

City of Davis

Parks & Community Services

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registration@cityofdavis.org



Special Interest Instructor

Independent Contractor
for Instruction

Handbook 2024



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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 Contractor for Instruction with the City, guidelines and tips for managing your activities and, 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 Contractors as they begin providing Instruction Services (hereinafter referred to as “activities”, “classes” and “programs”) for the Davis community.

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SECTION 1 INTRODUCTION

INTRODUCTION AND PURPOSE

Thank you for your interest in becoming an **Independent Contractor for Instruction (“Contractor”)** 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. Parks & Community Services staff are dedicated to building strong community connections through educational and recreational opportunities. We believe that the benefits of participating in recreation programs, classes and events enhance the overall quality of life for Davis residents.

WHY TEACH CLASSES WITH DAVIS PARKS & COMMUNITY SERVICES?

This is an opportunity to partner with us in providing a wide variety of innovative, diverse and inclusive recreational and cultural opportunities to our community.

Parks & 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 a Contractor:

- 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, amphitheater, athletic fields and sports courts.
- Parks & 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. Contractors 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 program occurs.
- We accept VISA and MasterCard, cash and checks for activity payments. We offer registration through five easy customer friendly ways including, online registration, in-person, mail, telephone, and fax. For those individuals and families that may be on limited incomes, we also offer a fee scholarship program that assists in offsetting up to 100% 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 Parks & Community Services staff will often conduct customer satisfaction surveys or site inspections on a re-occurring basis.

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 68,000. It is a unique blend of students and residents in the 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 35,000. 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, 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 habitats. 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 Parks & Community Services Department is to enrich and enhance resident's lives by providing quality programs, services and experiences. Parks & Community Services provides a wide variety of recreational opportunities, including youth and adult sports, adaptive recreation for persons with disabilities, aquatics, community events, 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 enhance the lives of our community, making Davis more healthy, livable and enjoyable.

OUR VALUES

The core values of the Parks & Community Services Department are: Accountability, Fairness, Inclusiveness, Leadership, Making a Difference, Quality, Service and Vision. We hope, as a representative of the City, Contractors 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 a Contractor 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. Contractors must always be cognizant of their responsibilities to assist the City in building a healthy community.

DEFINITION OF CONTRACTOR

A person or business who performs contracted services for the City under the Independent Contractor for Instruction Agreement.

A Contractor is not an employee of City, but is solely an independent contractor. Contractor expressly acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance or other employee benefits and that any person employed by Contractor shall not be in any way an employee of City. Contractor shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers' compensation and unemployment insurance and that of its employees and subcontractors. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

The Contractor has the sole authority to control the means of performing the instructional services required by this Agreement. The City has the sole authority to direct the results of Contractor's performance, including without limitation, by inspection and supervision of Contractor's performance.

SECTION 2

PROPOSAL PROVISIONS

TERM OF CONTRACT

The resulting Contract(s) from this Special Interest Class Instructor Proposal will be for a term of **one (1) year**. The City shall have the option to renew said Agreement for up to **three (3) additional one (1) year terms** upon the same terms and conditions as provided in this Agreement.

QUALIFICATIONS

- a) Demonstrate significant knowledge and experience of proposed class subject matter.
- b) Ability to present instruction information in a satisfying manner for participants.
- c) Prior teaching experience is desirable, but not required.

INSURANCE LIABILITY COVERAGE

Contractor and Subcontractor shall indemnify and provide prior to the beginning of and for the duration of the Agreement: (a) insurance coverage, (b) endorsement for General Liability and (c) waivers of subrogation for all coverages as specified herein and more particularly depicted in the Agreement. In Addition, Contractor shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City, in City's sole discretion, that the Subcontractor has secured all insurance required under this section

The minimum scope and limit of insurance limits for sedentary activities in classroom defined as "Non-Contact Programs" and for higher risk activities defined as "Contact Programs" shall maintain no less than:

Minimum Scope and Limit of Insurance		
	NON-CONTACT	CONTACT
General Liability For bodily injury, personal & advertising injury and property damage.	<ul style="list-style-type: none"> • \$1,000,000 per occurrence • \$2,000,000 aggregate 	<ul style="list-style-type: none"> • \$2,000,000 per occurrence • \$4,000,000 aggregate
Workers' Compensation	<ul style="list-style-type: none"> • Statutory 	<ul style="list-style-type: none"> • Statutory
Employer's Liability As required by the State of California	<ul style="list-style-type: none"> • \$1,000,000 per occurrence 	<ul style="list-style-type: none"> • \$1,000,000 per occurrence

SPECIFICATIONS

Certificate Holder	<ul style="list-style-type: none"> City of Davis, its officers, officials, employees and volunteers / 23 Russell Blvd, Davis, CA 95616
Endorsement Certificate	<ul style="list-style-type: none"> City of Davis, its officers, officials, employees and volunteers Certificate must include policy number.
Waiver of Subrogation (WOS) Certificate	<ul style="list-style-type: none"> City of Davis, its officers, officials, employees and volunteers Certificate must include policy number.
Excess or Umbrella Policies	<ul style="list-style-type: none"> Contractor may use Excess or Umbrella Policies to provide the minimum General Liability per occurrence limits as required in contract. However, copies of the Policy Provisions and Declarations pages for said policies must be submitted to the City for review.
Self-Insurance Retentions (SIR) and Deductibles	<ul style="list-style-type: none"> Any self-insurance retentions and deductibles must be declared to and approved by the City. Contractor must submit copies of the comprehensive liability policy declarations page.

CITY BUSINESS LICENSE

All Contractors 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 Boulevard.

TUBERCULOSIS (T.B.) TESTING

The City of Davis requires all Contractors and Instructor Assistants working with the public to provide proof of current (within 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 Special Interest 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 Contractor Agreement.

COMPLIANCE WITH LAWS

Contractor and Subcontractor shall comply with all existing and future laws, ordinances, rules and regulations of the Federal, State, County, the City of Davis and all governing bodies having jurisdiction applying to certification of the contracted services and the work to be performed for instruction services.

Contractor will maintain reasonable evidence and documentation of Contractor's staff hiring practices, live scan fingerprint clearance, background checks, certifications and training (including without limitation with respect to orientation, in-service, mandated reporting and on-going training), and make all such records accessible by the City at any time upon reasonable notice to Contractor.

LIVE SCAN (FINGERPRINT CLEARANCE AND BACKGROUND CHECK)

As a condition of the Contractor Agreement, the City of Davis requires all Contractors and its employees, volunteers and subcontractors, 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 that the Contractors have no criminal convictions.

If the Contractor has employees, volunteers and subcontractors, prior to the first day of an activity, the Contractor must certify to the City that said employees have been fingerprinted and have passed a DOJ background check. Contractor and its employees, volunteers and subcontractors will not be allowed to teach an activity without this documentation.

MANDATED REPORTING

Contractors and their assistants are considered Mandated Reporters under the "California Child Abuse and Neglect Reporting Law." This means if the Contractor 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, physical abuse, 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).

Contractors and their assistants are also considered Mandated Reporters under the "Elder Abuse and Dependent Adult Civil Protection Act." This means if the Contractor 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, medication theft, 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 or mental harm are also considered a reportable offense.

INCOME TAX REPORTING

Contractors are not considered City employees, and therefore, are not eligible for City benefits. It is the Contractor'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 Contractors will be required to complete a W-9 form.

TERMINATION OF INSTRUCTOR CONTRACTOR AGREEMENT

The City may terminate a Contractor Agreement immediately upon any breach of performance specified in the Contractor Agreement by the Contractor or his/her assistants or any violation of State, Federal or local law. Either party may terminate the Contractor Agreement without 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 reserves the right not to renew a Contractor's Agreement for any reason. Grounds for immediate termination of the Contractor 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 shall also not be liable for compensation of the Contractor for the remainder of the Contractor Agreement should it be canceled. If a Contractor fails to complete a session, as identified in the Contractor Agreement, the Contractor shall not be compensated for any part of the terminated session. If the City terminates the Contractor Agreement during the session, the Contractor's payment for services provided will be on a prorated basis.

PROPOSAL CONTENT AND INSTRUCTIONS

Contractors interested in submitting a proposal must complete and submit the Special Interest Class Instructor Proposal Application with all supporting class proposal documents to Registration@cityofdavis.org. The proposal will be considered complete only if all the items listed under the Proposal Requirements are included.

The Special Interest Class Instructor Proposal Application and supplemental information documents can be found online at the city website at: <https://www.cityofdavis.org/city-hall/parks-and-community-services/special-interest-classes>.

PROPOSAL CONTENT

This proposal content includes (a) written material, (b) graphics, photographs and (c) any other pertinent information to describe how you will perform instruction for the City.

1. **Class Description.** The proposal should outline a specific season and include the following: (a) fee rates, (b) proposed schedule, (c) facility/location, (d) material fees, (e) any requirements, (f) any skill levels specifications and (g) two (2) descriptions: (aa) The public description: a brief written summary that sells your activity to the public and will be printed in the City’s seasonal recreational guide (the “RecGuide”) and (bb) The City description: a detailed overview of your proposed activity. The information that City staff needs to know about your class focus are the methods of learning and the associated class outcomes.

Please limit the description to 60 words or less, using future tense and addressing the reader directly, using third person tense “participants.” The City deserves the right to edit descriptions and details. For example:

Leadership & Public Speaking

Learn the basic skills and techniques needed to be a successful public speaker in this interactive class for new and continuing students. Participants will prepare a speech, improve communication skills, and advance through the different levels of speech – participants will show off their new skills in a formal speech showcase at the end of the class!

2. **Material Fees and Requirements.** The Contractor is responsible for communicating equipment and supply needs to the City in advance. In the initial discussion about the Special Interest Class Instructor Proposal, the equipment and supply needs must be identified. If class equipment or supplies are to be purchased by the City, funding arrangements will need to be discussed and included within the Contractor Agreement.

3. City Facility. 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 to determine potential conflicts.
4. Pricing Fee Rates. Contractors 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 Contractor on specific cost recovery standards to assist with class pricing as established by the Davis City Council.

Contractors may also determine their per hour rate in the following way: (a) select the lowest fee per hour you are willing to work, (b) multiply this fee by the number of hours you will spend in teaching this class, (c) divide the total by the minimum number of students you will accept in the class, (d) multiply this number by .60 (if using a City facility) or .65 (if using your own facility), (e) 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. For example:

- \$40 minimum instructor fee per hour x 1 hour per class x 4 days per session = \$160 Instructor fee
- \$160 ÷ 10 person minimum = \$16 minimum class fee (rounded up to nearest dollar)
- \$16 x .60 = \$9.60 per person (Contractor's portion)
- \$40 + \$9.60 = \$50.00 minimum class fee (rounded up to the nearest dollar)
- \$50 per class + \$10 materials fee per student = \$60 class fee

SCHEDULE

Submittal of Seasonal Activity Schedule Deadlines

Season	Proposed Class Dates	Deadline to Submit Class Proposals	Anticipated Public Registration Date
Fall/Winter	September 1 – February 28	May 1	August
Spring	March 1- May 31	October 1	December
Summer	June 1 – August 31	November 1	March

HOLIDAYS

City programs are not offered on the following City observed holidays, however exceptions can be made. Please refer to the City for the exact dates.

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- 4th of July
- Labor Day
- Veterans' Day
- Thanksgiving Day & Day After Thanksgiving
- Christmas Eve and Christmas Day

Submitting a proposal does not guarantee the activity will be added to the recreational offerings of the City of Davis Parks & Community Services. Program or activity approvals by the Community Services Management staff is dependent upon the amount of specific information contained in your proposal; the subject matter's potential for meeting the City's classes needs and priorities, demonstration of the Contractor's subject knowledge and teaching experience, and the availability of facilities.

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

The City will not accept proposals under the following conditions: (a) activities that are similar to those which the City currently offers, the most recent copy of the City's seasonal recreation activity guide is available online at www.cityofdavis.org/recguide and (b) activities the City has offered in the past that were canceled 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.

After a Contractor Agreement is signed, which typically covers a one-year period, Contractors will receive an Addendum to the Contractor Agreement for each subsequent season that is specific to the original agreement. Contractors should carefully review their Contractor Agreement and any future Addendums to prevent any misunderstandings and to ensure you are fully knowledgeable about the City's expectations and standards for Contractors. As a Contractor, 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, safe, 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.

SECTION 4

SERVICE AND PERFORMANCE STANDARDS

CLASS CANCELLATIONS, CHANGES AND NOTIFICATIONS PROCEDURES

It is important classes and activities start and end as advertised. The City will alert participants 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, Contractors 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.

The City reserves right to cancel or change programming based on low enrollment, unexpected problems, inclement weather, mosquito spraying, poor air quality and/or any natural forces that may alter indoor or outdoor programming. The City reserves the right to cancel the programming if, in their sole discretion, circumstances beyond its control including without limitation, acts of government, riots, fires, floods, or other casualty, epidemics, earthquakes, Public Safety Power Shut offs, or unusually severe weather necessitate such a cancellation. The City shall provide notice of cancellation under this provision as soon as is practical. In the case, a class must be canceled due to insufficient enrollment. The Contractor 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 canceled by the City, the City will issue refunds or household credits to registrants. Payment to the Contractor is based on enrollment.

In the event a class needs to be canceled on the part of the Contractor, the Contractor must contact Parks & Community Services staff, with whom you coordinate your class offerings, as soon as possible, no less than 24 hours in advance to the City. Parks & Community Services staff and contractor/instructor will work together to determine what accommodations should be made dependent on the situation. The Parks & Community Services Department will be responsible for contacting the registrants regarding the class cancellation, rescheduling, transfers, or refunds.

COMMUNICATIONS/INTERACTIONS WITH PARTICIPANTS AND GUARDIANS

Parks & Community Services staff values community input, even when it may contain comments that demonstrate a need for continued improvement. Any customer contact received by a Contractor concerning the contracted services must be addressed by the Contractor and Parks & 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 Contractor 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 Contractor is also prohibited to use any participant information, rosters, mailing lists, etc. for any purposes other than authorized City use.

COMMUNICATION WITH THE CITY

It is important to maintain a clear line of communication between the City and the Contractor. As a Contractor, 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.

Parks & 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.

COMPENSATION AND PAYMENT

Effective January 1, 2014, unless otherwise noted on a written and executed contract, new Contractors will receive a compensation of a **60% split** of the resident registration fees collected, excluding non-resident and administrative fees, for providing instruction in **City facilities**.

The standard **split of 65%** of the resident registration fees collected, excluding non-resident and administrative fees will be applied to all new Contractors who provide instruction at **private off-site facilities**.

Fees for materials and supplies are considered separate class fees that are payable directly to the Contractor, and are not calculated into the percentage split calculations unless otherwise arranged with Parks & Community Services staff. Contractors 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.

Once 50% or more of the class has occurred, the Contractor shall be responsible to submit an invoice to receive compensation based upon the current enrollment at that time after Quality Assurance and any other prorated enrollments request have been processed. The Contractor will usually receive payment for services within 2-3 weeks of submitting an invoice. Contractors 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 Contractor to ensure all participants are fully registered,

have a current Liability Waiver on file and all ePACT emergency forms completed at the City's registration office.

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.

PROGRAM DISMISSAL GUIDELINES

At the end of the activity, the Contractor 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 Contractor 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 Contractor'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/emergency contact has arrived or available 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 Contractor. The Contractor's primary responsibility is to ensure the safety of participants involved with the activity. The Contractor 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 Contractor to City staff, 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 as specified in **Attachments A and B** attached hereto and incorporated herein.

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.

Contractors must 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. Contractors are not authorized to administer any

medications to class participants. Contractors offering classes in a City facility may use first aid supplies onsite.

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 Contractor is also responsible for ensuring the class responds appropriately to fire alarms, smoke detectors and other emergencies.

PROFESSIONAL CONDUCT

Although Contractors 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. Contractors are to maintain a professional relationship with participants and parents or guardians of minor participants at all times.

PHOTOGRAPHY AND VIDEOS

Contractors must obtain written approval from the City to obtain photography and video consent prior to distribution.

PHOTO DISCLAIMER

The City of Davis may from time to time photograph or videotape class participants and recreational users of city programs and facilities, and use these photographs or videotapes in its promotional materials.

As part of the Contractor Agreement, the Contractor 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 Contractor.

ADVERTISING & PROMOTION

The majority of the class offerings are listed in our seasonal Rec Guide, which is available online. Information is also periodically published in the local newspapers, our web site, Mail Chimp, Facebook, Instagram, as well as flyers produced by Parks & Community Services staff. Any advertising produced by a Contractor must be presented as a sponsored program of City of Davis Parks & Community Services. Contractors are encouraged to promote their activities through social media networks as well.

Contractors are responsible for any additional promotions for their activities beyond which the City provides. All promotions must be approved by Parks & Community Services staff prior to public distribution.

CLASS ORIENTATION

Contractors 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. Contractors 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. Contractors will be required to complete a Key Check Out form provided by Parks & Community Services staff, along with submitting a \$26 refundable deposit. Ongoing Contractors may retain their keys and access codes as long as they are teaching during the season. If the Contractor 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 Contractor 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 Contractor’s next class payment.

MANAGEMENT OF FACILITIES/STORAGE OF EQUIPMENT

Parks & Community Services staff will ensure all facilities are clean and ready for general use. The Contractor 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 are the responsibility of the Contractor. The Contractor 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 Contractor 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 issues, 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 Parks & Community Services staff will usually consult with the Contractor prior to an evaluation. Contractor input is welcomed on timing and focus of evaluations, and the questions included. Contractors are encouraged to read the completed evaluations, which are kept on file with the assigned Parks & 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 Contractors prior to the start of each activity. It is the responsibility of the Contractor 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 Parks & 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 Contractor 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 and/or ePACT emergency forms.

CLASS VISITORS

There are times when the Contractor 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 Contractor 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 class 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 REC GUIDE

Sometimes data entry errors happen when it comes to producing the seasonal Rec 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, Parks & Community Services staff draws upon the critical eyes of Contractors 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 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.

CITY PROGRAM REGISTRATION POLICIES AND GENERAL PROVISIONS

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 Contractors, Parks & Community Services staff is available during regular business hours (Monday through Friday, 8:00 a.m. to 4:00 p.m., including the lunch hour) to process activity registration. Under no circumstances is a Contractor 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) in person at the Parks & Community Services main office, 3) by phone if current liability waiver is on file, 4) by fax. Unless otherwise arranged in advance with Parks & 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. Contractors 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 Parks & Community Services main registration office. Please direct these individuals back to the main registration office, where Parks & Community Services staff will help them fill out the required forms in a timely manner.

AMERICANS WITH DISABILITIES ACT (ADA) AND REASONABLE ACCOMMODATIONS

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 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 three (3) 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.

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. Contractors 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 Parks & 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 Parks & 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. The contractor does not receive non-resident fees.

CITY PROGRAM BEHAVIOR POLICY

It is the goal of Parks and Community Services 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 followed. Participants are expected to: (a) be respectful of the feelings and properties of others, (b) not interfere with the learning of other participants, (c) follow instructions and rules as stated by the instructor or leader and (d) not verbally or physically harm another person or property Use appropriate language.

Consequences for misbehavior are usually progressive and reflect the severity of the unacceptable behavior. Listed below is a progression of discipline. Please note that discipline may not be sequential and one severe act could lead to dismissal from our programs. No refund will be given if a participant is dismissed from a program.

1. Warning
2. Time out
3. Phone call to the parent/guardian
4. Removal of the child for the day or temporary suspension from the program

5. Dismissal from the program

LATE PICK-UP POLICY

Parents who are late to pick-up their children after the program is over will be charged the following amounts:

- 1–5 minutes late: **No charge**
- 6–15 minutes: \$5.00 16–30 minutes: **\$15.00**
- 31 minutes to 1 hour: **\$25.00**
- After one hour: **\$50**, and if parents have not already contacted the program staff and emergency contacts are non-responsive, the police will be notified.

Parents will be billed and must pay late pick up fees before their child can return to the program the following days. After three (3) late pick-ups, the participants may be dropped from the program with no refund. Contractor shall be responsible to submit an invoice to the City for late pick-up charges.

REFUND AND TRANSFER POLICY

All cancellation and transfer requests by customers must be submitted via e-mail to Registration@cityofdavis.org or in person at the Parks & Community Services office, located at 23 Russell Boulevard, Davis.

Per the City of Davis Refund and Transfer Policy, customers will receive:

- 95% refund if a refund is requested eleven (11) business days or more prior to the start of the activity
- 50% refund if a refund is requested two to ten (2-10) 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 11 business days in advance of the activity starting without a fee. Transfers must be for the same participant. Transfers requested 1-10 business days prior to the start of the class will be charged 25% of the total cost of the class, including non-resident fees. Transfers must be held within the same seasonal recreation activity schedule. The Contractor does not receive any fees withheld from the customer due to the Refund and Transfer Policy.

INCLEMENT WEATHER POLICY

In the event of inclement weather (for example, but not limited to) excessive temperature, mosquito spraying and/or poor air quality, the Contractor and the City will work together to determine what accommodations shall be made.

QUALITY ASSURANCE POLICY

It is the City's goal to provide our customers with high quality recreation programs, events and activities. On occasion, a customer may find that the experience did not meet their expectations. If they have attended the first day of the program or activity and are not completely satisfied, they can submit a Quality Assurance request form no later than 24 hours after the first-class meeting. Once received and verified they can transfer to another program, receive a full credit to their household account or be refunded via the means of payment. Contract Instructors will not be compensated for any "Quality Assurance" refunds. The Quality Assurance policy does not apply to excursions (i.e. Trekkers, Excursions, Adaptive Recreation), Adult Sport leagues, one-day specialty events or programs, facility rentals, and daily or seasonal swim and fitness passes. The Contractor does not receive payment for people who removed from the roster for this purpose.

WAITLIST POLICY

Once an activity/camp is full, a waitlist will begin. If a space becomes available, registration staff will contact individuals on the waiting list.

ePACT NETWORK

The City uses an emergency and medical information software, ePACT Network for certain youth programs prior to class. Incomplete files will delay program participation. Electronic forms will only be accepted, no paper forms.

MONITORING PERFORMANCE OF CONTRACTORS

Parks & Community Services staff may periodically review reports and records of the Contractors. Contractors 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.

- a) INSPECTION. City will periodically inspect the work of Contractors. The inspection can be completed with or without the Contractor's knowledge and can be completed by internal staff, other professionals or volunteers.
- b) REVIEW OF COMPLAINTS. A second monitoring approach is to review complaints or comments received regarding the performance of Contractors. City will be vigilant in seeking out or addressing complaints or dissatisfied customers.
- c) 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 participant and/or 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.

ATTACHMENTS

A, B, C, D, E, F, and G

Copies of Attachments will be provided to the Contractor before the start of programs.

ATTACHMENT A - ACCIDENT REPORT FORM

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 Contractors 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, Parks & Community Services staff must be notified immediately of the accident.

ATTACHMENT B - INCIDENT REPORT FORM

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 Contractors 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 Contractors 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, Parks & Community Services staff must be notified immediately of the Incident.

ATTACHMENT C - POLICY AGAINST HARASSMENT AND DISCRIMINATION

This is the policy vendor staff will comply with the requirements set forth in regards to Harassment and Discrimination.

ATTACHMENT D - CONTRACTOR CHECKLIST

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

ATTACHMENT E - CONTRACT CLASS/INSTRUCTOR PROPOSAL FORM

This form must be fully completed in order to have a Contract Class considered by the City Parks & 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 Registration Date
Fall/Winter	September 1 – February 28	May 1	August
Spring	March 1- May 31	October 1	December
Summer	June 1 – August 31	November 1	March

ATTACHMENT F – CONTRACTOR AGREEMENT

This is your City of Davis’ Contractor 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 G – CONTRACTOR’S ACKNOWLEDGMENT PAGE

This page acknowledges that:

- A) The Contractor has received a copy of the Contractor Handbook, and you have reviewed its content as part of the Contractor Agreement. It further acknowledges the Contractor should use this handbook as future reference in teaching activities for the City of Davis Parks & Community Services and,
- B) Concussion acknowledgement by the Contractor that you and your staff will comply with the requirements set forth in Assembly Bill No. 2007, regarding youth athletics, youth sports organizations, concussion or Other Head injuries. If applicable. And,
- C) The Contractor will comply with the requirements set forth in the Policy Against Harassment and Discrimination.