

## AGREEMENT TO PROVIDE INDEPENDENT CONTRACTOR INSTRUCTOR SERVICES

THIS AGREEMENT is made and entered into as of the date of execution by the City of Encinitas, a municipal corporation, hereinafter referred to as "CITY," and \_\_\_\_\_, a [specific type of entity: an individual, a California corporation, limited liability company, sole proprietorship, etc.], hereinafter referred to as "INSTRUCTOR."

|         |                  |                       |
|---------|------------------|-----------------------|
| NAME    | HOME PHONE       | WORK/CELL PHONE       |
| ADDRESS |                  | CITY, STATE, ZIP CODE |
| EMAIL   | BUSINESS CONTACT |                       |

### RECITALS

1. WHEREAS, CITY desires having INSTRUCTOR provide instruction to participants enrolled in \_\_\_\_\_ classes herein enumerated; and
2. WHEREAS, INSTRUCTOR warrants having the expertise and experience to provide said services; and

NOW, THEREFORE, CITY and INSTRUCTOR mutually agree as follows:

#### I. Term of AGREEMENT

The term of this AGREEMENT shall commence on \_\_\_\_\_ and shall end on \_\_\_\_\_ unless earlier terminated pursuant to the provisions of Section V below. Parties shall have the option to renew this AGREEMENT, by mutual written consent, for one additional \_\_\_\_\_ month term, beginning \_\_\_\_\_ and ending \_\_\_\_\_.

#### II. Obligations of INSTRUCTOR

INSTRUCTOR is responsible for curriculum, materials and equipment for the recreation class(es), or program(s) specified in **Attachment A**. After each class INSTRUCTOR is responsible for setting up and breaking down all equipment used for a program/class. INSTRUCTOR may ask for reasonable assistance from CITY staff, but it is the sole responsibility of INSTRUCTOR to ensure program/class equipment is put away properly and the program/class concludes on time.

- A. Qualifications: INSTRUCTOR and employees and agents of INSTRUCTOR shall be trained and qualified to provide specialized instruction for classes or programs and shall comply with

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all federal, state and local laws regarding permits, certifications and licenses that may be required.

- B. Content: The teaching and learning process is between INSTRUCTOR and participants. INSTRUCTOR shall perform services provided for herein in INSTRUCTOR's own way and in pursuit of INSTRUCTOR's calling, subject to the provisions of this AGREEMENT, and not as an employee of CITY. CITY reserves the right to observe the program and the INSTRUCTOR in the performance of his/her service to ascertain compliance with all terms and conditions of this AGREEMENT.
- C. Program Materials: INSTRUCTOR shall provide all supplies and materials (excluding those items provided by CITY, such as tables and chairs) and bear all expenses necessary to provide instruction in the class(es) enumerated herein. INSTRUCTOR shall transport necessary program supplies. The CITY may provide limited storage for current program materials upon approval of the Recreation Services Manager or his/her designated representative. The CITY will not provide storage for seasonal materials or materials for activities that are not in session.
- D. Cancel/Reschedule: If unable to instruct a scheduled class/program, the INSTRUCTOR shall notify the Parks, Recreation and Cultural Arts Department office. INSTRUCTOR shall not cancel or reschedule classes without prior notice and approval of the Recreation Services Manager or his/her designated representative of the Parks, Recreation and Cultural Arts Department. CITY may require INSTRUCTOR to secure, at the INSTRUCTOR's own expense, a qualified substitute previously approved by the Recreation Services Manager or his/her designated representative. If a class is cancelled, INSTRUCTOR is required to notify each participant in the class of the cancellation and the scheduled make-up date. Failure to make up a class or secure a qualified instructor will result in the deduction of compensation for such class from the INSTRUCTOR's next payment and is sufficient cause for CITY to terminate this AGREEMENT.
- E. Class Fees and Registration: INSTRUCTOR shall not collect any registration forms or fees. INSTRUCTOR will refer customers to the Community and Senior Center front counters or Parks, Recreation and Cultural Arts Department main office to register prior to participation. INSTRUCTOR is not to permit participant to participate without finalizing registration, payment of fees and signing of participant liability waiver.
- F. Publicity: All classes included in this AGREEMENT are offered by CITY who has contracted with INSTRUCTOR to conduct the class(es). Any information distributed including catalogues, brochures, flyers, press releases and media coverage, shall be by CITY.
- G. Safety: INSTRUCTOR shall take reasonable measures to ensure the safety of all class/program participants. INSTRUCTOR shall be responsible for the discipline, supervision, and conduct of program/class participants.
- H. Attendance/Rosters: INSTRUCTOR shall take attendance at each class meeting. Participants not registered may not attend class until a registration and waiver is completed. Attendance sheets must be turned in to the Recreation Supervisor at the conclusion of each class session.

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- I. Transportation of Participants: INSTRUCTOR shall not transport program participants in his/her private vehicle while providing services under this AGREEMENT.
- J. CITY Property: INSTRUCTOR shall protect against harm to CITY property the program utilizes and report damage or safety hazards immediately to CITY staff.
- K. Background Check: To ensure the safety of children and other participants, provisions of Section 10911.5 of the Education Code, and other applicable Federal or State laws pertaining to background investigations of individuals specifically working with children, are extended to the INSTRUCTOR, agents, employees, and volunteers of INSTRUCTOR. CITY must confirm all INSTRUCTOR Live Scan results prior to commencement of this AGREEMENT. INSTRUCTOR and all of the INSTRUCTOR's agents, employees, and volunteers must also complete and submit the supplemental questionnaire in **Attachment B**.

Prior to the start of each program and prior to working with children INSTRUCTOR shall submit a current list of names of all INSTRUCTOR's agents, employees, and volunteers who have successfully completed Live Scan to the Parks, Recreation and Cultural Arts Department for review.

INSTRUCTOR is responsible for providing verification of applying to Live Scan as a business. INSTRUCTOR is responsible for all Live Scan costs and fees INSTRUCTOR and INSTRUCTOR's agents, employees, and volunteers incur in conjunction with this AGREEMENT.

- 1. INSTRUCTOR must obtain results of Live Scan approval from the Department of Justice and provide the CITY with verification that employees, agents, and volunteers have been cleared through Live Scan.
  - 2. INSTRUCTOR must submit proof of completed Live Scan Services (Live Scan Services Form signed by a Live Scan representative) to CITY's Human Resources and Parks, Recreation, and Cultural Arts Department offices prior to working with CITY.
  - 3. INSTRUCTOR is required to submit **Attachment C** with the signed Agreement listing all agents, employees, and volunteers verifying proof of Live Scan and Tuberculosis Test results.
- L. Mandatory Reporting: California Penal Code section 11165.7 stipulates an INSTRUCTOR of the CITY working with children is a Mandated Reporter. Prior to contracting with the CITY, California law (Penal Code § 11166.5) requires that INSTRUCTOR sign a statement (**Attachment D**) verifying, acknowledging and agreeing that all agents, employees, and volunteers have read and will comply with the provisions of the Child Abuse and Neglect Reporting Act, Penal Code section 11164 *et seq.*

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- M. Immigration Reform and Control Act: INSTRUCTOR shall be aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements including, but not limited to, verifying the eligibility for employment of all agents, employees, and volunteers.
- N. Prohibition against Discrimination: INSTRUCTOR agrees to comply with all applicable federal, state and local laws, ordinances and regulations, including, but not limited to, the Americans with Disabilities Act (ADA). INSTRUCTOR shall not subject any person to discrimination on the grounds of race, color, national origin, sex, disability or any other classification prohibited by state or federal law, nor exclude any person from participation in or deny any person the benefits of participation in recreation classes on such grounds.
- O. Business Registration: INSTRUCTOR must provide a copy of their valid Business Registration in compliance with Encinitas Municipal Code section 6.60.010.
- P. Insurance: INSTRUCTOR must carry commercial general liability and accident insurance coverage is required in the amount of \$ 1,000,000. INSTRUCTOR's policy shall be considered primary insurance with respect to any coverage by the CITY and CITY's officers, officials, employees, agents, and volunteers. Any insurance CITY maintains, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with it. INSTRUCTOR's policies shall be with a California admitted carrier and CITY shall be named as additionally insured by endorsement. Insurance requirements are subject to review by CITY's Risk Manager.
- Q. Workers' Compensation: INSTRUCTOR shall comply with all State of California laws pertaining to workers' compensation and provide a copy of the INSTRUCTOR'S Workers Compensation Insurance consistent with the Labor Code.
- R. Taxes: INSTRUCTOR is solely responsible to declare compensation for services for income tax purposes and is solely responsible for all tax liability.
- S. Equipment: Instructor shall provide working equipment that supports online recreation program in order to broadcast live class, providing audio and video, at the agreed scheduled time(s).

### III. **Obligations of CITY**

- A. Compensation: In consideration for the services INSTRUCTOR provides under this AGREEMENT, INSTRUCTOR shall be compensated at the rates and in the amount agreed upon in **Attachment E** (Compensation for Services) which is attached and hereby incorporated by reference.
- B. Payments: Within ten (10) days of INSTRUCTOR's last class CITY will provide INSTRUCTOR with an invoice detailing the percentage of collected revenues INSTRUCTOR is owed. INSTRUCTOR will review the invoice and return it to CITY within ten (10) days of receipt indicating INSTRUCTOR approval. Unless otherwise agreed in writing, CITY shall compensate INSTRUCTOR, in full, thirty (30) days from date of receipt of non-disputed invoice. Any

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disputes regarding the invoice should follow the procedures described in Section IV subdivision C (Disputes).

- C. Performance: CITY retains the right to review the INSTRUCTOR's performance, the scope of work, described in Attachment A, and regulate the use of CITY facilities. However, INSTRUCTOR shall be responsible for determining the most appropriate method of actually conducting the activity.
- D. Class Space: Supply the INSTRUCTOR with a suitable location for the class.
- E. Registration: Register participants, collect class fees, prepare class rosters and promote classes.
- F. Proprietary Information: INSTRUCTOR'S business records and financial information are proprietary in nature and kept confidential.
- G. Online Recreation Instruction Program: City shall schedule participants with online instruction program, email meeting ID and Password and monitor participation by taking attendance at the start of classes.

### IV. General Provisions and Considerations

- A. Status of INSTRUCTOR: At all times during the term of this AGREEMENT, INSTRUCTOR is an independent contractor and shall not be deemed an employee of CITY.
  - 1. No Authority to Act on Behalf of CITY: INSTRUCTOR shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent, except as CITY may specifically provide in writing. INSTRUCTOR shall have no authority, express or implied, to bind CITY to any obligation whatsoever.
  - 2. CITY Employee Benefits Non-Applicable: Because INSTRUCTOR is an independent contractor and not an employee of CITY, INSTRUCTOR is not eligible for any CITY employee benefit plans including medical, life, or disability insurance, unemployment benefits, or worker's compensation, or any other CITY personnel policies.
- B. Assignability: INSTRUCTOR shall not assign, delegate, or transfer this AGREEMENT and any work hereunder, without express written agreement from the CITY, nor assign any monies due or to become due hereunder except as expressly stated herein. Consent to one assignment shall not be deemed consent to any subsequent assignment. CITY has no obligation to pay money to any person, party or subcontractor other than INSTRUCTOR.
- C. Disputes:
  - 1. Should a dispute arise regarding the performance of this AGREEMENT, the following procedures shall be used to address any question of fact or interpretation not otherwise settled by agreement between the parties. Any item of dispute shall be reduced to

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writing by the complaining party. A copy of such documented dispute shall be forwarded to the other party along with recommended method(s) of resolution. The party receiving the letter shall reply to the letter along with a recommended method of resolution within (10) days of receipt of the letter.

2. If the dispute is not resolved at staff level, within five (5) CITY working days of the receiving party response, the aggrieved party shall deliver to the City Manager's office a letter outlining the dispute for the City Manager's review. The City Manager, at his/her sole discretion, may respond as he/she deems appropriate, including recommendations for resolution, discussions, or rejection of the dispute within fifteen (15) CITY working days of receipt of the complaint.
  3. If the dispute remains unresolved after the parties have exhausted the procedures outlined in this section, the parties may then seek remedies available to them under this AGREEMENT and at law, including, but not limited to, under the termination procedures. This provision does not relieve INSTRUCTOR of its obligation and INSTRUCTOR is required to timely comply with all applicable provisions of the Government Claims Act before initiating any legal proceeding against CITY.
- D. Notices: Any notices to be given under this AGREEMENT or otherwise shall be by personal service or certified mail. For purposes hereof, unless otherwise provided in writing by the parties hereto, the address of the CITY and the proper person to receive any notice on the CITY's behalf is:

Director  
Parks, Recreation and Cultural Arts Department  
City of Encinitas  
505 South Vulcan Ave.  
Encinitas, CA 92024

For purposes hereof, unless otherwise provided in writing by the parties hereto, the address of INSTRUCTOR and the proper person to receive any notice on the INSTRUCTOR's behalf is:

**Instructor Name and Address:**

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- E. Severability: If any terms or conditions of this AGREEMENT are held by a court of competent jurisdiction to be invalid or unenforceable, the remaining terms and conditions of this AGREEMENT will remain in full force and effect, binding on the parties hereto and shall not be affected, impaired or invalidated in any way.

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- F. Indemnity and Hold Harmless: INSTRUCTOR agrees to defend, indemnify and hold the CITY and CITY's officers, officials, employees, volunteers and agents harmless from, and against any and all liabilities, claims, demands, causes of action, losses, damages and costs, including all costs of defense thereof, arising out of, or in any manner connected directly or indirectly with, any acts or omissions of INSTRUCTOR or INSTRUCTOR'S agents, employees, subcontractors, officials, officers or representatives. Except as otherwise provided in this Section, upon demand, INSTRUCTOR shall, at its own expense, defend (with attorneys approved by CITY) CITY and CITY's officers, officials, employees, volunteers and agents, from and against any and all such liabilities, claims, demands, causes of action, losses, damages and costs.

INSTRUCTOR'S obligation herein does not extend to liabilities, claims, demands, and causes of action, losses, damages or costs that arise out of the CITY'S intentional wrongful acts, CITY's violations of law, or the CITY's sole acts of negligence.

### V. Termination

- A. Endangerment or Inappropriate Behavior: In the event CITY, in its sole and absolute discretion, determines that INSTRUCTOR's provision of services, programs and/or staff endangers the public health, safety and/or welfare of participants or facilities or constitutes inappropriate behavior, CITY reserves the right to terminate this AGREEMENT immediately.
- B. Failure to Comply: In the event INSTRUCTOR fails to comply with any terms expressed in this AGREEMENT, CITY may immediately cancel, terminate or suspend this AGREEMENT, in whole or in part. INSTRUCTOR may be ineligible for further agreements and CITY may seek other remedies as provided by law.
- C. Insufficient Enrollment: CITY reserves the right to cancel a class, or this AGREEMENT immediately should program enrollment not meet minimum participation requirements of twenty-five percent (25%) of the established maximum enrollment within three (3) business days from the start of the class. Should enrollment drop during the program, INSTRUCTOR is still obligated to provide services unless program is cancelled by CITY.
- D. Termination for Convenience:
1. INSTRUCTOR may terminate this AGREEMENT at any time by delivering thirty (30) days written notice to the CITY's Parks, Recreation and Cultural Arts Department prior to the effective date of termination.
  2. CITY may terminate this AGREEMENT for any reason, with or without cause, by delivering notice to INSTRUCTOR and effective upon date of notification.
  3. If CITY cancels the program after minimum enrollment is met, the program is in session, and said cancellation is at no fault of INSTRUCTOR, CITY shall compensate INSTRUCTOR for services provided to that point.

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## VI. Execution of Agreement

- A. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

CITY OF ENCINITAS

INSTRUCTOR OR COMPANY NAME

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Date



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## ATTACHMENT A, PROGRAM DESCRIPTION AND SERVICES

|   |  |
|---|--|
| ANTICIPATED PROGRAMMING SEASON(S) FOR FISCAL YEAR<br>(July 1 – June 30)   | <ul style="list-style-type: none"><li>✓ Summer (late June, July, August, September)</li><li>✓ Fall (October, November, December)</li><li>✓ Winter (January, February, March)</li><li>✓ Spring (April, May, early June)</li></ul> |
| GENERAL PROGRAM DESCRIPTION<br>(e.g., program type: dance, yoga, fitness, basketball, surf and age category: tiny tot, youth/teen, adult, senior) |  |
| ANTICIPATED PROGRAM DAYS AND TIMES  |  |
| FACILITY LOCATION<br>(e.g., Community Center, Senior Center, ECP, Glen Park)  |  |
| PROGRAM EQUIPMENT<br>(e.g., tables, chairs, mats, audio or video equipment)   |  |
| INSTRUCTOR PROVIDED PROGRAM MATERIALS   |  |
| PROGRAM MARKETING MATERIALS<br>(e.g., Social Media, Recreation Guide)   |  |

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### ATTACHMENT B, SUPPLEMENTAL QUESTIONNAIRE

Pursuant to California Public Resources Code § 5164, this form must be completed by all applicants for positions involving supervisory or disciplinary authority over any minor.

**Please Answer All Questions Below**

|        |  |     |    |
|--------|--|-----|----|
| 1      | Have you ever been convicted of sexual assault or assault with intent to commit mayhem?  | YES | NO |
| 2      | Have you ever been convicted of unlawful sexual intercourse with a person under age 18?  | YES | NO |
| 3      | Have you ever been convicted of rape?  | YES | NO |
| 4      | Have you ever been convicted of the rape of a spouse?  | YES | NO |
| 5      | Have you ever been convicted of willful harm or injury to a child?   | YES | NO |
| 6      | Have you ever been convicted of child endangerment?  | YES | NO |
| 7      | Have you ever been convicted of corporal punishment or injury to a child?  | YES | NO |
| 8      | Have you ever been convicted of willful infliction of corporal injury to a spouse, former spouse, cohabitant, or mother or father of your child?   | YES | NO |
| 9      | Have you ever been convicted of any sexual crime or offense?   | YES | NO |
| 10     | Have you ever been convicted of any of the following crimes or of an attempt to commit any of the following crimes?  |     |    |
| 10.1   | Kidnapping?  | YES | NO |
| 10.1.1 | If yes, were you convicted of kidnapping or attempted kidnapping with the intent to commit rape, sodomy, lewd or lascivious acts, oral copulation, or forcible acts of sexual penetration?                       | YES | NO |
| 10.2   | Kidnapping for ransom?   | YES | NO |
| 10.2.1 | If yes, were you convicted of kidnapping for ransom or attempted kidnapping for ransom with the intent to commit rape, sodomy, lewd or lascivious acts, oral copulation, or forcible acts of sexual penetration? | YES | NO |
| 10.3   | Sexual battery?  | YES | NO |
| 10.4   | Aiding, abetting or soliciting the rape, rape of a spouse, or forcible acts of sexual penetration?   | YES | NO |
| 10.5   | Enticement of an unmarried minor female for purposes of prostitution?  | YES | NO |
|        | Have you ever been convicted of any of the following crimes or of an attempt to commit any of the following crimes:  |     |    |
| 10.6   | Aiding and abetting the enticement of an unmarried minor female for purposes of prostitution?  | YES | NO |

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|       |  |     |    |
|-------|--|-----|----|
| 10.7  | Inducing sexual intercourse with another when the other's consent is procured by false pretenses with the intent to create fear? | YES | NO |
| 10.8  | Pimping of a minor?  | YES | NO |
| 10.9  | Pandering of a minor?  | YES | NO |
| 10.10 | Procurement of a child under 16 years of age for lewd or lascivious acts?  | YES | NO |
| 10.11 | Abduction (taking away) of a person under age 18 for purposes of prostitution?   | YES | NO |
| 10.12 | Aggravated sexual assault of a child under 14 years of age?  | YES | NO |
| 10.13 | Incest?  | YES | NO |
| 10.14 | Sodomy of a minor?   | YES | NO |
| 10.15 | Lewd or lascivious acts or the solicitation of the same upon or with the body or any part of a minor?                            | YES | NO |
| 10.16 | An act of oral copulation with a minor?  | YES | NO |
| 10.17 | Continuous sexual abuse of a child?  | YES | NO |
| 10.18 | Forcible acts of sexual penetration or the solicitation of the same?   | YES | NO |
| 10.19 | Selling, distributing, printing or exhibiting of child pornography?  | YES | NO |
| 10.20 | Sexual exploitation of a child?  | YES | NO |
| 10.21 | Employment or use of a minor to perform prohibited acts?   | YES | NO |
| 10.22 | Advertising child pornography?   | YES | NO |
| 10.23 | Possession of child pornography?   | YES | NO |
| 10.24 | Annoying or molesting a child under 18?  | YES | NO |
| 10.25 | Solicitation of rape by force or violence, sodomy by force or violence, or oral copulation by force or violence?                 | YES | NO |
| 10.26 | Indecent exposure?   | YES | NO |
| 10.27 | Procuring, counseling, or assisting any person to commit indecent exposure?  | YES | NO |
|       | Have you ever been convicted of any of the following crimes or of an attempt to commit any of the following crimes?              |     |    |
| 10.28 | Contributing to the delinquency of a minor?  | YES | NO |
| 10.29 | Sending harmful material to a minor with the intent to seduce said minor?  | YES | NO |
| 11    | Have you ever been convicted of armed robbery?   | YES | NO |
| 12    | Have you ever been convicted of armed carjacking?  | YES | NO |

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|    |   |     |    |
|----|---|-----|----|
| 13 | Have you ever been convicted of assault or attempted murder of a public official?                                   | YES | NO |
| 14 | Have you ever been convicted of false imprisonment?   | YES | NO |
| 15 | Have you ever been convicted of assault?  | YES | NO |
| 16 | Have you ever been convicted of battery?  | YES | NO |
| 17 | Have you ever been convicted of murder?   | YES | NO |
| 18 | Have you ever been convicted of mayhem?   | YES | NO |
| 19 | Have you ever been convicted of a crime that requires you to register as a sex offender in the State of California? | YES | NO |

### CERTIFICATION OF APPLICANT

I hereby certify that all responses herein are true and correct, and I understand and agree that any misstatement or omission of material fact may cause forfeiture on my part of all rights to employment by this City.

INSTRUCTOR OR COMPANY NAME

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Date

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### ATTACHMENT C, CHECKLIST

| <b>Independent Name:</b>   |        | <b>Contractor</b>       |                 |              |                                   |         |                   |                            |                                   |   |
|--|--------|-------------------------|-----------------|--------------|-----------------------------------|---------|-------------------|----------------------------|-----------------------------------|---|
| Employee/Agent<br>or Volunteer<br>Name   | Status | Employment<br>Hire Date | Release<br>Date | Live<br>Scan | TB Test<br>Authorized<br>(2 yrs.) | CPR/DOE | First<br>Aide/DOE | Completed<br>Questionnaire | Required<br>Mandated<br>Reporting | Contractor's initials<br>verifying all complete |
|  |        |                         |                 |              |                                   |         |                   |                            |                                   |   |
|  |        |                         |                 |              |                                   |         |                   |                            |                                   |   |
|  |        |                         |                 |              |                                   |         |                   |                            |                                   |   |
|  |        |                         |                 |              |                                   |         |                   |                            |                                   |   |
|  |        |                         |                 |              |                                   |         |                   |                            |                                   |   |
|  |        |                         |                 |              |                                   |         |                   |                            |                                   |   |
|  |        |                         |                 |              |                                   |         |                   |                            |                                   |   |
|  |        |                         |                 |              |                                   |         |                   |                            |                                   |   |
|  |        |                         |                 |              |                                   |         |                   |                            |                                   |   |
| I hereby certify that the above is true and correct and that I am an authorized representative of the above stated Independent Contractor. |        |                         |                 |              |                                   |         |                   |                            |                                   |   |
| Signature:   |        |                         |                 |              |                                   |         |                   |                            |                                   |   |
| Printed Name:  |        |                         |                 |              |                                   |         |                   |                            |                                   |   |
| Date:  |        |                         |                 |              |                                   |         |                   |                            |                                   |   |
| City of Encinitas<br>For Internal Use:   |        |                         |                 |              |                                   |         |                   |                            |                                   |   |

ATTACHMENT D, MANDATORY REPORTING

**ACKNOWLEDGMENT OF MANDATED REPORTING REQUIREMENTS,  
RECEIPT OF TRAINING, AND RECEIPT OF PENAL CODE STATUES**

A mandated reporter is an individual who is obligated by law to report suspected cases of child abuse and neglect. In general, any individual who, in the ordinary course of their employment, has contact with children is a mandated reporter. Mandated reporters include childcare workers, teachers, and coaches. (California Penal Code § 11165.7.)

If your job duties as an employee or an independent contractor of City of Encinitas include contact with children, you are a Mandated Reporter. Prior to commencing employment and as a prerequisite of that employment, California law requires that you sign a statement to the effect that you have knowledge of the provisions of the Mandated Reporter Law and will comply with those provisions. (California Penal Code § 11166.5.)

The following are your Mandated Reporter responsibilities under California law. You are also being provided with a separate informational document that includes the text of the California Mandated Reporter Law and contact information for Child Abuse and Neglect Reporting for the County of San Diego. Please review this information carefully and acknowledge your receipt and understanding where indicated. ***If you have questions or concerns about this form or your Mandated Reporter responsibilities, please contact Human Resources, Risk Management or your Supervisor.***

I understand that:

- By virtue of my employment or independent contractor status with City of Encinitas, and because my employment requires me to have contact with children, I am a Mandated Reporter as defined by California Penal Code §11165.7.
- The following situations trigger mandatory reports: a) Physical Abuse (willful harming of a child); b) Sexual Abuse including sexual assault, child exploitation, pornography, and trafficking; c) Severe or General Neglect; and d) Extreme Corporal Punishment (resulting in injury). (Cal. Pen. Code § 11165 et seq.) I further understand that I may, but am not required to, report suspected Emotional Abuse. (Cal. Pen. Code § 11165.05.)

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- If I reasonably suspect that a child is being abused, I must immediately make a telephone report. I must follow up with a written report within 36 hours. This report may be made to local law enforcement, or County Sheriff's Department, Probation Department or Child Welfare Agency. (Cal. Pen. Code § 11166(a).)
- If I reasonably suspect that a child is being abused, I may consult with my supervisor or management. My supervisor and I may agree to file a joint report, but I understand that even if my supervisor disagrees with me, if I reasonably suspect that a child is being abused, I must make a report. (Cal. Pen. Code § 11166(h).)
- I am not required to, but I may, share information about suspected abuse with my supervisor or management or the parents of the alleged victim.
- When I make a mandated report, I will be required to give my name. However, my identity will be kept confidential unless I either consent to disclosure or if disclosure is made pursuant to a court order. Further, agencies investigating the mandated report may disclose my identity to one another. (Cal. Pen. Code § 11167(d).)
- The following agencies and individuals receiving or investigating mandated reports may disclose my identity to one another:

Prosecutors in a criminal prosecution or in an action initiated under section 602 of the Welfare and Institutions Code arising from alleged child abuse;

Counsel appointed pursuant to subdivision (c) of Section 317 of the Welfare and Institutions Code;

The county counsel or prosecutor in a proceeding under Part 4 (commencing with Section 7800) of Division 12 of the Family Code or Section 300 of the Welfare and Institutions Code;

A licensing agency when abuse or neglect in out-of-home care is reasonably suspected. (Cal. Pen. Code § 11167.5.)

- I may not be disciplined, dismissed, retaliated against, discriminated against or harassed for making a mandated report of reasonably suspected child abuse.
- As a Mandated Reporter, I have civil and criminal immunity when making a report. (Cal. Pen. Code § 11172.)

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- As a Mandated Reporter, **it is a misdemeanor to fail to comply with Mandated Reporting laws and I can be held criminally liable for failing to report suspected abuse.** The penalty for this is up to six months in County jail, a fine of not more than \$1000, or both. I further understand I could be civilly liable for failure to report. (Cal. Pen. Code § 11166(c).)

I have been provided with a copy of California Penal Code sections 11164-11174.3 (Mandated Reporter Law).

I understand that I am a legally Mandated Reporter. I am aware of, understand my responsibilities under the Mandated Reporter laws of this state, and am willing and able to comply. I understand that a copy of this Acknowledgement will be kept in my personnel file.

### **COUNTY CHILD WELFARE SERVICE AGENCY MAILING ADDRESS AND EMERGENCY RESPONSE (CHILD ABUSE REPORTING) TELEPHONE NUMBER:**

#### **SAN DIEGO**

Director, San Diego County CWS  
Agency

1700 Pacific Highway, M.S. P501

San Diego, CA 92101

858-560-2191

[www.co.san-diego.ca.us](http://www.co.san-diego.ca.us)

INSTRUCTOR OR COMPANY NAME

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Date



## AGREEMENT TO PROVIDE INDEPENDENT CONTRACTOR INSTRUCTOR SERVICES

### ATTACHMENT E, COMPENSATION FOR SERVICES

The CITY shall pay INSTRUCTOR for the services INSTRUCTOR provides under this Agreement as described in Attachment A (Program Description and Services), not to include the non-resident and administrative fees, as follows:

\_\_\_\_\_ % of collected revenues for the in-person programs INSTRUCTOR teaches as described in Attachment A.

This AGREEMENT shall not exceed \$\_\_\_\_\_ during the initial term and \$\_\_\_\_\_  
\_\_\_\_\_ during the renewal term for a combined total not to exceed \$\_\_\_\_\_  
\_\_\_\_\_.

Contractor Initials: \_\_\_\_\_

Date: \_\_\_\_\_