

City of San Ramon Parks and Community Services

Independent Contract Instructor Proposal Information

(Revised 2015)



SAN RAMON PARKS & COMMUNITY SERVICES

Creating Community through People, Parks, Partnerships & Programs

(925) 973-3200

www.SanRamon.ca.gov

Fax (925) 830-5162

San Ramon Park & Community Services

Instructor Proposal Information

SESSION DATES:

Winter/Spring

Information due August 15th
(Starts 1/2 – 5/31)

Aquatics/Summer Camp

Information due November 15th
(Starts 4/1 – 8/31)

Summer

Information due January 15th
(Starts 6/1 – 8/31)

Fall

Information due April 15th
(Starts 9/1-12/31)

PROGRAM AREAS:

Tiny Tots
Youth Programs Grades K-12
Teens
Adult Enrichment
Seniors
Therapeutic Programs
Aquatics
Forest Home Farms
Health & Fitness
Visual & Performing Arts Programs

If you have any questions please contact the San Ramon Community Center at (925) 973-3200.

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I. INTRODUCTION

The information in this booklet is intended for interested instructors and current instructors. The booklet is a resource for information related to teaching a "fee" class for the Parks and Community Services Department.

II. VISION AND MISSION

Key vision and mission statements define the City's philosophy and direction as it strives to serve its residents with the best community services. The City of San Ramon's mission is:

We provide efficient delivery of quality public services that are essential to those who live and work in San Ramon. The Department's vision is Creating Community through people, parks, partnerships and programs. The Department's mission is multifaceted and comprehensive as it:

- Provides recreational experiences through diverse and innovative programming and facilities;
- Fosters human development through programs and services that stimulate personal growth, social, intellectual, and emotional development;
- Promotes health and wellness by offering health and fitness activities for all ages;
- Increases cultural unity by bringing people together in programs that promote cultural understanding and cultural diversity;
- Facilitates community problem solving by using facilitation and leadership skills that resolve community problems and issues;
- Strengthens safety and security by providing safe environments for recreational activities through innovative park design together with well planned and supervised programming that helps to reduce criminal activity.
- Strengthens community image and quality of place with award winning parks, facilities, programs and community events that unite residents and create community pride;
- Supports economic development by providing award winning parks, facilities, and programs that attract and retain businesses, residents and visitors to the City.

III. HOW TO SUBMIT A PROPOSAL

The process is simple. Complete the Program Proposal Form with information about your program. Return your completed proposal to the San Ramon Community Center (12501 Alcosta Blvd). Please keep this booklet for future reference.

1. Two descriptions are needed. The first one describes your program in detail. The Parks and Community Services Department wants to know what goes on in your class. The second is a written description to sell your program to the public in our Recreation Guide.
2. You must include the dates of your class. You must be specific. Do not leave them blank because a staff member will call you for the dates. All facility information is computerized. This means a date needs to be entered before a conflict can be detected.
3. You must compute your own price. IRS rules regarding contracting for classes prohibit the Department from setting your price. You can figure your per hour rate in this way. Select the lowest fee per hour you will work, multiply this fee by the number of hours you will spend in teaching this class. Divide this number by the minimum number of students you will teach. Now, divide this number by .5 (instructors are paid 50% of the resident fees collected). A Staff member can walk you through the formula.
4. Classes for which the Department will not accept proposals are as follows:
 - a. Financial Planning or Retirement Seminars - Many firms rent our facility and do these programs free. If you would like to rent one of our rooms, contact the Facilities Coordinator at 973-3218. The Alcosta Senior and Community Center may have alternative options for these types of programs. Please contact the Recreation Supervisor at the Alcosta Senior and Community Center for additional information at 973-3273.
 - b. Programs that are similar to programs we currently offer. (You should read the most recent copy of our Department's Activity Guide available online at www.sanramon.ca.gov.)
 - c. Programs we have offered in the past that were cancelled (unless you can show that you have the necessary number of participants who are interested).
5. Submitting a Proposal does not guarantee that the class or activity will automatically be added to the City of San Ramon's public recreation offering. Additionally, once added, no guarantees are made that the City of San Ramon will automatically continue to offer the activity or program.

IV. INSTRUCTOR PROVISIONS

A. Insurance

1. Independent Contractor understands that no Workers' Compensation benefits will be paid by the City of San Ramon and agrees to provide adequate insurance, as described below:
 - a) Comprehensive General Liability Insurance coverage written on an "occurrence" basis.
 - b) Workers' Compensation Insurance as required by the Labor Code of the State California and Employers Liability Insurance.
 - c) Independent Contractor also agrees to provide coverage to City, its officers, officials, employees, agents and volunteers as an additional insured with respect to liability or claims for damages arising out of activities performed by or on behalf of Independent Contractor. The insurance coverage will provide for the following:
 - d) Comprehensive General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.
 - e) If Independent Contractor has employees, Workers' Compensation and Employer's Liability will be the Workers' Compensation limits as required by the Labor Code and Employer's Liability limits of \$2,000,000 per accident.
2. The Independent Contractor understands that the City is in a self-insurance pool known as the "Joint Powers Authority" (hereinafter referred to as the "JPA"). The JPA is the insurance carrier for the City and not the people or businesses with whom we contract. Therefore the CITY's insurance company will not defend or pay out claims brought against an independent contractor of the CITY.
3. A Certificate of Liability with an Endorsement will be required as proof of insurance.
4. Subcontracting out in whole or part of your contract is prohibited.

B. Refunds and Transfers

Patron requested refunds or transfer requests will be approved only if initiated no later than 7 business days prior to the first day of class. All Refunds/Transfers will be charged a processing fee of \$5 for classes less than \$72, each class over \$72 will be charged 7% of fee.

C. Fingerprinting of Contract Instructors

- 1) The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment. (This information does not necessarily disqualify the applicant from consideration. Details must be provided on a separate sheet of paper.)
- 2) Independent Contractor agrees to submit to background screening, pursuant to Penal Code Section 11105.3. City reserves the right to cancel this contract if the Independent Contractor has been convicted of any offense specified in Penal Code Section 11105.3(c)1) or Public Resources Code Section 5164.
- 3) Independent Contractor agrees and promises to do background checks and screening, pursuant to Penal Code Section 11105.3, of all of its employees or volunteers and to notify City if any of these employees or volunteers have been convicted of any criminal offenses and the nature of the offense. Pursuant to Public Resources Code Section 5164, City reserves the right to prohibit the employment or hiring of any individual by Independent Contractor if that individual has been convicted of any offense specified in Penal Code Section 11105.3(c)(1) or Public Resources Code Section 5164. Independent Contractor agrees that none of its employees or volunteers shall work with minors unless the proper screening and notification to City pursuant to the above referenced code sections have taken place.

D. Mandated Reporter

All staff, contract instructors, and volunteers in a public recreation department that serves children, elders and dependent adults and where staff, volunteers or contract instructors interact with the above in a professional capacity, are mandated by California law (State Penal Code 11166) to report known or suspected child abuse and by the (Welfare and Institutions Code Section 15630) to report known or suspected elder/dependent adult abuse, and are defined as Mandated Reports. No mandated reporter who reports a suspected incident of abuse or neglect shall be held civilly or criminally liable for any report required or authorized by CANRA (Child Abuse and Neglect Reporting Act). For more information visit <http://mandatedreporterca.com>.

E. TB Testing

1. The Independent Contractor agrees and promises that each employee who is working with children who are minors, must obtain or have on file with the city a certificate showing

that within the last two years the employee has been examined and has been found to be free of communicable tuberculosis.

2. The Independent Contractor agrees and promises to screen for tuberculosis, pursuant to Public Resources Code 5163, all of its employees or volunteers who will have supervisory or disciplinary authority over minors in City programs or at City facilities, and to provide sufficient proof to the City, that their employees have on file a certificate showing that within the last two years the person has been examined and has been found to be free of communicable tuberculosis.

F. Discounts

Full time employees with the City of San Ramon receive 20% discounts on all classes and programs offered by the Department. Employee registrants will lower your payment.

G. Non-resident Fees

The City of San Ramon imposes a non-resident fee to individuals who do not reside in the City of San Ramon. The non-resident fee is an additional 25% added to the resident fee. You as an instructor will not receive the non-resident fee portion collected. This is a surcharge imposed by the City.

H. Percentages for Independent Contractors

The City of San Ramon contracts with Independent Contractors at the rate of 50% of the resident fees collected for classes held in our facilities or a school facility and 70% for a facility owned by the Independent Contractor or rented by the Independent Contractor.

I. Class Pricing

All Independent Contractors set their prices. Your staff representative will provide assistance on current market conditions, if requested.

J. Holidays: The City of San Ramon observes the following holidays:

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day July 4
- Labor Day
- Veterans Day
- Thanksgiving and the Day after Thanksgiving
- Christmas



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INSTRUCTOR COURSE PROPOSAL

Staff Only
Originator/ P&CS Staff Proposing: _____ **Division:** _____

Instructors:

1. Read Instructor Handbook for requirements and additional information.
2. Fully complete proposal and sign last page.
3. Attach a copy of your resume if it pertains to your class/ program.
4. Submit a copy of handouts, forms, or information that you will use in class.
5. Submit a materials/ supply list (if applicable).

Instructor Name: _____

Contract Program: Yes No San Ramon Resident: Yes No

Proposed Program/ Event Title: _____

Detailed Course Description, 100 word limit: (For additional space, please continue on a separate page)

What is the intended **OUTCOME** of this program/event (other than revenue and number of participants)?
Must be simple, specific and measurable— how will we know the outcome has been met?
(Ex. At end of session, participant will pass karate aptitude test to advance to next level)

How will it be measured? (Pre and post test, survey/observation, etc) *Be specific and provide documentation.*

Activity Guide Description (100-word benefit-oriented description)

COMPETITIVE RESEARCH:

Why are you proposing this program/event? *Be specific, i.e. trends, competition, need in the community, other.*

Who is your target market?

Is any other organization offering this in the Tri-Valley? Yes No If yes, list source:

What is your competitive advantage?

CLASS INFORMATION:

Class Date(s): _____

Class Time(s): _____

Course Fee: _____ (Fee paid by class participants. Instructor payment is 50% of course fee)

Additional Materials fee you will collect (if applicable): _____

Minimum number of participants _____ Maximum number of participants _____

Participant Ages: _____ Instructor/ Participant Ratio: _____

What facility/room are you proposing to use? _____

Could your class be drop-in? Yes No

CLASS INFORMATION II:

Experience or prerequisites needed before taking the class:

Payment Percentage- Instructor: 50% City: 50%

Recent Instructor Experience-

| Dates | Contact Person | Phone Number | Agency | Reason for Leaving |
|-------|----------------|--------------|--------|--------------------|
| | | | | |
| | | | | |
| | | | | |

INSTRUCTOR INFORMATION:

Business/Organization/Individual Name: _____

Address: _____
Street City Zip

Day Time Phone: _____ Cell Phone: _____

Email Address: _____ Web Site: _____

Make checks payable to: Instructor Business

Submittal Deadline:

Fall Quarter: April 15

Winter/Spring: August 15

Summer Camp/Aquatics: November 15

Summer Classes: January 15

Instructor Acknowledgement

Upon approval of this proposal, instructors will be required to complete the following. Please initial beside each line below:

___ Complete fingerprinting & a TB Test

___ Provide insurance & worker's compensation

___ Provide a completed W-9

___ Read instructor handbook

I acknowledge that I have read, accept and understand the information and conditions that involve me or my company contracting as an Independent Contractor with the City of San Ramon.

Submitting a proposal does not guarantee that the class or activity will automatically be added to the City of San Ramon's public recreation offering. Additionally, once added no guarantees are made that the City of San Ramon will automatically continue offering the activity or program.

Individual's Signature

Date