



Contract Instructor Handbook

Teaching a Course with the City of San Rafael

San Rafael is a community of over 59,000, situated in the heart of Marin County. The City's Library and Recreation Department is dedicated to enriching our community through discovery, learning and play. A critical part of this mission is our contract class program, which provides the community with access to a diverse range of educational, creative and recreational opportunities. Contract classes provide activities for preschoolers, school age children, teens, adults, families and older adults.

What the City Provides to our Contract Instructors

What can the Library and Recreation Department offer you as an Instructor? Here are the benefits that our Department can offer:

- The City has access to a variety of facilities. Classroom facilities, auditoriums, gymnasiums and parks are available for contract instructor courses. These facilities are maintained to ensure the comfort of instructors and participants.
- The City of San Rafael will include your course description in our Activities Guide, which is distributed to approximately 23,000 households three (3) times a year, as well as on the City website. For After School Enrichment classes, information about your course will be distributed to each family at the school site via student Friday Folders.
- The City uses a computer registration system that allows us to maintain facility booking for your course and to process registrations in an efficient manner. Instructors receive attendance reports and Library and Recreation staff provides instructors with contact information for all participants. We offer registration through three (3) easy customer friendly ways including: online registration, mail, or in person.

Instructor Requirements

Before the City of San Rafael can enter into the Contract for Instructional Services, the following documents must be obtained from a potential instructor.

Insurance

The City of San Rafael requires that all Contract Instructors obtain general liability insurance of \$1,000,000 to protect themselves from any claims. Before teaching, the City must receive three (3) different insurance documents from the Contract Instructor or their insurance agent. The required insurance documents are: (1) a copy of the insurance certificate, (2) an Additional Insured endorsement naming the City of San Rafael as

additionally insured, and (3) a Primary and Non-Contributory endorsement. Once you apply to become a contract instructor, you will receive an email from our online insurance system (PINS Advantage) that will provide you with instructions on how to submit the insurance documents.

Worker's Compensation and Employer's Liability

If you have employees, you are required to provide proof of Workers' Compensation and Employers' Liability with limits of \$1,000,000 per accident as required and set forth by the California Labor Code. In addition to the Workers' Compensation insurance Certificate, the Contract Instructor must also provide the City with a Waiver of Subrogation for their Workers' Compensation policy.

City Business License

Prior to engaging in any activity, camp or class instruction, all Contract Class Instructors must obtain a City of San Rafael business license, unless exempted from that requirement per [the City of San Rafael Municipal Code Chapter 10.04.210](#). The code provides an exemption from the business license requirement for those Instructors that are only providing classes or instruction as part of City-sponsored programs, for which fees are collected directly by the City, and that are otherwise not required to obtain a license under any other provision of the chapter as a result of their other business activities.

Applications are available at the Business License Department at the San Rafael City Hall located at 1400 Fifth Avenue or on the City's website at <https://www.cityofsanrafael.org/departments/businesslicenses/> or call (415) 485-3051. Contractors must ensure business licenses are up to date and renewed in order to continue providing services through the City of San Rafael. Once you have obtained your Business License, you will need to provide proof of the license (i.e. receipt, business license number or a copy of the business license).

Reporting Income

The City of San Rafael does not withhold state or federal income tax but will report the Contract Instructor's income via Form 1099. The City will only provide a 1099 form if the instructor makes more than \$600 in the calendar year. Instructors will receive a W-9 form to be completed and submitted.

Tuberculosis (TB) Test Certificate

California Public Resources code requires any person employed in connection with a park, playground or recreational center in a position requiring contact with children to produce a valid TB test certificate prior to the first day of programming. If you already completed the test and have a certificate from the last 4 years, please submit a copy. As a reminder, TB test will be at the contractor's own expense. TB certificates must reflect an examination within the past 4 years. Contractors must complete and submit the Certificate of Tuberculosis Results for themselves and their employees. Any medical costs associated with obtaining TB clearance are at the contract instructors own expense.

Fingerprints

The City of San Rafael requires that all Contract Instructors, employees, assistants, subcontractors, volunteers, substitutes, etc. with supervision authority over children under the age of 18 complete a background screening before their first day of programming. Contract Instructors must either: (a) certify that they have screened employees and Instructors using the Certification of Background Checks form; or (b) arrange with City staff to fingerprint and submit the required information to the Department of Justice. Be prepared to bring a photo I.D. card or Driver's License to the screening and know your Social Security Number. All background checks are at the contractor's own expense.

Course & Instructor Policies

Absences

If an instructor is ill or unable to meet with his/her class, the instructor must notify his/her Library and Recreation representative as soon as possible. It is the Instructor's responsibility to notify students of a course cancellation of this nature. Arrangements must be agreed upon with the Library and Recreation representative to either reschedule or refund participants for the missed class.

Accident & Incident Reports

In the event that an Incident/Accident does occur during your program, an Incident/Accident Report must be completed and submitted to the Library and Recreation Representative by noon the next business day. If conducting classes in a City facility, immediately find staff on duty to get the first aid kit. For minor first aid (band-aids, etc.) the first aid kit will suffice. If conducting classes at a school site or instructor's facility, immediately contact your Library and Recreation Representative. For minor first aid your personal first aid kit will suffice. Do not send injured students to the school office for first aid care.

For serious accidents, **DO NOT MOVE** the injured participant, and call 9-1-1. If a child is involved, notify the parent/guardian immediately and contact your Library and Recreation Representative. All accidents and incidents must be reported, no matter how minor they may appear. See sample Accident Report at the end of this packet.

Americans with Disabilities Act (ADA)

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

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

Contract Instructor Payment

City of San Rafael policy provides payment after receipt of services; therefore, advance payments are not possible. A Library and Recreation representative will process the paperwork for payment of your course on the 1st of 15th of the month following the end of your course. Please expect to receive your course payment 10 to 30 business days after your payment has been processed. Payment will be based on the number of students enrolled at the end of the class.

The City of San Rafael will not withhold money for social security or federal income tax. It is the contractor's responsibility to satisfy any taxes due by the contractor in an appropriate manner.

Course Cancellations

The City of San Rafael reserves the right to cancel a course or program. If your course does not meet its minimum enrollment numbers at least three (3) business days before the start of the course, the Library and Recreation Department will consult with you about options for cancelling, combining or otherwise modifying the course. In this scenario, the Department will notify students and issue any necessary refunds.

If the Library and Recreation Department cancels your course for any other reason, the Department will notify students and issue any necessary refunds. Contract Instructors are responsible for contacting the Library and Recreation representative at least three (3) business days before the class starts to cancel a class. If a Contract Instructor cancels, they are responsible for informing students as well.

Discrimination and Harassment

The City of San Rafael has a strong 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. Contract Instructors are responsible for their own actions/conduct and must never engage in discrimination and harassment.

Facilities

Contract Instructors are only allowed to use facilities during approved class times.

For Contract Instructors teaching at a Community Center, you are responsible for all set-up and take down for each of your own classes. Facilities must be left clean and ready for a new Instructor to come in and set up their own classes.

For Contract Instructors teaching at a school site, you are responsible for leaving the facility in the same condition as you found it. When leaving the school site, the Contract Instructor must ensure that all doors are locked securely and lights are turned off.

Holidays

The City of San Rafael observes the following holidays; therefore, classes will not be offered on these days:

- New Year's Day
- Martin Luther King, Jr. Birthday
- President's Day
- Cesar Chavez Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day and day after Thanksgiving
- Period from Christmas Eve through New Year's Day

Afterschool Enrichment Classes follow the San Rafael School District and Miller Creek School District calendars. Contact your City representative to ensure you do not schedule classes on non-student or minimum release days.

Personal Business

Contract Instructors are not allowed to solicit personal services or items to participants, guests or staff. The Contract Instructor may not receive or make personal phone calls while performing services.

Refund Policy/Withdrawals

Refund requests received by the Library and Recreation Department at least fourteen (14) days prior to the start of the class or program will receive a refund less a \$25 administrative fee, per class/program. No refunds will be issued for requests received less than fourteen (14) days prior to the start of the class/program. Full refunds will

be granted if the class or program is cancelled by the Department. No refunds given for non-attendance, one-day workshops or material/supply fees.

The City has a quality assurance policy that allows participants to request a refund after the first class but prior to the second class, if they are not satisfied with the quality of the course. In this instance, the participant will receive a prorated refund less a \$25 administrative fee.

Students who withdraw for medical reasons from a course before it ends may be given a pro-rated refund. Refunds will be based on the day that the student notifies the City of their desire to withdraw. Instructors will be compensated based on the revenue after pro-ration. If a material fee is paid to the instructor, the instructor will retain the entire material fee.

Releasing of Minors

At the end of the activity time, the Contract Instructor must not release children to anyone other than the authorized parent, guardian or to an individual authorized by the parent. Never release a child to someone who is unknown to the child or to whom the child expresses fear or uncertainty. The Contract Instructor must stay until all participants have left the facility. The Contract Instructor should contact the parent or guardian if a child is not picked up. If you cannot reach a parent or guardian and more than 15 minutes go by, the Instructor should contact your Library and Recreation Administration staff representative during business hours. If after business hours, please work with on-site staff, if available, and contact San Rafael Police Department at (415) 485-3000. Instructor should stay with the child until a Library and Recreation Staff, police officer or the parent/guardian arrives.

Representing the City through Professional Conduct

It is imperative that Contract Instructors be helpful and courteous at all times. The City of San Rafael does not condone inappropriate or offensive behavior by or towards Contract Instructors, participants and City Staff. If a Contract Instructor, participant or guest engages in an inappropriate or unsafe manner, he or she will be asked to leave the premises. Possession or use of drugs or alcohol while conducting or participating in a class is strictly prohibited and may result in termination of the contract.

Safety of Participants

The Contract Instructor's primary responsibility is to ensure the safety of participants involved with the activity. If any aspect of the area appears unsafe, it is your responsibility to notify Staff and to take actions that will ensure participant safety.

Standard Revenue Split

The following standard splits will be applied to compensate Contract Instructors: 60/40 for classes held in City facilities; 70/30 for classes held at school sites or other sites secured by the City; 80/20 for classes held virtually or at the instructor's facility. Contract Instructors will receive 60, 70 or 80% of the monies received from class registration. The remaining 40, 30 or 20% is retained by the City of San Rafael to cover general operation costs. Contract Instructor proposals can also include camps and workshops as part of their proposals.

Substitutes

If an instructor has made arrangements for a substitute, the Department must be notified. Any substitutes must be individuals named in your Contract Instructor Agreement as either employees or sub-contractors and must be TB tested (if working with minors) and fingerprinted prior to the first day of instruction. Your Library and Recreation representative must approve all substitutes.

Supply/Material Fees

The Contract Instructor will determine student material fees and inform the City of the need for these fees. If you have a materials fee for your course, a list of material items purchased for student's use must be provided to City staff. Material fees will be advertised along with the course, but it is the responsibility of the Contract Instructor to collect the material fees directly on the first day of the course. Instructors may also opt to supply classroom materials, direct students to the appropriate source, or build the cost of supplies into the class fee. If a material fee is paid to the instructor, the instructor will retain the entire material fee in the event that a participant withdraws from the course.

Promoting your Course

Your course will be listed in the Activities Guide that is mailed to all San Rafael households or distributed at school sites via student Friday Folders, but it's important that the Contract Instructors conduct some additional outreach to ensure the success of the course (i.e. flyers, ads, etc.). All advertisement materials must include the **City of San Rafael logo, contact number for questions, registration website** www.cityofsanrafael.org/recreation. All advertisement materials must be approved by the City of San Rafael representative.

- **Advertisements:** There are several weekly papers that offer low cost advertising for local businesses.
- **Special Events:** The Library and Recreation Department offers many special events. With prior approval, Instructors may be able to participate or hand out flyers at some Department events. Contact your Library and Recreation representative to arrange your attendance at an event.
- **Online:** Develop your own website or promote your course(s) via social media platforms.

Promotion by the Library and Recreation Department: The City of San Rafael will place your description in our Activities Guide. Additionally, your course description will also be listed on our Online Registration page, www.cityofsanrafael.org/recreation, and we will promote your website in our Activities Guide. Flyers may also be created to help generate interest. Library and Recreation may also use social media websites to help advertise classes.

Submitting your Application & Proposal

If you are interested in becoming an instructor with the City of San Rafael, please [complete this brief form](#) and one of our Library and Recreation staff will follow up with you to complete a full application.

EXAMPLE: Contract Instructor Agreement Template

**CONTRACT FOR INSTRUCTIONAL SERVICES
(Library, Recreation and Childcare Department)**

This Contract for Instructional Services (“Contract”) is made and entered into this **Xth** day of **XXXX**, **20XX**, by and between the CITY OF SAN RAFAEL, a municipal corporation (“City”), and **INSTRUCTOR’S NAME** whose address is **INSTRUCTOR’S ADDRESS**, and telephone number is **PHONE NUMBER**, (“Instructor”).

In consideration of the mutual covenants, agreements and conditions contained herein, City and Instructor agree as follows:

1. Instructor’s Services. Instructor shall diligently perform the services and furnish the supplies and related materials described in Exhibit A, Instructor Agreement, attached hereto and incorporated herein by this reference.
2. Staff. The Instructor shall not replace named on-site Instructor(s) without prior approval of the City. The Instructor shall provide to the City a completed Employee Information Form for each employee.
3. Term. Time is of the essence. Instructor shall begin providing the services described in Exhibit A on **Beginning Date** and shall complete those services by **Ending Date**.
4. Compensation. City shall collect payment from all class participants and shall pay Instructor a portion of such collected class fees as follows: (a) Instructor shall be paid sixty percent (60%) of the registration fees collected when classes are held at a City-provided facility; (b) Instructor shall be paid seventy percent (70%) of the registration fees collected when classes are held at Instructor’s facility, school facility or other private facility obtained by Instructor; and (c) Instructor shall be paid eighty percent (80%) of the registration fees collected when classes are held virtually.
5. Changes. City may request, from time to time, changes in the scope of services to be provided by Instructor. Any changes and related fees shall be mutually agreed upon between City and Instructor and shall be the subject of a written amendment to this Contract.
6. Instructor’s Status as Independent Instructor. In the performance of the obligations set forth in this Contract, Instructor shall have the status of an independent Instructor and Instructor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Instructor are its agents, servants, and employees and are not agents, servants, or employees of City.

Instructor acknowledges and agrees that a) City shall not withhold taxes of any kind from Instructor’s compensation, b) City will not secure workers compensation or pay unemployment insurance to, for, or on behalf of Instructor, c) Instructor certifies he/she does not retain membership in the California Marin County Employees’ Retirement Association (MCERA), either active, inactive, or as retired annuitant, and d) City will not provide, and Instructor is not entitled to, any of the usual and customary

benefits or privileges of City employees, including but not limited to facility access outside of scheduled times or unsupervised access to City office and supplies.

In its capacity as an independent contractor, Instructor agrees and represents: Instructor has the right to perform services for others during the term of this Agreement; Instructor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed; Instructor shall select starting and ending times, days of work, and order the work is performed; Instructor has the right to hire assistant(s) as subcontractors or to use employees to provide the services set forth in Exhibit A; neither Instructor, nor the Instructor's employees or subcontractors, shall be required to wear any uniforms provided by the City; the services required under Exhibit A shall be performed by the Instructor, Instructor's employees or subcontractors, or pay assistants to help the Instructor; neither Instructor nor Instructor's employees or subcontractors shall receive any training from the City in the professional skills necessary to perform the services under Exhibit A; and neither the Instructor nor Instructor's employees or subcontractors shall be required by the City to devote full-time to the performance of the services under Exhibit A.

7. Termination. This Agreement may be terminated by either Party upon thirty (30) days of prior written notice, or as mutually agreed upon in writing by both Parties. At the time of termination, Contractor agrees to return all the City property in Contractor's possession including, but not limited to, any documents, materials, and other proprietary information belonging to the City, in both physical and electronic form. The City shall issue a final payment to Contractor for all Services provided as of the date of termination.

If either Party materially breaches any term of this Agreement, in addition to any other remedies at law or equity, the other Party may terminate the Agreement if such breach is not cured within ten (10) days after written notice of such breach is given.

In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without written notice to the Contractor.

8. Non-Assignability. The Instructor shall not assign, sublet, or transfer this Contract or any interest or obligation therein.
9. Indemnify and Hold Harmless. Instructor shall defend, indemnify, and hold harmless, the City and its officers, employees and volunteers from and against all claims, losses, damage, injury, and liability for damages arising from errors, omissions, negligent or wrongful acts of the Instructor in the performance of its services under this Contract, regardless of whether the City has reviewed and/or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the class as well as during the period of actual performance of services under this Contract. The City's acceptance of the insurance certificates required under this Contract does not relieve the Instructor from its obligation under this paragraph.
10. Insurance. During the term of this Contract, Instructor shall maintain in full force and effect at its own cost and expense the following insurance coverage:

- a. General Liability and Bodily Injury Insurance. A comprehensive, general liability insurance policy in the amount of \$1,000,000 combined limit for bodily injury and property damage. The policy shall be endorsed to provide that the City, its officers, employees, agents and volunteers are named additional insured under the policy and that the insurance coverage will be primary and noncontributory as to the additional insureds. The policy shall be endorsed to waive any right of subrogation against the City.
- b. Workers' Compensation Insurance. Workers' Compensation Insurance for all of Instructor's employees, all in strict compliance with State laws, and to protect the City from any and all claims thereunder. The Workers' Compensation shall be specifically endorsed to waive any right of subrogation against the City.

If Instructor has no employees, Instructor must initial here: _____ and this requirement to provide workers compensation insurance is waived.

- 11. Certificate of Insurance and Endorsement page. Instructor shall complete and file with the City prior to engaging in any operation or activity set forth in this Contract, certificates of insurance and endorsement pages evidencing the insurance coverage(s) set forth above and which shall provide in writing that no cancellation, major change in coverage, or expiration by the insurance company will be made during the term of this Contract without thirty (30) days written notice to the City prior to the effective date of such cancellation or change in coverage.
- 12. Notices. All notices herein required shall be in writing and shall be sent by mail, postage prepaid, addressed as follows:

TO CITY: City of San Rafael - Community Services
 San Rafael Community Center
 618 B Street
 San Rafael, CA 94901

TO INSTRUCTOR: ***INSTRUCTOR'S NAME & ADDRESS***

- 13. Conformance to Applicable Laws. Instructor shall comply with all applicable Federal, State, and Municipal laws, rules and ordinances. No discrimination shall be made by Instructor in the employment of persons to work under this contract, or services provided pursuant to this contract, because of a person's protected classification, including but not limited to race, religion, color, sex, gender identity, sexual orientation, national origin, ancestry, citizenship status, age, genetic characteristics, and physical or mental disability (whether perceived or actual).
- 14. Department of Justice Background Checks. No employees or Instructors with supervision authority over children under the age of 18 shall work at the Facilities until a Department of Justice background check has been completed and the person is authorized to work with children. Instructor shall either: (a) certify that it has screened employees and Instructors using the form attached as Exhibit B to this Agreement; or (b) arrange with City staff to fingerprint and submit the required information to the Department of Justice. All such background checks shall be at Instructor's expense.

15. Business License. Prior to the City's execution of this Contract and prior to the Instructor's engaging in any operation or activity set forth in this Contract, Instructor shall obtain a City of San Rafael business license, unless pursuant to the City of San Rafael's Municipal Code Chapter 10.04.210, Instructor is only providing classes or instruction as part of City-sponsored programs for which fees are collected directly by the City and is otherwise not required to obtain a license under any other provision of the chapter as a result of their other business activities.

Instructor must initial here: _____ and acknowledge that they have reviewed and are in compliance with Chapter 10.04 – Business License Tax of the City of San Rafael's Municipal Code.

16. Waiver. In the event that either City or Instructor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or of any other covenant, condition or obligation.

17. Attorney's Fees. The prevailing party in any action brought to enforce or construe the terms of this Contract may recover from the other party its reasonable costs and attorney's fees expended in connection with such an action.

18. Scope of Contract. This writing constitutes the entire Contract between the parties relative to instructional services for the program(s) and modification hereof shall not be effective unless and until such modification is evidenced by a written amendment signed by both parties to this Contract.

This Contract is executed the date and year first above written.

CITY OF SAN RAFAEL

By _____
Senior Recreation Supervisor

Date _____

INSTRUCTOR

By _____
Instructor's Name (Signature)

Date _____

EXHIBIT A ---- INSTRUCTOR AGREEMENT

1. **Instructional Services:** Instructor shall provide the following services (see additional pages of Exhibit A for further detail): **TYPE OF CLASS**
2. **City Facilities and Equipment:** Instructor may only utilize the City's facilities, equipment, and materials during class; Instructor may not utilize these items for their personal use.
3. **Supplies:** All class-related supplies shall be supplied and stored by the Instructor. No items shall be stored in City-facilities. All duplicating of class-related materials shall be provided by the Instructor.
4. **Promotion:** The City shall include class descriptions and information in the Activities Guide. City staff will make every effort to assure the accuracy of this information, however, the City cannot be held responsible for printing errors.

All other promotional materials and activities are the responsibility of the Instructor. These include the development, printing and distribution of flyers, news releases, feature articles, calendar information and any other promotional activity or material.

The Instructor must submit all such promotional materials to the City for approval and attachment of a City logo prior to their production. In addition, the Contactor must notify the City in advance of any plans to be interviewed for the press, radio or TV.

5. **Class Attendance:** Instructors shall receive attendance rosters prior to the first class session. Roll-call must be taken at the beginning of each class. Discrepancies regarding participants enrolled must be discussed immediately with the City. No participant shall be allowed to participate in any program unless they are on the attendance roster, or can provide a current receipt showing enrollment.
6. **Class Cancellations** – Instructors shall contact Community Services at least (3) three business days before a class starts to cancel a class. If the Instructor cancels for reasons of illness or emergency, they are responsible for informing students.
7. **Program Evaluations:** Instructors may be asked to hand out class evaluations at the end of each class session for participants or parents of minor participants to complete. Completed evaluations must be turned in to the City. The City will provide City-approved Program Evaluation forms.
8. **Facility Entrance and Exit:** Instructors are responsible for all set-up and take down for each of their own classes. Facilities must be left clean and ready for a new Instructor to come in and set up their own classes.
9. **Contract Instructor Handbook Guidelines:** All Instructors and sub-Instructors must abide by the guidelines outlined in the Contract Instructor Handbook, including but not limited to adhering to deadlines, maintaining a current City of San Rafael Business License, ensuring all Instructors and sub-contractors are fingerprinted, and/or TB tested prior to the first day of instruction. Please contact staff, if you have any questions regarding any of the requirements.

