

PARKS & RECREATION DEPARTMENT

CONTRACT CLASS INSTRUCTOR MANUAL

EFFECTIVE DATE: JULY 13, 2020



City of Diamond Bar Parks & Recreation Mission Statement

Through diverse and innovative programming, and broad partnerships, the Parks & Recreation Department plays an important role in creating a healthy community. By providing space to learn & play, space to be safe & secure, and space to create & imagine, the Parks & Recreation Department meets a nine-part mission to:

- Foster human development
- Strengthen community image and sense of place
- Strengthen safety and security
- Protect environmental resources
- Increase cultural unity
- Support economic development
- Promote health and wellness
- Facilitate community problem solving
- Provide recreation experiences

Purpose

The purpose of the Contract Class Program is for the Parks & Recreation Department to partner with individuals and local organizations to offer affordable opportunities for recreation, education and exercise. These classes allow for the City to offer a wide range of classes for residents aimed to generate community wellbeing, while generating revenue for the instructors and the City. These classes are offered at a lower rate to make recreational opportunities affordable for everyone.

Contact Information

For questions and information regarding the contract class program, facilities, scheduling, class proposals, class additions or changes, enrollment and instructor payments:

Parks and Recreation Coordinator, Contract Class Programs at 909.839.7078

Parks and Recreation Department at 909.839.7070

Instructor's Agreement

Teaching classes for the City of Diamond Bar requires all instructors to sign and submit a City of Diamond Bar Agreement for Parks & Recreation Instruction. Agreements are completed three times per year and are required to be submitted prior to the first day of classes. If signed agreements are not submitted prior to the class start date, classes may be cancelled. Instructors may not teach if the agreement is not signed. This Contract Class Instructor Manual is part of the agreement between the City and each Instructor.

Proposal Packet

Instructors are required to complete all forms in the instructor packet. These forms include: Contract Class Instructor Application, Acknowledgement of Contract Class Instructor Manual, and the IRS W-9 form. In addition, the following forms will need to be complete by all personnel who will provide class instruction; Instructor Profile & Supplemental Questionnaire, and Child Abuse and Neglect Reporting Policy. Upon approval, you will also be required to obtain a City of Diamond Bar Business Registration Certificate (p. 8), proof of Insurance (p. 4), pass a criminal background check by providing a complete set of fingerprints to the City (p. 2), and all personnel requiring contact with children shall produce and/or keep on file with the city a TB test certificate (p. 3). Submittal of a proposal packet is not a guarantee your class will be accepted. Classes chosen to run are determined based on a variety of factors including: instructor credentials, community need, facility availability and cost.

Instructor Acknowledgments

Instructor's services, as well as the services of any assistants or substitutes utilized by an instructor, are to be performed in a competent, professional, and satisfactory manner. In executing the contract

for class instruction, the instructor is warranting that he or she has carefully considered the services to be performed and the facilities, difficulties and restrictions in performing the services.

Instructor, its' assistants or substitutes, assume all risk of damage or injury to themselves and to their personal property in the performance of class instruction and forgo the right to bring an action of any kind against the City, its' officers, subcontractors, agents and employees in connection with any injury or damage arising out of its' contract with the City and does, on behalf of itself, its agents, heirs, administrators and assigns release and discharge the City for any and all claims for losses, damages or liabilities, except those arising out of the active negligence or misconduct of the City, its officers, subcontractors, agents and employees.

All matters relating to class administration, eligibility of any student and evaluation of Instructors' performance are within the sole authority of City. Instructor shall be responsible for the content and the day-to-day conducting of the class.

Fingerprinting

Instructor and Instructors' personnel who instruct classes shall agree to and voluntarily submit to and pass a criminal background check by providing a complete set of fingerprints to the City prior to performing instruction under any agreement. Livescan fees are taken care of by the City of Diamond Bar as long as the service is completed by the Walnut Sheriff's Station. Parks & Recreation will supply the Live Scan Service form. Take the supplied Live Scan Service form, fully completed, and report for fingerprinting to the Walnut Sheriff's Station located at 21695 Valley Boulevard, Walnut, CA (909) 595-2264. The City of Diamond Bar will not accept fingerprint clearance from another entity without prior approval. A list of approved alternative fingerprinting locations may be found at <https://oag.ca.gov/fingerprints/locations>. Any additional costs associated with fingerprinting through any agency will be the responsibility of the instructor. Once fingerprinting is complete, promptly return one signed copy of the Live Scan Services form to the Recreation Coordinator via email, mail, or drop it off at the Diamond Bar Center (1600 Grand Avenue). The completion of this process does not infer clearance to teach. Parks & Recreation will inform you once you/your personnel's clearance has been received from DOJ. Only then will you/your personnel be permitted to participate in the Contract Class Program. All preceding directions will apply.

TB Test Results (Effective date TBA)

California Public Resources Code, Section 5163; requires that all personnel working in connection with a park, playground, or recreational center used for recreational purposes by a city in a position requiring contact with children, shall produce and/or keep on file with the city a certificate showing that within the last two years the person has been examined and has been found to be free of communicable tuberculosis. Those employees who are skin test negative shall be required to undergo the foregoing examination at least once each four years for so long as the personnel remains skin test negative. Once an instructor has a documented positive skin test which has been followed by an X-ray, the foregoing examination is no longer required and a referral shall be made within 30 days of the examination to the local health officer to determine the need for follow-up care. The test may be completed with your own physician. Should you not have your own physician we can refer you to a US Health Works location. It is the instructor's responsibility to keep their certificate current. All costs associated with testing will be the responsibility of the instructor. Certificate must be presented to the City of Diamond Bar's Human Resources Department at 21810 Copley Drive, by email CTonthat@DiamondBarCA.Gov or fax 909-861-3117.

Additional Instructors (Assistants and Substitutes)

If you are using additional instructors you must receive approval from City Staff. All substitutes and additional instructors must complete the following forms; Instructor Profile, Supplemental

Questionnaire and Child Abuse and Neglect Reporting Policy. They must also pass a criminal background check by providing a complete set of fingerprints to the City (p. 2), and all personnel requiring contact with children shall produce and/or keep on file with the city a TB test certificate (p. 3), prior to participating in any class activities. All paperwork may be obtained at the time of receiving fingerprinting paperwork and is to be completed, signed and returned with signed Live Scan form.

Class Proposals

Class Proposal forms are available to potential instructors in person at the Diamond Bar Center, via the internet, emailed per request, and are automatically emailed to current instructors on an annual basis. Proposals are due by the date listed on the top of the class proposal form. Late proposals will not be accepted and classes will not be run without a proposal submission. Class Proposal forms need to be fully completed by the instructor for each class they wish to submit. Information provided on the Class Proposal form is included in the registration software and in the Recreation brochure. If you are proposing a new class, please include a weekly syllabus. This does not need to be overly specific, but needs to give a general outline of topics to be covered. Submittal of a proposal is not a guarantee your class will be offered. Classes chosen to run are determined based on a variety of factors including: instructor credentials, community need, facility availability, and cost.

Registration

Parks & Recreation staff for the City of Diamond Bar is responsible for conducting registration, collecting money and making any necessary refunds. Instructors cannot accept class fees. Participants may not submit registration forms and payment to instructors.

Participants enroll in classes according to the Recreation brochure session. Instructors are encouraged to wait until after the first two weeks of registration, it is much easier to determine the status of enrollment for any given class. Keep in mind there are often "last minute" registrations and enrollment numbers may change before your class begins.

There are four ways for participants to register.

1. Online-www.CityofDiamondBar.com
2. By mail-21810 Copley Dr., Diamond Bar, CA 91765
3. In person-Diamond Bar Center, 1600 Grand Ave., Diamond Bar, CA 91765
4. Fax-fax a completed registration form to 909.612.4580

Liability Waivers

Liability waivers must be signed by every participant in every class, prior to the start of the first class; including returning students, instructors and instructor assistants. If the participant is less than 18 years of age the parent/guardian must complete the form. Class participation is not allowed unless a liability waiver has been signed. There are no exceptions to this policy, waivers are a requirement and must be completed. Said waivers will be completed electronically by participant/guardian at the time of registration. See Attachment #1 attached.

Insurance

Contractors shall be required to keep in force comprehensive Commercial Liability and Property Damage Insurance written on an occurrence basis with limits of at least \$1,000,000 for bodily injury or death of any one person or for any one accident or occurrence and at least \$1,000,000 for property damage and which does comply with the following (Attachment #2 attached):

- a. It shall provide that The City of Diamond Bar, its officers, employees, agents, and volunteers are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to the City along with the certificate of insurance, which endorsement shall be on Insurance Services Office, Inc. Form CG 20 10 10 01.

In lieu of an endorsement, the City will accept a copy of the policy(ies) which evidences that the City is an additional insured as a contracting party.

b. The insurance shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy.

c. Before Instructor performs any work hereunder, Instructor shall furnish certificates of insurance and endorsements, as required by City on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days prior written notice to City.

d. Instructor shall immediately notify the City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by the City.

e. Instructor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Instructor shall look solely to its insurance for recovery.

f. The insurance required herein shall be issued by an insurance company authorized to do business in the State of California and have a current A.M. Best's rating of no less than A-, VII, unless otherwise approved in writing by the City.

Should an Individual Contract Instructor not carry their own insurance they will be covered under third party liability insurance purchased by the City through SCMAF.

Indemnification

Instructor agrees to defend and indemnify and hold harmless the City, its subcontractors, officers, agents and employees from and against all claims, causes of action, liabilities and damages for injuries to persons and property, including reasonable cost of defense and attorneys' fees, arising out of Instructor's negligent or wrongful acts, errors or omissions in conducting the class.

Class Dates/Times

It is very important that the class dates and times advertised in the Recreation Brochure are followed. Classes should start on time and end on time, as stated in the Recreation Brochure. Instructors requesting a change of dates or times must inform City staff immediately. Keep in mind that participants have paid for the expected service level that has been advertised. Classes will not be held on City observed holidays.

Class Rosters and Attendance Sheets

It is important that you have a sign-in sheet or some manner to take roll at each class. Your roll sheet can then be compared to the roster. This is the only way to verify how many participants have actually paid and are enrolled in each class. To obtain a class roster please contact Parks & Recreation. A copy of your attendance sheet(s) will need to be submitted to the Contract Class Coordinator at the end of each session in order for staff to process your payment.

E-Mails and E-Notifications

The use of participant emails by instructors is restricted to communications regarding the enrolled class only. Instructor must collect email addresses independently of Parks & Recreation. The City of Diamond Bar will not provide instructors with participants' email addresses, unless the participant email address is to be used as a form of verification when registered in an online course. Emails for advertising purposes may only be sent out by the City of Diamond Bar.

Class Cancellation Policy

All classes, which have not met their minimum registration within two (2) working days prior to the scheduled start date, may be cancelled. Instructors will be notified when their class has been cancelled. Every effort will be made to contact instructors prior to cancelling a class, but in the

event an instructor cannot be reached, class minimums will be strictly enforced. If a class is cancelled due to low enrollment or any other reason, students will receive a full refund of class fees, including material fees; instructor will receive no payment. If a class is cancelled by the instructor, then it is the instructor's responsibility to contact the participants and inform them of the cancellation. The City may, in its discretion, cancel a class at any time or if reasonably necessary, change the time, day or location of a class. In the event the City cancels a class after it commences through no fault of Instructor, Instructor will be paid on a pro rata basis for the classes taught.

Make-Up Classes

Make-up classes are for individual class meetings that have been cancelled due to an instructor's absence, illness or City staff postponing the class. It is the instructor's responsibility to contact City staff to schedule a make-up time. Please contact the Recreation Coordinator for assistance with scheduling a make-up class.

Sick and Late Procedures

If an instructor is sick and needs to cancel a class, the instructor will need to contact the participants and inform them of the cancellation and when a make-up class will be held. The instructor is responsible for making the proper arrangements for make-up classes, which includes room reservations of City facilities. Class sessions as advertised in the Recreation brochure will need to be provided to the participant as these classes will have already been paid for. Make-up classes that cannot be held will require the City to prorate the registration fee and refund the participant equal to the amount of class session not held. An instructor must make every attempt to hold a make-up class, regardless of holidays, room locations, family emergencies, etc.

Another option is to have a replacement instructor who is fingerprinted by the City of Diamond Bar and is knowledgeable in the class and has the appropriate credentials to teach the class in your absence.

If you will be running late and will arrive after the start time of the class, **please notify City staff, by calling (909) 839-7070 immediately** so they may inform the participants who may be waiting. Classes starting five minutes or later after the advertised start time should have the time added at the end of the class to ensure the participants are receiving the amount of instruction they have paid for. Please check with staff to ensure that your class ending time will not conflict with another booking.

Wait List

Participants that are on the waiting list may be added to the class, if there is room available, and on a first come, first serve basis. Staff will contact the participants in order of the waitlist to confirm they would like to be added to the current class or added to a new class. Participants on the waiting list will need to submit a registration form, payment, along with a liability and waiver form prior to participating.

Late Pick-ups

If a parent is late picking up a child, it is the instructor's responsibility to stay with the child until the parent arrives. Notify the parent of the need to be on time in the future before releasing the child to them. If the problem persists and the parent is continually late, notify Parks & Recreation so that a follow up can be done to ensure prompt pick-ups in the future.

Work Attire

As a contractor, you are expected to dress neatly and appropriately for each activity. Please wear shoes and attire that are appropriate and safe for the class you are teaching.

Fee Structure

The fee structure is as follows: Instructors set their desired fee for the class, the City then adds a \$10 per participant administrative fee, the City will add an additional \$5 non-resident fee when applicable; the sum of these fees is what is advertised. Before instructors are paid, the City retains the \$10 administrative fee and \$5 non-resident fee. Instructors receive 60% of the class fees and the City keeps 40%, unless negotiated otherwise and approved under signed City Agreement.

NOTES: Class fees are not to be pro-rated, unless the instructor is unable to accommodate make-up classes due to instructor's cancellation or late arrival. Administrative fee and non-resident fee are subject to change per City Council approved fee schedule.

Material Fees

Instructor may charge a material fees to the participant in addition to the registration fee with prior Recreation Coordinator approval. Material fees are supplies that the participant is required to have in order to participate in the class. Material fees must be a direct cost of the supplies required by the instructor and are thus deemed property of the participant once the transaction is complete. On your class proposal form, each instructor will need to specify if there is a material fee and how much it is per participant. The material fee section of page two (2) of the class proposal form needs to be fully completed with details justifying the material fee. Should a student cancel within the terms of the Cancellation policy, the material fee shall be refunded by the instructor in full.

Refunds

Refunds will only be granted, if requested, prior to the start of the second class with a completed class refund application form. The City will retain a \$15.00 processing fee (subject to change per City Council approved fee schedule) for a requested refund. The participants will receive a refund of the remaining balance of fees paid and instructor will receive no compensation. Instructors who want to cancel a class must contact the Recreation Coordinator. Classes must be cancelled at least 48 hours prior to the first-class meeting. In the event of an instructor cancellation or in the case services are not provided, the participants will receive a full refund and instructor will receive no compensation. Refunds take three to four weeks to be processed.

Payment Schedule

City staff will process payment for all contract class instructors following the last class meeting or following any make up classes that may be required. The City will not be able to provide payment to instructors until the class has been completed for that session. The following paperwork will need to be signed and submitted in order to process any payments; Signed seasonal contract with class listing, verified attendance sheet(s), and signed yearly W-9 form. Finance check processes will be bi-weekly and mailed within 2 weeks from the completion of each class.

Instructors and their substitutes or assistants are independent contractors and not employees of the City. As such, they are not entitled to any other compensation or City benefits; including but not limited to liability or workers' compensation coverage, health insurance, retirement, unemployment insurance or any other benefit provided to City employees.

Evaluations

The City of Diamond Bar reserves the right to evaluate classes periodically on a random basis. Evaluations will be done electronically.

Facilities

Please leave the facility as you find it, or better. All trash must be disposed of at the end of each class. You are responsible for the safety and behavior of your students as well as the furnishings and

other items found in the room. Please report any facility issues to Parks & Recreation immediately. Other than maintenance or repair caused by Instructor's negligence or intentional acts, the City shall be responsible for ongoing maintenance and repair of the facility.

Room Set Up/Requirements

For specific room setup, each instructor will need to contact the Recreation Coordinator to inform them of required materials. Specific requirements need to be submitted with your class proposal form.

Business Registration

All contract class instructors must obtain a Business Registration Certificate. All persons, companies, vendors, contractors, etc. doing business in the City of Diamond Bar must register for a Business Registration Certificate. Additionally, Diamond Bar based businesses can obtain their certificate through the City's Planning Division at 909.839.7030. Applications are available on the City's website at www.cityofdiamondbar.com and at City Hall. You are required to renew your license every calendar year. If you discontinue teaching classes with the City of Diamond Bar you must request to close your certificate to avoid late fees. You may submit a renewal request if you return to the Contract Class program with no penalty. It is your responsibility to keep a current license on file with the City of Diamond Bar.

Photographs

All enrolled participants are required to sign the City of Diamond Bar liability waiver form which also authorizes the City of Diamond Bar to take and use photos of participants for publicity purposes. As a City of Diamond Bar Contract Instructor, you acknowledge your photo may be used for City publicity purposes. *Taking photographs of things that are plainly visible from public spaces is a constitutional right and that includes government facilities, federal buildings, transportation facilities, and police and other government officials carrying out their duties. As a contractor with the City of Diamond Bar, your photo may be taken while at a City facility.*

If non-City press wants to take pictures, please ask to see a press ID and badge. If the participants in the class are under the age of 18 years old, you will want to inform the parents that photographs of their children will be taken by the press. The Recreation Coordinator needs to be notified with the following information:

- The name of the publication
- The name(s) of the staff from the publication
- Purpose of pictures/story
- Date when information will be published

First Aid Procedures

In all cases City staff must be notified and an incident report form must be completed. Report to City staff for assistance with completing the incident report form.

As the instructor, you will need to use your best judgment in the interest and the safety of the participant in whether immediate medical attention is needed. **In case of a life-threatening emergency call 911.**

If you, or a student, encounters a minor accident (small cuts, skinned knees, elbows, etc.) treat the injury as needed. City Parks & Recreation employees are certified in First Aid and CPR and may be available to provide assistance when on site. Please carry and maintain first aid supplies while conducting classes. Additional supplies may be available at the Diamond Bar Center, City Hall, and Heritage Park. See a building attendant for assistance with first aid or needed supplies.

For a serious accident (unconscious, bleeding profusely, heart attack, stroke, broken bone, etc.) call 911. Be sure to provide dispatch with the following: *address, names of cross streets, gender and approximate age of injured, and symptoms.*

See Attachment #3 for procedures to prevent, reduce, or eliminate workplace exposure to bloodborne pathogens and other potentially infectious materials. Please notify a City staff member for assistance with decontamination and/or disposing of contaminated materials.

Advertising and Marketing

The City will:

1. Publish and mail the Recreation Brochure three times per year
2. Write and send press releases for new classes and other classes as it deems necessary
3. Approve any advertisement or flyer, in advance
4. Update class information on the City of Diamond Bar's website

What you can do:

Obtain approval from the Recreation Coordinator for additional promotional materials or flyers. Individual instructors are responsible for making their own copies and distributing them. Flyers may be displayed at City facilities, if space is available. Additional advertisements may be made at your own expense via internet, news paper or other media source only with prior City approval.

The following must be included on the advertisement:

- Who, what, where, when, how
- Name of class and the class number listed in the Recreation Brochure
- Registration contact information
- City Logo
- "the City of Diamond Bar Parks & Recreation"

Off-Site Facilities

Classes not held at a City facility are required to follow all instructor guidelines as they are written in 2019 Contract Class Instructor Manual. Registration for City advertised classes is the responsibility of Parks & Recreation for the City of Diamond Bar. Participants may not submit registration forms and payment to instructors nor to site clerks. If registration for other classes is being taken on site then we ask that similar classes be offered at different times. Fees should be non competitive or offered at a discounted rate through the City brochure. The purpose of the Contract Class program is to offer beginner level classes at a reasonable cost. We hope that these classes, in turn, will encourage students to enroll at your location for more advanced programs.

Online and On Demand Courses

Instructor is responsible to operate and maintain at instructor's own cost, membership or licensing of secured online meeting platform (Zoom, GoToMeeting, etc.) for any online hosted courses. City will manage registration and share participant rosters and emails with instructor to verify enrollment. Instructor is responsible to review and adhere to in the fullest the City's Information Systems Usage Policy.

The City of Diamond Bar is not responsible for any loss, alteration, corruption or other damage to instructor or participant personal property, including computers, networks and other personal property used as part of participation in the class. The City of Diamond Bar makes no warranty that 1) internet service will be adequate to facilitate the class, 2) internet service will be uninterrupted, timely, secure, error-free or virus-free, 3) any information that may be obtained through the class will be accurate or reliable and/or 4) that any errors in software will be corrected.

Information Systems Usage

See Attachment #5 regarding the City's guidelines for use of information systems; including, but not limited to, computers, electronic mail, internet, hardware, software, network infrastructure, telephones, cellular phones, two-way radios, and any and all other equipment associated with digital information.

Child Abuse and Neglect Reporting Policy

See Attachment #4 regarding the City's Child Abuse and Neglect Reporting Policy, revised on May 14, 2013. The California Child Abuse and Neglect Reporting Act requires employees and independent contractors whose duties require direct contact with children to immediately report alleged child abuse or neglect to law enforcement. This policy establishes procedures for City employees and independent contractors. Please read thoroughly and return a signed copy at your earliest convenience. Commercial Contractors, please review with your instructors and have each sign.

Infectious Disease Control Policy

See Attachment #5 regarding the City's Infectious Disease Control Policy, effective June 5, 2020. This policy establishes procedures to maintain the health of the public, employees and independent contractors in a public health emergency. By signing this document, you certify that you have received and reviewed the policy and will adhere to it in the fullest. Commercial Contractors, additionally certify that you have reviewed with your instructors/employees.

Personnel/Designated Person

Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Except as provided in this Agreement, Contractor reserves the right to determine the assignment of its own employees to the performance of Contractor's services under this Agreement, but City reserves the right in its sole discretion to require Contractor to exclude any employee from performing services on City's premises.

Non-Discrimination and Equal Employment Opportunity.

A. Contractor shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

I, _____, have read, understand, and agree to adhere by the rules set forth in this manual.

(Instructor Signature)

(Date)

Sign and return to:
City of Diamond Bar
Attn: Contract Classes
21810 Copley Drive
Diamond Bar, CA 91765