



Independent Contract Instructor Handbook and Proposal

**City of Manteca
Recreation and Community Services Department**

252 Magnolia Avenue • Manteca, CA 95337
Phone (209) 456-8600 • Fax (209) 923-8954
www.mantecagov.com

**City of Manteca Recreation and Community Services Department
INDEPENDENT CONTRACT INSTRUCTOR HANDBOOK**

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I. INTRODUCTION

The Manteca Recreation and Community Services Department (MRCSD) utilizes Independent Contract Instructors to provide recreational services to our community. Programs may be designed for people of all ages. Thank you for your interest in becoming an independent contract instructor. We look forward to working together to reach common goals and to serve our community.

The information in this handbook is intended for current instructors and those who may be interested in becoming instructors.

Our Vision:

Creating Community through People, Parks, and Programs.

Our Mission Statement:

The primary mission of the City of Manteca Recreation and Community Services Department is to plan, acquire, develop and maintain parks, recreational, cultural and educational facilities; to conserve them for future generations; and to administer quality public recreational, human service, cultural, and educational programs that will serve the needs of residents in the Manteca area; and to facilitate and serve as a catalyst for private, non-profit, and quasi-public provision of facilities and/or service.

Our Customer Service Pledge:

We will deliver superior service to all our customers, striving to fulfill our commitment by providing friendly, courteous, efficient, and responsive service.

Overview of Approval Process:

1. You—the instructor—propose a course activity. There is a Program Proposal Form in this handbook that you will complete and submit to MRCSD. Staff will review the proposal and assess the content of the course/activity to determine if it meets the Department's mission, vision, and goals. You may be contacted for a more detailed discussion at this point.
2. The proposal will then be submitted for review and approval by the Manteca Recreation and Parks Commission.
3. If approved by the Commission, you will meet with Recreation staff to determine the specific design and delivery of the course or activity in regards to facility suitability and availability, fee structure, time frames, minimum and maximum participant levels, age ranges, course descriptions, etc.
4. Once MRCSD and the Independent Contract Instructor verbally enter into an agreement, a written contract will then be produced, stating specifically the course programs and terms that you are agreeing to.
5. You will be required to satisfy the requirements shown on page 2 of this handbook.

II. CONTRACT INSTRUCTOR REQUIREMENTS

A. BUSINESS LICENSE

Contract Instructors must obtain a business license from the City of Manteca. Contact the Community Development Department at (209) 456-8550 for more information.

B. FINGERPRINT CLEARANCE

All Contract Instructors and assistants must be fingerprinted by the Manteca Police Department. When your proposal is accepted, contact the Recreation Office for fingerprinting procedures.

C. INCOME TAX REPORTING

The City of Manteca does not withhold State or Federal Income Tax, but does report income paid to instructors via IRS Form 1099.

D. INSURANCE

The City of Manteca is a member of a self-insured insurance pool known as the Municipal Pooling Authority (MPA). This insurance pool provides the first \$1 million in coverage to all of its member cities. The MPA is the insurance company for the City and not for people or businesses with whom we contract. The MPA is there to protect the City and to provide insurance coverage for the cities in the insurance pool. This insurance will not defend or pay out on claims brought against a contractor of the City.

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

To protect yourself, obtain liability insurance. Contact MPRD staff at (209) 456-8600 for information on purchasing insurance. The MPA has given the Department guidelines for those types of classes for which an instructor should be required to provide insurance. A judgment is made based on the potential for exposure (a claim), based on a common-sense approach. The Department will work with you to let you know if you are required to carry insurance. Any Contractor not actually required to carry insurance should still evaluate his or her own circumstance before deciding whether or not to carry liability insurance.

III. POLICIES AND PROCEDURES

A. PROFESSIONAL CONDUCT

Although they are not City employees, Instructors represent the City and as such must conduct themselves in a professional manner; this includes dressing and speaking professionally, and supporting the City's policies, procedures, and decisions.

Contract Instructors are to maintain a professional relationship with participants and parents of minor participants at all times.

B. SCHEDULING and ADVERTISING

All Program offerings are listed in our semi-annual Activity Guide, which is direct-mailed to over 23,000 homes in the 95336 and 95337 zip codes. The Guide also is available online, in the MRCSD office, and at other locations in Manteca. Information also will be published periodically in the local newspaper, and MRCSD staff will create program flyers to be made available in the MRCSD office. Any advertising produced by the Instructor must be presented as a MRCSD program, and must contain the MRCSD logo.

Program sessions will be timed to coincide with publication and mailing dates of the Activity Guide. Agreements must be completed by the deadlines specified below in order to allow time for layout, editing, printing, and mailing:

Winter/Spring: For programs occurring October through March
Mailed end of September

Summer/Fall: For programs occurring April-September
Mailed end of March

C. REGISTRATION PROCESS

All registrations will take place at or through the MRCSD office. No money should be collected by the Instructor. If participants have not paid, they are not allowed to participate.

D. CLASS ROSTERS and PARTICIPATION

It is the sole responsibility of the Instructor to obtain a class roster on or prior to the first day of each class session. Rosters can be obtained from MRCSD staff by any of the following methods:

- Come into the MRCSD office during regular business hours to pick it up. Contact office staff ahead of time so it can be printed and waiting for you.
- Call the MRCSD office and request that your roster be faxed or e-mailed to you.
- If your class is to be held on City property, contact the MPRD office and request that a roster be printed and left for you in the class location.

It is the Instructor's responsibility to review the roster on the first day of each session. **If a person is not on the class roster, they may not participate in the class, regardless of what type of class/program is being offered.** The Instructor must inform the individual that he/she **must** first register with the MRCSD office **prior to** participating. This policy applies to new as well as returning participants. It is a good idea to remind class participants towards the end of a session of their responsibility to properly enroll in the next session.

The **only** exception to this policy would be if the individual properly enrolled in the class **after** the Instructor had already received the roster. In this case, the participant will be instructed by MRCSD staff to take his/her registration receipt to the first class, as the Instructor will require it **prior** to participation. If the participant is not on the roster and does not bring a receipt, they will not be allowed to participate. If you want an updated roster, you may obtain it via any of the methods mentioned above.

E. ATTENDANCE

Please use the class roster to record and track attendance for each class. MRCSD staff may need you to verify attendance of participants.

F. EVALUATION OF COURSE

Instructors are encouraged to distribute Class/Program Evaluation forms to participants and return them to the MRCSD office. Evaluation forms are available in the MRCSD office and one is included in this handbook (page 11) for your use.

G. CLASS CANCELLATION

In the event a class needs to be canceled, the Instructor must immediately contact the MRCSD. It is the responsibility of the Instructor to contact class participants regarding any cancellations or rescheduling. If the cancellation is initiated by the MRCSD, the Department will, after informing the Instructor, contact program participants.

H. PAYMENT POLICY

Contract Instructors will receive payment once the class has been completed. The standard agreement between the Independent Contractor and the City is a 70%/30% split of program fees. The City retains 30% of program fees and all non-resident and late fees, unless otherwise negotiated. Should the percentage need to be re-negotiated by either party, adjustment to this basic percentage split will be made accordingly.

I. SCHOLARSHIP INFORMATION

The City of Manteca Recreation and Community Services Department has a scholarship program for qualified youth. The Department may ask the Independent Contractor to participate in the scholarship program; participation is not mandatory.

J. SAFETY

As a Contract Instructor, it is your primary responsibility to ensure the safety of participants involved with your activity. You are advised to visually inspect your program site and promptly report any hazards or unsafe conditions to the MRCSD.

It is the responsibility of Contract Instructors to know where the First Aid supplies are located in all facilities in which they provide services. In the event an accident or injury occurs during one of your programs, you must complete the Report of Accidental Injury to Public on City Property form located in this handbook (page 12) and submit it to the MPRD office within 24 hours of the event.

If a minor participant has not been picked up from any class or program at its conclusion, it is the responsibility of the Instructor 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 Manteca Police Department for assistance: (209) 456-8100. After contacting Police, then notify your program contact with the MRCSD. Never release a child to someone who is unknown to the child or to whom the child expresses fear or uncertainty.

Closing/securing facilities: When leaving, the Instructor must ensure that all doors are locked securely, alarms set, and all lights and air conditioning are turned off. If other Contract Instructors are present, please notify them of your departure.

K. COMMUNICATION WITH MPRD STAFF

It is important to maintain a clear line of communication between the City and the Instructor. As an Independent Contractor, if you have any questions, concerns, or issues regarding your program, your first point of contact is the Manager who oversees your program (either the Community Services Manager or Recreation Coordinator); it is not the clerical and support staff in the Recreation Office, unless a prior agreement has been reached between the Program Manager, Independent Contractor, and Clerical/Support staff.

L. AMERICANS WITH DISABILITIES ACT (ADA)

The ADA is federal legislation that gives Civil Rights protection to individuals with disabilities, similar to those rights provided to individuals based on race, sex, national origin, and religion. It guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, local and state government services, and telecommunications.

It is the policy of the Recreation Department to fully comply with the provisions of the ADA, and make reasonable accommodations to individuals with vision or hearing impairments or other disabilities so they have equal opportunity to participate or benefit, unless an undue burden would result. 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.

M. DISCRIMINATION AND HARASSMENT

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. Contract Instructors are responsible for their own actions and conduct, and must never engage in discrimination or harassment.



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CONTRACT INSTRUCTOR COURSE PROPOSAL

Name of Program/Class:

Instructor Information

Name: _____

Phone: _____ Cell: _____ Fax: _____

E-mail: _____

Qualifications: Please list previous experience in providing this type of service.

List other qualifications, certifications, and/or training that may lead MRCSD to contract with you for this service (please attach any pertinent certifications or information to this packet):

References: Please list two references who are familiar with your abilities and qualifications:

Name: _____ Phone: _____ Relationship: _____

Name: _____ Phone: _____ Relationship: _____

Are you currently employed? ☐ Yes ☐ No **If yes, may we contact your present employer?** ☐ Yes ☐ No

Company: _____ Supervisor: _____ Phone: _____

Do you have transportation? ☐ Yes ☐ No Driver's License # _____

Has your driver's license ever been suspended or revoked? ☐ Yes ☐ No

If yes, please explain: _____

Have you ever been convicted of a crime, other than parking tickets? ☐ Yes ☐ No

If yes, please explain: _____

Program Information

Type of Program: _____

Focus: This program supports the Vision Statement of the MRCSD by *(check the one that fits best)*:

- ☐ **Fostering Human Development** (Dance, Art, Preschool, Drama, Culture, Continued Learning, Skill-Building, Nature)
- ☐ **Connecting People to Others** (Social, Neighbors Helping Neighbors, Friendships)
- ☐ **Strengthening Families** (Participating Together, Appreciation, Parenting Skills)
- ☐ **Increasing Safety** (Safe Habits, Prevention, Lifesaving Skills, Crime Reduction)
- ☐ **Improving Health and Wellness** (Fitness, Healthy Habits, Aerobics, Strengthening, Endurance, Stretching)

Description: Please describe your program in 30 words or less. This description may be used to promote the program in department flyers, press releases, and Activity Guides:

Outcomes: List up to three program outcomes, by priority, using measurable action words such as: define, demonstrate, name, analyze, accomplish...

"As a result of their participation and experience in this program, participants will be able to..."

1. _____
2. _____
3. _____

Need for Program: Please list all other known providers of similar programs in this community:

Name: _____ Phone: _____

Summary of Service: _____

Name: _____ Phone: _____

Summary of Service: _____

Proposed format: *NOTE: This information should represent the Instructor's "ideal," and is intended as a starting place for discussions between the Contract Instructor and the MPRD Staff.*

Course Duration (1 day, 4 weeks, 6 weeks, etc.): _____ # of Days per Week: _____

Day(s): _____ Times: _____

Location (or type of facility): _____

Minimum enrollment: _____ Maximum enrollment: _____ Participant Age Range: _____

Suggested program fee: \$ _____ per session. Fee you feel adequately compensates you for your time; MPRD will retain 30% of this fee unless otherwise negotiated. The MPRD may change fees to ensure cost-recovery.

Additional Supply Fee (if any): \$ _____ Explain: _____

PLEASE NOTE: ALL CONTRACT INSTRUCTORS WORKING WITH CHILDREN AND/OR IN SPECIFIED PROGRAMS ARE REQUIRED TO BE FINGERPRINTED AND CLEARED IN ACCORDANCE WITH THE CITY OF MANTECA PERSONNEL DEPARTMENT. PLEASE CONTACT THE RECREATION DEPARTMENT OFFICE FOR FINGERPRINT TIMES.

Please complete this page and return to: 252 Magnolia Ave., Manteca, CA 95337

Hold Harmless Agreement

In consideration of the acceptance of my application for entry into the above program/event, I hereby waive, release and discharge any and all claims for damages or death, personal injury, or property damage which I may have, or which hereafter accrue to me, against the City of Manteca as a result of my participation in the program/event.

This release is intended to discharge the City of Manteca, its agents and employees, and any other involved municipalities or public entities from and against any and all liability arising out of or connected in any way with my participation in the program/event, even though that liability may arise out of the negligence or carelessness on the part of persons or entities mentioned above.

I further understand that accidents and injuries can arise out of the program/event; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to hold harmless all of the persons or entities mentioned above to assume those risks and to release and to hold harmless all of the persons or entities mentioned who (through negligence or carelessness) might otherwise be liable to me (or my heirs or assigns) for damages. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns.

I agree that the information in this application is true:

Applicant signature: _____ Date: _____

Office Use

DOJ: _____ SS: _____ CP: _____

CITY OF MANTECA PARKS AND RECREATION DEPARTMENT
CONTRACT FOR SERVICES AND PAYMENT

Date: _____ G/L Account #: _____

THIS AGREEMENT is entered into on the date noted above and between the City of Manteca, referred to as City,
and _____, residing at

_____,
referred to as Independent Contractor.

The Independent Contractor will furnish professional services for the City upon the terms and under the following conditions:

It is understood and agreed that the Independent Contractor possesses distinct professional skills in performing the services described below; that the City contracts for said services, in that the City does not perform these services as a part of its regular business; that Independent Contractor has full control over the means and methods of performing these services that are being performed as an Independent Contractor. Nothing in this contract shall in any way be construed to constitute the Independent Contractor, or any of its agents or employees, as an agent, employee, or representative of this City.

The Independent Contractor agrees to perform and furnish services as follows:

This contract may be canceled by City only in the event that there is insufficient registration to satisfy the expense of operating the class; substandard services; or if sufficient funds have not been appropriated by the City Council. Independent Contractor will be paid only for that part of the contract that he/she fulfills. If the class, program, or event does not take place because of Independent Contractor's illness, or because of a holiday, it is to be made up at time selected by the Independent Contractor and approved by the City.

The Independent Contractor shall provide his/her own personal tools and supplies at his/her own cost and expense.

In consideration of the performance of the contract, the City agrees to pay the Independent Contractor for his/her services as noted below:

Amount to be paid will be based on: _____

Payment to be made on: _____

The total dollar amount will be established once class registration has been completed. Minimum registration required shall be _____. The Independent Contractor agrees that the sum shall be full compensation for his/her services in performing the contract.

Payment is for professional services and not an hourly wage.

IN WITNESS WHEREOF, the parties have executed the Agreement, the day and year first above written.

APPROVED:

Director of Parks and Recreation

APPROVED:

Independent Contractor

Social Security No. /Tax ID No.

Printed Name



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CLASS/PROGRAM EVALUATION FORM

The Manteca Parks and Recreation Department strives to provide the best service to our customers, and we welcome comments that will help us achieve this goal and improve our services. Please assist us in evaluating and improving our program(s) and/or facilities by answering the questions below. Thank you for taking the time to complete this survey. Please return the completed form to MPRD at the above address.

Class/Program Name: _____ Instructor's Name: _____

Facility/Location: _____

1. Have you ever participated in any of our programs before this? ☐ Yes ☐ No

2. Are you a Manteca resident? ☐ Yes ☐ No **If no**, in which City do you reside? _____

3. How did you learn about the program(s)? *Please choose one:*

☐ Newspaper ☐ Flyer ☐ Contacted Our Office ☐ Department Brochure/Activity Guide

☐ Word-of-Mouth ☐ Website ☐ Other: _____

4. Which categories most influenced your decision to participate in the program(s)? *Choose all that apply:*

☐ Convenient Time ☐ Instructor ☐ Reputation of Classes ☐ Not Offered Elsewhere

☐ Quality of Facility ☐ Good Value ☐ Other: _____

5. How did we do? Please rate each of the following (circle one on each line):

1 = Poor 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent N/A = Not Applicable

Customer Service 1 2 3 4 5 N/A

Facility 1 2 3 4 5 N/A

Equipment 1 2 3 4 5 N/A

Instruction 1 2 3 4 5 N/A

Staff 1 2 3 4 5 N/A

Overall Experience 1 2 3 4 5 N/A

Met Expectations 1 2 3 4 5 N/A

6. Based on your experience, would you re-register for this program? ☐ Yes ☐ No

7. What did you like best about the program(s)? _____

8. What changes would you like to see made? Please be specific. _____

9. What other program(s) would you like to see offered? _____

10. Do you have any skills or talents that you could offer to the Department? _____



City of Manteca Parks and Recreation Department
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Report of Accidental Injury to Public on City Property

Complete a separate form for each injured individual

Complete both pages of this form accurately and deliver ORIGINAL within 24 hours to the address above.

ACCIDENT REPORT

Date of accident/injury: _____ Time: _____ ☐ am ☐ pm

Location of accident: _____

Injured's address: _____ City: _____ Zip: _____

Name of guardian, if minor: _____

WITNESS(ES): *Check box if witness is a Parks and Recreation employee. Include witness DOB if under 18 years.*

☐ Name: _____ DOB: ____/____/____

Phone 1: _____ Phone 2: _____

Address: _____ City: _____ Zip: _____

☐ Name: _____ DOB: ____/____/____

Phone 1: _____ Phone 2: _____

Address: _____ City: _____ Zip: _____

List any additional witnesses on a separate sheet and attach to this form.

Describe where the accident occurred *(be specific)*: _____

Apparent nature of injury *(include parts of body injured)*: _____

Describe how the accident occurred (explain in detail what happened, how it happened, what the injured person was doing at the time). *Use back of form or additional pages if needed.*

Was First Aid given (SAMPLE)? ☐ YES ☐ NO If yes, describe: _____

By whom? Name: _____

Address: _____ City: _____ Zip: _____

Was Ambulance service required? ☐ YES ☐ NO If yes, indicate time of call: _____ ☐ am ☐ pm

Time of ambulance arrival: _____ ☐ am ☐ pm Time of departure: _____ ☐ am ☐ pm

Staff member who was in charge at the time of the accident: _____

Was he/she present at the time of the accident? ☐ YES ☐ NO

Did the injured party violate any rules? ☐ YES ☐ NO If yes, explain: _____

Who was notified of the accident? _____

Relationship to injured: _____

Disposition of injured after accident occurred: ☐ Home ☐ Doctor ☐ Hospital ☐ Other (*explain*): _____

Was anything else done for the injured person? ☐ YES ☐ NO If yes, explain: _____

REMARKS/FOLLOW-UP (indicate date and time): _____

Report completed by: _____

Job title: _____ Phone: _____ Date: _____

Supervisor: _____ Date: _____

Deputy: _____ Date: _____

Director: _____ Date: _____

H.R.: _____ Date: _____

Please attach additional sheets as needed.