



City of Yucaipa
34272 Yucaipa Blvd.
Yucaipa, CA 92399
909/797-2489
Fax 909/790-9203
www.yucaipa.org

WELCOME TO THE CITY OF YUCAIPA COMMUNITY SERVICES DEPARTMENT!

This handbook is designed to acquaint individuals interested in teaching a class with the City of Yucaipa. We hope that most of your questions are addressed in this manual.

Leisure and educational opportunities are one of the main goals of the Community Services Department. Offering special interest classes in a variety of areas is one way to meet this goal in our community.

Please review this manual; the information on the following pages offers suggestions and ideas, as well as departmental policies and procedures you will need to follow once you become contracted with the City.

Your comments and questions regarding this handbook or the program are welcomed. We look forward to meeting with you regarding your special instructional class.

CITY OF YUCAIPA
COMMUNITY SERVICES DEPARTMENT
34900 Oak Glen Road
Yucaipa, CA 92399

Phone: 909/790-7460
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WANT TO TEACH A CLASS FOR THE CITY OF YUCAIPA COMMUNITY SERVICES DEPARTMENT?

Often, a person has a special interest in an area that he or she wants to share with others. If you have the special skill and patience needed to teach others, let us know!

When you first consider teaching a class for us, please be prepared. A resume, highlighting your expertise in the area you wish to instruct, is one way to get our attention. Completion of the class proposal sheet is required so we can find out about your expectations. Lesson plans are needed so we can see how your students can achieve their goals. Personal references show us who knows about your ability to teach the skill. Completing the class proposal sheet should give you an idea of how your class will go and help you decide if this is more work than you anticipated.

When you have completed the class proposal sheet, contact the Community Services Supervisor for an appointment. The meeting will last around 15-20 minutes and you will be asked questions regarding your class. This is a good time to ask questions regarding publicity, facilities, etc. Your class may be approved if it falls within our departmental philosophy for recreational/leisure classes (pending available space) and if City staff determines that there is a need and demand for the class from the community.

Attached please find the Class Proposal sheet for your use. It must be completed before your class can be considered.

ACCEPTED AS AN INSTRUCTOR -- WHAT IS NEXT?

Your class proposal has been approved, now comes the paperwork! The City requires the following from all instructors:

- City Business License (purchased at City Hall)
- Contract (will be sent to you prior to the start of your class)
- Liability Insurance policy naming the City of Yucaipa as additional insured (for classes of medium risk or higher)
- Compliance with [Public Resources Code Section 5164](#) (fingerprinting for class instructors).

Your status as an instructor with the City is that of an independent Instructor. Criteria established by the Federal Government determines the difference between an independent Instructor and a paid hourly employee. This information is available to you upon request. You will not be eligible for social security, worker's compensation or retirement benefits. Federal and State taxes will not be taken from your check; the City will report your income to the IRS on a 1099 form at the end of the year. Other information is included on the contract; please read it carefully and know what you are signing.

A City of Yucaipa Business License is required of you as an independent Instructor. You may purchase the license at City Hall, 34272 Yucaipa Blvd., Yucaipa. Fees for the license vary so you may wish to call 909/797-2489 for the actual cost. Forms and information may also be accessed online at www.yucaipa.org.

The City is self-insured and only covers activities engaged in by its employees. An independent Instructor is not an employee of the City, so other coverage must be obtained by you.

For activities categorized medium risk or higher, \$1,000,000 liability insurance is required. A certificate of insurance and an endorsement to your policy, naming the City of Yucaipa as additional insured, is needed prior to your first class meeting or your class will be canceled. If you are experiencing problems with obtaining insurance, contact the Community Services Supervisor.

A sample Contract Instructor Agreement is attached. Your contract will be very similar and will be drafted for your particular situation. Please look it over and don't be afraid to ask questions!

If you or your employees will have supervisory or disciplinary authority over minors as part of your class activities, you will need to comply with the fingerprinting and criminal background check requirements set forth in Public Resources Code Section 5164. You should review Section III of the enclosed sample contract and be prepared to provide and pay for the fingerprinting process.

MONEY

The most frequently asked question deals with money...How much will I make?...How much should I charge for my class?...How much should I charge for materials?... (etc.)

How much will I make as an instructor? Currently the City pays Instructors 75% of the gross activity fee. This percentage is currently under review and is subject to change in the future.

The remainder of the revenues go to the City for administrative costs, facility rental, promotion and supplies. Instructors will not be given a percentage of any additional fees added on to the regular class fee (i.e., materials, insurance, non-resident fees, etc.). If costs to the City become prohibitive, you may be required to either increase your registration fees or take a smaller percentage. Should this occur, you will be notified as indicated in the contract. The City will pay you at the conclusion of your class session according to the City's Check Write Schedule.

Who will collect the money? All class fees are collected at Yucaipa Community Center. It is the responsibility of the Instructor to assure that all participants have paid the class fee. Center staff will provide Instructors with class rosters. Class rosters should be used to verify that fees have been paid.

SAMPLE CLASS ROSTER

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Activity Roster (Brief with Payment)

2/10/2004

Belly Dancing - 3160.302

Dates: 12/23/04 01/27/05	Season: Winter 2004	Ages: 0	Enrolled: 8
Time: 07:00 pm 08:15 pm	Primary Instructor: Korbut, Olga	Enroll Min/Max:	Holds: 0
Weekdays: Th	Site: Central Community Center	Waiting List: 0	Total: 8
Category: Dance/Music	Location: Classroom #03	Rsrvd for ProActive: 0	Open: 0

ROSTER Transactions Shown Only

#	Enrollee Name	Qty	Age	Gnc Home Phone	Work Phone	Area	Receipt #	Tot Fee	Tot Paid	Due
1	Abbott, John	1	34.7	M (916) 925-9052	(916) 925-9096	Central FutureVille	1000101.005	\$30.00	\$30.00	\$0.00
2	Fillmore, Millard	1	34.7	M (916) 925-9009	(916) 925-9096	Central FutureVille	1000119.005	\$30.00	\$30.00	\$0.00
3	Harding, Warren	1	34.7	M (916) 925-9021	(916) 925-9096	Central FutureVille	1000117.005	\$30.00	\$30.00	\$0.00
4	Harrison, William	1	34.7	M (916) 925-9005	(916) 925-9096	Central FutureVille	1000098.005	\$30.00	\$30.00	\$0.00
5	Hayes, Rutherford	1	34.7	M (916) 925-9015	(916) 925-9096	Central FutureVille	1000100.005	\$30.00	\$30.00	\$0.00
6	Johnson, Lyndon	1	34.7	M (916) 925-9028	(916) 925-9096	Central FutureVille	1000118.005	\$30.00	\$30.00	\$0.00
7	Nixon, Richard	1	34.7	M (916) 925-9029	(916) 925-9096	Central FutureVille	1000099.005	\$30.00	\$30.00	\$0.00
8	Taylor, Zachary	1	34.7	M (916) 925-9008	(916) 925-9096	Central FutureVille	1000116.005	\$30.00	\$30.00	\$0.00

HOW DO I GET THE WORD OUT ON MY CLASS?

The key to a successful class is how well you market what you have to offer. The Community Services Department can assist you in several ways on publicizing your class; if you have other ideas, please let us know!

The Community Services Supervisor will submit your class information for inclusion in the Department's quarterly brochure (available at the Yucaipa Community Center and online at www.yucaipa.org), send out news releases and public service announcements, and submit information to other media as applicable. This will be accomplished routinely. Information about classes on a session schedule will be turned in two to three weeks prior to the beginning of the class. Please feel free to make contact on your own to the media. A personal contact by you may make more of an impression than one of our regular news releases.

WHERE DOES MY CLASS MEET?

Facility rental of most City facilities must be requested one month in advance of your class. Any changes will need to be made via the permit process or an amendment can be made to your contract. The facility will be opened by a staff member prior to the start of your class.

OTHER IMPORTANT ITEMS

1. You must show up to the first class meeting (except one day workshops), whether or not there are pre-registered students. We have found that some students do not pre-register with us, so it is important that you make the first meeting. If less than the minimum number of students are present, you have the option to cancel the class at that time. Classes will not be canceled prior to the first meeting unless extenuating circumstances warrant this action. For classes held as single day workshops, the instructor must notify the Community Services Supervisor two working days prior to the class day if they want to cancel the class; otherwise, the instructor is expected to show up to the workshop.

2. If you are late or unable to make your class, please contact the Community Services Supervisor or Yucaipa Community Center immediately! You should make an effort to contact your students in the event of an absence. Make-up dates are to be arranged with the Community Services Supervisor as soon as possible.
3. If your students are attending but not paying for the class, you are teaching them for free. Students not paying by the second class meeting are to be dropped from the class. You are paid only from the revenues we receive.
4. Refunds may be issued at the request of the student. All refunds will be pro-rated after the first class meeting and will be assessed a \$10 processing fee. The \$10 processing fee will be waived in the event a class is canceled.
5. In the event of a seriously injured participant, follow all proper first aid procedures according to the level of your certified training. If you are not trained in first aid, then your immediate action is to report the situation to Center staff. You will need to notify the Community Services Supervisor immediately if a student is injured during your class, regardless of the severity. Additional paperwork will be required to follow up on any injury.
6. All instructors should check class enrollment two working days before the first class meeting. Instructors must make a decision at that time whether or not they are going to hold the class. If enrollment is low and instructor does not cancel, they are responsible for holding the class, and will not be able to cancel at a later time. If enrollment drops below class minimum, less than 48 hours before class, the Community Services Supervisor will notify the instructor and ask if class is still being held. Instructors should come to City Hall to pick up a class roster. If instructor chooses to cancel a class, the class will be canceled in the registration system; those who signed up for the class will be notified and refunded by the Community Services Supervisor.
7. The City of Yucaipa reserves the right to cancel classes for any reason.

INFORMATION SHEET FOR PROPOSED RECREATION CLASS

Please complete the information on this sheet and return to our office as soon as possible. Thank you!

Name of proposed class: _____

Instructor: _____ Phone: _____

Mailing Address: _____ City: _____

Instructor's Social Security Number (needed to pay you): _____

Proposed days for your class to meet: _____

Time From: _____ AM PM To: _____ AM PM

Room/area you would like to see your class held: _____

Fee you recommend charging: \$ _____ Per Class Month Session

Is there a materials charge? Yes No If "Yes", how much is the fee? \$ _____

What does the materials fee cover? _____

Total number of weeks your class will meet: _____

Minimum number of participants needed for your class to be held: _____

Maximum number of participants you can handle: _____

Age level of students (if you are teaching children also, indicate youngest to highest age appropriate for the class): _____

Is there a specific skill level you would prefer to teach? Yes No

If "Yes", indicate which level you will be teaching: _____

Are there any special clothing or materials that are required by the student in order to participate in the class? _____

What are the estimated costs per student to obtain special clothing or materials? \$ _____

Class Description: _____

Goals & Objectives you intend to achieve in teaching your class: _____

Course Outline: _____

Please indicate your background and experience as it relates to this class (attach if necessary):

Please list three references from people who know of your abilities to teach this class (references will be checked so please list accurate phone numbers and addresses):

1. _____
Name Address City Day-Time Phone

2. _____
Name Address City Day-Time Phone

3. _____
Name Address City Day-Time Phone

Please attach two sample lesson plans from your course to this form.

After review of the information you have provided and your references checked, you will be contacted by the Community Services Supervisor. Completion of this information form does not imply a contract. Therefore, no guarantees can or will be made for the proposed class to be offered by the City of Yucaipa Community Services Department.



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CONTRACT INSTRUCTOR AGREEMENT

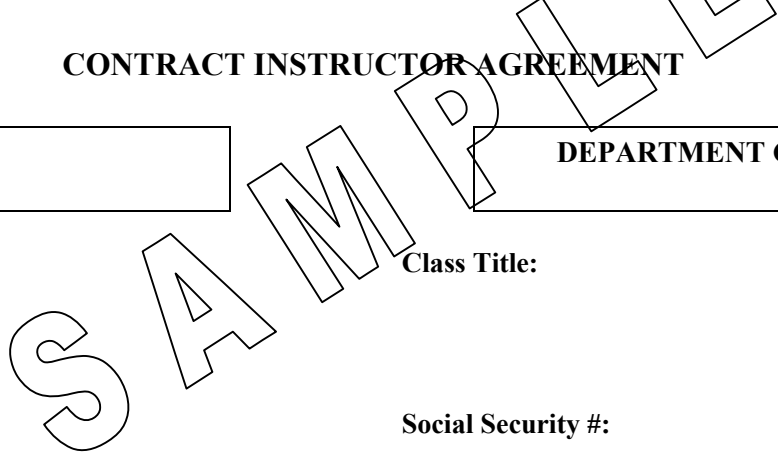
PO. NO.
DATE:

DEPARTMENT CONTACT:

Instructor:
Mailing Address:
City, Zip Code:
Home Phone:
Work Phone:
Other Phone:

Class Title:

Social Security #:



This Agreement is entered into on ____ by the City of Yucaipa, hereinafter referred to as “City” and _____, an individual, hereinafter referred to as “Instructor”. Both parties hereto agree as follows:

1. City grants permission for Instructor to use City facilities for conducting said class on an available basis. Instructor is to complete a facility use permit prior to the start of this contract. Instructor shall maintain the premises in a neat, clean and sanitary condition. If premises are not kept in a satisfactory condition, the City has the authority to terminate the portion of the agreement pertaining to the problem facility. Instructor shall not make any alterations to the facility, either temporary or permanent, without the prior written approval of the City.
2. Instructor shall conduct said class as indicated on the Class Proposal Request, incorporated herein by reference (Attachment “A”). Any deviation from said proposal must be approved by the Community Services Supervisor prior to initiation.
3. Instructor agrees to conduct the class with a minimum of ____ students up to a maximum of ____ students. Instructor may have the option of conducting said class with less than the minimum number of student. Instructor is required to hold the first class meeting regardless of the number of pre-registrations; determination on class cancellation will be made after the first class meeting.
4. City shall be responsible for setting fees, obtaining a facility for class, promoting class in quarterly brochure (with a minimum of one month's notice by the Instructor), submitting news releases and conducting class registration.
5. Compliance with Public Resource Code, Section 5164:
 - a. In the event and to the extent the Instructor and/or his/her employees shall have supervisory or disciplinary authority over any minor or as part of the services to be performed hereunder, the Instructor is required to ensure that he/she and all of his/her employees comply with Public Resources Code, Section 5164, namely, they must undergo a criminal background check before being retained or hired by the City.

- b. Evidence of compliance shall be presented to the City, before this contract is signed by the City, for the Instructor and all current employees. Additionally, evidence of compliance under this subparagraph shall be presented to the City during the contract term for each new employee of the Instructor, before said new employee commences performing under this agreement.
 - c. "Evidence of Compliance" under terms of this paragraph means that the result of the criminal background search method listed below reveals no convictions for the offenses listed in the Public Resources Code, Section 5164. The Instructor shall present to the City each person to be checked, who shall submit to fingerprinting pursuant to Section 11105.3 of the Penal Code. Based upon said information, the City shall conduct a criminal background investigation of the Instructor or any of his/her employees performing hereunder. The Instructor shall pay to the City all costs the City incurs in performing said background investigation. Said payment shall be tendered to the City prior to the Instructor or any of his/her employees commencing performance hereunder.
 - d. Failure of the Instructor to comply with the provisions of this paragraph shall be grounds for immediate cancellation or termination of this contract by the City of Yucaipa.
6. Term of Agreement: This Agreement shall take effect _____, _____ and shall continue until _____ unless earlier terminated pursuant to the provisions herein. By mutual agreement and consent of City and Instructor, this Agreement may be extended. Conditions and fees to be negotiated at time of extension, as amended.
7. Standard of Performance: Instructor shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions. It is understood and agreed that Instructor has the professional skills, experience and knowledge necessary to perform the work agreed to be performed under this Agreement, that City relies upon the professional skills of Instructor to do and perform Instructor's work in a skillful and professional manner, and Instructor thus agrees to so perform the work. It is further understood and agreed that Instructor is apprised of the scope of the work to be performed under this Agreement and Instructor agrees that said work can and shall be performed in a fully competent manner.
8. License: The Instructor shall obtain a City of Yucaipa Business License prior to the commencement of work and any other license(s) or certifications that may be required, as applicable.
9. Instructor's Compensation: City agrees to compensate Instructor for each service that Instructor performs as follows:
10.

		% of monies collected for class registration
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Payment to Instructor will be made at the conclusion of each session in accordance with the City's Check Write Schedule.

11. Insurance: For activities categorized medium risk or higher, \$1,000,000 liability insurance is required. A certificate of insurance and an endorsement to your policy, naming the City of Yucaipa as additional insured, is needed prior to your first class meeting or your class will be canceled.

12. Instructor, in the conduct of the services contemplated hereunder, shall abide by all laws, City ordinances and general rules and regulations relating to all activities contemplated hereby.
13. Both parties hereto in the performance of the agreement will be acting in an independent capacity, and not as officers, agents, employees, partners or joint venturers of one another.
14. Instructor shall indemnify, defend and hold City and its officers, officials, employees, agents and volunteers harmless from and against any and all liability (direct or indirect) including any and all costs and expenses in connection herein, claims, suits, actions, damages and causes of action arising out of the work of the Instructor, including, but not limited to, any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omissions of Instructor, its employees, sub-contractors, or agents, or on account of the performance or character of this work, except for any such claim arising solely out of the active negligence, sole negligence, or willful misconduct of the City, its officers, employees, agents or volunteers, in performing the work set forth in this Agreement.
15. Instructor understands that City reserves the right to cancel this Agreement at any time should the need arise to cancel classes for any reason, including, but not limited to, insufficient numbers of participants or unavailability of facilities. In such circumstances, City shall not be liable for compensation or damage to the Instructor for the remainder of this agreement.
16. A representative of the City may evaluate Instructor at any time during the performance of his/her duties. This agreement may be terminated at any time, based on the results of any such evaluation, either written or informal.
17. This Agreement shall be terminated at the discretion of the City should the Instructor fail to fulfill requirements as specified herein.
18. Drug Free Workplace: Instructor agrees to comply with the City's Drug Free Workplace Policy.
19. Attorney Fees: In the event of any action between City and Instructor seeking enforcement of any of the terms and conditions of this Agreement, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, reasonable costs and expenses and reasonable attorney's fees.

This agreement is effective as of the date specified above, provided signatures appear below for both the City and the Instructor.

CITY OF YUCAIPA

INSTRUCTOR

Community Services Supervisor

Date

Date

Director of Community Services

Date