

# Contract Instructor Manual



*City of Dublin*  
**Parks and Community Services**  
100 Civic Plaza Dublin, CA 94568  
*Updated October 2023*



# TABLE OF CONTENTS

---

<b>I. INTRODUCTION .....</b>	1
<b>II. GETTING STARTED: INFORMATION FOR NEW INDEPENDENT CONTRACT INSTRUCTORS ...</b>	1
<b>III. INDEPENDENT CONTRACT INSTRUCTOR REQUIREMENTS.....</b>	1
City of Dublin Business License.....	2
Fingerprinting/Live Scanning .....	2
Form W-9 "Request for Taxpayer Identification Number and Certification" .....	2
Insurance .....	2
Mandated Reporting .....	3
Tuberculosis (TB) Testing .....	3
<b>IV. COURSE PROPOSALS .....</b>	3
New Instructors .....	4
Continuing Instructors.....	4
Virtual Programming.....	4
<b>V. PROMOTING YOUR COURSES .....</b>	4
<b>VI. ACTIVITY GUIDE SESSIONS .....</b>	4
<b>VII. PARKS AND COMMUNITY SERVICES FACILITIES .....</b>	4
<b>VIII. CITY HOLIDAYS .....</b>	5
<b>IX. STAFF LIAISONS .....</b>	5
<b>X. REGISTRATION PROCEDURES .....</b>	5
Percentages for Contract Instructors.....	5
Non-Resident Fees .....	5
Course Pricing .....	5
Course Registration .....	5
Course Rosters .....	6
Participant Attendance .....	6
Absences .....	6
Instructor Tardiness .....	7
Facility	
Usage.....	7
Accident & Incident Reports.....	7
Americans with Disabilities Act (ADA) .....	7
Cancellations .....	7
Credit/Refund Policy and Withdrawals .....	8
Contract Instructor Payment.....	8
Discrimination & Harassment .....	8
Equipment/Materials .....	8
Inclusion Accommodation Plan .....	8
Inclusion Procedure .....	8
Personal Business/Promoting Outside Services.....	9
Releasing of Minors .....	9
Representing the City through Professional Conduct .....	9
Safety of Participants .....	9
Substitutes .....	9
Supply/Materials Fee .....	9
Waitlist .....	9

**XI. INDEPENDENT CONTRACT INSTRUCTOR MANUEL ACKNOWLEDGMENT .....10**

# Appendices

---

APPENDIX I.	CONTRACT INSTRUCTOR PROPOSAL FORM – NEW INSTRUCTORS
APPENDIX II.	CONTRACT INSTRUCTOR PROPOSAL FORM – CONTINUING INSTRUCTORS
APPENDIX III.	AGREEMENT FOR CONTRACT INSTRUCTOR SERVICES (SAMPLE)
APPENDIX IV.	CONTRACT INSTRUCTOR CHECKLIST
APPENDIX V.	BUSINESS LICENSE FAQ'S
APPENDIX VI.	FORM W-9
APPENDIX VII.	INSURANCE CERTIFICATE (SAMPLE)
APPENDIX VIII.	NO EMPLOYEES DECLARATION FORM
APPENDIX IX.	ACKNOWLEDGMENT OF MANDATED REQUIREMENTS, RECEIPT OF TRAINING, AND RECEIPT OF PENAL CODE STATUTES (INDIVIDUAL)
APPENDIX X. (BUSINESS)	MANDATED REPORTER ACKNOWLEDGMENT & RELEASE OF INFORMATION
APPENDIX XI. (BUSINESS)	TUBERCULOSIS (TB) TEST ACKNOWLEDGMENT & RELEASE OF INFORMATION
APPENDIX XII.	INCIDENT/ACCIDENT REPORT
APPENDIX XIII.	MINOR FIRST AID LOG
APPENDIX XIV.	PARTICIPANT ACCOMMODATION INFORMATION SHEET

# INDEPENDENT CONTRACT INSTRUCTOR MANUAL

---

## I. INTRODUCTION

Thank you for your interest in becoming an Independent Contract Instructor with the City of Dublin Parks and Community Services Department. Dublin is a community of approximately 71,674, situated in the Tri-Valley Region of the Bay Area in Northern California. The City of Dublin promotes and supports a high quality of life, ensures a safe and secure environment, fosters new opportunities, provides equity across all programs, and champions a culture of diversity and inclusion.

The information in this manual is intended for interested and current Independent Contract Instructors. The manual is a resource for information related to teaching a “fee” class, course, or program (hereinafter referred to as course or courses) for the Parks and Community Services Department (PCS).

The PCS engages Contract Instructors to provide recreational services to our community. Courses may be designed for Preschoolers (Ages Infant-4); Elementary (Ages 5-12); Teens (Ages 13-17); Adults (Ages 18+); and Older Adults (Ages 55+).

## II. GETTING STARTED: INFORMATION FOR NEW INDEPENDENT CONTRACT INSTRUCTORS

The process begins with the Contract Instructor proposing a new course and/or camp. Course Proposals can be submitted at any time and, if approved, will be programmed in accordance with the Activity Guide Production schedule. Additionally, prior to submitting a proposal, Contract Instructors must review and fully understand all the requirements (outlined below) of becoming an Independent Contractor with the City of Dublin.

Contract Instructor, his/her employees, subcontractors, volunteers, or agents shall be independent contractors and not employees or agents of the City of Dublin. Furthermore, the Contract Instructor and his/her employees and agents shall have no authority, express or implied, to bind the City of Dublin to any obligation whatsoever.

In order to enter into an Independent Instructor Services Agreement with the City of Dublin, Contractor must agree and represent for the duration of the agreement that:

- i. Contractor has the right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed;
- ii. Contractor maintains all necessary licenses, registrations, permits, and certifications required to perform the Services under this Agreement;
- iii. Contractor sets its own hours and maintains a business location that is separate from the business or work location of the City;
- iv. Contractor is customarily engaged in an independently established business providing the same or similar services as provided by this Agreement;
- v. Contractor has the ability to contract with other businesses and agencies to provide the same or similar services as provided by this Agreement, without restriction from the City;
- vi. Contractor holds itself out to the public as available to provide the same or similar services;
- vii. Contractor provides its own tools, equipment, software, programs, and any other supplies necessary to perform the Services;
- viii. Contractor can negotiate its own rates;
- ix. Contractor has the right to hire assistants, retain subcontractors, or utilize employees to provide the services required under this Agreement;
- x. Contractor shall be solely responsible for the payment of payroll taxes and any unemployment compensation on behalf of their employees and personnel;
- xi. Contractor shall be responsible for providing all workers’ compensation insurance on behalf of their employees, and if Contractor hires employees to perform any work under this Agreement, Contractor agrees to grant workers’ compensation coverage to the extent required by law.

### III. INDEPENDENT CONTRACT INSTRUCTOR REQUIREMENTS

If your proposal is accepted and you have reviewed and can fully represent the above, you will need to obtain and provide the City of Dublin with the items/documents below in order to execute your Independent Instructor Services Agreement.

#### 1. CITY OF DUBLIN BUSINESS LICENSE

All Independent Contract Instructors must obtain a City of Dublin Business License. A Business License application can be filled out online on the City's website ([www.dublin.ca.gov](http://www.dublin.ca.gov)) or by clicking [here](#). The City of Dublin charges a first-time \$106 registration fee for a new annual Business License. The annual renewal fee thereafter is \$29 dollars. For more information, review the [Business License FAQ's \(Appendix V\)](#).

#### 2. FINGERPRINTING/LIVE SCANNING

If the course(s) are open to youth under the age of 18 years, the Contract Instructor and any employees/volunteers agree to fulfill all fingerprint/background checks before they can teach a course. Contract Instructor and any employees/volunteers are not eligible to work until clearance is received from the Department of Justice (DOJ). Additionally, the following applies:

- a) Contract Instructors with more than three (3) employees, sub-contractors, or volunteers cannot conduct their own fingerprinting and background checks for themselves or their employees, sub-contractors, or volunteers. Contract Instructors/employees/volunteers must be fingerprinted through the City of Dublin Police Department which utilizes the DOJ database. Background check results are returned to the City's Human Resources Department. PCS staff will inform the contractor when clearance or a notification of clearance status is received.
- b) Contract Instructors are responsible for covering the cost of the fingerprinting for the person authorized on the contract. Affidavits of compliance with background check requirements for Contract Instructors with more than four (4) employees, sub-contractors, or volunteers will be considered on a case-by-case basis.
- c) The Dublin Police Department provides fingerprinting services. The fee for LIVESCAN services is \$32. PCS staff will provide Contract Instructor with the Live Scan Form to complete for each instructor/employee/volunteer.

#### 3. FORM W-9 "REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION"

The City of Dublin does not withhold state or federal income tax from Contract Instructors. However, the City does report earnings via IRS Form 1099-MISC. Therefore, the Contract Instructor must submit an IRS Form W-9 (Appendix VI) on an annual basis. Please note, the address information on Form W-9 will be utilized as the address to remit payment.

#### 4. INSURANCE

For the duration of the agreement, Contract Instructor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Instructor, his agents, sub-contractors, representatives, employees or volunteers.

Additionally, Contractor will defend and indemnify the City and its officers, directors, managers, employees, agents, and representatives ("Affiliates") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of the City and its Affiliates.

Contract Instructor will obtain and maintain policies of commercial general liability insurance, automobile liability insurance, and workers' compensation insurance from an insurance company authorized to transact the business of insurance in the State of California, which has a current

rating in the Best's Key Rating guide of at least A:VII. The specific insurance requirements for Independent Contract Instructors are as follows:

- a) Commercial General Liability: Insurance plan with an “occurrence” basis, including property damage, bodily injury, personal and advertising injury, and Sexual Abuse and Molestation (SAM) with limits no less than \$1,000,000 per occurrence. SAM coverage must be included and shown on insurance certificate with limits no less than \$1,000,000 if you have five (5) or more employees and no less than \$300,000 if you have four (4) or less employees. Contract Instructor will obtain the occurrence coverage as necessary, excluding professional liability, which will be written as claims made coverage. The City of Dublin and its elected officials, officers, employees, agents, and volunteers must be named as additional insureds on commercial general liability insurance. An example has been included (Appendix VII).
- b) Additional Insured Endorsement on the Commercial General Liability Insurance that states “The City of Dublin, its Officers, Employees, Agents and Volunteers” as additionally insured. The Additional Insured Endorsement must be a separate document than the commercial general liability insurance certificate.
- c) If the course(s) will be held on a school facility, the Dublin Unified School District will also need to be named as an additional insured.
- d) Automobile Insurance
  - i. Commercial Automobile Liability: Contract Instructors with a business and employees shall provide Insurance with limits no less than \$1,000,000 per accident for bodily injury and property damage.
  - ii. Personal Automobile Policy: Contract Instructors who are sole proprietors shall provide a copy of their personal automobile insurance declarations page and/or auto insurance card.
- e) Independent Contract Instructors who hire employees must provide proof of Workers' Compensation per CA State Law as follows:
  - i. Workers' Compensation: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
  - ii. If Contract Instructor does not have employees other than self, a “No Employees Declaration Form” (Appendix VIII) must be completed.

Original Certificates of Insurance with endorsements shall be received and approved by the City before programming commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all programming to cease.

## **5. MANDATED REPORTING**

In California, certain professionals are required to report known or suspected child abuse. As an Independent Contract Instructor who works with minors and seniors, you are deemed to be a “Mandated Reporter” pursuant to the California Child Abuse and Neglect Reporting Act (Penal Code §§ 11164-11174.3) (“CANRA”) and are required by law to report child abuse.

Pursuant to Penal Code section 11166.5, Contract Instructor shall be provided with and must execute, an Acknowledgement of Mandated Requirements, Receipt of Training, and Receipt of Penal Code Statutes (Appendix IX). If the Contract Instructor has employees/volunteers/subcontractors, the Contract Instructor shall execute a Mandated Reporter Acknowledgment & Release of Information (Appendix X). Acknowledgments shall be maintained by the City during the term of the Independent Contract Instructor's agreement.

## **6. TUBERCULOSIS (TB) TESTING**

Contract Instructors who work with minors must provide a certificate issued by a licensed physician or authorized agency showing that within the last two years, the Contract Instructor has been examined and has been found to be free of communicable tuberculosis before beginning work. If

the Contract Instructor has employees/volunteers/subcontractors, the Contract Instructor shall execute a Tuberculosis (TB) Test Acknowledgment & Release of Information (Appendix XI). Acknowledgments shall be maintained by the City during the term of the Independent Contract Instructor's agreement.

#### **IV. COURSE PROPOSALS**

To submit a course proposal, complete and submit via email the fillable Proposal Forms for New Contract Instructors (Appendix I) **or** Continuing Contract Instructors (Appendix II) to the Staff liaison. Submitting a Proposal does not guarantee that the course will be added to the City of Dublin's public recreation offering. Additionally, once added, no guarantees are made that the City of Dublin will automatically continue offering the course. The City reserves the right to edit and modify course titles and descriptions and cancel courses when necessary.

The Staff liaison will review the proposal, assess the "content" of the course to determine whether it meets the Department's mission and goals. If the proposal fits within the Department's mission and goals, then the PCS Staff liaison will contact you for a more detailed discussion. The Staff liaison will also work with you to determine the specific design of the course in regard to facility suitability, facility availability, fee structure, course time frames, participant maximums or minimums, age ranges, course descriptions, etc. This information may have been included in the proposal; however, it may be necessary to revisit it to ensure courses are in line with current programming. New courses that are offered and show consistently low enrollment for more than two seasons in a row will be removed from future course schedules.

##### **1. NEW INSTRUCTORS**

Two descriptions are needed. The first one describes the course curriculum in detail so the Staff liaison understands how you manage your course and what it entails. The second is a written description of no more than 100 words to "sell" your course to the public in the City's Activity Guide and other media. The Activity Guide description may be modified to make it consistent with the City's style.

##### **2. CONTINUING INSTRUCTORS**

Continuing instructors are still required to submit proposals for reoccurring programs each season within the specified session dates. All course and facility availability are subject to change from season to season, and courses cannot be promised to be held within the same facility season after season.

##### **3. VIRTUAL PROGRAMMING**

Proposals for virtual classes are accepted and may be included in addition to proposals for in-person programming. Instructors must provide their own Zoom Platform to host these classes. Instructor will be responsible for emailing Zoom links to participants and the Staff liaison prior to the start of the course.

#### **V. PROMOTING YOUR COURSES**

Approved courses will be listed in the City of Dublin's Activity Guide, which is typically mailed to all Dublin households four times a year, but it's important that Contract Instructors conduct additional outreach to ensure the success of their course(s) (i.e., flyers, social media accounts, ads, etc.). The City of Dublin may also advertise your programs on the City's main social media sites. All printed marketing flyers to promote your programs at City facilities and events shall include the City of Dublin logo and must be approved by the PCS Staff liaison prior to publication.

#### **VI. ACTIVITY GUIDE SESSIONS**

The City of Dublin produces four Activity Guides a year: Fall/Winter, Spring, Summer Camps and aquatics, and Summer. Course proposals are typically due six months before the publication is printed, so it is imperative that Instructors plan ahead. City Staff will communicate with all prospective and current Contract Instructors specific deadlines for each edition. When Activity Guide proofs are produced, instructors will be given the opportunity to review, edit, and make changes within the specified timelines. All Contract Instructors will be responsible for reviewing all course/camp information listed in the proof and

communicating changes to Staff liaison by the deadline provided by the City. The following are typical session dates. These dates are subject to change:

**Fall/Winter**

Proposals due by end of April  
Course dates: September – Mid-February

**Spring**

Proposals due by early September  
Course dates: February – Mid-May

**Summer Camps & Aquatics**

Proposals due by mid-October  
Course dates: June - first week of August

**Summer**

Proposals due by early December  
Course dates: May – Mid-September

**VII. PARKS AND COMMUNITY SERVICES FACILITIES**

1. Civic Center
2. Dublin Public Library
3. Heritage Park & Museums
4. Dublin Senior Center
5. Shannon Community Center
6. Stager Community Gymnasium (Dublin Unified School District Facility)
7. The Wave Recreation and Aquatic Facility
8. Dublin Arts Center (TBD)

**VIII. CITY HOLIDAYS**

The City of Dublin observes the following holidays, and all City facilities are closed during these holidays. No courses may be held on these holidays.

- New Year's Day (January)
- Martin Luther King Jr. Day (January)
- President's Day (February)
- Memorial Day (May)
- Independence Day (July)
- Labor Day (September)
- Veterans Day (November)
- Thanksgiving Day (November)
- Day After Thanksgiving Day (November)
- Christmas Eve Day (December)
- Christmas Day (December)
- New Year's Eve Day (December)

**IX. STAFF LIAISONS**

You will be assigned to work with a PCS Staff liaison who will be your main contact at the City of Dublin. Direct any questions you have to your designated Staff liaison, and please respond in a timely fashion whenever your Staff liaison requests information.

Please refer dissatisfied customers to your Staff liaison, who needs to be notified in advance before such referrals are made. If your Staff liaison is unavailable when you call, please leave a detailed voicemail or send an email promptly. If you are calling during normal business hours and the situation is urgent, press 0 after leaving your message to be transferred to another PCS Staff member who will assist you.

## X. REGISTRATION PROCEDURES AND POLICIES

### A. PERCENTAGES FOR CONTRACT INSTRUCTORS

The City of Dublin typically contracts at the rate of 60% of the resident fees collected for courses held in City or school facilities, and 70% of the resident fees for virtual programming offered through the Contract Instructor's own Zoom Platform or for courses held in a facility owned or rented by the Contract Instructor.

### B. NON-RESIDENT FEES

The City of Dublin imposes a non-resident fee to individuals who do not reside in the City of Dublin. The non-resident fee is an additional 20% added to the resident fee and is retained by the City of Dublin. As a Contract Instructor, you will not receive the non-resident fee portion collected, and you are not required to calculate this fee when submitting proposals.

### C. COURSE PRICING

All Contract Instructors set their own prices. Federal IRS rules regarding contracting for courses prohibit the PCS from setting your course price. You can use the following formula to help you calculate a per-hour rate:

1. Select the lowest fee per hour for which you will work, and multiply this fee by the number of hours you will spend teaching the course.
2. Divide this number by the minimum number of students you will teach.
3. Multiply this number by .6 (onsite courses) or .7 (offsite or virtual courses). Contract Instructors are typically paid 60% of the resident fees collected for courses held in City or school facilities and 70% for virtual programming and/or for a facility owned or rented by the Contract Instructor.

### D. COURSE REGISTRATION

The PCS will handle all course registration on behalf of the Independent Contract Instructor using Active Net registration software. Contract Instructors shall not collect registration fees, and fees cannot be taken in/during class. Participants must pre-register via the City's enrollment process for all courses at DublinRecGuide.com or in person at a City facility during normal business hours. Registration dates vary each session but follow the same sequence each season (resident online registration and open registration). Resident registration is opened first for a minimum of two weeks and is then followed by open registration. Participant registrations are processed on a first-come, first-served basis by the City of Dublin. The City does not allow pro-rating of courses for late sign-ups.

### E. COURSE ROSTERS

Contract Instructors will be given an online Active Net account to access their respective course rosters, including access to participant email addresses, phone numbers, and participant emergency contact information. Contract Instructors are solely responsible for ensuring instructors come to class with rosters and attendance sheets. Staff will not provide instructors with printouts of rosters or attendance sheets. Additionally, Contract Instructors are responsible for emailing participants directly regarding any class changes, waitlist additions, updates, and introduction/welcome emails to participants.

To Login into Active Net to run rosters and/or attendance sheets:

1. Go to the website- [http://apm.activecommunities.com/dublinrecguide/ActiveNet\\_Login](http://apm.activecommunities.com/dublinrecguide/ActiveNet_Login) (Make sure to bookmark our site!)
2. Enter your email address and password to enter "My Account".
3. Under "Instructor Services" click "Roster Report" or "Attendance Sheet"
4. Select the season and click Search.
5. Your courses for that season will display. Select which course(s) you would like to view a roster and/or attendance sheet for.

6. Under "Options" select the information you would like displayed on your roster.
7. Recommended options include:
  - Type of transactions – Roster (you can also view waitlist by selecting "waitlist" in the drop-down menu)
  - Residency - All Customers
  - Include Medical Alert Notes - check this box to have allergies and medical information noted on the roster
  - Calculate age based on Activity State Date
  - Option Fields 1-4 - Payer Name, Primary Phone, Secondary Phone, Cell Phone
  - Output Type - Adobe Acrobat Reader or Excel
  - Include Head of Household - check this box
  - Use Head of Household Contact Information - check this box
  - Click "Run Report"
8. For additional questions on how to run rosters or other reports, please contact the Staff liaison.

**First time logging in?** Check with the Staff liaison to confirm the email that has been assigned to your account. Click on "Forgot your Password", enter the email address provided to you, and set your password following the instructions provided.

## **F. PARTICIPANT ATTENDANCE**

Instructors shall take daily attendance and must have attendance sheets available for request by Staff liaison. Participants should either be on the roster or have a receipt before they start the course. Individuals who are not on the roster or who do not have a receipt must be informed that they are not allowed to participate and should be directed to register online at [Dublinrecguide.com](http://Dublinrecguide.com) and/or contact PCS at (925) 556-4500.

## **G. ABSENCES**

If the instructor is ill or unable to perform the course, it is the responsibility of the Contract Instructor to provide a City approved substitute to conduct the course, host a make-up session, or cancel the course and notify the Staff liaison as soon as possible. It is the Contract Instructor's responsibility to notify the participants of a course cancellation of this nature.

If the course is canceled, the Contract Instructor shall contact the Staff liaison as soon as possible to reschedule the course. If a make-up course is not offered, a credit of one course unit shall be given to participants and deducted from the Contract Instructor's fee.

## **H. INSTRUCTOR TARDINESS**

Instructors must make every effort to arrive on time to their courses. Instructors are encouraged to arrive a minimum of 15 minutes before their course is scheduled to begin. In the event an instructor is running late, please notify the Staff liaison as soon as possible. If an instructor is more than 15 minutes late to a course, the course may be canceled. If this occurs, contact the Staff liaison about offering a make-up course or issuing a pro-rated refund to participants for the missed course.

## **I. FACILITY USAGE**

The Instructor's primary responsibility is to ensure the safety of participants involved with the activity. Instructors should visually inspect facilities they are conducting courses in. If you are using a City facility and any aspect of the area appears unsafe, it is your responsibility to notify the Staff Liaison so they may take appropriate actions to ensure participant safety. If the area is not safe to hold a course or camp, please inform the Staff liaison, and the course may be canceled or rescheduled if unable to immediately resolve the hazard. Instructors may not leave any participant 17 years or younger unattended at any time.

Prior to the start of your courses, you will be required to provide Staff liaison with a classroom set-up for tables and chairs. Other than furniture provided by the City, the Contractor must provide its own tools, equipment, programs, and any other supplies necessary to perform the services. All furniture set-ups will be conducted by the City prior to your arrival. Refrain from moving any additional equipment, furniture, and supplies, and notify the Staff liaison of any obstructions to the classroom setup.

#### **J. ACCIDENT & INCIDENT REPORTS**

In the event of an accident/incident during a course, an Incident/Accident Report (Appendix XII) must be completed and submitted to your Staff liaison by noon the next business day. It is the instructor's responsibility to know where the first-aid kit is located for all facilities in which they provide services. This information will be provided to you by the Staff liaison.

For minor first-aid (Band-Aids, etc.), the first-aid kit will suffice, and a Minor First Aid Log (Appendix XIII) must be completed and submitted to the Staff liaison by noon the next business day. For serious accidents, DO NOT MOVE the injured participant and call 9-1-1 (9-911 from a City facility phone). If a child is involved, notify the parent/guardian immediately. All accidents and incidents must be reported immediately to the Staff liaison, no matter how minor they may appear.

#### **K. 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. This law 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 PCS to fully comply with the provisions of the ADA and to make reasonable accommodations to individuals with disabilities so that they can have an equal opportunity to participate or benefit from courses. PCS shall bear all costs associated with ADA accommodations unless requests for accommodations result in an undue burden.

#### **L. CANCELLATIONS**

The City of Dublin reserves the right to cancel, combine, or divide courses, change the time, date, or place of courses, terminate Contract Instructor agreements, and make other changes, that become necessary to ensure a quality experience for participants. If necessary, PCS Staff may consolidate courses and transfer participants.

Courses may be canceled if the minimum number of participants the Contract Instructor lists on the proposal form is not met. PCS Staff may ask the Contract Instructor if they will still teach the course if the number is below the minimum requirement to build a customer base and generate future registrations. If the Contract Instructor cannot teach the course below the minimum requirement, participants shall receive a full refund back to the original form of payment, which can take up to 30 days and is not subject to a processing fee.

Extreme Weather Conditions, Facility Maintenance, Wildfires, and Rain outs may also cause course cancellations. In such an event, the Staff liaison will communicate course cancellations with you and work with you to coordinate make-up sessions if applicable. If attendees are not able to attend the make-up dates, they will receive a pro-rated refund.

#### **M. CREDIT/REFUND POLICY AND WITHDRAWALS**

Participants may request withdrawals and refunds from your courses prior to the start of the first day online or via email to the [ParksandCommunityServices@dublin.ca.gov](mailto:ParksandCommunityServices@dublin.ca.gov). The following are the refund guidelines:

- If a participant's withdrawal from a course is requested up to (7) seven days prior to the activity start date, the full registration fee will be refunded, minus a 10-cent processing fee. This can be done online by the participant.
- If the withdrawal is requested less than (7) seven days before the activity start date, participants can still request a refund via e-mail, if requested up to four (4) business days prior to the activity start date, minus a \$5 processing fee.
- If the withdrawal is requested via e-mail less than four (4) business days before the activity start date, the activity fee will be forfeited, and no refund will be issued.

## **N. CONTRACT INSTRUCTOR PAYMENT**

The City of Dublin provides payment after receipt of services. No advance payments will be made. The PCS Staff liaison will process the paperwork for payment of your course after the course has ended. Please expect to receive your course payment up to thirty (30) business days after the course has ended and payment has been processed. Contract Instructor payments shall be based on the number of students enrolled at the end of the course.

## **O. DISCRIMINATION & HARRASSMENT**

The City of Dublin has an Anti-Harassment Policy and Complaint Procedure. A copy is available from the PCS Staff liaison or City Human Resources in the City Manager's Office. It is the City's policy to provide a workplace free of unlawful and improper harassment. Harassment of anyone on any basis including, but not limited to, harassment on the basis of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, sex, or age will not be tolerated. Harassment includes, but is not limited to verbal harassment, physical harassment, visual forms of harassment, and sexual conduct.

The City of Dublin also does not tolerate sexual harassment. Sexual harassment may include unwelcome sexual advances, requests for sexual favors, or other unwelcome verbal or physical contact of a sexual nature when such conduct creates an offensive, hostile, and intimidating working environment and prevents an individual from being effective in performing their duties. A Contract Instructor who believes he or she has been harassed may make a complaint orally or in writing with the PCS or with City Human Resources. Any retaliation against a person filing a harassment charge or making a harassment complaint is prohibited.

## **P. EQUIPMENT/MATERIALS**

Contract Instructors may not store any materials or equipment at City facilities.

## **Q. INCLUSION ACCOMMODATION PLAN**

The Dublin PCS welcomes and encourages the participation of children and adults with disabilities in all courses, programs, and services. To facilitate opportunities for participants with and without disabilities to engage in recreational pursuits together, the PCS provides inclusion services.

What is Inclusion?

“Inclusion” has become the word that is most commonly associated with the concept of integrating persons with disabilities into general services, i.e., schools and recreation.

## **R. INCLUSION PROCEDURE**

The Dublin PCS will make reasonable accommodations to facilitate the participation of any individual with a disability in any course. PCS follows a procedure for providing these accommodations. Participants who need accommodations can fill out the Participant Accommodation Information Sheet (Appendix XIV) to provide Staff with an understanding of the accommodations needed as well as disability awareness information for facilitating an individual's participation. The Plan also provides information regarding the accommodation for the individual with a disability.

## **S. PERSONAL BUSINESS/PROMOTING OUTSIDE SERVICES**

Contract Instructors are not allowed to solicit for personal services or sell items to participants, guests, or City Staff with the exception of supply/materials as outlined in Section V below. The Contract Instructor may not receive or make personal phone calls while performing services.

#### **T. RELEASING OF MINORS**

At the end of the course, the Contract Instructor shall 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 Contract Instructor should contact the PCS Administration Office at (925) 833-6645 during business hours and the Dublin Police Department at (925) 833-6670 after business hours. Contract Instructors should stay with the child until a PCS Staff, police officer or the parent/guardian arrives. Contract instructor may not transport child(ren) under any circumstances.

#### **U. REPRESENTING THE CITY THROUGH PROFESSIONAL CONDUCT**

It is imperative that Contract Instructors be helpful and courteous at all times. The City of Dublin 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 City course is strictly prohibited and may result in termination of the contract.

#### **V. SAFETY OF PARTICIPANTS**

The Contract Instructor's primary responsibility is to ensure the safety of participants involved with the course. If any aspect of the area appears unsafe, it is your responsibility to notify PCS Staff (925) 833-6645 and to take actions that will ensure participant safety.

#### **W. SUBSTITUTES**

If a Contract Instructor has made arrangements for a substitute, the PCS shall be notified two days prior to the course, and the substitute must be on the approved instructor database maintained by the PCS. The PCS Staff liaison must approve all substitutes.

#### **X. SUPPLY/MATERIALS FEE**

The Contract Instructor determines any required student materials and must provide a list of the items and their estimated cost to their PCS Staff liaison as outlined in the Proposal Form. Contract Instructors may opt to: 1) supply the materials in course at the Contract Instructor's expense; 2) supply the materials in course and adjust course fee to include cost of materials; 3) supply the materials in course and collect a material fee on the first day of the course; or 4) direct participants to an appropriate source to purchase for themselves. If the Contract Instructor selects option 3, the City of Dublin is not a party to the terms of such transactions.

#### **Y. WAITLIST**

Participants that are on the waitlist may be added to the course if space is available, and before the first scheduled course. PCS Staff will contact waitlist participants in order, to confirm if they would like to be added to the course.

## XI. INDEPENDENT CONTRACT INSTRUCTOR MANUAL ACKNOWLEDGMENT

I acknowledge that I have received a copy of the City of Dublin's Independent Contract Instructor Manual, and I do commit to read and follow the procedures and policies contained herein.

I am aware if at any time I have questions regarding the City of Dublin's procedures and policies, I should direct them to the Parks and Community Services Department Staff liaison.

I know the procedures and policies and other related documents in this manual do not constitute a contract or offer of employment and are not a guarantee by the City of Dublin of the conditions that are described herein.

Nevertheless, the provisions of the Independent Contract Instructor Manual are incorporated into this Acknowledgment, and I agree that I shall abide by its provisions. I understand that my failure to do so may result in the termination of my Agreement for Contract Instructor Services.

I am also aware that the City of Dublin may, at any time, on reasonable notice, change, add to, or delete from the provisions of the manual.

---

Independent Contract Instructor's Signature

Date

---

Printed Name

---

Courses Offered

---

Staff Liaison

Date