



## Request for Applications for Enrichment Program Contractors

**P17191531008**

**Issue Date:** **September 21, 2017**

**Submittal Deadline:** **Continuous Filing**

**Submit all application or submittal process related questions  
to Julia R. Parker at: [JRParker@cityofsacramento.org](mailto:JRParker@cityofsacramento.org)**

**All applications from each contractor must be submitted as (1) hard copy printed  
version of the application packet to within a sealed envelope to:**

Julia R. Parker, Customer Service Representative  
Youth, Parks, & Community Enrichment  
4623 T Street, Coloma Community Center  
Sacramento, CA 95819  
916-808-5641

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# Project BACKGROUND

Founded in 1849, the City of Sacramento is the oldest incorporated city in California and is the capital city of California. It has a population of 469,864. Sacramento is a progressive City with great pride in its ethnic and cultural diversity, concern for environmental and social issues and emphasis on quality in the provision of governmental services. Sacramento is a Charter city, which operates under the City Council Manager Form of government. It has an annual budget of \$951 million and 4,300 full-time equivalent positions.

The intent of this Request for Applications (RFA) is to obtain Applications from offerers who can provide programs for Summer Camps, Year-Round Recreation and Educational Classes, Tiny Tots Programs, Sports Leagues, Clinics/Seminar Programs, Adaptive Sports, and/or Day Trip programs sponsored by the City of Sacramento, Department of Parks and Recreation (DPR).

DPR is interested in attracting offerers willing to provide high quality instruction, personnel, and equipment (either utilizing Community Centers, or other park facilities) at/or below market price to provide a wide variety of affordable programs to City of Sacramento residents.

To ensure offering high quality, innovative programs, the City will accept applications from offerers for one or more of the activities listed herein. Those offerers whose Applications are accepted will be placed with the pool of providers. The contracted service period for Applications will be as follows: **Approval of contract through June 30, 2020**. Additional applications may be sought on an as needed basis.

The City of Sacramento (City) is seeking applications from independent contractors for the following activities that can be held at any DPR facility (specific facility will be determined by DPR Staff), or another off-site location.

- Adaptive sports (instruction and leagues)
- Aerobics
- Archery
- Arts and crafts (Pen & Ink, Metal, Sculpture, Fabric Art)
- Baseball
- Basketball
- Cheerleading
- Computer Classes
- Dance (line, swing, hip hop, ballroom, etc.)
- Drama/Acting/Improv
- Drawing (youth, adults and older adults)
- Exercise, Energize, Enjoy
- Facilitated Discussion Groups
- Fencing
- Fine & Performing Arts
- Football
- Mandala instruction
- Music instruction (taiko drumming, guitar, mixing, etc)
- Nature Tours

- Painting (youth, adults and older adults)
- Pilates
- Rock Climbing
- Ropes/Course Challenge
- Sculpting/Pottery
- Singing (choir, piano accompanied)
- Sign language
- Skateboarding
- Softball
- Sports Training (adults and youth)
- Sports/Fitness (senior, youth, adults)
- Stretching and Strengthening
- Tennis/Racquet Sports
- Tiny Tots Programming
- Trail Rides
- Travel Tours/Excursions
- Volleyball (camps and ongoing)
- Water sports (water aerobics, polo, etc.)
- Writing
- Yoga (raja, chair yoga, active yoga)
- Zumba (Senior, adults, youth)

Qualified offerors may submit Applications for one, several, or all activities listed above. Additionally, if a program is offered in one age group and not in another, it does not disqualify the offeror's Application from consideration.

**DPR will also consider Applications in categories other than those listed above.**

# SCOPE OF SERVICES

## **The overall application response packet should include:**

At a minimum, the application packet will include the following components listed below. All Applications must be made based on, and either meet or exceed, the requirements contained herein. All contractor/offerors must be able to provide:

**Staffing:** The Contractor shall provide experienced, adult instructional staff for each program being offered. All members of the instructional staff who will be instructing, facilitating or operating one or more of these programs must be 18 years of age or older. If a staff member under the age of 18 is instructing, facilitating or operating one or more program sessions, then he/she must be accompanied by an adult member for the duration of the session.

If the program being offered requires any sort of certification and/or licensure, then the Contractor shall provide only those staff members with the appropriate certifications and/or licenses. (Copies of all such documentation shall be provided with the Application.)

An appropriate ratio of adult instructors to participants shall be maintained at all times as determined by agreement between the Contractor and the Program Coordinator.

All Contractor staff to be assigned to programs serving children shall have successfully completed a National Criminal as well as the Child Protective Services (CPS) record check prior to the start of the program. These checks shall be performed prior to the submission of the Application and at the cost of the Contractor. The National Criminal Background check and the CPS check results will be submitted with the Application. The Contract must provide copies of the completed checks to the City.

## **All Contractors and staff shall:**

1. Positively encourage every participant.
2. Promote cooperation and encourage participants to work together.
3. Demonstrate kindness and patience toward every participant.
4. Notify parents or legal guardians of minors when any behavioral problem has been evident and work calmly, patiently and attentively with the parents to resolve the problem.
5. Provide a safe environment at all times for all participants and staff.

## **Programming:**

Provide participants with safe, well-organized, classes or workshops.

Provide staffing with any necessary notifications for the participants; a safe appropriate environment; and any equipment for the proposed services. If any items/services are needed from the City, the Contractor shall clearly identify those items/services in their initial application.

Provide participants with the opportunity to develop skills and/or maintain a proficiency in their selected program(s). Identify minimum and maximum enrollment levels for programs. The Contractor may not reduce the minimum number of participant spaces available to the DPR in a program without written permission from DPR. DPR, upon written request from the Contractor, may agree to reduce the number of participant spaces, if given adequately in advance of marketing the program. The Contractor may increase the maximum number of spaces available to DPR at any time with DPR approval.

Reimburse the City for damages caused to any City property or facilities as a result of the programming.

## **Administrative Duties:**

The contractor shall recruit, hire, supervise, evaluate, and financially compensate, qualified staff, as needed.

Oversee the daily operations of the program in accordance with the awarded Contract.

Maintain insurance policies in accordance with City standards as described in the recreation services agreement.

Submit an invoice to DPR for payment within thirty (30) days after services have been rendered. Invoices shall include, at a minimum: purchase order number, Course Code, total enrolled, and price for the program, and total due to Contractor.

Submit written descriptions of proposed programs for the appropriate quarter by the dates listed in application packet (**Attachment 1**). The descriptions shall contain the proposed dates and times of programs, a general description of the curriculum, cost of the programs, any special information that the student must know (i.e.: equipment needs) and the proposed location of the program. (DPR may modify a program's description to accommodate other Contractors or DPR programs with the same program title.)

The pricing of specialized programs, camps and classes should be consistent across all DPR divisions and facility locations. For example, the same program cannot be higher in one area of the City as opposed to another area of the City. Please be advised that there are seven types of programming being sought: Tiny Tots, Adaptive Sports, Community Center Programming, Specialty Camps/Programs, Older Adults Programs, Recreational Sports, and Special Events. Each area will manage its own Contracts. After award of contract, all information should be coordinated through the Program Coordinator.

## GENERAL INFORMATION

- The City reserves the right to decide that one contractor is more responsive than the others and to select that contractor based on review of the submitted application only.
- The City reserves the right to reject individual firm members, firms, and subcontractors and request substitution without indicating any reason.
- All contractors must be prepared, if awarded a contract, to sign the City's Recreation Services Agreement including the Equal Benefits Ordinance declaration.
- All contractors must be prepared, if awarded a contract, to obtain a current Business Operations Tax Certificate from the City of Sacramento. (To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento Revenue Division, 915 I Street, First Floor, Sacramento, CA 95814, or telephone (916) 808-8500.)
- Payments will be based on deliverables included in the Recreation Services Agreement. All deliverable payments will require City user acceptance and sign-off.
- An application is late if received at any time after the required submittal date and time. A application received after the specified time will not be considered and will be returned to the contractor.
- Any/all respondents responding to this RFA do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any individual or firm for any costs incurred in preparing or submitting responses, for providing additional information when requested by the City or for participating in any selection demonstrations or interviews, including pre-contract negotiations and contract negotiations.
- This RFA does not commit the City to award a contract, to pay any costs incurred in the preparation of an application for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all applications received because of this request, to negotiate with any qualified applicant or to modify or cancel in part or in its entirety the RFA if it is in the best interests of the City to do so.

# APPLICATION REQUIREMENTS

Submit (1) one copy of the application packet in a sealed envelope.

To the attention of Julia R. Parker at the following address:

Youth, Parks, & Community Enrichment  
Coloma Community Center, 4623 T Street  
Sacramento, Ca 95819

## Applications must include the following:

### 1. Instructor Application:

The attached Application Packet (**Attachment 1**) forms must be filled out. Any missing information will result in the application being deemed non-responsive. **Non-responsive applications will not be considered.**

### 2. Class Request Form:

Please include a 50-word maximum class description for the printed catalog and a 150-word maximum description for the website. Include a 100-word maximum description of your background and experience to be used on the website as an instructor biography.

The Class Request Form should include a detailed class description, including the topics to be covered, and a class outline showing the presentation of topics throughout the class. Also describe your previous experiences in teaching this activity as well as any pertinent certifications you may have.

- Include contact information, and whether the contractor will be using any subcontractors.
- Instructor Resume: A resume including three local references is required. Please include as much information as possible regarding your experience and skills, especially pertaining to the subject of the proposed class. Include Resume(s) of team members if warranted.
- Proposed Fees: Provide not-to-exceed fee estimates for the class broken down by the specific deliverables included in the application. Include the hourly rates for any staff or subcontractors assigned to the scope of work in the class.
- Complete and sign the 3. **Receipt of Guidelines (Attachment 2)**

**The submission of an application shall be deemed a representation and certification that you:**

- Have the capacity, ability and experience to complete the project as specified in the RFA and your proposal.

- Attest that all the information provided in the proposal is true and accurate.
- Did not in any way collude or conspire to agree with any person, firm, corporation or other proposer directly or indirectly with regards to the amount, terms or conditions of the proposal.
- Agree that the City reserves the right to make any inquiry it deems appropriate to substantiate the information provided in the proposal.
- Acknowledge that submittals received are public records that will be disclosed upon request. All material submitted that has not been clearly designated in the submittal itself as proprietary information becomes the property of the City and may be reviewed and evaluated by any persons at the discretion of the City.

Applications may be withdrawn or modified before the due date for submission of applications by delivering a written and signed request by the due date. A request for modification of the proposal after the due date will not be considered, including a representation that the proposer was not fully informed regarding any information pertinent to the proposal or the offer. The City shall not be responsible for or bound by any oral instructions, interpretations or information provided by the City or its employees other than the RFA contact.

The City reserves the right to reject any or all applications submitted, correct any technical errors in the RFA process, waive any irregularities in any proposal, negotiate with any of the proposers, accept other than the lowest fee offer, or enter into a subsequent agreement with another proposer if the originally selected proposer fails to execute its agreement with the City.

Any agreement shall not be binding unless it is executed by authorized representatives of the City and the selected proposer. Proposing firms are solely responsible for any expenses incurred in preparing their applications in response to this RFA.

# APPLICATION EVALUATION

Applications will be evaluated based on the following criteria by City staff and/or community representatives. As part of the evaluation process, the contractor may be required to attend one or more interviews with City staff and/or community representatives. The City reserves the right to act as the sole judge of the content of all applications. In soliciting applications, it is the intent of the City to select the best possible service provider based on relevant experience and the content of the application packet.

All requirements identified in this RFA must be satisfied for an applicant to qualify for consideration. A staff panel will review the applications which will be evaluated based upon their relative ranking based on the following criteria:

EVALUATION CRITERIA			
Item No.	Selection Criteria	Maximum Points	Reviewer's Score
1	Proposed class description	25	
2	Experience in planning and implementing proposed classes as a contractor	25	
3	Class Marketing Plan	25	
4	Thoroughness of application submitted to the City (including references and all forms)	25	
	Total Possible Points	100	

Applications will be evaluated based on the overall best value to the City based on the criteria set out in this RFA or otherwise reasonably considered relevant.

The City reserves the right to accept or reject any or all applications.

## APPLICATION PROCESS SCHEDULE

Release Request for Proposal	September 2017
Deadline for questions	Ongoing
Proposal due date	Ongoing
Selected firms notified	Ongoing
Anticipated contracts	Winter 2017

**Submit questions, if any, to the project manager, Julia R. Parker  
at [JRParker@cityofsacramento.org](mailto:JRParker@cityofsacramento.org)**

## **ATTACHMENT 1 – MANDATORY APPLICATION PACKET FORMS**

- **CLASS REQUEST FORM**
- **INSTRUCTOR APPLICATION**
- **RECEIPT OF GUIDELINES**

INSTRUCTOR INFORMATION			
Last Name:		First :	
Phone:		Email:	
CLASS INFORMATION			
Class Title:		Minimum Enrollment ____	Maximum Enrollment ____
		Participant's Age Range: _____	
CATALOG SESSION	<input type="checkbox"/> <b>Spring/Summer</b> April 1-September 30	<input type="checkbox"/> <b>Fall/Winter</b> October 1-March 31	<input type="checkbox"/> <b>Year Round</b> offered continuously
COURSE LENGTH	<input type="checkbox"/> One Day <input type="checkbox"/> Two Days <input type="checkbox"/> Four Weeks <input type="checkbox"/> Six Weeks <input type="checkbox"/> Eight Weeks <input type="checkbox"/> Other _____		
DAY(S)	<input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday		
TIME/ LOCATION	Start Time:	End Time:	Location:
FEES	Registration Fee:	Enrollment Fee:	Material Fee:
ROOM SET-UP (please describe)			
Are there any dates your class will not be held? If yes, when?			
Would you like your class information placed in the Recreation Catalog?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If you are a returning instructor, would you like to use your Class Description from the previous catalog?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Class Description:</b> This information will be used in the catalog. Please include any information your participants must have knowledge of such as dress requirements, or material fees. Class descriptions may be up to 65 words. <b>Attachments accepted.</b>			
<p>Submitting a Course Request Form does not guarantee that the course or activity will automatically be added to the City of Sacramento, Leisure Enrichment program. There is no exclusivity to instructors or the classes they teach.</p> <p>Participants must pre-register for all classes. Registrations are processed on a first-come; first-served basis by the City of Sacramento. The City's policy provides for payment after receipt of services; therefore, advance payments are not possible. Payment will be based on the number of students enrolled at the time the payment was processed.</p>			
Signature:			Date:

APPLICANT INFORMATION				
Last Name:		First :		M.I.:
Address:				
City:		State:		Zip:
Phone:		Email:		
CLASS INFORMATION				
Proposed Class:				
Have you taught this class before? If yes, please list locations below.		<input type="checkbox"/> YES <input type="checkbox"/> NO		
Location:			Dates you taught the course:	
May we contact that location as a reference?		<input type="checkbox"/> YES <input type="checkbox"/> NO		Phone:
Location:			Dates you taught the course:	
May we contact that location as a reference?		<input type="checkbox"/> YES <input type="checkbox"/> NO		Phone:
EDUCATION				
High School:		Address:		
From: _____ To: _____		Did you graduate?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
College:		Address:		
From: _____ To: _____		Did you graduate?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Degree:				
Other:		Address:		
From: _____ To: _____		Did you graduate?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Degree:				
REFERENCES				
<i>Please list two professional references</i>				
Full name:			Relationship:	
Company:			Phone:	
Address:				
Full name:			Relationship:	
Company:			Phone:	
Address:				

**RELATED EMPLOYMENT**

Company: Phone:

Address:

Job Title: Supervisor:

Responsibilities:

From: To: Reason for leaving:

May we contact your previous supervisor as a reference?  Yes  No

Company: Phone:

Address:

Job Title Supervisor:

Responsibilities:

From: To: Reason for leaving

May we contact your previous supervisor as a reference?  Yes  No

**Convictions: Conviction of a crime is not necessarily a bar to provide contract services to the City of Sacramento. Each case is considered separately based on the services provided. Some services may require a FINGERPRINTING check as verification. You may omit: a) Traffic violations (driving under the influence convictions must be reported); b) Any conviction committed prior to your 18<sup>th</sup> birthday which was finally adjudicated in Juvenile Court of under a youth offender law; c) Any incident sealed under Welfare and institutions Code Section 781 or Penal Code Section 1203.45; d) Any marijuana conviction more than two (2) years old, described in labor code section 432.8**

Have you ever been convicted of a misdemeanor?  Yes  No

Have you ever been convicted of a felony?  Yes  No

If "YES" to either of the above, please state WHAT conviction, WHEN, WHERE, and DISPOSITION OF CASE.

**DISCLAIMER AND SIGNATURE**

Contract instructors are contracted with the City of Sacramento to provide instruction for specialty recreation activities, and are therefore not employees of the City of Sacramento. Contract instructors shall be dismissed at any time if the Department finds their instruction to be inadequate, or their behavior, attitude, or appearance to be unacceptable. Please attach any additional information about yourself that would further explain your desire to be a contract instructor. I certify that all statements in this application are true and complete. I agree and understand that any incorrect statements or omissions of material facts herein will cause forfeiture on my part of all rights to contracting with the City of Sacramento. I authorize the City of Sacramento to investigate any and all information regarding employment, scholastic records, together with all other job related information that may or may not be on record. I release all individuals who provide information to the City of Sacramento from all liability regarding the use of such information.

Signature: Date:

**Instructor Manual Policy Acknowledgement**

Print Name:

**Please initial and sign the following:**

\_\_\_\_\_ I acknowledge that I have received a copy of the "Come Teach With Us!" Instructor Policy Manual. I understand that it is my responsibility to read and comply with policies contained in the Manual as well as any revisions made to it. I also understand that if I need additional information, or if there is anything that I do not understand in the Manual, I should contact my Class Coordinator.

\_\_\_\_\_ I understand that this Manual reflects policies, practices, and procedures in effect on the date of publication and that it supersedes any prior policy manual, handbook, work rules, benefits and practices. I further understand that the rules, policies, benefits and practices referred to in the Manual are continually evaluated and may be modified, reduced or discontinued at any time.

\_\_\_\_\_ I understand that if my class proposal is accepted into the program, I will be an independent contractor, and not an employee of the City of Sacramento. I acknowledge that as such, I am not authorized to accept and/or collect any class fees on behalf of the City of Sacramento, and that **all** class fees must be paid directly to the City of Sacramento.

\_\_\_\_\_ I understand that I must receive criminal background clearance through Live Scan fingerprinting prior to instructing, in addition to any assistants, volunteers, or substitute instructors, whom I may require to fulfill my contractual obligations.

\_\_\_\_\_ I understand that if I must cancel class on any particular date, it is my responsibility to notify my students and Class Coordinator of the cancellation.

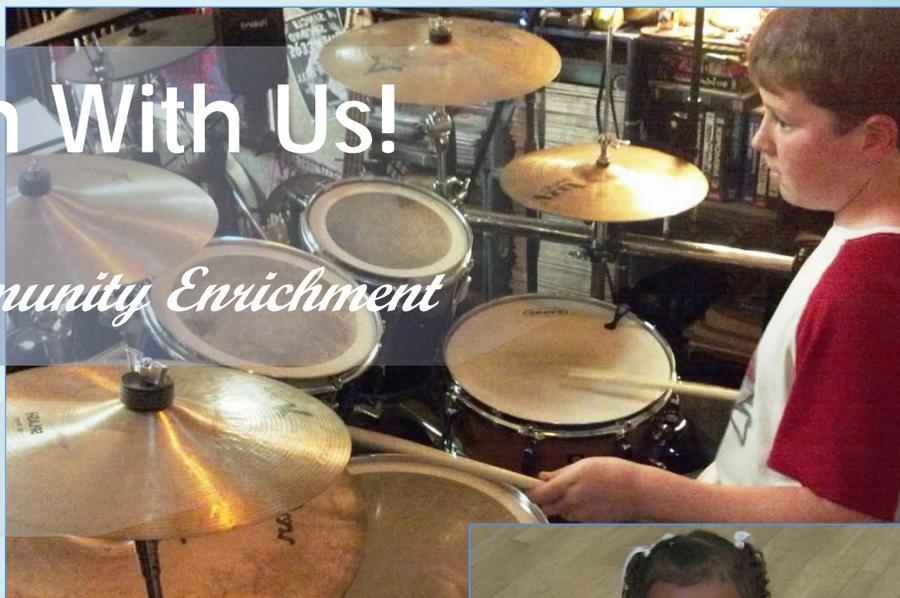
**By signing below, I hereby acknowledge that any questions regarding the policies set forth in the Instructor Manual have been satisfied, and I understand the contents of this guide.**

**APPLICANT SIGNATURE:**

**DATE:**



Come Teach With Us!  
*City of Sacramento  
Youth, Parks, & Community Enrichment*



Instructor Manual



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*\*Effective February 1, 2016*

# Welcome!

The City of Sacramento, **Youth, Parks, & Community Enrichment** offers a variety of classes, workshops, seminars and activities. We would like to thank you for your interest in contributing your knowledge and expertise to enrich the lives of others in our community. Your participation and involvement will compliment the diversity of our programming and contribute to the overall success of the programs.

The information in this manual is intended for current **Contract Instructors** and those who are interested in becoming a **Contract Instructor**. The manual is a resource of information related to teaching a “fee” based class.

## **Why teach a Class for the City of Sacramento?**

We are committed to improving the quality of life by providing recreation and leisure experiences in our community. What can we offer you as an Instructor? Here are just a few features that our department can offer you:

- The City has great facilities. We have classroom facilities, auditoriums and parks available for recreation classes. These facilities are maintained to assure the comfort of instructors and participants.
- The City will place your class description in our Recreation Catalog which is available to customers throughout the city, two (2) times a year. In addition to our catalog, your class will be listed on our Online Registration page, which receives 300,000 web hits annually.
- The City uses a computer registration system called the “Class” system. This allows us to maintain facility reservations for your class and to process registrations in an efficient manner. Instructors receive attendance reports, waitlist reports, and we maintain the database to provide participant contacts from all classes. The system automatically reserves spots for waitlist participants when a cancellation in a class occurs. We accept cash, checks, and all major credit cards. We offer registration through four (4) easy customer friendly ways including: online registration, mail, fax, or in person.

Contact: **Julia R. Parker** | Phone: (916) 808-5641 | Email: [JRParker@cityofsacramento.org](mailto:JRParker@cityofsacramento.org)

# Catalog Sessions



## Spring/Summer

April 1<sup>st</sup> – September 30<sup>th</sup>

## Fall/Winter

October 1<sup>st</sup> - March 31<sup>st</sup>



## Proposal Submission Deadlines

**Spring/Summer:** Class Proposals must be submitted by January 15<sup>th</sup> to be included in the Spring/Summer catalog.

**Fall/Winter:** Class Proposals must be submitted by July 15<sup>th</sup> to be included in the Fall/Winter catalog.

# How to Become a Contract Instructor

**Instructors are hired on a contractual basis. In order to become a Contract Instructor for the City of Sacramento, a potential instructor must first do the following:**

- Submit an Instructor Application & Receipt of Guidelines.
- Submit a Class Request Form: If your class is accepted, the Class Request Form will be used to book your room/space, provide you with an activity number and place your class information into the Recreation Catalog.

Once you have submitted your Instructor Application and Class Request Form, The Class Coordinator will contact you and serve as your primary point of contact for the processing of your class proposal. They will review your instructor application and notify you if the City would like to proceed with the class. If the City decides to proceed, the potential instructor will sign a "Recreation Services Contract" to become a "Contract Instructor".

Before the City of Sacramento can enter into the Recreation Services Contract, the following documents must be obtained from a potential instructor:

- **A copy of photo identification:** California Driver's License or I.D. card
- **Business Operations Tax (BOT) Certificate:** A City of Sacramento BOT Certificate is required to sell, expose for sale, or offer for sale any goods, wares, or merchandise in the City of Sacramento. The cost of a BOT is \$31. Applications can be obtained from the Revenue Department located in City Hall, at 915 I Street on the 1st Floor.
- **Workers' Compensation and Employer's Liability:** Before contractors hire employees to assist in performing services under their contract, they shall obtain Workers' Compensation and Employer's Liability insurance as required under the California Labor Code, with limits of at least \$1 million per accident. If contractors arrange for volunteers to assist in performing services under their contract, they shall obtain a release of liability waiver from its volunteers, which release shall also extend to and name the city.
- **Criminal Background Check:** Contractors and all of their employees and volunteers which will have supervisory or disciplinary authority over minors, or will have direct contact with minors, are required to be fingerprinted and checked for certain types of criminal convictions before providing services under this Contract per California Public Resources Code Section 5164 and California Education Code Section 10911.5. It is the City's policy to also check recreation instructors and their employees and volunteers for criminal convictions if they will have direct contact with older adults or the disabled. Contractors and their employees and volunteers shall submit to being fingerprinted by the City, and City shall incur the costs for fingerprinting and the criminal conviction review by the State Department of Justice.
- **Insurance:** If insurance is required for your class, the City of Sacramento requires all certificates of insurance to be submitted on a standard ACORD form, or on the insurance company's letterhead. The City of Sacramento must be listed as the certificate holder as well as an additional insured with respects to General Liability. An endorsement naming the "The City of Sacramento, its officials, agents, employees and volunteers" must accompany the certificate of insurance. The endorsement page is often referred to as page CG 2011.

## CLASS FEES

The Contract Instructor and Class Coordinator will determine a mutually agreed upon class fee. Your Class Coordinator will provide assistance on current market conditions.

All registration fees are collected and deposited by the City of Sacramento. Your Recreation Services Contract is designed as a 70/30 split. As a Contract Instructor, you will receive 70% of all class revenue and the City will retain 30% of the total fees collected from your class (including registration fees and/or late fees). Any equipment or material fees may be paid by students directly to the instructor.

## INSTRUCTOR PAYMENT

The City's policy provides for payment after receipt of services; therefore, advance payments are not possible. After the completion of each class period, your class coordinator will send you a copy of your final enrollment roster. Within seven (7) days from this date, you are responsible for submitting an invoice for 70% of fees collected. The City will pay each invoice within thirty (30) days from submission if all required supporting documentation is provided with the invoice, including, without limitation, class rosters. Please see attached invoice sample on page 17.

Contractor invoices must match the City's enrollment roster (see sample on page 18). Invoices that include students who have not yet paid will be delayed until all students have made payment to the City. It is the contractor's responsibility to make sure all students attending class have made payment, prior to receiving services.

The City of Sacramento will not withhold money for social security or federal income tax. Annual payments to the "Contract Instructor" from the City in excess of \$600 will be reported to the Internal Revenue Service. It is the contractor's responsibility to satisfy any taxes due by the contractor in an appropriate manner.

## REGISTRATION

Participants must pre-register for all classes. Registrations are processed on a first-come, first-served basis by the City of Sacramento. No registrations may be taken by the instructor. There are (4) four quick and easy ways to register for classes:

1. On-line Registration: Participants may go to [www.cityofsacramento.org/YPCE](http://www.cityofsacramento.org/YPCE) to register online.
2. Mail: Participants may mail completed registration forms to:

Park Reservations  
4623 T Street, Suite B  
Sacramento, CA 95819

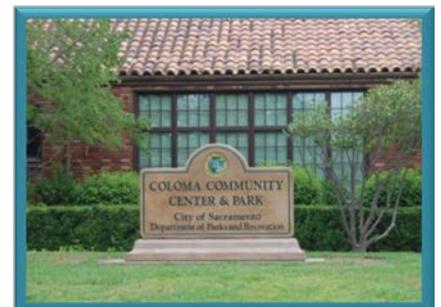
3. Fax: Participants may fax completed registration forms to (916) 454-3956.

4. In Person: Participants may register in person at any of the locations listed below:

Coloma Community Center, 4623 T Street  
10 a.m. – 4 p.m., Monday through Thursday

South Natomas Community Center, 2921 Truxel Road  
10 a.m. – 5:30 p.m., Monday through Thursday

Samuel C. Pannell Meadowview, 2450 Meadowview Road  
8 a.m. – 4:30 p.m., Monday, Wednesday, Thursday and Friday



## ABSENCES, SUBSTITUTES, REFUNDS & CLASS CANCELLATIONS

- A. **Absences:** If an instructor is ill or unable to meet with his/her class, the instructor must notify the facility where the class is scheduled. If the class is scheduled in a park or at an unstaffed facility, the instructor must notify the Class Coordinator at (916) 808-5641. It is the Instructor's responsibility to notify students of a class cancellation of this nature.
- B. **Substitutes:** If an instructor has made arrangements for a substitute, your Class Coordinator must be notified. All substitutes must be approved. Substitutes who are not Contract Instructors with the City of Sacramento, must submit an Instructor Application and receive fingerprint clearance prior to instructing.
- C. **Refunds/Withdrawals:** A request for a refund or transfer will not be accepted after an activity has started, except in the case of the participant's illness, supported by written documentation from the family physician. Funds will be refunded within 21 business days less a \$5 processing fee per person, per activity.
- D. **Class Cancellations:** The City of Sacramento reserves the right to cancel, combine or divide classes; to change the time, date or place of classes; to change the instructor; and to make other changes which become necessary to ensure a quality experience for the participants. If the Department of Parks and Recreation cancels your class, the Department will notify students, and issue any necessary refund.

## BRINGING YOUR CHILD TO CLASS

We acknowledge that children may be present in the work place in some situations. The responsibility of instructors is meeting their contractual obligation to the City of Sacramento. Instructors who wish to bring their children to class for limited periods of time may do so if they can carry out their duties unimpeded and allow others to do the same. Your Class Coordinator must give specific, advance approval to the proposal to bring your child into the classroom.

## CLASS SCHEDULING

Instructors are responsible for submitting class schedules through the Class Request Form annually. Staff will attempt to accommodate instructor's schedule request.

The City of Sacramento observes the following Holidays; please keep them in mind when programming your classes as they may affect your schedule:

New Year's Eve	Cesar Chavez Day	Veterans' Day
New Year's Day	Memorial Day	Thanksgiving and day after
Martin Luther King Day	Independence Day	Christmas Eve
Presidents' Day	Labor Day	Christmas Day

## HOW TO SUBMIT A CLASS REQUEST FORM

All new instructors must submit a Class Request Form. Returning instructors are only required to submit a new Class Request Form in the event of major class changes, or for the addition of a new program. Submitting a request does not guarantee that your class will be accepted into the program. There is no exclusivity to instructors or the classes they teach.

A separate Class Request Form is required for each class you wish to teach. The following information is required on all Class Request Forms:

- **Class Title:** Class titles should be creative and non-descriptive. You want the reader to become curious about the class and continue reading.
- **Class Description:** Discuss what the class is about. Include topics of discussion and what will be learned by the participant. Descriptions should be informative but not give away all the information covered in the class. Most important, the description should be short, concise and to the point. Your written description will be used to sell your program to the public in our Recreation Catalog. Class description may be up to 65 words.
- **Dates/Time:** You must include the dates and time of your proposed class (be specific). This information will be used to check facility availability.

### **Classes for which the Department will not accept proposals for are as follows:**

- Programs that are similar to programs we currently offer (please review the Recreation Catalog available online at [www.cityofsacramento.org](http://www.cityofsacramento.org))
- Programs we have offered in the past that have been cancelled, unless you can show that you have the necessary number of participants who are interested.

## CLASS TIMES

Instructors are responsible for providing instruction for the specified number of hours agreed upon and advertised.

## FACILITY USAGE

All Contract Instructors using City of Sacramento facilities are allowed to set-up their classrooms 15 minutes prior to the start of their class. The room must always be left in the condition in which it was found. This means instructors must clean up any materials (art supplies, paper, etc.) after the class ends.

## CHECKING YOUR CLASS ENROLLMENT

You can inquire about your enrollment at any time. Your Class Coordinator can be reached at (916) 808-5641, or through email at [cruggiero@cityofsacramento.org](mailto:cruggiero@cityofsacramento.org). Instructors can also check their class enrollment on-line at [www.cityofsacramento.org/YPCE](http://www.cityofsacramento.org/YPCE) through the online registration page.

**All participants are required to register for programs prior to the start of the first class. Participants who are not included on the pre-enrollment roster, and cannot provide proof of payment must not be allowed to attend class.**

## PROMOTING YOUR CLASS

All advertisement materials to promote your classes must be approved by your Class Coordinator. All advertisement must include "Sponsored by the City of Sacramento, Youth, Parks, & Community Enrichment", our logo, and our contact number for registration (916) 808-6060.

- **Advertisements:** There are several excellent weekly papers which offer low cost advertising for local businesses.
- **Special Events:** Youth, Parks & Community Enrichment offers many special events. With prior approval, instructors are welcome to provide demonstrations, participate as artists, or hand out flyers at Department events. Contact your Class Coordinator to arrange your attendance at an event.
- **On the internet:** Develop your own website or social networking page. Contact your local internet provider for information on how to create a site. Most internet companies provide free web space as part of their service.
- **Promotion by Youth, Parks, & Community Enrichment:** We will place your description in our Recreation Catalog. Additionally, your class description will also be listed on our Department On-line Registration web page.

## ACCIDENTS/INCIDENT REPORTS

All accidents and incidents must be reported, no matter how minor they may appear. If you are in a facility that has City of Sacramento staff present, it is the staff's responsibility to report and prepare an incident report. If you are in an unstaffed facility please follow the procedures listed below:

- Act calmly, promptly and effectively;
- Prepare an incident report immediately while the patron is still under your care. All accidents on the grounds shall be reported, whether or not witnessed by the Contract Instructor.
- Forward the completed Incident Report to your Class Coordinator within 24 hours.
- Incident Reports will be provided to instructors with their class packet.

## EMERGENCIES

### Fire Alarm/Bomb Threat

- Clear the area in an orderly manner, use class roster to account for participants;
- DO NOT re-enter the building until appropriate personnel give you permission to do so;
- In case of evacuation where participants are unable to return to the building, make sure participants less than 18 years are held in a safe area until a guardian can pick the minor up.

### Earthquake

- Stay indoors, get under a desk, table or strong doorway;
- Watch for falling, sliding or swaying objects, stay clear of all windows and glass doors;
- After earthquake clear the area, use class roster to account for participants;
- DO NOT re-enter the building until appropriate personnel give you permission to do so;
- In case of evacuation where participants are unable to return to the building, make sure participants less than 18 years are held in a safe area until guardian can pick the minor up.

### Medical Emergency

- Locate a phone and call 911, or if using a cell phone call (916) 732-0100
- Certified individuals should administer immediate first aid.

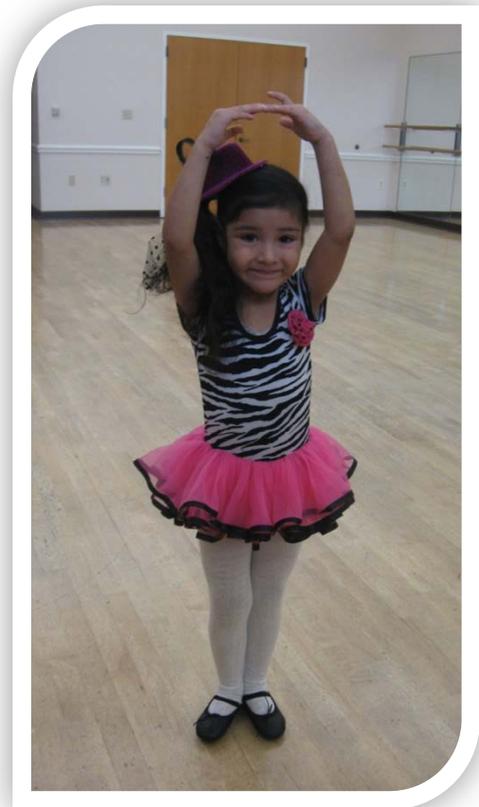
## AMERICANS WITH DISABILITIES ACT (ADA)

The ADA is federal legislation, which gives civil rights protection to individuals with disabilities similar to those rights provided to individuals based on race, sex, national origin, and religion. It 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 Sacramento 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 that they can have an equal opportunity to participate or benefit, unless an undue burden would result. Physical barriers must be removed if removal is readily achievable (i.e. 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.

## HARASSMENT IN THE WORKPLACE

Harassment can be defined as any behavior that is disrespectful and causes discomfort to another person. Harassment, whether physical or verbal, destroys morale and impairs teamwork and workplace efficiency. The City of Sacramento has a strong policy against any form or type of harassment to any person. It is important for all persons to recognize that harassment based on any of the protected characteristics or race, color, religion, sex age, national origin, ancestry, citizenship, disability, veteran status, medical condition, marital status and sexual orientation is illegal.



**Questions? For more information on offering recreational classes through the City of Sacramento, please call **Julia R. Parker** at (916) 808-5641 or email **JRParker@cityofsacramento.org****

**CITY OF SACRAMENTO**  
**Youth, Parks, & Community Enrichment**

**RECREATION SERVICES CONTRACT**  
**FITNESS CLASSES**

THIS CONTRACT is made and entered into on \_\_\_\_\_, 2015 between the City of Sacramento (CITY), a municipal corporation, and Instructor Name an individual (CONTRACTOR). It is mutually agreed between the Parties as follows:

1. SERVICES. CONTRACTOR shall provide services as described in Exhibit A. CONTRACTOR represents and warrants that CONTRACTOR has the requisite experience and qualifications to provide such services to the public.
2. TERM. The term of this Contract shall commence as of July 1, 2017 and extend through June 30, 2020.
3. PAYMENT. CITY shall pay CONTRACTOR for services rendered at the rate and in the manner specified in Exhibit B. The total consideration payable to CONTRACTOR under this Contract shall not exceed \$15,000 annually.
4. MATERIALS AND EQUIPMENT. Contractor shall provide all materials and equipment needed to provide the services under this Contract.
5. FACILITIES. CITY will allow use of its facilities listed in Exhibit C at no cost to CONTRACTOR in consideration for CITY retaining a portion of the class registration fees as set forth in Exhibit B.
6. LICENSES AND PERMITS. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any applicable licenses, permits, or approvals which are legally required for CONTRACTOR to practice its profession, including a CITY business operation tax certificate.
7. CRIMINAL BACKGROUND CHECK. CONTRACTOR and all of its employees and volunteers which will have supervisory or disciplinary authority over minors, or will have direct contact with minors, are required to be fingerprinted and checked for certain types of criminal convictions before providing services under this Contract per California Public Resources Code Section 5164 and California Education Code Section 10911.5. It is the CITY's policy to also check recreation instructors and their employees and volunteers for criminal convictions if they will have direct contact with older adults or the disabled. CONTRACTOR and its employees and volunteers shall submit to being fingerprinted by the CITY, and CITY shall incur the costs for fingerprinting and the criminal conviction review by the State Department of Justice.

If any at time after the criminal conviction review process has been completed, CONTRACTOR or any of its employees or volunteers is arrested for a felony or misdemeanor involving moral turpitude, CONTRACTOR shall immediately notify the CITY Coordinator listed in Section 16. CITY may suspend the right of such person(s) to

continue to provide services under this Contract until the charges are dismissed or there is a settlement or conviction, and CITY may terminate this Contract in lieu of suspension at its sole discretion.

8. **INSURANCE.** If CONTRACTOR is an individual who does not carry general liability insurance for his or her work as a recreation instructor, in that event the obligation to obtain and maintain a minimum of \$1 million in general liability insurance coverage is waived. If CONTRACTOR does carry general liability insurance, CITY shall be named as an additional insured. If CONTRACTOR is a legal entity, \$1 million in general liability insurance coverage is required under this Contract and CITY shall be named as an additional insured.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." \_\_\_\_\_ (CONTRACTOR initials)

Before CONTRACTOR hires employees to assist CONTRACTOR in performing services under this Contract, CONTRACTOR shall obtain Workers' Compensation and Employer's Liability insurance as required under the California Labor Code with limits of at least \$1 million per accident.

If CONTRACTOR arranges for volunteers to assist CONTRACTOR in performing services under this Contract, CONTRACTOR shall obtain a release of liability waiver from its volunteers, which release shall also extend to and name CITY.

9. **INDEPENDENT CONTRACTOR.** At all times during the term of this Contract, CONTRACTOR shall be an independent CONTRACTOR and shall not be an employee of the CITY. CITY shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR's services and shall have no right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Contract. CONTRACTOR shall indemnify the CITY against any liability arising out of an allegation or finding that CONTRACTOR is not an independent CONTRACTOR.
10. **CONTRACTOR NOT AGENT.** It is understood and agreed that this Contract shall not create a relationship between CITY and CONTRACTOR of employer-employee, joint venture, partnership, or any other relationship of association. Except as CITY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation.
11. **ASSIGNMENT PROHIBITED.** No party to this Contract may assign any right or obligation pursuant to this Contract. Any attempt or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.
12. **NONDISCRIMINATION.** CONTRACTOR shall not discriminate against any person because of his or her race, color, national origin, religion, sex, age, disability, medical

condition, marital status or sexual orientation in any activity for which CONTRACTOR is providing instruction or services under this Contract.

13. TERMINATION. Either party shall have the right to terminate this Contract at any time by giving written notice of such termination to the other party, which notice shall specify the date of termination. In the event CITY issues a notice of termination, CONTRACTOR shall immediately cease rendering services under this Contract. CITY shall pay CONTRACTOR on a pro-rated basis for the services actually and satisfactorily performed CONTRACTOR prior to the date of termination.
14. INDEMNIFICATION. CONTRACTOR shall fully defend, indemnify, and save harmless, CITY, its officers, employees, agents, and volunteers (collectively "Indemnitees") from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities), to which any or all of them may be subjected, as a direct or indirect result of the activities of CONTRACTOR under this Contract, whether or not such Liabilities are litigated, settled or reduced to judgment, but excluding Liabilities resulting from the sole negligence or willful misconduct of Indemnitees. The existence or acceptance by CITY of any insurance coverages required by this Contract shall not affect any rights CITY may have under this section. The provisions of this section shall survive the expiration or termination of this Contract.
15. RISK OF INJURY. As set forth above, CITY does not insure CONTRACTOR against liability for injury to third parties resulting from an act or omission of CONTRACTOR in performance of services under this Contract. CONTRACTOR is not entitled to benefit from any CITY insurance coverages. CONTRACTOR is providing the services as an independent contractor at his or her own risk of injury. CONTRACTOR assumes all risks and releases CITY from any liability for such injuries and related damages, including damage to CONTRACTOR's personal property.
16. COORDINATOR. The CITY's Coordinator for this Contract shall be as follows:

Julia R. Parker  
Youth, Parks, & Community Enrichment  
4623 T Street, Suite B  
Sacramento CA 95819  
(916) 808-5641 fax (916) 808-3565  
E-mail: JRParker@cityofsacramento.org

The CONTRACTOR's Coordinator for this Contract shall be as follows:

Instructor Name  
123 Any Street  
Sacramento, CA 95819  
(916) 555-3500  
instructoremail@yahoo.com

17. NO THIRD PARTY BENEFICIARY. Nothing contained in this Contract is intended, nor shall this Contract be construed, as an agreement to benefit any third parties.
18. ENTIRE AGREEMENT. This Contract constitutes the entire agreement, and supersedes any prior written or oral agreements, between the Parties with respect to the matters contained herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be duly executed as of the day and year stated above.

CITY:

CONTRACTOR:

By: \_\_\_\_\_  
Shannon D. Brown, Interim Director  
Youth, Parks, & Community Enrichment  
For Howard Chan, Interim City Manager

By: \_\_\_\_\_  
Name  
Title

CITY Business Operation Tax  
Certificate Number: \*\*\*\*\*

APPROVED AS TO FORM

By: \_\_\_\_\_  
Senior Deputy City Attorney

ATTEST:

By: \_\_\_\_\_  
Assistant City Clerk

EXHIBIT A  
SERVICES

CONTRACTOR shall provide the CITY with fitness classes for adults, to be known as the "Program Name" program, as follows:

1. The Parties anticipate that the following public classes will be provided under this Contract during each calendar quarter. The date and location of each class is subject to mutual agreement by both Parties. Additional types of classes may be added, subject to the approval of the Parties, and if at least 10 business days advanced notice is provided to CITY. At least 60 days advanced notice is required for inclusion of the dates of the classes in CITY's "Come Out and Play" publication, and subject to printing deadlines for each publication.
2. CONTRACTOR and CITY shall mutually determine the minimum number of registrants required to conduct each class.
3. Class rosters based on the registrations received shall be provided by CITY to CONTRACTOR after the registration deadline, but at least two days prior to the date each class is to start. The CONTRACTOR shall maintain accurate attendance records of the persons participating in each class.
4. CONTRACTOR shall supply materials and equipment as may be necessary for conducting each class. The costs for procuring such items shall be at CONTRACTOR's sole cost.
5. If CONTRACTOR desires to provide food or beverages to class participants, CONTRACTOR is prohibited from charging fees for the sale of such items.

EXHIBIT B  
COMPENSATION

CONTRACTOR shall be compensated for services rendered under this Contract as follows:

1. Billable Rates: CITY shall pay CONTRACTOR 70% of the registration fees collected by CITY for each class, excluding any fees subject to refund.
2. Registration Fees. The amount of the class registration fee per individual shall be recommended by CONTRACTOR, but CITY shall determine the fee for each public class. CONTRACTOR is strictly prohibited from collecting registration fees on CITY's behalf. Violation of this policy shall result in termination of this Contract.
3. Invoice and Payment: CONTRACTOR shall submit an invoice within seven (7) days after completion of each class period. The invoice shall reference the date, location, and type of class. CITY will pay each invoice within thirty (30) days from submission if all required supporting documentation is provided with the invoice, including, without limitation, class rosters.

EXHIBIT C  
FACILITIES TO BE PROVIDED BY CITY

1. Reservation. Subject to submitting a facility reservation request and any prior reservations, CITY shall make available the following CITY facilities for use by CONTRACTOR:
  - a. Coloma Community Center auditorium, Saturdays 9:00-11:30am
2. Facility Condition. CITY shall not be obligated to prepare the facilities reserved by CONTRACTOR so that they are ready for use.
3. CITY Equipment. If CITY provides CONTRACTOR with any CITY materials, keys or other equipment needed for use of the CITY facility, CONTRACTOR shall return those borrowed items in good working order and cleaned, so as they may be immediately reissued to another facility user. All borrowed items shall be returned within 72 hours of the completion of each class course.

# INVOICE

**Calidanza Dance Company**  
 123 Anywhere Street  
 Rancho Cordova, CA 95670  
 (916) 555-5555

The name and address on your invoice should match the information on your W-9.

An invoice must include the date, an invoice number you have created, and your purchase order number.

**Invoice Date: 3/1/15**  
**Invoice #AB1234**  
**PO# 12345**

**Bill To:** *City of Sacramento*  
 4623 T. Street, Suite B  
 Sacramento, CA 95819

Remit By: Net 30

Qty.	Description	Total	PAID	BALANCE
1	Course# 154374 - Folklorico Dance Classes at Coloma Center - February 2014	\$126.00	\$0.00	\$126.00
Total Balance Due				\$126.00

Please be as detailed as possible with your course description, including course numbers, type of class, class location, and class dates.

The total amount should match your enrollment roster.

Invoice - Sample Only

Start Date From: 01 Feb 2015  
Status: Active/Completed

Start Date To: 28 Feb 2015  
Instructor: Calidanza, Dance Co

**Calidanza, Dance Co**

Pos	Person Name	Registration Fee	Net Rate	Net XFee	Net Amount
<b>Folklorico with Calidanza</b>					
<b>FWC - FW 2014 - 006</b>		<b>Barcode: 141080</b>	<b>Rate: 70 percent</b>	<b>Based on Fee amount:</b>	
1	Natalia Grenhl	\$30.00	\$21.00	\$0.00	\$21.00
2	Andrea Ramirez-Palomer	\$30.00	\$21.00	\$0.00	\$21.00
3	Ellas Sabin	\$30.00	\$21.00	\$0.00	\$21.00
4	Metzli Lemus	\$30.00	\$21.00	\$0.00	\$21.00
5	Juliet Freitag	\$30.00	\$21.00	\$0.00	\$21.00
6	Andrea Cruz-Morales	\$30.00	\$21.00	\$0.00	\$21.00
					\$126.00
<b>Folklorico with Calidanza</b>					\$126.00
<b>Total for: Calidanza, Dance Co</b>					<b>\$126.00</b>
<b>Report Total:</b>					<b>\$126.00</b>

Class Roster - Sample Only