQUIREMENTS

The City of Davis is a member of a self-insured insurance pool through the Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA). YCPARMIA is the insurance company for the City of Davis, not individuals or businesses with whom the City contracts. Therefore, the City's insurance will not defend or pay out on claims brought against an

Independent Contract Instructor. Therefore, if a liability claim were to occur against you and the City of Davis, you could be responsible for defending yourself, and potentially paying a claim brought against you.

It is also important you understand the Independent Contract Instructor Agreement with the City does not equal employment. You will be under contract as an Instructor, and are not entitled to the wages and benefits associated with full or part-time employment with the City of Davis. While an Independent Contract Instructor may seek employment with the City, your status as an Independent Contract Instructor does not give you any “special consideration” prior to, during or after the recruitment process.

Independent Contract Instructors are required to provide and keep in force a Certificate of Liability Insurance. The City of Davis requires Comprehensive General Liability Insurance, including owned and non-owned and with a minimum combined single limit in the amount of one million dollars (\$1,000,000) per occurrence for bodily or personal injury to, illness of, or death of persons, and damage to property. All such Liability Insurance shall name the City, its officers and its employees as an additional insured.

If the Independent Contract Instructor has employees, the Independent Contract Instructor is also required to provide the City with verification of Worker’s Compensation Insurance, as required by California Labor Code 3700 et seq.

MONITORING PERFORMANCE OF INDEPENDENT CONTRACT INSTRUCTORS

Davis Community Services staff may periodically review reports and records of the Independent Contract Instructors. Independent Contract Instructors may be required to supply noteworthy events or problems, work accomplished, and important future work or activities. This information is often distributed as part of City newsletters, quarterly performance reports, etc.

Inspection: Davis Community Services staff will periodically inspect the work of Independent Contract Instructors. The inspection can be completed with or without the Independent Contract Instructor’s knowledge and can be completed by internal staff, other professionals, or volunteers.

Review of Complaints: A second monitoring approach is to review complaints or comments received regarding the performance of Independent Contract Instructors. Davis Community Services staff will be vigilant in seeking out or addressing complaints or dissatisfied customers.

Review of End-User Satisfaction: A final monitoring technique is a user’s or citizens’ survey, which this division reserves the right to conduct. This may take the form of a printed survey handed to the participants and collected afterwards or returned via mail; electronically (via Internet, email or telephone); or face-to-face dialogue with a staff person. Users of the services are usually most knowledgeable of their own level of satisfaction with services and what can be done to improve the quality of operations.

City Policy and Procedures

AMERICANS WITH DISABILITIES ACT (ADA)

The ADA is federal legislation, which 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 Davis Community Services 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 they can have an equal opportunity to participate, 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 without 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.

Participants requiring accommodations are requested to notify the Inclusive Recreation Coordinator four (4) weeks prior to the start of a class in order to discuss individual needs. The City will make all reasonable modifications to policies and procedures to ensure people with disabilities have an equal opportunity to access all City programs, services and activities. The City will not impose unnecessary eligibility standards or rules denying individuals with disabilities the opportunity to participate in services, programs and activities.

CLASS CHANGES & CANCELLATION POLICY

It is important classes and activities start and end as advertised. Community Services staff will alert students to changes in dates or class times by including class dates, holidays and planned absences in the promotional materials when known. However, if changes occur after the seasonal recreation activity guide is published, Independent Contract Instructors are also expected to remind students of deviations from the regular program format with reminder signs and verbal announcements at the beginning and end of the activity the week prior to the expected change or as soon as possible.

Occasionally a class must be cancelled due to insufficient enrollment. The Independent Contract Instructor will be informed of the cancellation no later than two (2) full working days prior to the scheduled start of the program or earlier if at all possible. Every attempt is made to give potential students an ample amount of time to enroll in the class, as well as, anticipate the inevitable students who sign up the day of the class. If an activity is cancelled by the City, the City will issue refunds or household credits to registrants.

In the event a class needs to be cancelled on the part of the Independent Contract Instructor, the Independent Contract Instructor must contact Community Services staff, with whom you coordinate your class offerings, as soon as possible. Community Services staff will be responsible for contacting the registrants regarding the class cancellation, rescheduling, transfers, or refunds.

CLASS REFUND & TRANSFER POLICIES

All cancellation and transfer requests by customers must be submitted via e-mail to registration@cityofdavis.org or in person at the Community Services office, located at 600 A Street, Suite C.

Per the City of Davis Refund Policy (subject to change), customers will receive the following:

- 95% refund if a refund is requested 13 or more business days prior to the start of the activity
- 75% refund if a refund is requested 7-12 business days prior to the start of the activity
- 50% refund if a refund is requested 2-6 business days prior to the start of the activity (if a class begins on a Monday, the refund request must be received by Thursday before the class starts)
- No refund or credits will be given for refund requests received less than one full business day prior to the class starting date.

Customers who wish to transfer from one program to another, that has openings, may do so up to 7 business days in advance of the activity starting without a fee. Transfers must be for the same participant. Transfers requested 1-6 business days prior to the start of the class will be charged 25% of the total cost of the class, including non-resident fees. Programs you wish to transfer into must be held within the same seasonal recreation activity schedule.

CLASS WAITING LISTS

Once a class is full, the registration staff will begin a waiting list. The participant's name will only be added to the waiting list if the registration staff cannot place the individual in their second program choice. Participants cannot be on a waiting list and enrolled in a class of the same type for the same period of time. Any participant already enrolled is removed from wait lists for the same time period.

COMMUNICATIONS/INTERACTIONS WITH PARTICIPANTS AND GUARDIANS

Davis Community Services staff values community input, even when it may contain comments that demonstrate a need for continued improvement. Any citizen/customer contact received by an Independent Contract Instructor concerning the contracted services must be addressed by the Independent Contract Instructor, and Community Services staff should be notified of the nature of the concern. This will ensure we are providing the best possible services to the community as well as aiding us in pinpointing services that need improvement.

The Independent Contract Instructor must not have unobserved contact with individual class participants at any time. Parents and/or caregivers should be invited and encouraged to visit program sites at any time and do not need to ask permission to do so.

The Independent Contract Instructor is also prohibited to use any participant information, rosters, mailing lists, etc. for any purposes other than authorized City use.

COMMUNICATIONS WITH STAFF

It is important to maintain a clear line of communication between the City and the Independent Contract Instructor. As an Independent Contract Instructor, if you have any questions,

concerns, or issues regarding your activity, your first point of contact is the Program Coordinator or Supervisor with whom you coordinate your class offerings.

A lot happens throughout the year, so we encourage Independent Contract Instructors to stay connected with Community Services staff through the use of email or telephone. Community Services staff will periodically send out emails pertaining to your instructor payments, enrollment information, class rosters, and other important news pertaining to your activity.

DISCRIMINATION AND HARASSMENT

The City of Davis has a strong, zero tolerance policy against any form or type of discrimination and harassment by, among, or to its representatives. Discrimination and harassment can be defined as any behavior that is disrespectful and causes discomfort to another person, be it physical, verbal, visual, or sexual. Independent Contract Instructors and their assistants are responsible for their own actions/conduct and that of the class participants, and must never engage in discrimination and harassment because of an individual's protected classification.

FAIR SHARE POLICY/NON RESIDENT FEES

City of Davis residents make a significant contribution to the ongoing financing and operations of the City of Davis Community Services through annual property and income tax payments and other assessments. The Fair Share policy is intended to apportion to non-residents an equalized fee, so they contribute to the overall financing of the City of Davis Community Services on an equitable basis with residents. It is hoped this policy will not only give equal treatment, but also a better understanding of fees and overall financing to both residents and non-residents.

A non-resident fee will be charged for all youth living outside the Davis Joint Unified School District boundaries and all adults living outside the Davis city limits. Generally, the non-resident fee is 10%, but some activities may have a lower fee based upon the nature of the activity.

GIFT CERTIFICATES AVAILABLE

Gift certificates are available for purchase and may be used toward any recreation program, facility, field or picnic area rental offered through Davis Community Services. Gift Certificates can be given anytime for every occasion in any denomination. Some restrictions may apply. For more information on how to purchase gift certificates, participants may visit the Community Services main registration office at 600 A Street, Suite C, or by calling (530) 757-5626.

INSTRUCTOR PAYMENT POLICY & PROCEDURES

Effective January 1, 2014, a standard of 60/40 percent of the registration received (excluding non-resident and administrative fees) will be applied to compensate all new Independent Contract Instructors utilizing City facilities as a location for their scheduled activities. A standard split of 65/35 percent of the registration received (excluding non-resident and administrative fees) will be applied to all new Independent Contract Instructors who do not utilize City facilities as their activity location. Existing Independent Contract Instructors may be phased into the new percentage splits standards during the Winter/Spring 2014 season, with all Independent Contract Instructors on the new standard rates by the Summer 2014 season. Fees

for materials and supplies are considered separate class fees that are payable directly to the Independent Contract Instructor, and are not calculated into the percentage split calculations unless otherwise arranged with Community Services staff. Independent Contract Instructors may opt to direct participants to an appropriate source for class materials (i.e. Michaels or other supplier), or build the cost of supplies into the class fee.

Depending on the duration of the class, Independent Contract Instructor payments will be issued within 30 days of completing an activity, or approximately every 15 days for reoccurring activities. If class payment is not received within four (4) weeks after the class has ended, please contact the Program Coordinator or Supervisor, with whom you coordinate your class offerings, to check on the status of your payment. Independent Contract Instructors cannot be paid for any participant that does not appear as being paid in full on the master copy of the activity roster, regardless of whether or not they have observed or attended the class. All students must be paid in full for the activity prior to the second class meeting. It is the responsibility of the Independent Contract Instructor to ensure all participants are fully registered, and have a Liability Waiver on file at the main registration office. Independent Contract Instructors will also not be paid for any "Quality Assurance/Satisfaction Guaranteed" refunds.

Please notify the Program Coordinator or Supervisor, with whom you coordinate your class offerings, if you have any changes to your personal or organization's contact information submitted with the original Contract Class/Instructor Proposal form as soon as possible to avoid any unnecessary delays in your instructor payments.

MANDATED REPORTING

Independent Contract Instructors and their assistants are considered Mandated Reporters under the "California Child Abuse and Neglect Reporting Law". This means if the Independent Contract Instructor or their assistant "has knowledge of or observes a child whom he or she suspects has been the victim of child abuse or neglect...", a report must be filed with Child Protective Services or the Davis Police Department immediately. Types of reportable situations may include, but are not limited to, any type of possibly physical injury, suspected sexual abuse or exploitation, willful cruelty or unjustified punishment, unlawful corporal punishment, neglect (severe or general), or abuse in an Out-of-Home Care (e.g. daycare).

Independent Contract Instructors and their assistants are also considered Mandated Reporters under the "Elder Abuse and Dependent Adult Civil Protection Act". This means if the Independent Contract Instructor or their assistant "has knowledge, or reasonably suspects, that types of elder or dependent adult abuse have been inflicted upon an elder or dependent adult, or his or her emotional well-being is endangered in any other way...", a report must be filed with Adult Protective Services or the Davis Police Department immediately. Types of reportable situations may include, but are not limited to, any type of possible physical abuse, neglect, financial abuse, abandonment, isolation, abduction, or other treatment, resulting in physical harm or mental suffering. The deprivation by a care custodian of goods or services that are necessary to avoid physical harm or mental is also considered a reportable offense.

PHOTO DISCLAIMER

The City of Davis may from time to time photograph or videotape program participants and recreational users of city facilities, and uses these photographs or videotapes in its promotional materials. Unless informed otherwise at the time a participant registers for an activity, Community Services staff will presume consent to be photographed or videotaped has been given by facility and program users.

As part of the Independent Contract Instructor Agreement, the Independent Contract Instructor grants full permission to the City for use of his or her name and photographs, videos, motion picture or recordings for any publicity and promotion purposes without obligation or liability to the Independent Contract Instructor.

PROFESSIONAL CONDUCT

Although Independent Contract Instructors are not City employees, they do represent the City and as such must conduct themselves in a professional manner; this includes dressing and speaking professionally, and supporting the City of Davis' policies, procedures and decisions. Independent Contract Instructors are to maintain a professional relationship with participants and parents or guardians of minor participants at all times.

PROGRAM BEHAVIOR POLICIES

It is the goal of the Community Services staff to provide safe, positive and fun experiences for all participants in our programs. In order to achieve this goal, the following program policies must be adhered to:

- Participants and instructors must be respectful of the feelings and properties of others
- Participants shall not interfere with the learning of other participants
- Participants shall follow instructions and rules as stated by their instructor
- Participants shall not verbally or physically harm another person or property
- Participants and instructors shall use appropriate language

Consequences for misbehavior are usually progressive and reflect the severity of the unacceptable behavior. Listed below is a progression of discipline, however, one should note the discipline may not be sequential and one severe act could lead to dismissal from City programs and activities.

- Warning
- Time Out
- Telephone call to parent/guardian
- Removal of the participant for the day or temporary suspension from the program
- Dismissal from the program or activity

No refunds will be given if a participant is dismissed from a program as a result of misbehavior.

REGISTRATION PROCESS AND LIABILITY WAIVERS

The City of Davis shall be responsible for and have complete control over the registration of participants. To assist customers and Independent Contract Instructors, Community Services staff is available during regular business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., including the lunch hour) to process activity registration. Under no circumstances is an Independent Contract Instructor to accept activity payments, registration or liability forms. If a participant shows up to an activity but is not enrolled, the individual is only authorized to observe the class/activity.

To better serve the community, the following methods of registration are available: 1) online, 2) by mail or fax, 3) by telephone, or 4) in person at the Community Services main office. Unless otherwise arranged in advance with Community Services staff, participants must pay the full fee at the time of registration.

In addition to paying the class registration fee, all participants must sign a liability waiver at the time of registration before engaging in an activity. Our liability waivers have been designed by the City Attorney to have force in litigation cases, and cannot be modified. Independent Contract Instructors may not allow students to participate in an activity until you know they are registered and have a signed liability waiver on file at the Community Services main registration office. Please direct these individuals back to the main registration office, where Community Services staff will help them fill out the required forms in a timely manner.

RELEASING MINORS AND PARTICIPANTS WITH SPECIAL NEEDS

At the end of the activity, the Independent Contract Instructor must not release minor children and/or participants with special needs to anyone other than the authorized parent, or guardian (for special needs, the person may be released to his/her attendant). Never release a child or individual with special needs to someone who is unknown or of whom the participant expresses fear or uncertainty. The Independent Contract Instructor must stay until all participants have left the facility.

If a minor participant has not been picked up from an activity at its conclusion, it is the Independent Contract Instructor's responsibility to call any phone numbers listed on the class roster to attempt to reach a responsible adult for pick-up. If, after 30 minutes, no parent/guardian has arrived and you have not been able to reach anybody by telephone, you are to call the Davis Police Department for assistance (530-747-5400). After contacting the Davis Police Department, notify your Program Coordinator or Supervisor with whom you coordinate your class offerings.

SAFETY OF PARTICIPANTS

Prevention is our first goal. Most accidents/incidents can be prevented by practicing sound safety rules and procedures and by consistent monitoring on the part of the Independent Contract Instructor. The Independent Contract Instructor's primary responsibility is to ensure the safety of participants involved with the activity. The Independent Contract Instructor should visually inspect the program areas and facilities in which they are working in. If any aspect of the area appears unsafe, it is the responsibility of the Independent Contract Instructor to notify

the Program Coordinator or Supervisor, with whom you coordinate your class offerings, and take actions that will ensure participant safety.

Despite everyone's attention to safety, sometimes participants do get hurt, or incidents happen. When these situations occur, it is essential you complete an Accident or Incident Report Form (see Attachments A and B – pages 24 and 25). These forms provide the necessary information for additional follow-up if necessary, and documentation in the event of litigation. All Accident/Incident Report forms must be turned into the Program Coordinator or Supervisor with whom you coordinate your class offerings within 24 hours of occurrence.

It is also the Independent Contract Instructor's responsibility to know where the first aid kit is located for all facilities in which they provide services. We also encourage Independent Contract Instructors to purchase their own first aid kits and bring them to all classes. For minor first aid (band-aids, etc.) the first aid kit will suffice, and you must fill out an Accident Report form even if you handed out a band-aid. Independent Contract Instructors are not authorized to administer any medications to class participants.

For serious accidents, DO NOT MOVE the injured participant, and call 911. If a minor is involved, notify the parent/guardian immediately. For all accidents, notify the Program Coordinator or Supervisor immediately and submit the Accident Report form within 24 hours of occurrence.

The Independent Contract Instructor is also responsible for ensuring the class responds appropriately to fire alarms, smoke detectors and other emergencies.

QUALITY ASSURANCE/SATISFACTION GUARANTEE

If a participant attends the entire first class and is not fully satisfied, the participant may go to the Community Services office (no later than 24 hours after the first class) to complete a Quality Assurance/Satisfaction Guarantee Form, and a full refund or credit will be administered upon approval of a Program Coordinator or Supervisor. No refunds will be issued to those participants who do not attend the first day of a class or activity. The Quality Assurance/Satisfaction Guarantee policy does not apply to excursions (i.e. Camp Putah Trekkers, Teen Excursions, Alternative Recreation), Adult Sport leagues, one-day specialty events or programs, facility rentals, and daily or seasonal swim and fitness passes.

SCHOLARSHIP PROGRAMS

Residents of all ages who reside within the Davis Joint Unified School District boundaries are eligible to apply for funds to subsidize City recreation program fees. Eligibility depends on income and family size. Applications are available at the Community Services office, located at 600 A Street, Suite C, or on the City's web site at www.cityofdavis.org

Applicants must provide information requested to verify family size and income. Qualified applicants will be notified of the dollar amount they are being awarded. This dollar amount can be used to pay up to 50% of the class or program registration fees. Staff anticipates that only those individuals with the lowest incomes will be eligible due to the amount of funding

available. If you have any questions, please contact the Community Services registration office at (530) 757-5626.

Specifically for older adults, the Dianne Hinsz Memorial Scholarship program is also available to assist with costs associated with participating in fee-based classes held at the Davis Senior Center. Participants may contact the Senior Center registration office at 530-757-5696 for more information and eligibility criteria.

TERMINATION OF INSTRUCTOR INDEPENDENT CONTRACT INSTRUCTOR AGREEMENT

The City of Davis may terminate an Independent Contract Instructor Agreement immediately upon any breach of performance specified in the Independent Contract Instructor Agreement by the Independent Contract Instructor or his/her assistants or any violation of State, Federal or local law. Either party may terminate the Independent Contract Instructor Agreement cause, upon twenty (20) days written notice to the other party for any reason, including but not limited to, insufficient enrollment, unavailability of facilities, or the safety and security of participants or City property are compromised.

The City of Davis reserves the right not to renew an Independent Contract Instructor's Agreement for any reason. Grounds for immediate termination of the Independent Contract Instructor Agreement may include, but are not limited to: verbal and/or physical abuse, actions which may cause injury to another, and/or being under the influence of drugs or alcohol while teaching.

The City of Davis shall also not be liable for compensation of the Independent Contract Instructor for the remainder of the Independent Contract Instructor Agreement should it be cancelled. If an Independent Contract Instructor fails to complete a session, as identified in the Independent Contract Instructor Agreement, the Independent Contract Instructor shall not be compensated for any part of the terminated session. If the City terminates the Independent Contract Instructor Agreement during the session, the Independent Contract Instructor's payment for services provided will be on a prorated basis.

Managing the Logistics of Your Class

After an Independent Contract Instructor Agreement is signed, which typically covers a one year period, Independent Contract Instructors will receive an Addendum to the Independent Contract Instructor Agreement for each subsequent season that is specific to the classes you will be running. Independent Contract Instructors should carefully review their Independent Contract Instructor Agreement and any future Addendums to prevent any misunderstandings and to ensure you are fully knowledgeable about the City's expectations and standards for Independent Contract Instructors.

As an Independent Contract Instructor, your job centers on meeting human development needs by fostering a sense of place and purpose in how others engage in activities. Therefore, the service you provide must be courteous, efficient, timely, and accurate, but most of all, it should focus on the value of developmental outcomes while honoring the unique differences people bring to recreating.

ADVERTISING & PROMOTION

The majority of the class offerings are listed in our tri-annual Recreation Activity Guide, which is distributed through many of the elementary schools, available online, in the Community Services registration office, other City facilities, and several other locations in the downtown area. Information is also periodically published in the local newspapers, our web site, Facebook, Twitter, as well as flyers produced by Community Services staff. Any advertising produced by an Independent Contract Instructor must be presented as a sponsored program of City of Davis Community Services. Independent Contract Instructors are encouraged to promote their activities through social media networks as well.

Independent Contract Instructors are responsible for any additional promotions for their activities beyond which the City provides. All promotions must be approved by Davis Community Services staff prior to public distribution.

CLASS ORIENTATION

Independent Contract Instructors are encouraged during their first class meeting to outline for the participants exactly what they can expect from the activity or class. This information may include class rules, clean-up responsibilities, etc. By providing this information upfront with participants, it will hopefully decrease the likelihood of any unsatisfied customers who may have had a different perspective on the class or activity. Independent Contract Instructors are also encouraged to "open the floor" for participant input – sometimes this simple way of soliciting valuable insights into the needs and desires of your participants can increase your effectiveness as an instructor.

FACILITY ACCESS

If you are conducting an activity at a City facility, you may be issued a key to the facility, an access code, and/or an alarm code depending on the facility and the date/time of your scheduled activity. Independent Contract Instructors will be required to complete a Key Check Out form provided by Community Services staff, along with submitting a \$25 refundable

deposit. Ongoing Independent Contract Instructors may retain their keys and access codes as long as they are teaching during the season. If the Independent Contract Instructor skips a season and/or will no longer be teaching for the City, all keys and access codes must be returned within ten (10) days of the last day of work. Keys CANNOT be duplicated for any reason. The Independent Contract Instructor is responsible for any lost or stolen keys, and any potential expenses incurred by the City for replacement locks. Lost or stolen keys must be reported to the Program Coordinator or Supervisor within the first 24 hours of the occurrence. A \$50 charge may be imposed for each key lost or stolen and may be deducted from the Independent Contract Instructor's next class payment.

MANAGEMENT OF FACILITIES/STORAGE OF EQUIPMENT

Community Services staff will ensure all facilities are clean and ready for general use. The Independent Contract Instructor should be the first person to arrive, in order to ensure appropriate class set-up, and the last person to leave. Specific set-up of tables and chairs is the responsibility of the Independent Contract Instructor. The Independent Contract Instructor is responsible for equipment and all other facility amenities when in use. At the end of the class, equipment must be placed in designated storage areas. Before exiting the facility, the Independent Contract Instructor must ensure all doors are locked securely, alarms set, and all lights and air conditioning are turned off. If other occupants are still in the facility, as a courtesy, we ask others be notified of your departure.

If you discover any abnormalities, problems, or repairs needed at a site, please report it to the Program Coordinator or Supervisor with whom you coordinate your class offerings. If an area requires immediate attention due to a safety hazard, contact staff immediately. The City will take care of any "emergency" conditions and will do its best to handle other repairs or problems as soon as possible depending on City resources and the extent of the repair/problem.

The City of Davis is not responsible for lost or stolen items.

PROGRAM EVALUATIONS

Periodically evaluations of classes and instructors are conducted to guide offerings and enable instructors to improve the content. The Community Services staff will usually consult with the Independent Contract Instructor prior to an evaluation. Independent Contract Instructor input is welcomed on timing and focus of evaluations, and the questions included. Independent Contract Instructors are encouraged to read the completed evaluations, which are kept on file with the assigned Community Services staff person. We respect the privacy of our customers, and therefore names, telephone numbers and other personal information that would identify the respondent are not included.

If you would like to have an evaluation of your class, please contact the Program Coordinator or Supervisor with whom you coordinate your class offerings, to develop or adapt an evaluation form to respond to the objectives of the proposed evaluation.

PROGRAM ROSTERS AND CLASS PARTICIPATION

A list of all class participants is available to all Independent Contract Instructors prior to the start of each activity. It is the responsibility of the Independent Contract Instructor to verify the accuracy of their class rosters.

If your class has not reached maximum enrollment, please discuss options for increased publicity with your assigned staff person. Efforts can be made to send out additional press releases, however, this requires lead-time to ensure the publicity is provided before the class starts. It is important to keep the participant information on this roster up-to-date and confidential. Please take attendance at each class meeting using the class roster. Roster attendance sheets must be turned into the Community Services staff after each session.

Please note class rosters can change up to the first week of class unless a specified registration deadline has been set. It is the responsibility of the Independent Contract Instructor to call and verify those who attend the class, but do not appear on the roster, are properly registered and have a signed Liability Waiver on file.

PROGRAM VISITORS

There are times when the Independent Contract Instructor or the City receives requests from potential customers who would like to know more about a specific program. Depending on the nature of the activity, the Independent Contract Instructor may authorize a visitation so the customer can see how they like the class prior to actually registering. This practice has resulted in fewer refunds or transfers, and usually results in additional class registrations. There is no obligation or charge to the customer for the visitation, and only one visitation is allowed per customer per class. There are also times when participant siblings wish to observe and/or participate in the activity. All siblings must be registered in advance based upon the pre-requisites of the activity – no exceptions.

Program visitors are only allowed to observe the class or activity, and are not permitted to actively engage or interact with any children in the activity without registering. Parents and/or caregivers should be invited and encouraged to visit the programs at any time on a drop-in basis and do not need to ask permission to do so. Caregivers, or individuals providing direct personal support to the paid participant in the activity, are not required to register for the class, as long as the support person's primary role is to provide care to the paid participant.

PROOFING OF SEASONAL RECREATION ACTIVITY GUIDE

Sometimes data entry errors happen when it comes to producing the seasonal recreation activity guide. Other areas that end in misinformation occur at the time the Contract Class/Instructor Proposal is completed. We all feel the disappointment, regardless of the circumstance, when an activity is incorrectly advertised or simply includes incorrect information.

To help minimize these types of mistakes, Community Services staff draws upon the critical eyes of Independent Contract Instructors to proof information contained in the brochure prior

to its going to print. Major changes will not be permitted at the proofing level, rather it's a time intended to recheck dates, text, registration deadlines, fees and locations.

Please adjust your schedule to accommodate a review of your brochure information according to the tentative schedule. Once brochure-proofing dates have passed, staff cannot guarantee any changes can be made beyond this point; however, please do not hesitate to contact staff regarding questions or concerns.

Standard Forms

ATTACHMENT A - ACCIDENT REPORT FORM (PINK)

Any time a participant is injured during your class or activity, an Accident Report form must be completed within 24 hours of the occurrence. We encourage Independent Contract Instructors to complete the Accident Report form as soon as possible, while the details of the accident are still fresh in your mind. It is important to provide only factual and observable information related to the accident, and try to avoid speculative, sensationalized comments or any admission of negligence. If the injury is of a serious nature (requiring 911-EMS), and/or is anticipated to require hospitalization, Community Services staff must be notified immediately of the accident.

ATTACHMENT B - INCIDENT REPORT FORM (GREEN)

Any time a participant and/or bystander is involved in anything out of the ordinary, typically involving a fight, argument, or any other situation where the safety of the participants or the program is brought into question, an Incident Report form must be completed within 24 hours of the incident occurring. We encourage Independent Contract Instructors to complete the Incident Report form as soon as possible, while the details of the incident are still fresh in your mind. We also encourage Independent Contract Instructors to collect contact information for any potential witnesses of the incident. We often use these reports to document undesired behavior in a participant and the steps taken to redirect the behavior. It is important to provide only factual and observable information related to the incident, and try to avoid speculative, sensationalized comments or any admission of negligence. If the Incident required calling 911-EMS, Community Services staff must be notified immediately of the Incident.

ATTACHMENT C - CONTRACT CLASS/INSTRUCTOR PROPOSAL FORM

This form must be fully completed in order to have a Contract Class considered by the City of Davis Community Services. Contract Class/Instructor Proposals must be completed by the highlighted dates listed below to be considered for a specific season.

Season	Proposed Class Dates	Deadline to Submit Class Proposals	Anticipated Public Distribution Date
Fall	September 1 - December 31	April 1	August
Winter/Spring	January 1 - May 31	July 1	November
Summer	June 1 - August 31	November 1	March

ATTACHMENT D - INDEPENDENT CONTRACT INSTRUCTOR CHECKLIST

This is a checklist to be used by potential Independent Contract Instructors in compiling all the required information for the City to consider as part of Contract Class/Instructor Proposal Form.

ATTACHMENT E - INDEPENDENT CONTRACT INSTRUCTOR AGREEMENT

This is a sample of the City of Davis' Independent Contract Instructor Agreement. This Agreement has been reviewed and approved by the City of Davis City Attorney and Risk Management and cannot be modified in any way.

ATTACHMENT F – CLASS EVALUATION FORM

This is a sample Class Evaluation form which may be used in hard copy or as an online format to evaluate the performance of an Independent Contract Instructor and their activities. The evaluation solicits feedback from participants about the class content, the methods of learning, and its associated program outcomes.

ATTACHMENT G – LIABILITY WAIVER FORM

This is a sample of the City of Davis' Liability Waiver Form. This form is effective for a pre-specified period and must be renewed on an annual basis.

ATTACHMENT H – REGISTRATION FORM

This is a sample of the City of Davis' Activity Registration Form. This form is effective for a pre-specified period, and is typically submitted when a person registers for a seasonal activity.

ATTACHMENT I – SATISFACTION GUARANTEE FORM

This is a sample of the City of Davis' Quality Assurance/Satisfaction Guarantee Form. This form is effective for a specific activity and must be completed no later than 24 hours after the first class meeting has occurred.

ATTACHMENT J – INDEPENDENT CONTRACT INSTRUCTOR'S ACKNOWLEDGMENT

This form is an acknowledgement by the Independent Contract Instructor that you have received a copy of the Independent Contract Instructor Handbook, and you have reviewed its content as part of the Independent Contract Instructor Agreement. It further acknowledges the Independent Contract Instructor should use this handbook as future reference in teaching activities for the City of Davis Community Services.

Was anyone injured during the Incident? YES NO If yes, please complete an Accident/Injury Report form to accompany this Incident form within the first 24 hours of occurrence.

Was law enforcement personnel contacted? YES NO If yes, what was the outcome of their visit?

Were there any witnesses to the Incident? YES NO If yes, please list their contact information below.

Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

Were there any City staff witnesses to the Incident? YES NO If yes, please list their contact information below.

Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

Were the parents/guardians notified about the Incident? YES NO If yes, please list the parent or guardian's names and a short synopsis of the conversation and/or their comments.

Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

If applicable, did City staff need to impose any disciplinary actions with those individuals involved in the Incident? YES NO If yes, please describe any actions taken by City staff.

Was there any damage that occurred as a result of the Incident? YES NO Was Facility Maintenance staff notified of potential repairs needing to be made to the facility or site location? YES NO If yes, please provide to the best of your ability a short description of the location and type of damage that occurred.

Report Written By _____ Title _____ Date _____
Name of Employee

Report Reviewed By _____ Title _____ Date _____
Name of Program Coordinator

Report Reviewed By _____ Title _____ Date _____
Name of Program Supervisor/Manager/Superintendent

A copy of this report must be filed with the assigned Program Coordinator or Supervisor within the first 24 hours of occurrence.
A copy of this report must be filed with the assigned Program Superintendent and with the Community Services Director if 911-EMS was contacted.

CITY OF DAVIS
CONTRACT CLASS/INSTRUCTOR PROPOSAL

Attachment C

Instructor's Name _____ Business/Organization (if applicable) _____
Address _____ City _____ Zip Code _____
Business Phone () _____ Cell Phone () _____ Home Phone () _____
E-Mail Address _____ Website Address _____

Season (please circle one) Fall Winter/Spring Summer

Course Title _____

Activity Description (please provide a brief descriptive paragraph as you would like it to appear in the City's seasonal recreation activity guide) _____

Extra Notations for Participants or Additional Requirements: (i.e. instructor consent required, supplies to bring to class, proper attire) _____

Age range of Participants _____ Grades of Participants _____

Proposed class days: Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Proposed Length of Session (i.e. 4 weeks, 6 weeks) _____ # of class meetings per week: _____

Length of time per class meeting: _____ Proposed Time of Class _____ to _____

Minimum number of students: _____ Maximum number of students: _____

Proposed fee: (Residents) \$ _____ *(A 10% Non-Resident fee will be added for youth living outside the DJUSD boundaries and any adult living outside the City limits)*

Will there be a student materials/supply fee? YES NO If so, how much per student? \$ _____

Do you wish the materials/supply fee payable to you on the first day of class or collected as part of the class fee at the time of registration? _____

Supplies to be provided by City (i.e. tables, chairs) _____

Proposed Space Requirements _____

Please turn to the back page and complete the remaining portion of this Contract Class Proposal form.

Program Focus – Please check one of the following areas of programming emphasis that best describes your proposed activity.

_____ **Fostering Human Development** (i.e. fine arts, preschool, cultural, lifelong learning, skill building, nature appreciation)

_____ **Building Community Connections** (i.e. building social connections, neighbors helping neighbors, mentorship)

_____ **Strengthening Families** (i.e. participating together, appreciation for diversity, parenting skills)

_____ **Increasing Safety and Security** (i.e. personal protection, prevention, life-saving skills, crime reduction)

_____ **Improving Health and Wellness** (i.e. fitness, healthy habits, nutrition, endurance, stretching)

Methods of Learning – Please check the type of technique(s) that you will use to engage the participants in your proposed activity. (check all that apply)

_____ **Active Instructor** - instructor shows the physical example while participants watch and try to repeat steps. Instructor then checks for understanding and repeats as needed.

_____ **Passive Instructor** - instructor tells how it is done while participants try to initiate the steps.

_____ **Lecture** - Instructor talks about the subject matter while participants sit and listen.

_____ **Parent Participation** - Parents/Guardians are encouraged to participate with child to repeat instructions to participant as needed.

_____ **Performance** - Participants have the opportunity to perform as a group.

_____ **Test** - Participants take a written test on material covered in class.

_____ **Reading** - Participants are given materials to read and learn.

_____ **Small Groups** – Participants work in small groups to come together on a solution.

_____ **Stations** – Participants move among multiple learning stations.

_____ **Take Home** - Participants take materials home with them to study and learn.

_____ **Video** -Participants watch videos to learn new techniques or skills.

_____ **Other:** _____

Program Outcomes – Please list up to a maximum of three (3) specific outcomes, listed in priority order that students will experience as a result of participating in your proposed activity. For example: *To provide opportunities for older adult participants to learn and sustain active living skills through exercise and fitness.*

1. _____

2. _____

3. _____

Outcome Measurements – Please describe the tools or methods that you intend to use that will measure the success of the above stated outcomes. For example: *You may want to conduct a pre- and post-participant survey to determine the increased knowledge of the subject matter.*

1. _____

2. _____

3. _____

Please submit the additional items as a part of your Contract Class Proposal (as applicable):

1. A course outline/syllabus that details the content of the instruction by individual class meeting dates
2. A copy of any literature/handouts that will be distributed as part of the proposed activity
3. A specific list of required materials or supplies for a student to participate in the proposed activity
4. A copy of the Contract Instructor and/or Assistant Instructor's resumes and references



Checklist for Independent Contract Instructors

The following information and forms are required for all Independent Contract Instructors prior to entering into an Independent Contract Instructor Agreement with the City of Davis:

- Contract Class/Instructor Proposal Form
- City of Davis Business License
- Proof of current Tuberculosis testing results
- Proof of Fingerprint Clearance and DOJ Background Checks
- W-9 Form
- Proof of General Liability Insurance Coverage
- Proof of Workers' Compensation Coverage
- Receipt of applicable City Policies
 - Policy against Harassment and Discrimination
- Independent Contract Instructor Handbook Acknowledgement

Contract Instructor or Organization Name: _____

Date of Proposal Submittal for City review and consideration: _____

OFFICE USE ONLY:

Proposal Submittal referred to: _____	_____
Name of Program Staff	Date

Recommended for Approval <input type="checkbox"/> By: _____	_____
Signature of Supervisor	Date

Recommended for Non-Approval <input type="checkbox"/> By: _____	_____
Signature of Supervisor	Date

Reason for Denial/Comments:

Reviewed By: _____	_____
Signature of Community Services Superintendent	Date

Authorized to Proceed with Contract Agreement Not Authorized to Proceed with Contract Agreement

A copy of the Independent Contract Instructor Checklist must accompany a draft copy of the Independent Contract Agreement prior to consideration of approval by the Community Services Superintendent.



**City of Davis Community Services
Agreement for Independent Contract Instructors**

1. **Parties:** The parties of this Agreement for Independent Contract Instructors are:
 - 1.1 Instructor/Business: [REDACTED], an independent contractor who will provide services to the City as a skilled [REDACTED] instructor (“Contract Instructor”);
 - 1.2 City of Davis, a municipal corporation (“City”).
2. **Contract Instructor Responsibilities**
 - 2.1 Instruction: The Contract Instructor will conduct the “class(es)” further described in Exhibit “A” on behalf of the City of Davis Community Services in accordance with all ordinances, policies and regulations of the City. This Agreement is for a one-year term, with seasonal Addendums defining the agreed upon classes for a specific season or time period.
 - 2.2 The Contract Instructor certifies that he/she is trained and qualified and experienced to instruct the class in a safe, professional, and satisfying manner.
 - 2.3 Exhibits: The following attached exhibits hereby are made part of this Agreement: Exhibit A - Seasonal Addendums, Exhibit B – Policy Against Harassment and Discrimination.
 - 2.4 Class Information: Contract Instructor will submit class information in a timely manner for publication in the seasonal Recreation Activity Guide per specified deadline dates. Failure to submit timely information may result in the class being withdrawn from the seasonal offerings.
 - 2.5 The Contract Instructor must possess and maintain a current City of Davis Business License.
 - 2.6 Fingerprinting: As a condition of this Agreement, and prior to teaching any classes involving minors under the age of 18, Contract Instructors and any Assistants, at their own expense, shall submit to fingerprinting and a Department of Justice (DOJ) criminal background screening that confirms that the Contract Instructor and any Assistant Instructors have no criminal convictions as outlined in Public Resource Code 5164.

If the Instructor has employees, prior to the first day of classes, the Contract Instructor must certify to the City that said employees have been fingerprinted and

have no criminal convictions as outlined in Public Resource Code 5164. The Contract Instructor must keep and maintain all records of DOJ clearances on file. Substitute instructors and volunteers shall comply with the same requirements with regards to fingerprinting as regular instructors.

- 2.7 Indemnification Clause: The Contract Instructor hereby indemnifies and holds harmless, releases and discharges the City of Davis, its officers, agents, employees and volunteers from all liability for injuries to persons or property suffered by any persons (including, but not limited to instructor, instructor's employees or students) arising from or connected with this Agreement or Contract Instructor's activities, selection or supervision pursuant to this Agreement. Therefore, the Contract Instructor acknowledges and has evaluated the inherent risks involved in operating his/her activity and has sufficient insurance coverage.
- 2.8 Insurance: The Contract Instructor shall at all time during the term of this Agreement, at the Contract Instructor's sole cost and expense, obtain and keep in force:
- a. Comprehensive General Liability Insurance, including owned and non-owned and with a minimum combined single limit in the amount of one million dollars (\$1,000,000) per occurrence for bodily or personal injury to, illness of, or death of persons, and damage to property. All such Liability Insurance shall name City and its officers and its employees as an additional insured.
 - b. If the Contract Instructor has employees, the Contract Instructor will provide the City proof of Worker's Compensation Insurance, as required by California Labor Code 3700 et seq.
- 2.9 Contract Instructors must fully comply with the provisions of the American with Disabilities Act (ADA), and shall work cooperatively with the City to make reasonable modifications to policies and procedures to ensure that people with disabilities have an equal opportunity to access classes. Contract Instructors shall not impose unnecessary eligibility standards or rules that deny individuals with disabilities the opportunity to participate in said classes.
- 2.10 Attendance: The Contract Instructor will be present and prepared to instruct at each scheduled class day and time. Contract Instructor absences must be approved by the Program Coordinator/Supervisor with whom the Contract Instructor coordinates the class offerings, and must be preceded by not less than 24 hours advance notice. In the event of an unanticipated absence, the Contract Instructor must make every attempt feasible to offer a make-up class at a time agreed to by the Contract Instructor and the City.

All instructional services are to be provided by the Contract Instructor. A qualified substitute instructor shall not be utilized without advance written permission of the Program Coordinator/Supervisor with whom the Contract Instructor coordinates the class offerings. If a qualified substitute instructor is

used, it is the responsibility of the Contract Instructor to make payment to the substitute instructor.

- 2.11 **Communication:** The Contract Instructor will maintain direct communication with the Program Coordinator/Supervisor regarding class cancellations, inquiries or changes, accidents, incidents and/or any other concerns participants may express. The Contract Instructor is responsible for notifying all participants of cancelled classes by phone, email, note at site, and/or in person. If the Contract Instructor is unable to notify participants, then Community Services staff may be able to assist in the notification of class participants.
- 2.12 **Contract Instructor Conduct:** The City has a zero tolerance policy against any form or type of discrimination and harassment by, among, or to its representatives. This policy strictly prohibits harassment or discrimination because of an individual's protected classification. Contract Instructors and any substitute instructor(s) must adhere to the City's policy against harassment and discrimination, a copy of which is attached hereto as Exhibit B. The Contract Instructor shall also be responsible for providing a copy of the City's policy to any substitute instructor or volunteers.
- 2.13 **Mandated Reporting:** Contract Instructors are considered a mandated reporter under the "California Child Abuse and Neglect Reporting Law." This means that if the Contract Instructor "has knowledge of or observes a child in his/her professional capacity, or within the scope of his/her employment, which he/she suspects has been the victim of child abuse or neglect..." a report must be filed with the City of Davis Police Department or Child Protective Services.
- 2.14 **Photo Disclaimer:** Contract Instructor grants full permission to the City for use of his/her name and photographs, videos, motion picture or recordings for any publicity and promotion purposes without obligation or liability to Contract Instructor.
- 2.15 **Customer Service:** Contract Instructors must conduct themselves in a professional, courteous, helpful and supportive manner. This includes, but not limited to, dressing and speaking professionally, and supporting the City of Davis' policies, procedures and decisions. Contract Instructors and any Assistants are to maintain a professional relationship with participants and parents/guardians of minor children at all times.

Periodic evaluations of classes and Contract Instructors are conducted by Community Services staff to assist in guiding the City with recreational offerings, and enable Contract Instructors to improve upon class content. Class evaluations solicit customer feedback on how well the Contract Instructor delivered the advertised course content, the methods of learning used, and if the class outcomes were achieved. Class evaluations are typically handed out at the end of the class session or at the Community Services Coordinator/Supervisor's discretion.

- 2.16 **Registration/Liability Waivers:** A list of all class participants is available to the Contract Instructor prior to the start of the each class session. It is the

responsibility of the Contract Instructor to verify the accuracy of their class roster, and to ensure that all participants are fully registered, and have a Liability Waiver on file at the main registration office. Program visitors are only allowed to observe the class and are not permitted to actively engage in the activity without registering for the class.

- 2.17 Safety of Participants: It is the Contract Instructor's responsibility to ensure the safety of participants involved with the class. The Contract Instructor is responsible for visually inspecting the class areas and facilities in which they are working in. If any aspect of the area appears unsafe, it is the responsibility of the Contract Instructor to notify the Program Coordinator/Supervisor, with whom you coordinate your class offerings, and take actions that will ensure participant safety. All Accident/Incidents must be reported and a form completed within 24 hours of occurrence.

At the conclusion of a class, the Contract Instructor must remain on site with any minor children, or participants with special needs. Contract Instructors must not release a minor child, or an individual with special needs to anyone other than the authorized parent or guardian.

- 2.18 Advertising & Promotions: Any advertising produced by the Contract Instructor must be presented as a City of Davis Community Services program and must contain the official City of Davis logo. Contract Instructors are responsible for any additional promotions for their classes beyond that which the City provides. All promotions must be approved by Community Services staff prior to public distribution.
- 2.19 Facility/Classroom Access: The Contract Instructor is responsible for securing his/her assigned facility or classroom. All doors must be checked before and after each class. The Contract Instructor is responsible for set-up and clean-up after each class. The Contract Instructor will only be paid for direct instruction time of the class, or as previously agreed upon as part of the original Agreement. No storage of instructional or other materials is allowed, unless previously approved by the Program Coordinator/Supervisor. The City is not responsible for any lost or stolen items.
- 2.20 Keys: The Contract Instructor is responsible for any keys, alarm and general access codes provided for City facilities. The Contract Instructor is responsible for reporting any lost or stolen key within 24 hours of the occurrence to the Program Coordinator/Supervisor. A \$50 replacement charge for each key lost or stolen may be invoiced to the Contract Instructor as needed.
- 2.21 Participant Information: The Contract Instructor is not permitted to use any participant information, rosters, mailing lists, etc. for any purposes other than authorized City use. Participant information shall be kept confidential and cannot be shared with any third parties or with other participants.

3. **Instructor Acknowledgements:** The Contract Instructor acknowledges, understands and agrees to the following:

- 3.1 Independent Contract Instructor: The Contract Instructor is not an employee of the City but will solely be an independent contractor acting under the terms and conditions specified herein. As a self-employed person, the Contract Instructor will be solely responsible for payment of all federal and state taxes, will not be an employee of the City for worker's compensation or any other purposes, and will not have unemployment insurance benefits, retirement coverage or other employee benefits. The Contract Instructor agrees that neither the Contract Instructor nor any person employed by Contract Instructor will be in any way an employee of the City for this purpose as the term is defined in the California Labor Code.
- 3.2 Instructor Performance: The Contract Instructor will have the sole authority to control the means of performing the instructional services required by this Agreement. The City will have the sole authority to direct the results of Contract Instructor's performance, including without limitation, by inspection and supervision of Contract Instructor's performance.

4. **City Responsibilities:**

- 4.1 Advertising & Promotion: The City will publicize the contract class in the tri-annual Recreation Activity Guide, in addition to, periodic press releases, flyers and social media outlets. The City shall inform the Contract Instructor of the deadline for submission of any class information for the seasonal Recreation Activity Guide.
- 4.2 Class Fee(s): The City may assist, upon the request of the Contract Instructor, in determining the appropriate class fee(s) according to the Recreation Activities Cost Recovery policy approved by the City of Davis City Council.
- 4.3 The City may assist, upon the request of the Contract Instructor, in determining the minimum and maximum number of class registrants. Class registration must meet [redacted] number of students per class as a minimum for a class to proceed.
- 4.4 Registration Fees: The City shall be responsible for and have complete control over the registration of participants. Under no circumstances is a Contract Instructor to accept activity payments, registration or liability forms.
- 4.5 Materials Fee: Fees for materials and supplies may be collected by Contract Instructor during the first day of class, or participants may be directed to an appropriate source for class materials. The fees for supplies should reflect materials used or taken home from classes.
- 4.6 Compensation: The Contract Instructor will earn [redacted] % of resident fees collected, excluding any non-resident and administrative fees. Fees for materials and supplies are considered separate class fees that are payable directly to the Contract Instructor, and are not calculated into the percentage split calculations unless otherwise arranged with Community Services staff.

Once 50% or more of the class has occurred, the Contract Instructor must submit an invoice to receive compensation. The Contract Instructor will usually receive payment for services within 3-4 weeks of submitting an invoice.

5. **Termination/Contract Renewal.** The City may terminate this Agreement immediately upon any breach of performance specified in this Agreement by the Contract Instructor or his/her assistant or any violation of State, Federal or local law. Either party may terminate the Agreement cause, upon twenty (20) days written notice to the other party for any reason.

The City reserves the right not to renew a Contract Instructor's Agreement for any reason. Grounds for immediate termination of the Agreement include, but are not limited to: verbal and/or physical abuse, actions which may cause injury to another, and/or being under the influence of drugs or alcohol while teaching. The City shall not be liable for compensation of the Contract Instructor for the remainder of the Agreement should it be cancelled. If a Contract Instructor fails to complete a session, as identified in the Agreement, the Contract Instructor shall not be compensated for any part of the terminated session. If the City terminates the Agreement during a session, the Contract Instructor's payment for services provided will be on a prorated basis.

5.1 The City reserves the right to review the seasonal offerings of the Contract Instructor three times a year to determine if the class (es) being offered are meeting the City's ongoing programming needs, and whether the class (es) are meeting their minimum enrollment and revenue estimates.

5.2 The City reserves the right to cancel any class as a result of low or no attendance.

6. **Negligent Or Knowingly Misrepresentation.** If any of the preceding is found to be negligently or knowingly misrepresented by the Contract Instructor, this Agreement, at the option of the City, shall be null and void and of no force and effect, the Contract Instructor shall be liable to the City for any damages arising there from.
7. **Assignment.** This Agreement may not be assigned or delegated by either party without prior written consent of the other party.
8. **Dispute.** Any claims or disputes arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to other relief which a court may award.
9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relative to the subject matter thereof. Statements or representations of any kind not embodied herein shall be of no force and effect. This Agreement may only be modified in writing.
10. **Agreement Commencement/End.** This Agreement will commence upon the date the parties execute this Agreement. This Agreement will expire on the ending date of the class (es) specified in Exhibit A, and/or by , unless terminated earlier as provided herein.

In witness whereof, the parties hereto have executed this document this _____ day of _____, 2013.

City of Davis

Independent Contractor

Community Services Superintendent

By _____

Title

Address

City

State, Zip

Taxpayer I/D. Number

City of Davis Business License Number

SAMPLE

Exhibit A

As per item 2.1 in the City of Davis Community Services Agreement for Independent Contract Instructors, classes for this Contract Instructor are defined as:

Fall 2013 – Addendum #1

???? Classes – 60% of class registration to Contract Instructor
40% of class registration to City (including non-res and administrative fees)

<u>Class Name</u>	<u>Dates</u>	<u>Days</u>	<u>Times</u>	<u>Cost</u>	<u>Minimum</u>	<u>Maximum</u>
-------------------	--------------	-------------	--------------	-------------	----------------	----------------

Approved By: _____

Signature of Authorized Representative

Date

Winter/Spring 2014 – Addendum #2

???? Classes – 60% of class registration to Contract Instructor
40% of class registration to City (including non-res and administrative fees)

<u>Class Name</u>	<u>Dates</u>	<u>Days</u>	<u>Times</u>	<u>Cost</u>	<u>Minimum</u>	<u>Maximum</u>
-------------------	--------------	-------------	--------------	-------------	----------------	----------------

Approved By: _____

Signature of Authorized Representative

Date

Summer 2014 – Addendum #3

???? Classes – 60% of class registration to Contract Instructor
40% of class registration to City (including non-res and administrative fees)

<u>Class Name</u>	<u>Dates</u>	<u>Days</u>	<u>Times</u>	<u>Cost</u>	<u>Minimum</u>	<u>Maximum</u>
-------------------	--------------	-------------	--------------	-------------	----------------	----------------

Approved By: _____

Signature of Authorized Representative

Date

Exhibit B

ADMINISTRATIVE POLICY

Date Issued:	July 1, 1997	Program:	No
Date Revised:	January 23, 1998	Policy:	Yes
Date Revised:	August 23, 2006	Procedure:	Yes
Version No.:	4	Form:	No

POLICY AGAINST HARASSMENT AND DISCRIMINATION

Purpose

The purpose of the Policy Against Harassment and Discrimination is to prohibit all unlawful harassment and discrimination in accordance with federal and state law.

Policy

All employees, applicants, and independent contractors ("workers") working with the City of Davis are to be treated with respect and dignity. The City of Davis will not condone any form of harassment at the workplace, or in relation to the employment relationship. The City is committed to providing an atmosphere free of all harassment and discrimination based on such factors as race, religion, creed, national origin or ancestry, physical disability, mental disability, medical condition, genetic condition, pregnancy, childbirth or related conditions, marital status, sex, age, sexual orientation, or any other characteristic protected by law. If you have any questions about the meaning of any of these terms or coverage of this policy, please see the Human Resources Administrator. The City will not tolerate harassment or discrimination of its workers by others with whom the City has a business, service, or professional relationship.

Harassment by any City employee will not be tolerated, and disciplinary action up to and including termination will be taken against an employee engaging in harassment. Failure to follow this policy may result in disciplinary action, up to and including termination.

The City will consider any report of sexual, racial or other harassment to be deserving of investigation. Employees making unwarranted allegations of harassment or purposely impeding an investigation will be subject to disciplinary action. All new hires shall receive training on harassment and discrimination.

Definition of and Examples of Harassment.

Sexual harassment is a form of harassment. Sexual harassment includes the making of any unwelcome advances and/or visual, verbal, or physical conduct of a sexual nature, as well as offering employment benefits in exchange for sexual favors or threatening reprisals after a negative response to a sexual advance. Some examples of sexual harassment include:

- Communicating that submission to sexual conduct is an explicit or implicit term or condition of an individual's employment;

- Communicating that the submission to or rejection of sexual conduct by an individual is the basis for any employment decision affecting that individual (e.g., merit increase, promotion, etc.); or
- When sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature have the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment. Conduct which seems innocent or trivial to some people may constitute unlawful sexual harassment. Some examples are: Physical: Assault, touching, leering, impeding movement; Visual: Derogatory or sexually explicit posters, photographs or drawings; written slurs, "bumper stickers" and the like; Verbal: Slurs, derogatory sexual comments, requests for sexual favors, invitations to engage in sexual activities, whether serious or not.

Racial Harassment. Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in any aspect of employment on the basis of race. The City of Davis will not tolerate any racial harassment. Examples of racial harassment include derogatory remarks based on race, discriminatory behavior based on race, and any act which places the employee at a deliberate disadvantage based on race.

Complaint Procedure

If a worker thinks that he or she or one of his or her co-workers has been the victim of harassment or discrimination, that person should immediately report such conduct to his or her immediate supervisor. If the worker is uncomfortable about reporting such conduct to this individual, then he or she should immediately report the matter to his or her Department Head, the Human Resources Administrator, or the City Manager. Every complaint that is reported will be taken seriously and investigated thoroughly. If harassment or discrimination is not reported, it cannot be investigated. Every worker's cooperation is crucial. **There will be no retaliation against the complaining party either by management or other workers for making, in good faith, a complaint or participating, in good faith, in the investigation of any complaint.**

The following procedures will be followed after a complaint is made:

- Anyone receiving a complaint of unlawful harassment or discrimination will immediately document the complaint in writing and refer the complaint to the Human Resources Administrator, who will ensure that an immediate, effective, thorough, and objective confidential investigation of the allegation(s) is undertaken. In addition, the person to whom the complaint has been referred will fully inform the worker of (i) his or her rights to complain and redress the harassment or discrimination; (ii) the worker's own obligations to secure his or her rights; and (iii) any assistance available under City policies.

- If it is determined that unlawful harassment or discrimination has occurred, effective remedial action will be taken in accordance with the circumstances. Any worker found to be guilty of harassment or discrimination will be subject to discipline ranging from verbal or written warnings and up to and including termination.
- After the investigation and findings have been concluded, the City will communicate the confidential finding to the complainant, alleged harasser, and any other concerned party.

In addition to these internal policies and procedures, the State of California Department of Fair Employment and Housing (DFEH) provides additional information regarding the legal remedies and complaint process available through the government agencies. If a worker thinks he or she has been harassed, discriminated against, or that he or she has been retaliated against for complaining, that person may file a complaint or obtain additional information from DFEH at 1-800-884-1684.

To achieve the goals of this City policy, it is necessary that each worker understand the importance of the policy and his or her individual responsibility to contribute toward its maximum fulfillment. Workers are encouraged to report any and all incidents of harassment and are assured that there will not be any retaliation for having reported, in good faith, any incident of suspected harassment or discrimination.

Responsibility

A. Individual Employees

Employees who observe others engaged in harassment or discrimination shall report the actions as provided in this policy, even if the person harassed does not complain.

Employees who believe they have been harassed should promptly report the circumstances as provided in this policy. If they feel comfortable, employees are also encouraged to inform the alleged harasser that the behavior is unwelcome.

B. Management and Supervisory Employees

Management and supervisory personnel are responsible for ensuring that the work environment is free of harassment by:

1. Developing standards of acceptable behavior in consultation with the work group.
2. Informing all employees under their direction of the City policy and complaint procedure, and observing employee compliance.

3. Reporting any instances of harassment that come to their attention.

C. Human Resources

1. Keeping records of all harassment complaints for a minimum of two years. No destruction should be made without compliance with the City's records destruction resolution.
2. Taking all complaints seriously and, in consultation with the City Attorney, coordinating an unbiased investigation of complaints.
3. Initiating appropriate disciplinary action based on the finding of an investigation into harassment (this step shall be undertaken in consultation with the Department Head and/or supervisor).
4. Taking appropriate action to prevent retaliation against a complaining party.

Approved:

/signed William Emlen

William Emlen
City Manager

- Includes former policy 4.11 "Sexual and Racial Harassment" (October 1989)
- Includes former procedure 3.2a "Harassment Complaint Procedure" (January 1999)

City of Davis Community Services



Please take a moment to fill out this questionnaire that will tell us both how we are doing and what is most important to you. Thank you for your time and effort!

Class/Number: _____ Session: Spring _____ Summer _____ Fall _____ Instructor: _____	Are we meeting or exceeding your needs in this category?			COMMENTS: In the space below, please elaborate on your likes and dislikes in each area. This gives us a more accurate detail of how our programs are going. What can we do to improve the quality or organization of our program?
	Does not meet	Meets	Exceeds	
Teacher Information:	1	2	3	
Friendliness				
Patience				
Enthusiasm				
Programming				
Supervision				
Communication skills				
Punctuality				
Class Information:				
Curriculum matched catalog description				
Class level was appropriate				
Class was enjoyable, informative, and helpful				
Miscellaneous Information:				
Registration was convenient				
Registration materials were readily available				
Registration staff were helpful, friendly				
Facility was clean and attractive				

What additional classes/programs would you like to see us offer? _____
 We want to hear from you... Please share any additional comments you have. _____

May we use your comments in future publications? yes no Name(optional): _____



Liability Waiver

Effective Dates: September 1, 2013 through August 31, 2014

This liability waiver covers all activities and classes in the Community Services Recreation Schedules for **Fall 2013, Winter/Spring 2013/2014, and Summer 2014**. Additional program/activity permission slips maybe also required.

Each person age 18 and over in the household, listed in the Participant's Information Section below, must sign and date this form.

Participant's Information					
First Name	Last Name	M/F	Grade as of 9/1/13	Date of Birth	ADA Assistance Needed
1.					<input type="radio"/>
2.					<input type="radio"/>
3.					<input type="radio"/>
4.					<input type="radio"/>
5.					<input type="radio"/>

Household Information – Primary Contact			
_____	_____	_____	
First Name	Last Name	Email address	
Relationship to Minor-aged Participants in box above			
<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Guardian	<input type="checkbox"/> Other _____
_____	_____	_____	_____
Street Address	City	State	Zip
() _____	() _____		
Home Phone	Work/Cell Phone		

Hold Harmless and Parent/Guardian Indemnify Agreement

Liability Information

In consideration for myself and my minor children being permitted by the City of Davis Community Services Department to participate in activities described in Recreation Schedule Fall 2013, Winter/Spring 2013/2014, or Summer 2014, I hereby waive, release and discharge any and all claims and damages for personal injury, death or property damage which I or my minor children may sustain or which may occur as a result of mine or my minor children's participation in these activities.

I understand and agree that:

This release is intended to discharge in advance the city, its officers, employees and agents from and against any and all liability, except for their sole negligence or intentional acts, connected in any way with the participation of myself or my minor children in activities;

The described activity may be of hazardous, strenuous, and/or physical nature;

Participation in the described activity may occasionally result in injury, death or property damage;

Knowing the risk involved, nevertheless, I voluntarily request permission for myself or minor child to participate in the described activity;

I hereby assume any and all risks of injury, death or property damage and to release and hold harmless the city, its officers, employees & agents, except for their sole negligence or intentional acts;

Continued on next page →

CONT. Hold Harmless and Parent/Guardian Indemnify Agreement

This waiver, release and assumption of risk is to be binding on the heirs and assigns;

I will indemnify and to hold the city harmless from any loss, liability, damage, cost or expense, including litigation, which they may incur as a result of any injury and/or property damage which myself or my minor children may sustain while participating in said activities;

I will make good any loss or damage or cost the city may have to pay if any litigation arises on account of any claim made by said minors or by anyone on said minor's behalf;

In the event that said minor requires medical or surgical treatments while under the supervision of said city personnel in connection with the described activity, such supervision may authorize treatment;

I will pay all medical, hospital, or other expenses which I or my minor children may incur as a result of such treatment;

I expressly permit said minor child to travel by private automobile to activities and events related to the described activity.

Activities are not child care as defined by the State of California.

I understand that city staff may photograph or videotape me and/or my minor children and that the city may use such photographs or videotapes to promote city programs and classes. I expressly allow, and hereby waive any objection to, the City's photographing and/or videotaping of me and/or my minor children when I and/or my minor children are participating in a city recreation program. I understand all photos and videotapes will remain the property of the City of Davis.

The City is not responsible for children following the dismissal of a program (except as otherwise noted in specific program areas).

Refund and Transfer Policy

Please note: all cancellation and transfer requests must be submitted by e-mail to registration@cityofdavis.org or in person at the Community Services office, 600 A Street, Suite C.

Per our refund policy customers will receive:

95% refund if a refund is requested 13 or more business days prior to the start of the class or program.

75% refund if a refund is requested 7-12 business days prior to the start of the class or program.

50% refund if a refund is requested 2-6 business days prior to the start of the class or program. (If a class begins on a Monday, the refund request must be received by Thursday before the class starts.)

No refunds or credits will be given for refund requests received less than one full business day prior to the class starting date.

Transfers:

Customers who wish to transfer from one program to another, that has openings, may do so up to 7 business days in advance of the class or program starting without a fee. Transfers must be for the same participant.

Transfers requested 1-6 business days prior to the class or program starting will be charged 25% of the total cost of the class, including non-resident fees. Programs that you wish to transfer into must fall within the same recreation schedule.

I certify that I have custody or am the legal guardian of said minors by court order, and that I and my minor children are physically able to participate in the described activities. I have carefully read this Waiver of Liability, Medical Release, and indemnification Agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and the City of Davis, and that I sign it of my own free will. The City may accept future phone-in registrations and these provisions.

I also understand the Refund and Transfer Policy, the Behavior Policy and the potential consequences set forth by the City of Davis and agree to such terms.

Printed Name

Signature

Date

Printed Name

Signature

Date



Community Services Division
 600 A Street, Suite C, Davis, CA 95616
 Ph: (530) 757-5626 Fax: (530) 750-2742
www.cityofdavis.org
registration@cityofdavis.org

Registration Form					
Participant's:		Date of Birth	Activity Number - Section	Participant requires ADA assistance 	
First Name	Last Name				
			-		<input type="radio"/>
			-		<input type="radio"/>
			-		<input type="radio"/>
			-		<input type="radio"/>
			-		<input type="radio"/>
			-		<input type="radio"/>
Non-Residents: A non-resident fee will be charged for all youth living outside of the Davis Joint Unified School District boundaries and all adults living outside the Davis city limits. Generally the non-resident fee is 10%, but some activities may have a lower fee based upon nature of the activity.					
4th of July Donation: If you would like to contribute, please place your donation amount here				\$	

Signature (REQUIRED)

Date



Community Services Division
 600 A Street, Suite C, Davis, CA 95616
 Ph: (530) 757-5626 Fax: (530) 750-2742
www.cityofdavis.org
registration@cityofdavis.org

Registration Form					
Participant's:		Date of Birth	Activity Number - Section	Participant requires ADA assistance 	
First Name	Last Name				
			-		<input type="radio"/>
			-		<input type="radio"/>
			-		<input type="radio"/>
			-		<input type="radio"/>
			-		<input type="radio"/>
			-		<input type="radio"/>
			-		<input type="radio"/>
Non-Residents: A non-resident fee will be charged for all youth living outside of the Davis Joint Unified School District boundaries and all adults living outside the Davis city limits. Generally the non-resident fee is 10%, but some activities may have a lower fee based upon nature of the activity.					
4th of July Donation: If you would like to contribute, please place your donation amount here				\$	

Signature (REQUIRED)

Date



City of Davis
Community Services

Office Use Only

Quality Assurance/Satisfaction Guarantee Policy

Received Date Stamp Here

Our goal is to provide our customers with high quality recreation programs, events and activities. We take great pride in helping to make your experience with us an enjoyable one. If this was not the case, we want you to please share your concerns and suggestions for improvement with us. If you or your family member attended the entire first class or activity and was not completely satisfied, please complete our Quality Assurance form below **no later than 24 hours after the first class meeting**. Upon receiving the completed form, registration staff will review and process your request.

Quality Assurance refunds or customer credits are not valid for event ticket sales, excursions, one-day specialty programs, sports leagues, daily or seasonal passes, or facility rentals. If you have any questions, or wish to discuss the program in more detail with a Program Supervisor, please call 757-5626.

Today's Date: _____ Did the participant attend the entire first day? _____

Your Name: _____ Telephone Number: _____

Address: _____

Individual Enrolled (if different from above): _____

Program: _____ Fee Paid: _____ Class Number: _____

Activity Date(s): _____ Day(s): _____ Time: _____

Provide information on why you were dissatisfied with the program/class:

Do you have any suggestions for improving the program/class?

Have you participated in any Community Services programs in the past? _____

We want to thank you for your feedback, and hope that you will try our programs again in the future!

OFFICE USE ONLY:

Date: _____

Amount of Refund: _____
 Household Credit Demand Credit Card Cash

Programs Account #: _____

Clerical Initials: _____

Verified participant attended entire first day: _____

Approved Not Approved

Signature of Supervisor: _____

Comments: _____



Independent Contract Instructor's Acknowledgement

I acknowledge I have received a copy of the *Independent Contract Instructor's Handbook*, and have reviewed its content as part of the Independent Contract Instructor Independent Contract Instructor Agreement.

I further acknowledge this Handbook should be used as an ongoing reference in the future as it pertains to teaching classes or activities through the City of Davis Community Services.

Signature of Independent Contract Instructor

Date