



INDEPENDENT CONTRACTED INSTRUCTOR HANDBOOK



City of Hercules – Parks & Recreation Department
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1.0 WELCOME AND INTRODUCTION

Thank you for your interest in becoming an Independent Contracted Instructor with the City of Hercules. We are excited about the possibility of working together to reach our common goals and to jointly serve our community. Hercules Parks & Recreation staff are dedicated to building strong community connections through the provision of educational and recreational opportunities.

This handbook explains policies and procedures that must be followed in your work with the City of Hercules. The handbook provides requirements on becoming an Independent Contracted Instructor with the City, guidelines and tips for managing your activities, and most importantly, what you will need to know about handling an incident or emergency. The information contained in this handbook is intended to serve as a resource for Independent Contracted Instructors as they begin providing classes and activities for the Hercules community.

CITY OF HERCULES PARKS & RECREATION DEPARTMENT

The Parks & Recreation Department creates community through people, parks, and programs. The department strengthens community image and sense of place, fosters human development, supports economic development, strengthens safety and security, promotes health and wellness, increases cultural unity, and provides recreational experiences. Each Contracted instructor will be assigned a City staff contact through the duration of their agreement.

CUSTOMER SERVICE PHILOSOPHY

Our goal is to deliver the highest quality recreation programs possible to our community in a balanced and equitable manner. As an organization, it is important we understand the manner in which we treat our customers will have a lasting effect on the way our organization is perceived. Therefore, the services you provide as an Independent Contracted Instructor must be easily understood by the customer and effectively address the customer's needs or interests. Remember, you represent a face to the overall City and your actions reflect back to the perception they have of the community. Independent Contracted Instructors must always be cognizant of their responsibilities to assist the City in building a healthy community.

DEFINITION OF AN INDEPENDENT CONTRACTED INSTRUCTOR

A person or business who performs services for the City under an express or implied Independent Contracted Instructor Agreement and who is not subject to the other's control, or right to control, the manner and means of performing the services; not as an employee. This means both parties will be acting in an independent capacity and not as agents, employees, partners or joint ventures of one another. Independent Contracted Instructors are not an employee of the City of Hercules, and are not entitled to any of the rights, benefits or privileges of City employees (i.e. Contractors are not entitled to unemployment benefits or workers compensation from the City of Hercules).

EXAMPLE OF DUTIES

- Works with the City to insure physical spaces in which activities are conducted are safe and comfortable for participants.

- Works with the City to develop and disseminate promotional materials which are descriptive, accurate, and focused on the needs and desires of participants.
- Ensures all registration and liability waiver requirements are complete for each participant.
- Develops a rapport with participants which affords insight into customer satisfaction and works to overcome any potential barriers to participation.
- Observes scheduled class times, uses only authorized equipment and leaves facilities in good, clean, and safe condition.
- Provides City staff with attendance information, participant feedback, accident/incident information, etc.
- Assists the City in the dissemination and collection of completed participant surveys and activity evaluations.

GENERAL QUALIFICATIONS

- Must be able to demonstrate significant knowledge of proposed class subject.
- Must have the ability to present class information in a satisfying manner for participants.
- Prior teaching experience is desirable, but not required.

WHY TEACH A CLASS WITH HERCULES PARKS & RECREATION?

- The City of Hercules has a variety of indoor and outdoor community facilities. Facilities range from small classrooms or conference rooms, with room capacities of 10-20 people, to large multipurpose spaces, with room capacities up to 300, to various parks and athletic fields.
- Hercules Parks & Recreation utilizes a registration software system called RecTrac. The system allows us to maintain facility bookings for your class and to process registrations in an efficient manner. Independent Contracted Instructors may receive attendance reports, wait list reports, and we maintain the database to provide participant contacts for all activities. The system also easily reserves spots for waitlist participants when a cancellation in a class occurs.
- We accept VISA, MasterCard, Discover, cash and checks for activity payments. We offer registration to customers via online registration, mail, telephone, fax, or in person.
- The City of Hercules Parks & Recreation Activity Guide is the main marketing source for the department's programs and services and is produced three times a year – Fall, Winter/Spring, and Summer. The Activity Guide is mailed to all households and businesses in Hercules each season.

HOW TO SUBMIT A CONTRACTED CLASS/INSTRUCTOR PROPOSAL

A completed Contracted Class/Instructor Proposal Form is required and should be submitted to the Hercules Community Center, 2001 Refugio Valley Road, Hercules, CA 94547.

1. Complete the Contracted Class/Instructor Proposal Form. Please be thorough and descriptive in all areas of the form. This will help facilitate your proposal in a timelier manner.

2. All the proposed dates of your class for a specific season must be completed. Please do not leave the dates blank because City staff will not consider your Contracted Class/Instructor Proposal without all the necessary information completed. If you are proposing to use a City facility, please note all facility information is managed through our computerized registration system, and dates must be entered before conflicts can be detected.
3. The Independent Contracted Instructor is responsible for communicating facility equipment and supply needs with City staff in advance. In the initial discussion about the Contracted Class/Instructor Proposal, the equipment and supply needs must be identified.
4. Independent Contracted Instructors must compute their own class pricing. IRS rules regarding contracting for activities prohibits the City from setting your pricing. For classes taught in City facilities, the split between City and Contracted Instructor is 60% City / 40% Contracted Instructor of registration fees not including non-resident fees or administrative fees. For classes taught in your own facility, the split between City and Contracted Instructor is 45% City / 55% Contracted Instructor of registration fees not including non-resident fees or administrative fees.
5. Classes for which the City will not accept proposals for are as follows:
 - a. Activities that are similar to those which the City currently offers (we suggest you read the most recent copy of the City's seasonal Activity Guide available online at <http://www.ci.hercules.ca.us/>)
 - b. Activities the City has offered in the past that were cancelled due to lack of interest, unless you can demonstrate you have the necessary number of participants who are interested in participating in the specific activity.
6. Submitting a Contracted Class/Instructor Proposal does not guarantee the activity will be added to the recreational offerings of the City of Hercules Parks & Recreation Department. Program or activity approvals are dependent upon the amount of specific information contained in your Contracted Class/Instructor Proposal form; the subject matter's potential for meeting the City's programming needs and priorities, demonstration of the Independent Contracted Instructor's subject knowledge and teaching experience, and the availability of facilities.
7. Once added, there are no guarantees the City will continue your class offering for future seasons. The City reserves the right to cancel any activity or class as a result of low or no attendance.

2.0 INDEPENDENT CONTRACTED INSTRUCTOR AGREEMENT REQUIREMENTS

CITY BUSINESS LICENSE REQUIREMENT

All Independent Contracted Instructors doing business in the Hercules city limits are required to obtain and maintain in good standing a City of Hercules Business License. Business Licenses may be obtained at City Hall, 111 Civic Drive. For application forms or more specific information about business licenses, visit the City's web site at: <http://www.ci.hercules.ca.us/index.aspx?page=140>.

CONTRACTEDOR TUBERCULOSES (T.B.) TESTING

The City reserves the right to require an Independent Contracted Instructor and Instructor Assistants working with the public to provide proof of current (with in the past two years) T.B. clearance results. If this is a requirement in your Independent Contracted Instructor Agreement and it has been two years since you were tested, please schedule an appointment with your health care provider and complete the test prior to submitting a Contracted Class/Instructor Proposal. Some health care providers provide T.B. testing at no cost. Test results will be required to be submitted to the City prior to approving your Independent Contracted Instructor Agreement.

ANTI-NEPOTISM AND CRONYISM ORDINANCE

The City of Hercules has an anti-nepotism and cronyism ordinance adopted by the Hercules City Council. All Contracted Instructors are required to sign a form acknowledging he/she is not knowingly violating any restrictions set forth in the ordinance.

FINGERPRINT CLEARANCE AND BACKGROUND CHECKS

As a condition of the Independent Contracted Instructor Agreement, the City of Hercules requires all Independent Contracted Instructors and Instructor Assistants, at their own expense, to submit to fingerprinting and a Department of Justice (DOJ) and FBI criminal background screening prior to teaching any activities with the City. The City of Hercules' ORI code on the Live Scan form must be used for fingerprinting. This DOJ and FBI screening confirms the Independent Contracted Instructor or their Assistants have no criminal convictions. In accordance with the DOJ's Subsequent Arrest Notification Program, the City is notified of any offenses through a Contracted Instructor's agreement term.

If the Independent Contracted Instructor has employees, prior to the first day of an activity, the Independent Contracted Instructor must certify to the City that said employees have been fingerprinted and have passed a DOJ and FBI background check. Any Independent Contracted Instructor or Assistant will not be allowed to teach an activity without this documentation.

INCOME TAX REPORTING

Independent Contracted Instructors are not considered City employees, and therefore, are not eligible for City benefits. It is the Independent Contracted Instructor's responsibility to pay all income taxes, as the City of Hercules does not withhold State or Federal Income Tax, but does report earnings to the IRS through a Form 1099. All Independent Contracted Instructors will be required to complete a W-9 form.

INSURANCE & WORKERS' COMPENSATION REQUIREMENTS

The City of Hercules is a member of a self-insured insurance pool through the Municipal Pooling Authority of Northern California (MPA). MPA is the insurance company for the City of Hercules, not individuals or businesses with whom the City Contracts. The City's insurance will not defend or pay out on claims brought against an Independent Contracted Instructor. If a liability claim were to occur against you and the City of Hercules, you would be responsible for defending yourself, and potentially paying a claim brought against you. It is also important you understand the Independent Contracted Instructor Agreement with the City does not equal employment. You will be under Contract as an Instructor, and are not entitled to the wages and benefits associated with full or part-time employment with the City of Hercules. While an Independent Contracted Instructor may seek employment with the City, your status as an Independent Contracted Instructor does not give you any "special consideration" prior to, during, or after the recruitment process.

Independent Contracted Instructors may be required to provide and keep in force a Certificate of Liability Insurance depending upon the nature of the class/activity. If required, you must submit proof of Comprehensive General Liability Insurance with a minimum single limit of at least two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate for bodily or personal injury to, illness of, or death of persons, and damage to property. All such Liability Insurance shall name the City, its officials, employees and volunteers as Additional Insured by separate written endorsement.

If the Independent Contracted Instructor has employees, the Independent Contracted Instructor is also required to provide the City with verification of Workers' Compensation Insurance, as required by California Labor Code 3700 et seq.

MONITORING PERFORMANCE OF INDEPENDENT CONTRACTED INSTRUCTORS

Hercules Parks & Recreation staff may periodically review reports and records of the Independent Contracted Instructors. Independent Contracted Instructors may be required to supply noteworthy events or problems, work accomplished, and important future work or activities. This information is often distributed as part of City newsletters, quarterly performance reports, etc.

Inspection: Staff will periodically inspect the work of Independent Contracted Instructors. The inspection can be completed with or without the Independent Contracted Instructor's knowledge and can be completed by internal staff, other professionals, or volunteers.

Review of Complaints: A second monitoring approach is to review complaints or comments received regarding the performance of Independent Contracted Instructors. Staff will be diligent in addressing complaints from dissatisfied customers.

Review of End-User Satisfaction: A final monitoring technique is a survey, which the City reserves the right to conduct. This may take the form of a written survey, electronic (via Internet or email); or face-to-face dialogue with a staff person. Participants are usually most knowledgeable of their own level of satisfaction with services and what can be done to improve the quality of operations.

3.0 CITY POLICIES AND PROCEDURES

AMERICANS WITH DISABILITIES ACT (ADA)

The ADA is federal legislation, which 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 Hercules 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 they can have an equal opportunity to participate, unless an undue burden would result. Physical barriers must be removed if removal is readily achievable, easily accomplished, and able to be carried out without much difficulty or expense. If not, alternative methods of providing the services must be offered. 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.

Participants requiring accommodations are requested to notify the City of Hercules Parks & Recreation Department four (4) weeks prior to the start of a class in order to discuss individual needs. The City will make all reasonable modifications to ensure people with disabilities have an equal opportunity to access all City programs, services and activities. The City will not impose unnecessary eligibility standards or rules denying individuals with disabilities the opportunity to participate in services, programs and activities.

ACTIVITY GUIDE DEADLINES

Season	Class Dates Advertised	Deadline to Submit Class Proposals	Anticipated Public Distribution Date
Fall	September 1 – December 31	July 1	August
Winter/Spring	January 1 – April 30	September 1	November
Summer	May 1 -August 31	January 1	March

ADVERTISING & PROMOTION

The majority of the class offerings are listed in the tri-annual Parks & Recreation Department Activity Guide, which is distributed to households and businesses in Hercules. Information is also periodically published in the local newspapers, our web site, Facebook, as well as flyers produced by Parks & Recreation staff and posters in City sign boards. Any advertising produced by an Independent Contracted Instructor must be presented as a sponsored program of City of Hercules Parks & Recreation. Independent Contracted Instructors are responsible for any additional promotion for their activities beyond which the City provides. All promotions must be approved by Hercules Parks & Recreation staff prior to public distribution.

CHANGES IN SCHEDULE

It is very important that classes start and end at the time which is advertised. Starting classes late or ending the classes early can cause undue burden for the participants, parents, other instructors, and can also cause problems with facility scheduling. Any anticipated changes in the schedule must be reported immediately to your City staff contact.

CLASS BINDERS

At the beginning of each class there will be a binder at the class location. The Class Binder will contain tabs for: class rosters, class sign in sheets, paperwork needing signature (for phone registrations), paperwork for new registrations, and accident/incident reports.

CLASS CHANGES & CANCELLATION POLICY

It is important classes and activities start and end as advertised. Staff will alert participants to changes in dates or class times by including class dates, holidays and planned absences in the promotional materials when known. However, if changes occur after the seasonal Activity Guide is published, Independent Contracted Instructors are also expected to remind students of deviations from the regular program format with reminder signs and verbal announcements at the beginning and end of the activity the week prior to the expected change or as soon as possible.

If your minimum class size is not met, it is the Contracted Instructor's decision whether or not to teach the class. Instructors who want to cancel a class must contact their City staff contact at least 2 business days before the first class meeting.

CLASS ORIENTATION

Independent Contracted Instructors are encouraged during their first class meeting to outline for the participants exactly what they can expect from the activity or class. This information may include class rules, clean-up responsibilities, etc. By providing this information upfront with participants, it will hopefully decrease the likelihood of any unsatisfied customers who may have had a different perspective on the class or activity. Independent Contracted Instructors are also encouraged to "open the floor" for participant input- sometimes this simple way of soliciting valuable insights into the needs and desires of your participants can increase your effectiveness as an instructor.

CLASS REFUND & TRANSFER POLICIES

Refunds and/or transfers will be granted on or before the first class meeting. No refunds or transfers will be granted after the first class meeting. There is a \$10.00 service charge on all refunds/transfers initiated by a participant. If the course is canceled by the City, the participant will have the option of transferring to a similar program or receiving a full refund. Refunds may be given after a course has begun due to a particular medical condition if a doctor's note is provided. These refunds are at the discretion of the Parks & Recreation Director.

CLASS WAITING LISTS

Once a class is full, a waiting list will be established. Participants cannot be on a waiting list and enrolled in a class of the same type for the same period of time. Any participant already enrolled is

removed from waitlists for the same time period.

COMMUNICATIONS/INTERACTIONS WITH PARTICIPANTS AND GUARDIANS

The City of Hercules Parks & Recreation Department values community input, even when it may contain comments that demonstrate a need for continued improvement. Any citizen/customer contact received by an Independent Contracted Instructor concerning the Contracted services must be addressed by the Independent Contracted Instructor, and your City staff contact should be notified of the nature of the concern. This will ensure we are providing the best possible services to the community as well as aiding us in pinpointing services that need improvement.

The Independent Contracted Instructor must not have unobserved contact with individual class participants at any time. Parents and/or caregivers should be invited and encouraged to visit program sites at any time and do not need to ask permission to do so. The Independent Contracted Instructor is also prohibited to use any participant information, rosters, etc. for any purposes other than authorized City use.

COMMUNICATIONS WITH STAFF

It is important to maintain a clear line of communication between the City and the Independent Contracted Instructor. As an Independent Contracted Instructor, if you have any questions, concerns, or issues regarding your activity, your first point of contact is the staff person with whom you coordinate your class offerings.

A lot happens throughout the year, so we encourage Independent Contracted Instructors to stay connected with City staff through the use of email or telephone. Staff will periodically send out emails pertaining to your instructor payments, enrollment information, class rosters, and other important news pertaining to your activity.

DISCRIMINATION AND HARASSMENT

The City of Hercules has a zero tolerance 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. Independent Contracted Instructors and their assistants are responsible for their own actions/conduct and that of the class participants, and must never engage in discrimination and harassment because of an individual's protected classification.

INSTRUCTOR ABSENCE AND MAKE-UP CLASSES

If the Contracted Instructor will be tardy or absent from class, it is their responsibility to notify their City staff contact and the enrolled students. A makeup class must be scheduled at the end of the session or when agreed upon by staff. Excessive absences and/or tardiness may result in the City terminating the agreement with the instructor. If classes are to be rescheduled at a City facility, it is the instructor's responsibility to make arrangements with their City staff contact and to notify students of the make-up class dates. If scheduling does not allow a class to be rescheduled, students will be refunded for that particular class.

INSTRUCTOR PAYMENTS

Typically a split of 60% City / 40% Instructor of the registration fees received (excluding non-resident and administrative fees) will be applied to compensate Independent Contracted Instructors utilizing City facilities as a location for their scheduled activities. Typically a split of 45% City / 55% Instructor of the registration fees received (excluding non-resident and administrative fees) will be applied to all Independent Contracted Instructors who do not utilize City facilities as their activity location.

Materials Fee: Fees for materials and supplies are considered separate class fees that are payable directly to the Independent Contracted Instructor and are not calculated into the percentage split calculations. Independent Contracted Instructors may opt to direct participants to an outside source for class materials (i.e. Michaels or other supplier), or build the cost of supplies into the class fee. Material fees are fees that are charged to the participant in addition to the class fee by the instructor. Material Fees are supplies that the instructor requires the participant to have in order to participate in the class and should not be collected for supplies that instructors need to teach classes such as scissors, music, sports equipment, etc., as these supplies are necessary expenditures of doing business for multiple class sessions and should be included in the class fee. On the class proposal form, each instructor will need to specify if there is a material fee and how much it is per participant. A list of materials including the prices will need to be submitted with the class proposal.

Instructor Request for Payment Form: Once the class session ends it is imperative to submit to your City staff contact the Instructor Request for Payment Form. This form will have information about the number of participants that were enrolled and listed on your class rosters. Payment for the course will not be offered until this form is turned in. Depending on the duration of the class, Independent Contracted Instructor payments will be issued within 30 days of completing an activity. If class payment is not received within four (4) weeks after the class has ended, please contact the City staff person whom you coordinate your class offerings to check on the status of your payment.

Independent Contracted Instructors cannot be paid for any participant that does not appear as being paid in full on the master copy of the activity roster, regardless of whether or not they have observed or attended the class. All participants must be paid in full for the activity prior to attending. It is the responsibility of the Independent Contracted Instructor to ensure all participants are fully registered and have a Liability Waiver on file with the City of Hercules Parks & Recreation Department.

Please notify your City staff contact if you have any changes to your personal or organization's contact information submitted with the original Contracted Class/Instructor Proposal form as soon as possible to avoid any unnecessary delays in your instructor payments.

MANAGEMENT OF FACILITIES/STORAGE OF EQUIPMENT

All equipment, materials, and/or supplies purchased by the City of Hercules is property of the City of Hercules. Parks & Recreation staff will ensure all facilities are clean and ready for general use. The Independent Contracted Instructor should be the first person to arrive, in order to ensure appropriate class set-up, and the last person to leave. City staff will set up tables and chairs for your class. The Independent Contracted Instructor is responsible for equipment and all other facility amenities during

the class. Before exiting the facility, the Independent Contracted Instructor must ensure all doors are locked securely, and all lights and air conditioning are turned off. If other occupants are still in the facility, as a courtesy, we ask others be notified of your departure.

If you discover any abnormalities, problems, or repairs needed at a site, please report it to your City staff contact. If an area requires immediate attention due to a safety hazard, contact staff immediately. The City will take care of any "emergency" conditions and will do its best to handle other repairs or problems as soon as possible depending on City resources and the extent of the repair/problem.

The City of Hercules is not responsible for lost or stolen items or stored equipment.

MANDATED REPORTING

Independent Contracted Instructors and their assistants are considered Mandated Reporters under the "[California Child Abuse and Neglect Reporting Law](#)". This means if the Independent Contracted Instructor or their assistant "has knowledge of or observes a child whom he or she suspects has been the victim of child abuse or neglect...", a report must be filed with Child Protective Services or the Hercules Police Department immediately. Types of reportable situations may include, but are not limited to, any type of possibly physical injury, suspected sexual abuse or exploitation, willful cruelty or unjustified punishment, unlawful corporal punishment, neglect (severe or general), or abuse in an Out-of-Home Care (e.g. daycare).

Independent Contracted Instructors and their assistants are also considered Mandated Reporters under the "[Elder Abuse and Dependent Adult Civil Protection Act](#)". This means if the Independent Contracted Instructor or their assistant "has knowledge, or reasonably suspects, that types of elder or dependent adult abuse have been inflicted upon an elder or dependent adult, or his or her emotional well-being is endangered in any other way ...," a report must be filed with Adult Protective Services or the Hercules Police Department immediately. Types of reportable situations may include, but are not limited to, any type of possible physical abuse, neglect, financial abuse, abandonment, isolation, abduction, or other treatment, resulting in physical harm or mental suffering. The deprivation by a care custodian of goods or services that are necessary to avoid physical harm or mental suffering is also considered a reportable offense.

NON-RESIDENT FEES

City of Hercules residents make a significant contribution to the ongoing financing and operations of the City's programs and services through annual property and income tax payments and other assessments. Non-resident fees are intended to contribute to the overall financing on an equitable basis with residents.

A non-resident fee will be charged for registrants living outside Hercules city limits. Generally, the non-resident fee is 25%, but some activities may have a different fee based upon the nature of the activity. The non-resident fee is retained by the City of Hercules.

NO SHOWS

If a participant does not show up for the first class, please give the participant a call to remind them of the next class (if you have multiple classes). If participant continues not to show up for class, please notify City staff so the individual can be withdrawn from the class.

PARTICIPANT BEHAVIOR POLICIES

It is the goal of the City of Hercules Parks & Recreation staff to provide safe, positive and fun experiences for all participants in our programs. In order to achieve this goal, the following program policies must be adhered to:

- Participants must be respectful of the feelings and properties of others.
- Participants shall not interfere with the learning of other participants.
- Participants shall follow instructions and rules as stated by their instructor.
- Participants shall not verbally or physically harm another person or property.
- Participants shall use appropriate language.

Consequences for misbehavior by participants are usually progressive and reflect the severity of the unacceptable behavior. Listed below is a progression of discipline, however, one should note the discipline may not be sequential and one severe act could lead to dismissal from City programs and activities.

- Warning.
- Redirection.
- Telephone call to parent/guardian.
- Removal of the participant for the day or temporary suspension from the program.
- Dismissal from the program or activity.

No refunds will be given if a participant is dismissed from a program as a result of misbehavior.

PHOTO DISCLAIMER

The City of Hercules may from time to time photograph or videotape program participants and recreational users of city facilities, and uses these photographs or videotapes in its promotional materials. Unless informed otherwise at the time a participant registers for an activity, staff will presume consent to be photographed or videotaped has been given by facility and program users.

As part of the Independent Contracted Instructor Agreement, the Independent Contracted Instructor grants full permission to the City for use of his or her name and photographs, videos, motion picture or recordings for any publicity and promotion purposes without obligation or liability to the Independent Contracted Instructor.

PROFESSIONAL CONDUCT

Although Independent Contracted Instructors are not City employees, they do represent the City and as such must conduct themselves in a professional manner; this includes dressing and speaking

professionally, and supporting the City of Hercules' policies, procedures and decisions. Independent Contracted Instructors are to maintain a professional relationship with City employees, participants and parents or guardians of minor participants at all times.

PROGRAM EVALUATIONS

Periodically evaluations of classes and instructors are conducted to guide offerings and enable instructors to improve the content. Staff will usually consult with the Independent Contracted Instructor prior to an evaluation. Independent Contracted Instructor input is welcomed on timing and focus of evaluations, and the questions included. Independent Contracted Instructors are encouraged to read the completed evaluations, which are kept on file with the assigned staff person. We respect the privacy of our customers, and therefore names, telephone numbers and other personal information that would identify the respondent are not included.

If you would like to have an evaluation of your class, please contact your City staff contact to develop or adapt an evaluation form to respond to the objectives of the proposed evaluation.

REGISTRATION PROCESS AND LIABILITY WAIVERS

The City of Hercules shall be responsible for and have complete control over the registration of participants. To assist customers and Independent Contracted Instructors, registration is accepted in person at the Hercules Community Center, Monday through Thursday, from 10:00am to 6:00pm. Online registration is also accepted for many classes/activities.

In addition to paying the class registration fee, all participants must sign a liability waiver at the time of registration before engaging in an activity. Our liability waivers have been designed to have force in litigation cases and cannot be modified. Independent Contracted Instructors may not allow students to participate in an activity until you know they are registered and have a signed liability waiver on file with the City.

RELEASING MINORS AND PARTICIPANTS WITH SPECIAL NEEDS

At the end of the activity, the Independent Contracted Instructor must not release minor children and/or participants with special needs to anyone other than the authorized parent or guardian (for special needs, the person may be released to his/her attendant). Never release a child or individual with special needs to someone who is unknown or of whom the participant expresses fear or uncertainty. The Independent Contracted Instructor must stay until all participants have left the facility.

If a minor participant has not been picked up from an activity at its conclusion, it is the Independent Contracted Instructor's responsibility 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 Hercules Police Department for assistance (510-724-1111). After contacting the Hercules Police Department, notify City staff person with whom you coordinate your class offerings.

ROSTERS, ATTENDANCE SHEETS, & PRIVACY ACT

Staff will provide a class list, which provide instructors only with a list of names and phone numbers of those participants registered for the class. Mailing and email addresses will be kept confidential. Instructors can call the Hercules Community Center at (510) 799-8291 to obtain their class counts. Instructors are to take attendance on the Course Attendance Sheet which is provided to you in a green binder at the beginning of class. Individuals who are not enrolled through the City of Hercules may not participate in any class; they cannot “try” a class. Participants must be listed on roster or have an issued receipt before you admit them to your class.

SAFETY OF PARTICIPANTS

Prevention is our first goal. Most accidents/incidents can be prevented by practicing sound safety rules and procedures and by consistent monitoring on the part of the Independent Contracted Instructor. The Independent Contracted Instructor's primary responsibility is to ensure the safety of participants involved with the activity. The Independent Contracted Instructor should visually inspect the program areas and facilities in which they are working in. If any aspect of the area appears unsafe, it is the responsibility of the Independent Contracted Instructor to notify the City staff person with whom you coordinate your class offerings, and take actions that will ensure participant safety.

Despite everyone's attention to safety, sometimes participants do get hurt or incidents happen. When these situations occur, it is essential you complete an Accident or Incident Report Form. Accident and Incident Report Forms are located in your green binder. These forms provide the necessary information for additional follow-up if necessary, and documentation in the event of litigation. All Accident/Incident Report forms must be turned into the Hercules Community Center within 24 hours of occurrence. You may drop the form in the mail drop at the Community Center if it is after hours.

It is also the Independent Contracted Instructor's responsibility to know where the first aid kit is located for all facilities in which they provide services. We also encourage Independent Contracted Instructors to purchase their own first aid kits and bring them to all classes. For minor first aid (Band-Aids, etc.) the first aid kit will suffice, and you must fill out an Accident Report form. Independent Contracted Instructors are not authorized to administer any medications to class participants.

For serious accidents, DO NOT MOVE the injured participant, and call 911. If a minor is involved, notify the parent/guardian immediately. For all accidents, notify your City staff contact immediately via telephone – an emergency contact sheet will be located in your green binder and submit the Accident Report form to the Hercules Community Center within 24 hours of occurrence.

The Independent Contracted Instructor is also responsible for ensuring the class responds appropriately to fire alarms, smoke detectors, and other emergencies.

TERMINATION OF INDEPENDENT CONTRACTEDOR INSTRUCTOR AGREEMENT

The City of Hercules may terminate an Independent Contracted Instructor Agreement immediately upon any breach of performance specified in the Independent Contracted Instructor Agreement by the Independent Contracted Instructor or his/her assistants or any violation of State, Federal or local law.

Either party may terminate the Independent Contracted Instructor Agreement without cause, upon thirty (30) days written notice to the other party for any reason, including but not limited to, insufficient enrollment, unavailability of facilities, or the safety and security of participants or City property are compromised.

The City of Hercules reserves the right not to renew an Independent Contracted Instructor's Agreement for any reason. Grounds for immediate termination of the Independent Contracted Instructor Agreement may include, but are not limited to: verbal and/or physical abuse, actions which may cause injury to another, and/or being under the influence of drugs or alcohol while teaching.

The City of Hercules shall also not be liable for compensation of the Independent Contracted Instructor for the remainder of the Independent Contracted Instructor Agreement should it be cancelled. If an Independent Contracted Instructor fails to complete a session, as identified in the Independent Contracted Instructor Agreement, the Independent Contracted Instructor shall not be compensated for any part of the terminated session. If the City terminates the Independent Contracted Instructor Agreement during the session, the Independent Contracted Instructor's payment for services provided will be on a prorated basis.