

Independent Contract Instructor Handbook and Course Proposal



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INSTRUCTOR HANDBOOK

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I. INTRODUCTION

The information in this handbook is intended for Independent Contract Instructors (Instructor). The handbook is a resource of information related to teaching a “fee” class for the City of Brentwood Parks and Recreation Department (City).

The City of Brentwood Parks and Recreation Department’s vision is:

“...adding joy to people’s lives.”

Our mission is:

Building a joyful community through people, parks and programs.

We hold as our core values, as a measurement for everything we do:

INTEGRITY – uncompromising adherence to moral and ethical principals

RESPECT - to feel and show esteem and consideration for others

PASSION - boundless enthusiasm for what we do

ACCOUNTABILITY – answerable for our actions

QUALITY – the highest degree of excellence

II. WHY TEACH A CLASS FOR THE CITY OF BRENTWOOD PARKS AND RECREATION DEPARTMENT?

The City of Brentwood Parks and Recreation Department is a progressive municipal agency, committed to improving the quality of life by providing recreational and leisure experiences in our community.

What can the department offer you as an instructor? Here are just a few of the many features:

- The City has great facilities. The Brentwood Community Center, Brentwood Senior Activity Center, Brentwood Family Aquatic Complex, local school(s) multi-purpose rooms and gyms, and athletic fields are available for classes.
- The City processes registration through a variety of venues and provides class rosters and participant information. The City markets your program through direct mailing of the Activities Guide that reaches a population of approximately 65,000 including residents of Brentwood, Byron and Discovery Bay. The City also markets through City website, email blasts, close circuit community television (at 100 plus locations), and runs continuous marketing loops at City Hall and the Community Center.

III. INDEPENDENT CONTRACT INSTRUCTOR REQUIREMENTS

A. Fingerprinting of Contract Instructors

The City requires all instructors and individuals who assist in instruction comply with Section 5164 of the law (Supervision of Minors). Upon acceptance of your proposal, you will be given instruction on steps required for fingerprinting. All fingerprinting is completed through the Brentwood Police Department and is free of charge.

B. Mandated Reporter

Instructor must agree that only those who have been trained in mandatory reporting as required by Penal Code §§ 11164 et. seq. (Child Abuse Neglect and Reporting Act) (“Mandated Reporters”) will perform instruction services. Upon City’s request, Instructors will be required to produce Statement of Mandated Reporter forms that are completed and signed by all Mandated Reporters providing instruction services. Statement of Mandated Reporter forms are available from the City and/or the State.

C. Tuberculosis (T.B.) Testing Results

The City requires that all instructors provide proof of current (within the past two years) T.B. testing results. Test results are required prior to the first day of class.

D. W-9 Form

Under the United States Internal Revenue Code, the City is required to report the payment(s) made to you each year. A completed W-9 form must be submitted to the City before you are eligible to receive payment.

E. Agreement for Instructor Services

The City reserves the right to negotiate with instructors the terms of the agreement. Agreement for Instructor Services forms are standard and cannot be altered or changed, with the exception of Exhibit “A” of the agreement. Instructors are required to sign two original agreements, and one of those originals will be mailed back to the Instructor.

F. Insurance

The City does not provide insurance coverage for instructors. If a liability claim occurs against you and the City, you will be responsible for defending yourself, and potentially for paying a claim brought against you.

1. General Liability Insurance

As an Instructor for the City, you are required to provide General Liability Insurance. Proof of Insurance comprised of a Certificate of Liability and an Additional Insured Endorsement of comprehensive general liability insurance is required. The original endorsement of comprehensive general liability insurance must be written by one or more responsible insurance companies licensed to do business in California. This coverage must:

a. Name the City of Brentwood, its officials, officers, directors, employees, agents, and volunteers as additional insured against liability to persons, damages to property, and for the death of a person or persons arising or resulting from any act or omission on the part of your organization, its agents or employees.

b. Include liability coverage for claims made by participants in your event. You are advised that any and all exclusions pertaining to athletic or recreational events must be disclosed in the endorsement, and failure to do so will not necessarily insulate your organization from individual liability for claims made as a result of the use of the facilities and your event.

c. Be PRIMARY insurance with respect to the additional insured name above. Any other insurance available to the City of Brentwood, its officials, officers, directors, employees, agents, and volunteers shall be excess and noncontributing.

d. Address to include: City of Brentwood, 150 City Park Way, Brentwood, CA 94513

The comprehensive general liability insurance policy limits of such insurance shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage.

You must provide the City with the endorsement 14 days prior to the start of your event. Each endorsement shall be subject to approval by the City of Brentwood.

Any deductible or self-insurance retention must be identified and approved by the City. In the event the deductible is deemed to be too great, the City may require you to have your insurer eliminate the deductible or reduce it.

You must satisfy these requirements by furnishing the City with certificates of insurance and original endorsements affecting the required coverage. The certificates and endorsements are to be on an ISO approved form. The City will NOT accept a certificate of insurance alone as proof of insurance coverage.

The original endorsement must specifically list the following:

“City of Brentwood, its officials, officers, directors, employees, agents, and volunteers are additional insured.”

“This insurance is primary with respect to the additional insured. Any other insurance available to the City of Brentwood, its officials, officials, officers, directors, employees, agents and volunteers, shall be excess and noncontributing.”

If so desired, the City of Brentwood does offer liability coverage through various companies. Contact our administrative staff at (925) 516-5444 for more information.

2. Auto Insurance

Unless an instructor's class is taking place at their own place of business, all instructors are required to provide proof of auto insurance.

3. Workers Compensation Insurance

If you employ staff, you must submit a certificate of Workers Compensation Insurance. If you do not have employees, and you are a sole proprietor, you must submit a letter stating that you do not have employees and that you agree to provide Workers Compensation insurance should that status change. Upon request, the City can provide a "No Employee Declaration Form" that can be submitted in lieu of such letter.

G. Business License

Independent Contract Instructors are required to obtain, at their own cost, and maintain a City of Brentwood Business License for the term of the agreement. <http://www.brentwoodca.gov/departments/financial/buslic.cfm>

IV. CLASS FEES

All Instructors set their class fees. The Recreation Supervisor will provide assistance on current market conditions. Instructor and the Recreation Supervisor can negotiate a final fee.

A. Non-Resident Fees

The City imposes a non-resident fee to individuals who do not reside in the City. The non-resident fee is set at a 100% cost recovery rate. You, as an instructor, will not receive the non-resident fee portion collected. This is a charge imposed by the City.

B. Refund Policy

The Parks and Recreation Department Refund Policy reads as follows:

Our department strives to provide you with the high quality programs. Some situations that occur are beyond our control. Withdrawals/refunds could cause the class/activity/program to drop below the minimum required attendance, which could cause the class/activity/program to be cancelled. City reserves the right to cancel a program and refund under extenuating circumstances. Should you be dissatisfied, contact us and staff will work with you to the best of our ability.

- Refunds will be considered upon request to the Parks and Recreation Department.
- Refund requests made no later than half way through a class/activity/session may be subject to a partial refund. If applicable, a uniform fee will be deducted from the refund.

- Refund requests made after the last class/activity/session will be considered on a case-by-case basis.
- Refunds are processed within 30 days.
- Refund policies may vary for Adult Leagues, Aquatics, Senior Trips and Facility Permits.

C. Class Cancellations

Classes without minimum enrollment will be cancelled or combined. If the activity or class is cancelled by the City, the City will issue a refund or credit participant account, and will inform instructor and participants of cancellation.

Instructor canceling class must inform the Parks and Recreation Department of any cancellation as soon as possible. In the event of illness or an emergency that prevents instructor from teaching a class, the instructor will need to report a class cancellation to our department and provide a make-up date, if possible. Instructor will notify all participants of cancellation.

V. CLASS SCHEDULING

Instructors are responsible for submitting class schedules through the Course Proposal form. Recreation staff will attempt to accommodate requests pending facility availability.

Holidays (*All offices will be closed on these days*)

The City observes the following Holidays:

When programming your classes, keep in mind that these holidays may affect your class schedules.

- | | |
|-------------------------------|--|
| New Year's Eve | Veteran's Day |
| New Year's Day | Thanksgiving Day and the following day |
| Martin Luther King's Birthday | Christmas Eve |
| Presidents Day | Christmas Day |
| Memorial Day | |
| Independence Day | |
| Labor Day | |

VI. AFTER YOUR PROPOSAL HAS BEEN SELECTED

Instructor will receive correspondence disclosing that their class has been chosen for the upcoming Activities Guide. This correspondence will request the instructor schedule a meeting with a Recreation Supervisor to discuss a possible agreement.

A. Instructor Agreement

Once agreements have been negotiated, instructors will receive two originals of their agreement. Both originals must be signed [in blue ink](#) and returned to the Recreation Supervisor. Agreements will be forwarded to the Parks and Recreation Director and City Attorney for signatures. Once signed, one original will be mailed to the instructor.

B. Continuing Instructors - Receiving your Agreement Amendment for each Session

Each session you may receive a new amendment to your agreement called "Exhibit A - Fee Schedule" to reflect current classes being taught. Our Activities Guide is printed three times a year Fall/Winter (October 1 - January 31), Winter/Spring (February 1 - May 31) and Summer (June 1 – September 30). Please take the time to review the amendment to your agreement and sign both originals. A fully executed and signed original will be sent to you. (A sample copy of a Agreement Amendment is attached.)

C. Checking your Course Enrollment

Once we have started registration for a new session, you can inquire about your enrollment at any time by calling the Parks and Recreation Office at (925) 516-5444. A staff member will contact you two days prior to the first day of your class to confirm that the class will be held. Instructors can also check their class enrollment online at www.brentwoodca.gov/eMotion.

D. How and when to Pick up your Attendance Sheet and Evaluation Forms

The attendance sheet and evaluation forms will be in the Instructor box at the front desk of the Brentwood Community Center, Parks and Recreation office. We will fax or email your attendance sheet to you if you make the request to staff at (925) 516-5444. Be sure to pick up your attendance sheet, evaluation forms, and liability waivers/code of conduct before you go to your class.

E. Taking Attendance

It's the Instructor's responsibility to take attendance at each class. This is especially important for large classes where participants have shown up to class without paying. Please inform individuals who have not paid to go to the Parks and Recreation Department to register or they can register on line at www.brentwoodca.gov/eMotion. Participants should either be on your attendance sheet or have receipts before they are admitted to your class. Note: If you discover that someone owes money, contact the Parks and Recreation staff at (925) 516-5444 so we can collect the money. Any outstanding balances will hold up your payment, and **the City will not pay you for monies we did not collect.**

F. No Shows

If a participant does not show up for the first class, please give the participant a call to remind him or her of the next class (if you have multiple classes). It is the participant's responsibility to remember the classes they have registered for, but it is good customer service to call your participants (phone numbers are printed on the attendance sheet.)

G. Payment to Instructor for Services

Instructor will receive payment within 30 days of the Parks and Recreation Department receiving class attendance sheet, liability waivers and all class evaluation forms. (It is the Instructor's responsibility to submit the required documents at the end of each class session, to receive a timely payment.)

VII. FACILITY USAGE

Classes maybe housed in City Facilities such as: Brentwood Community Center, Brentwood Senior Activity Center, Brentwood Family Aquatic Complex, Brentwood Union School District gymnasiums, and City parks and athletic fields and/or your place of business. Instructors need to specify what his/her class needs are in their class proposal to have the proper facility booked.

A. Facility or Classroom Set-ups

All Instructors using City facilities will be allowed to set-up their classrooms 15 minutes prior to the class activities beginning. The Instructor must always leave the room in the condition in which it was found. This means he/she must clean up any materials (art supplies, papers, etc.) after the class ends. Facilities may have part-time staff assigned to open and close the facility.

If staff is not present to open or close, the Instructor may contact their assigned supervisor at any time.

Instructors may not use the copy machines, fax machines or computers at any of the facilities. Plan to have copies printed at your own expense.

B. Accident and Incident Reports

All accidents and incidents should be reported, no matter how minor they may appear. If an accident and/or incident occurs in your class, please follow the procedures listed below:

1. If you are in a facility that has a part-time City staff person present in the class, it will be that staff's responsibility to report and prepare an accident and/or incident report.
2. If you are in a facility that DOES NOT have a part-time City staff person present, you are to follow the procedures listed below :
 - Act calmly, promptly and effectively. Take care of the situation.
 - Prepare an accident and/or incident report immediately after the emergency while the patron is still under your care. All accidents on the grounds shall be reported, whether or not witnessed by the Instructor. Reports need to be as detailed as possible and all information pertaining to the accident noted. This often will be the only written record of accidents and will be most helpful for future reference.

- After you complete the form, forward it to Recreation Supervisor within 24 hours.
- Accident and Incident forms will be provided to Instructors with their class packet. Additional forms will be available at the Brentwood Community Center.

VIII. PROMOTING YOUR CLASSES

The City will advertise your class in the Activities Guide and the City website. On occasion the City may send email blasts and press releases. As an Instructor you may advertise your classes. ***All advertising materials utilized to promote your class must have prior approval by the City.***



Program/Activity Proposal Form

(Please complete entire form)

Instructor's Name: _____ Date: _____

Business/Organization: _____

Address: _____
Street City Zip

Day Time Phone: _____ Evening Phone: _____

E-mail Address: _____

Web Site Address: _____

Brochure Editions:
 Fall/Winter Winter/Spring Summer
 Oct 1 - Jan 31 Feb 1 - May 31 June 1 - Sept 30

Course Title: _____

Detail Course Description:

Please give us a three to five sentence description of your program that will appear in the City's Activities Guide (be creative):

Participant's Ages: _____

Session Length: 1 Day 2 Days 4 Weeks 5 Weeks 6 Weeks 8 Weeks

Frequency class will be held:

- Once a week Twice a week Other _____
(describe)

Day(s) of the week class to be held:

- Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Course Start Time: _____ AM PM **Course End Time:** _____ AM PM

Course Start Date: _____ **Course End Date:** _____

“No Class” Dates *(include make-up class if applicable)*

Make-Up Class Dates *(if applicable)*

Total Number of Classes in Session: _____

Number of Sessions: _____

Course Fee: \$_____

Lab Fee or Supplies Fee: _____ *(This fee should not be included in the class fee.)*

Is there any other additional cost to the participants? Yes No

If yes, describe in detail.

Maximum Number of Students per class: _____

Minimum Number of Students per class: _____

Type of Facility Needed: _____

Please attach a copy of your résumé if it pertains to your class or program.

Please provide the names, addresses and telephone numbers of at least two references in the space provided below:

1. Name: _____ Phone Number: _____

Address: _____

2. Name: _____ Phone Number: _____

Address: _____

3. Name: _____ Phone Number: _____

Address: _____

Yes, I have received the Independent Contract Instructor Handbook and I understand the requirements and provisions of becoming an Independent Contract Instructor.

Contract Instructor Signature

Date

**AGREEMENT FOR INSTRUCTOR SERVICES
(Insert Name of Instructor OR Business Name)**

SAMPLE

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2014, by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and _____, a _____ ("Instructor") (each a "Party" and collectively, the "Parties").

RECITALS

City requires the services of an instructor that is experienced in teaching _____. Instructor has the necessary experience in providing these instructional services, has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. **Scope of Work.** City retains Instructor to perform, and Instructor agrees to render, those services (the "Services") that are defined in Exhibit "A," attached and incorporated by this reference in accordance with the terms and conditions set forth in this Agreement.
2. **Term.** Unless earlier terminated, this Agreement will be effective from the date first above written through _____, ____.
3. **Compensation.** Payment will be made, upon submission of a payment request and required documents, pursuant to Exhibit "A". No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. Pursuant to Exhibit "B" (Acknowledgement of Customer Service Standards), Instructor understands that any time a customer requests a refund or credit, that amount will be reduced from the final payment for services.
4. **Status of Instructor.** Instructor will perform the Services as an independent contractor and in pursuit of Instructor's independent calling. Instructor will be under the control of City only as to the results to be accomplished. Instructor and/or the persons used by Instructor to provide the Services will not be considered employees of City for any purposes and City will not pay any tax, workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Instructor or its employees or subcontractors. Instructor agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment, including, but not limited to, those based on any provision of the Federal Affordable Care Act, which City may be required to make on behalf of Instructor or any agent, employee, or contractor of Instructor for the Services. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Instructor.
5. **Indemnification.** Instructor will hold harmless, defend and indemnify City and its officers, agents and employees from and against any and all claims, demands, costs or liability including attorney fees arising out of or in any way connected with the performance of this Agreement, caused in whole or in part by any act or omission of the Instructor, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

6. Insurance. 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 in an amount of not less than one hundred thousand dollars (\$100,000) each, except for worker's compensation and unless otherwise authorized and approved by the Risk Manager or the City Manager in consultation with the City Attorney. Worker's compensation limits, if applicable, will be set at those limits required by the California Labor Code. Proof of worker's compensation insurance is applicable if Instructor has employees other than self. If Instructor does not have employees other than self, Instructor shall submit a completed No Employees Declaration Form provided by the City. Instructor will obtain occurrence coverage, excluding professional liability, which will be written as claims-made coverage.

The insurance will be in force during the life of this Agreement and will not be canceled without thirty (30) days prior written notice to the City by certified mail. City, its officers, agents, volunteers and employees will be named as additional insureds on commercial general liability insurance. Instructor's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by the City will be in excess of Instructor's insurance and not contributory with it. Instructor will furnish certificates of insurance and endorsements to City prior to City's execution of this Agreement.

7. Compliance With Laws. Instructor will comply with all applicable local, state and federal laws and regulations, including but not limited to, those prohibiting discrimination and harassment and will obtain and maintain a City of Brentwood Business License for the term of this Agreement.

8. Mandatory Reporting. Instructor agrees that only those who have been trained in mandatory reporting as required by Penal Code §§ 11164 et. seq. (Child Abuse Neglect and Reporting Act) ("Mandated Reporters") will perform the Services. Upon City's request, Instructor will produce statement of mandated reporter forms that are completed and signed by all Mandated Reporters providing the Services. Statement of mandated reporter forms are available from the City and/or the State.

9. TB Requirements. If the Services include contact with minors, Instructor shall produce a certificate, issued by a licensed physician or other authorized agency, showing that within the last two years the Instructor has been examined and has been found to be free of communicable tuberculosis (TB).

Thereafter, Instructors who are skin test negative shall be required to undergo the foregoing examination at least once each four years for so long as the Instructor remains skin test negative. Once Instructor has a documented positive skin test which has been followed by an X-ray, the foregoing examination is no longer required and a referral shall be made within 30 days of the examination to the local health officer to determine the need for follow-up care.

10. Fingerprint Requirements. If the Services include direct contact with any minor, Instructor shall be fingerprinted prior to the start of any instructional services and City is authorized to screen Instructor for criminal background by requesting from the Department of Justice records of all convictions and any arrests pending adjudication involving certain offenses specified in Section 5164 of the Public Resources Code, as that section may be amended from time to time. Section 5164 prohibits City from engaging Instructor in a position having supervisory or disciplinary authority over any minor, if the Instructor has been convicted of certain criminal offenses.

11. Transporting Participants. Instructor or its employees, agents and/or volunteers shall not transport any participant in his/her own vehicle. Transportation is the responsibility of the program participant.

12. Equipment/Storage. Instructor may only store equipment related to their program on City property with written approval of the Recreation Supervisor. If approved, storage of equipment/supplies on City property is at Instructor's own risk and City assumes no responsibility for the equipment/supplies. At time of termination of contract, Instructor has fifteen (15) calendar days to remove equipment/supplies. If equipment/supplies are not removed from City property within fifteen (15) calendar days, the City will dispose of the items.

13. Termination. City or Instructor may terminate this Agreement at any time after a discussion, and written notice to the other party. City will pay Instructor's costs for Services completed up to the time of termination, if the Services have been completed in accordance with the Agreement.

14. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, sent to the addresses below. Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

15. Claims and Lawsuits. By signing this Agreement, Instructor agrees it may be subject to civil penalties for the filing of false claims as set forth in the California False Claims Act, Government Code sections 12650, *et seq.* Instructor further acknowledges that debarment by another jurisdiction is grounds for the City of Brentwood to terminate this Agreement.

16. Venue and Jurisdiction. Instructor agrees and stipulates that the proper venue and jurisdiction for resolution of any disputes between the Parties arising out of this Agreement is the Superior Court, Contra Costa County, California.

17. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

18. Assignment. Instructor may not assign this Agreement or any part of it, or any monies due or to become due under it, without the prior written consent of City.

19. Amendments. This Agreement may be amended by mutual consent of City and Instructor. Any amendment will be in writing, signed by both Parties.

20. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Instructor each represent and warrant that they have the legal power, right and actual authority to bind Instructor to the terms and conditions of this Agreement.

INSTRUCTOR:

CITY:

* By: _____

By: _____
Director of Parks and Recreation

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

** By: _____

By: _____
City Attorney

Printed Name: _____

Title: _____

Mailing Address: _____

Mailing Address: 150 City Park Way
Brentwood, CA 94513

Phone Number: _____

Phone Number: (925) 516-5444

Fax Number: _____

Fax Number: (925) 516-5447

Email Address: _____

Email Address: _____@brentwoodca.gov

If required by City, proper notarial acknowledgment of execution by Instructor must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, **or**
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

EXHIBIT "A"

SCOPE OF SERVICES/FEE SCHEDULE

Instructor agrees to provide services as follows:

LIST OF CLASSES AND FEE PER CLASS

Class	Fee	Class Minimums
_____	_____	_____ Students

Instructor agrees to collect hard copy, signed Medical Consent and Liability, Indemnity and Participation Agreements for ALL program participants on the first date of the program. Registered participants are not to participate in the program until the Medical Consent and Liability, Indemnity and Participation Agreement has been signed and submitted to Instructor. Instructor is required to submit all signed Medical Consent and Liability, Indemnity and Participation Agreements for ALL program participants by the 5th business day after the second meeting of the class/program. Instructor agrees to submit a minimum of two classes per Activities Guide session.

FEE SCHEDULE

The City of Brentwood will pay Instructor the rate of ___% of Resident Registration fees for the above listed classes.

At the end of each session the City of Brentwood will pay Instructor for services. City will issue payment to Instructor within 30 working days after services are complete. **Prior to City processing payment, Instructor must submit course attendance sheets, and completed evaluation forms, if applicable, to the Parks and Recreation Department within 5 working days upon completion of service.**

Fees shall remain as indicated for the term of this Agreement unless revised by the City Council due to changes in the Consumer Price Index (CPI) – Urban Wage Earners and Clerical Workers, San Francisco-Oakland-San Jose, California. City shall notify Instructor, in writing, of any fee revisions and Instructor shall have 10 days from delivery of the notification to notify the City of Instructor's intent to terminate the Agreement pursuant to Section 12. Failure to notify City of Instructor's intent to terminate the Agreement within the ten day period shall constitute Instructor's consent to the fee revisions.

EXHIBIT "B"

ACKNOWLEDGEMENT OF CUSTOMER SERVICE STANDARDS

In meeting the mission of our department, following is our customer service refund policy:

Our department strives to provide you with high quality programs. Some situations that occur are beyond our control. Withdrawals/refunds could cause the class/activity/program to drop below the minimum required attendance, which could cause the class/activity/program to be cancelled. City reserves the right to cancel a program and refund under extenuating circumstances. Should you be dissatisfied, contact us and staff will work with you to the best of our ability.

- *Refunds will be considered upon request to the Park & Recreation Department.*
- *Refund requests made no later than half way through a class/activity/session may be subject to a partial refund.*
- *If applicable, a uniform fee will be deducted from the refund.*
- *Refund requests made after the last class/activity/session will be considered on a case-by-case basis.*
- *Refunds are processed within 30 days.*
- *Refund policies may vary for Adult Leagues, Aquatics, Senior Trips and Facility Permits.*

As an Instructor for the City of Brentwood Parks and Recreation Department, I understand that any time a customer requests a refund or credit, that amount will be reduced from the final payment for services.

I the undersigned contractor understand and agree to the Parks and Recreation Department Customer Service Standards outlined above.

Instructor Signature

Date

Instructor Name (Printed)