



Rancho Santa Margarita
California



Bell Tower Regional Community Center

Independent Contractor Instructor Handbook and Proposal Form

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INSTRUCTOR HANDBOOK

	<u>Page</u>
I. INTRODUCTION.....	3
II. WHY TEACH A CLASS FOR THE CITY OF RANCHO SANTA MARGARITA AND AT THE BELL TOWER REGIONAL COMMUNITY CENTER.....	3
III. CONTRACT INSTRUCTOR DOCUMENTS AND RESPONSIBILITIES.....	4
IV. CLASS FEES.....	4
V. COMPENSATION.....	4
VI. CLASS REGISTRATION / CANCELLATION.....	5
VII. INSURANCE.....	6
VIII. INDEPENDENT CONTRACTOR INQUIRY FORM.....	6

I. INTRODUCTION

Rancho Santa Margarita incorporated on January 1, 2000, becoming the 33rd city in the County of Orange, California. Since incorporation, the City continues to provide an unparalleled standard of living for its residents and quality amenities for residents and visitors.

The City of Rancho Santa Margarita's "Independent Contract Instructor Handbook and Proposal Form" is a comprehensive guide that communicates the expectations and guidelines for any organization or person that chooses to host classes and programs with the City of Rancho Santa Margarita. We strive to be open and transparent with the procedures that the city holds to individuals or organizations that choose to use our facilities for programs. Content expressed in the handbook have been carefully examined and implemented to ensure the safety and integrity of all programs that take place at the Bell Tower Regional Community Center. If the City of Rancho Santa Margarita believes that the program offered can be a benefit to the community that we serve, then Community Services staff will discuss further guidelines and procedures with the interested party.



II. WHY TEACH A CLASS FOR THE CITY OF RANCHO SANTA MARGARITA AND AT THE BELL TOWER REGIONAL COMMUNITY CENTER

The City of Rancho Santa Margarita and the Community Services Department is committed to improving quality of life by providing recreational and leisure experiences in our community.

What makes this city so unique and special and how can that be of benefit to you? Here are just a few features that our department can offer you:

- The City of Rancho Santa Margarita has great options for hosting various events and sizes. Whether it's a classroom environment or a major event the City of Rancho Santa Margarita at the Bell Tower Regional Community Center has options not only to serve contractors, but put them in positions to succeed.
- The City uses a technologically advanced computer registration system. Our robust system allows us to maintain facility booking 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 main contacts from all classes. The system automatically reserves spots for waitlist participants when a cancellation in a class occurs. Participants register through the City of Rancho Santa Margarita website for classes and programs.
- We offer registration through easy customer friendly ways including: mail, online through online registration, or in person. We accept cash, checks, and credit card payments.

III. CONTRACT INSTRUCTOR DOCUMENTS AND RESPONSIBILITIES

A. Fingerprinting and Criminal Background Check

The CONTRACTOR and his/her/its employees, agents, and representatives providing Services hereunder, if any, shall agree to voluntarily submit to and pass criminal background investigation by providing a complete set of fingerprints to the City of Rancho Santa Margarita at least thirty (30) calendar days prior to teaching or assisting with any class or program. The Contractor and his/her/its employees, agents and representatives, if any, are required to cover all costs associated with fingerprinting through the City of Rancho Santa Margaritas designated fingerprinting provider.

B. Contractor Responsibilities

The following are basic responsibilities that are expected out of the CONTRACTOR. If approved, there will be a more complex and comprehensive list of responsibilities that will need to be examined by the CONTRACTOR.

- Acquiring, providing, repairing and maintaining, at CONTRACTOR's own expense, any and all materials, supplies or equipment as he/she.it may deem necessary for use in performing the Services pursuant to this Agreement.

- CONTRACTOR must comply with all Policies and Procedures set by the Bell Tower Regional Community Center.
 - CONTRACTOR shall record daily participant attend and shall report attendance to the City of Rancho Santa Margarita at the conclusion of each class meeting.
 - CONTRACTOR shall ensure safety of a participants involved in the CONTRACTOR's classes/activities.
- CONTRACTOR must comply with all federal, state and local laws, ordinances, and regulations in performance of CONTRACTOR's services.

IV. CLASS FEES

Registration fee for class participants includes the CONTRACTOR class fee plus an administration fee. The City of Rancho Santa Margarita administration fee is currently \$3.00 per participant per class, which is subject to change.

Suppose CONTRACTOR charges additional fees for equipment, supplies or materials, the CONTRACTOR must disclose such fees in advance to the City of Rancho Santa Margarita.

V. COMPENSATION

The City of Rancho Santa Margarita agrees to compensate CONTRACTOR **a specified percentage of the total instructor class fees actually by the City of Rancho Santa Margarita for the classes conducted by CONTRACTOR (the "Contractors' Share of Class Revenue")**. The Contractor's Share of Class Revenue shall be 70% of the total instructor class fees actually collected by the City of Rancho Santa Margarita and not refunded to class participants, unless a different percentage is approved by the City of Rancho Santa Margarita. The \$3.00 administration fee for each participant per class is not part of the instructor fee and is not used part of the calculation of the instructor's compensation.

It is the responsibility of the CONTRACTOR to submit an accurate invoice. For time reimbursements for classes taught, invoices shall be submitted to the City of Rancho Santa Margarita within fourteen (14) days of the last day of class.

VI. CLASS REGISTRATION/CANCELLATION

The City of Rancho Santa Margarita shall be responsible for and shall have complete control over the registration of all class participants. **Under no circumstances shall CONTRACTOR accept payment for registration fees directly from participants for any class.** Contractor shall notify the City of Rancho Santa Margarita the following work day if a class is canceled at the first day of class. CONTRACTOR is required to notify participants in the event of an altered or canceled class.

CONTRACTOR agrees to attend the first scheduled class meeting with the understanding that if the class is canceled by the City of Rancho Santa Margarita at the conclusion of the first meeting or prior to the date and time scheduled for the second class meeting, either because of insufficient enrollment or because of the insufficiency or unavailability of funds or facilities, then the City of Rancho Santa Margarita shall not be liable to CONTRACTOR for any further compensation.

VII. INSURANCE

CONTRACTOR agrees to procure and maintain, at its sole cost and expense, such types and amounts of insurance coverage as the City of Rancho Santa Margarita may require.

VIII. INDEPENDENT CONTRACTOR INQUIRY FORM

For those interested in working with us at the Bell Tower Regional Community Center, please fill out the "Independent Contractor Inquiry Form". When completed, your inquiry will be reviewed by the Community Service Department. Please allow for 2 – 4 weeks for a response. If approved, the Community Service Department will inquire for additional information to conduct a class at the Bell Tower Regional Community Center. To submit an "Independent Contractor Inquiry Form", please click on the following link; <https://forms.gle/bwik1GcvGFX18rYp8>