



**City of Paso Robles
Independent Contract Instructor
Application Process**

Thank you for your interest in becoming an Independent Contract Instructor for the City of Paso Robles, Library and Recreation Services. Our programs, classes, and events enhance the quality of life for so many in our community. With a growing population and ever-changing needs, we are always open to opportunities to complement our current programming.

Promoting our Classes

In order to promote our activities, we produce three activity guides each year that are distributed by mail to over 18,000 residents and to various locations throughout the City of Paso Robles. These guides, along with our website and online registration system, are the main resources we use for advertising. We also promote activities through news releases, monthly magazine advertising, and flyers in the lobby at Centennial Park.

Beginning the Process

Please fill out and return the following two forms to begin the application process:

- *Confidential History with references and copies of certifications*
- *Proposals for your classes (separate proposal for each class title)*

Fingerprint Clearance & Insurance Coverage

After we check your references and review your proposals, I will send you the form for submitting fingerprints for clearance. Regardless of previous fingerprinting, you will need to submit fingerprints through our department. Depending on what you would like to teach, you may also be required to obtain insurance coverage.

Appointment to Sign Paperwork and Finalize Details

After we receive notification of your fingerprint clearance, I will schedule an appointment with you to explore options regarding your proposed classes. We will do our best at that time to accommodate your specific classes based on space availability and timeliness of your proposals. At our meeting, I will give you a copy of our Contract Instructor Handbook and review department policies, registration procedures, payment for contractor services, and emergency procedures. You will also fill out and sign the following:

- *W9*
- *Independent Contract Instructor Agreement*

If you have any questions or need clarification regarding the application process, please feel free to call or email me at any time.

I hope to hear from you soon and look forward to discussing your ideas!

*Trine Marlen, Recreation Marketing Coordinator
Office: Centennial Park, 600 Nickerson Drive, Paso Robles 93446
Phone: 805.237.3994 Fax: 237-6424
Email: tmarlen@prcity.com*



Instructor's Confidential History

Name _____ Date _____

Address _____ Zip _____

Primary phone _____ Work phone _____ Cell phone _____

Email: _____ Driver's License # _____

Please fill out the business information below if payments for services will be made to your business.

Business Name _____ Tax ID # (Businesses only) _____

City of Paso Robles Business License# _____

In case of an emergency, please notify the following person:

Name: _____ Phone: _____

Address: _____ Zip: _____

Relationship: _____

Please list three references that we may call and please include at least one previous employer.

Name/Position

Address

Phone/Email

(1) _____

(2) _____

(3) _____

List your qualifications to teach your class(es) such as credentials, certificates, education, training, experience, etc.: _____

PLEASE NOTE: You may attach copies of references, credentials, licenses, certificates, etc.
(Revised 11/22/2013)



2014 CLASS PROPOSAL

Deadline:

City of El Paso de Robles
Department of Library & Recreation Services

Closed on City Holidays

Activity Name _____ Today's Date _____

Instructor's Name _____ E-mail: _____

Address, City, Zip: _____

Phone _____

DAY

EVENING

CELL

May we list your phone number in the guide so the public can call you with questions? Yes No Day Evening Cell

NOTE: To reserve audio/visual equipment call 237-3991.

1. **Class Description:** Same as previous Changes or new - Use back of form.

2. **Mark days of class:** Sunday Monday Tuesday Wednesday Thursday Friday Saturday

3. **List dates and times for each session/month in spaces below. PLEASE USE ONE FORM PER CLASS.**

Beginning & Ending Dates of Sessions	Time Frame	Office Use: Session #	Punch Pass/Other#

4. **What type of facility do you prefer for your class?**
 White Oak Live Oak Banquet Room A B All
 Gymnastics Room Senior Center Gym
 Indoor Pool Outdoor Pool Other: _____

8. **Fees:** Instructor New \$ _____
 Participation fee \$ 10
 Registration fee \$ 2
 Total Session \$ _____
 Punch Pass #: 8 10 20 \$ _____

5. **Age range of participants:** _____

6. **Number of participants:** Minimum _____ Maximum _____

7. **Supply fees (payable to instructor):** \$ _____
 Supply fee (sibling or family): \$ _____

9. **Amount of Discount**
 Sibling: \$ _____ Family: \$ _____
 Other (Specify): \$ _____

Please Note: After using meeting rooms, set up the room per posted diagram.

For Office Use Only

Activity Guide Template:	Initials:	Date:	Changes: (Template)	Initials:	Date:
Activenet Input:	Initials:	Date:	Changes: (Activenet)	Initials:	Date:

Closed on City Holidays

New Years Day	1-1-2014	Veterans Day	11-11-2014
Martin Luther King, Jr. Day	1-20-2014	Thanksgiving Day	11-27-2014
Spring Break	4-14 thru 4-25, 2014	Day after Thanksgiving	11-28-2014
Presidents Day	2-17-2014	Christmas Eve	12-24-2014
Memorial Day	5-26-2014	Christmas Day	12-25-2014
Independence Day	7-4-2014	New Years Eve	12-31-2014
Labor Day	9-1-2014		

1. Class Description: (150 words or less)

1a. Pre-requisites: _____

1b. Special Clothing: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**CITY OF PASO ROBLES
CONTRACT INSTRUCTOR AGREEMENT
JULY 1, 2013 – JUNE 30, 2014**

This AGREEMENT entered into on _____ between:
Date

CITY: **CITY OF PASO ROBLES,
DEPARTMENT OF LIBRARY AND RECREATION SERVICES**
Recreation Division, 600 Nickerson Drive, Paso Robles, CA 93446
Phone (805) 237-3994 Fax (805) 237-6424

~ AND ~

CONTRACTOR:

Name: _____

Address: _____

City/State: _____ Zip Code: _____

Telephone (preferred #) _____ Ext. _____

Cell # _____ Fax # _____

E-mail address: _____

RECITALS

A. The Mission of the City of Paso Robles, Department of Library and Recreation is to provide for quality leisure experiences which meet the needs of a diverse population in a beautiful, clean, and safe environment.

B. The City desires to retain a qualified contractor to provide the services, necessary expertise, and materials that are identified in the Instructor Proposal. The services identified in the Instructor Proposal are herein referred to as Instructor Services.

C. Contractor offers to provide the Instructor Services on the terms and in the manner set forth herein.

NOW THEREFORE, in consideration of the terms and conditions herein set forth, the parties hereto agree as follows:

1. **TERM:** This Agreement will become effective on _____ and will continue in effect until _____ unless terminated in accordance with Section 10 of this Agreement.

2. **SCOPE OF SERVICES AND FEES:** Contractor shall perform and carry out in a professional manner the Instructor Services stated in the Instructor Proposal. The scope of Instructor Services and the fees, description, and conditions of the class or seminar, as stated in the Instructor Proposal, shall not be amended or modified without the express written consent of the City.

3. **MATERIALS:** Contractor shall provide all materials and equipment needed to perform the Instructor Services.

4. **COMPENSATION:** In consideration for the Instructor Services to be performed Contractor, the City agrees to pay Contractor _____ of all instructor class fees received. City shall collect and retain an additional \$2 fee for each registration as an administration/facility maintenance fee and a \$10 participation fee for each registration. Contractor shall turn in all receipts, monies, and all other required paperwork collected for the Instructor Services. Failure to turn in required paperwork and monies by the second class meeting, following the initial class, shall result in termination of this Agreement and Contractor may face legal action for delinquent fees. Payments to instructors are issued at the beginning of each month and are generally received by the instructor within two weeks. If the class or seminar ends mid-month, payment will be issued within two weeks of receipt of the class attendance sheet.

5. **CLASS CANCELLATION:** A class or seminar may be cancelled by the Contractor after the first class upon notification to the Recreation Marketing Coordinator. If this person cannot be reached, then notification must be made to the registration office by calling 805.237.3988. A Cancellation form must also be submitted. Classes cannot be cancelled if the minimum number of participants identified in the Instructor Proposal has been met. Cancellation of class must be made at least 2 business days before the start of the second class meeting in order to give sufficient time to notify participants. Please deliver the Cancellation notice to the registration office, email to recservices@prcity.com, or fax to 805.237.6424.

6. **SUBSTITUTES:** In the event Contractor is unable to attend a class, he/she shall secure at his/her own expense a substitute Contractor. All personnel engaged to perform substitute work shall be qualified to perform such services and have an approved subcontractor form or approved Instructor Agreement on file with the City. Fingerprint clearance through the City of Paso Robles is also required. The City shall be advised of Contractor's intended absence as soon as practical. If the Contractor is unable to attend class for more than two consecutive sessions, the City reserves the right to terminate this Agreement for cause and obtain a substitute contract instructor of its choosing to complete the remainder of the class as scheduled.

7. **FACILITIES:**

a. City grants permission for Contractor to use City facilities as specified on the approved Instructor Proposals for conducting said class on an as-available basis. Damages to City facilities or equipment are the sole responsibility of Contractor and could result in termination of this Agreement.

b. Contractors are allowed to set up tables and chairs at City facilities if the set up needs to be changed to accommodate their class or event. At the end of the class or event, Contractors must return the room to the specified room set up (see posted diagram). Please follow these guidelines when using City property:

1. Inspect all equipment and furniture to insure that it is in good condition.
2. Any broken or unsafe equipment must be reported to City staff immediately.
3. Contractors and their assistants must use safety precautions when handling furniture which would include proper lifting and bending; no horseplay; not allowing small children in the facility during set up of tables and chairs; and proper care in handling City property.

c. Contractor shall complete a School District Facility Use Permit as a condition of approval of this Agreement, if the proposed class or event is to be held at the Municipal Pool, located at 28th & Oak Streets, during the months of September through June, or at any other school site.

d. Contractor shall maintain any facility used by Contractor in neat, clean and sanitary condition. Contractor shall not make any alterations to the facility, either temporary or permanent, without the prior written approval of the City.

8. **INDEPENDENT CONTRACTOR / BENEFITS:** The parties expressly intend that the services performed under this Agreement are to be performed by the Contractor as an Independent Contractor. The Contractor controls the method, process, and procedure for providing the Instructor Services. The Agreement is not intended to and shall not be construed to create the relationship BETWEEN THE PARTIES of agents, servant, employee, partnership, joint venture, or association.

The parties further expressly intend that Contractor will not be eligible for any group health insurance, life insurance, vacation, sick leave or any other benefits available to City employees employed under the Personnel Rules and Regulations of the City of Paso Robles. Contractor is not eligible for Federal Social Security, State Workers' Compensation, unemployment insurance, or Public Retirement Systems benefits. Contractor is responsible for payments of all Federal and State taxes applicable to payment for contract services performed under this Agreement.

9. **ADVERTISEMENT:** If this Agreement is approved by the City, classes outlined in the Instructor Proposal Forms will be advertised on the City's online registration site if they are approved. They will also be advertised in the City of Paso Robles Activity Guide as long as deadlines for the Instructor Proposals were met and the proposals were approved.

10. **TERMINATION:**

a. **Termination by the City.** The City may terminate this Agreement effective immediately upon Contractor's material breach of this Agreement. Material breach of this Agreement shall include, but is not limited to, destruction of City property, dishonesty, theft, the use of or being under the influence of alcohol or drugs during or immediately prior to instruction of the class, noncompliance with the spirit of the Mission Statement of the Department of Library and Recreation Services, or any situation in which it is reported and supported with evidence that participants were put in an unsafe position.

b. **Mutual Termination.** This Agreement may be terminated by either party at their sole discretion upon thirty (30) days advance written notice thereof to the other.

11. **DISCRIMINATION:** Contractor shall not discriminate in the employment of persons under this Agreement because of the race, color, national origin, age, ancestry, religion, physical or mental disability, or sex of such person nor discriminate against persons wishing to participate in programs or activities referenced in this Agreement.

12. **INSURANCE / INDEMNITY:**

a. (1) If insurance is required, the Contractor shall provide proof of current liability insurance in the amount of \$_____ naming the Contractor (or business) as the insured and the City of Paso Robles as additional insured. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by contractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to the City. Certificate of Insurance, an Additional Insured Endorsement (CG 20 26) or comparable document, and a Cancellation Notice must be received by the City prior to teaching. If a Cancellation Notice cannot be obtained from the insurance carrier, Contractor agrees to notify the City if insurance coverage is reduced or cancelled at any time during this contract period and will do so within three (3) business days of such change;

or (2) If liability insurance is *not required* pursuant to subsection (1), above, then it is recommended that the Contractor carry liability insurance.

b. The Contractor shall defend, indemnify, save and hold harmless the City and its officers, employees, agents, and authorized representatives from any and all suits, actions, legal or administrative proceedings, claims, demands, damages (including property damages), liabilities, interest, attorneys fees, costs and expenses of whatsoever kind or nature, arising directly or indirectly from or in any way connected with the services of Contractor or his/her agents, servants, employees, or subcontractors hereunder. Contractors aforesaid release, indemnity, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified, or held harmless to the fullest extent permitted by law, but in no event shall they apply in claims arising through the sole negligence or sole willful misconduct of the City, its officers, employees, or authorized representatives.

13. **CITY NOT OBLIGATED TO THIRD PARTIES:** The City shall not be obligated or liable for payment hereunder to any party other than the Contractor.

14. **ASSIGNMENT OF AGREEMENT:** The Contractor shall not assign this Agreement or any portion of the work, other than as designated herein, without the prior written approval of the City.

15. **INCORPORATION OF RECITALS:** Recitals A through C, above are incorporated herein by reference as though set out at length.

16. **PRIOR APPROVAL:** This Agreement and any amendments to this Agreement will not be effective until:

a. The Agreement is approved in writing by the Department of Library and Recreation Services; and

b. The Contractor has provided City with all pertinent forms and the Contractor has been successfully screened on an annual basis through fingerprinting by the Department of Justice pursuant to Penal Code Section 11105.3 or successor statute.

The CONTRACTOR agrees to the above information by signing and dating below. The CONTRACTOR has also received, read, and agrees to comply with the terms as stated in the contract instructor handbook.

Contractor's Signature Date: _____

***** Office Use *****

THIS AGREEMENT HAS BEEN *APPROVED* AND PROCESSED by the following Recreation staff member and a copy will be provided to the **CONTRACTOR:**

Department of Library & Recreation Services Date: _____

THIS AGREEMENT HAS BEEN *DENIED* BY THE FOLLOWING Recreation staff member and a copy will be provided to the **CONTRACTOR:**

Department of Library & Recreation Services Date: _____



CITY OF PASO ROBLES

CONTRACT INSTRUCTOR HANDBOOK

We look forward to working with you as an Independent Contract Instructor. We would like to thank you for partnering with the City of Paso Robles to help us fulfill our commitment to enhancing our community through people, parks, and programs.

REQUIRED FORMS

In order to contract with the City of Paso Robles Department of Library and Recreation Services, each contract instructor must complete the following forms prior to teaching:

1. **Instructor's Confidential History and the W9 (Request for Taxpayer ID Number and Certification)** are only required once prior to teaching. If your name or mailing address changes, a new W9 will have to be completed.
2. **Contract Instructor Agreement** is only required once per fiscal calendar year and expires every year on June 30.
3. **Contract Instructor Class Proposal Form is required** for each class. This information will serve as an outline for the contract instructor and an aid to help answer the many public inquiries. This is the information that will also appear in the Activity Guide. At this time, we produce three guides per year: (1) January through May, (2) June through August, and (3) September through December. A new Contract Instructor Class Proposal Form must be filled out and completed for each Activity Guide. Please submit your paperwork early as our facilities are in high demand. **Please note:** If you miss a deadline, you may lose the opportunity of having your class advertised in our Activity Guide. However, we will do our best to accommodate your request for a class or program in our overall schedule.

FINGERPRINTING

All independent contract instructors and their substitute and/or assistant instructors are required to be fingerprinted and cleared by the California Department of Justice before teaching classes affiliated with the City of Paso Robles. Fingerprinting done for any other agency cannot be used by the City of Paso Robles. If you have not been fingerprinted, please request a Live Scan form from our office and make an appointment at the police station by calling 805.227.7500. You may also go to any CCIS Live Scan service. You do not need an appointment at CCIS locations. The cost of fingerprinting will vary. Please bring a business check, cash, or credit card; your photo identification; and your Live Scan form with you.

INSURANCE

Insurance is required of certain contract instructors depending on the nature and location of the activities conducted in their classes. If insurance is required, the contract instructor must provide the following:

- Certificate of Liability Insurance specifically naming the contract instructor as insured and the City of Paso Robles as additional insured; and
- Additional Insured Endorsement, form CG 20 26 (or similar form), for Designated Person or Organization, naming the City of Paso Robles as additional insured.
- Notice of Cancellation: If this is available through your insurance carrier.

It is the responsibility of the contract instructor to keep insurance coverage current and provide a copy of current coverage to the Department of Library and Recreation Services. If insurance lapses, contract instructors may not continue teaching until verification of insurance is received.

CLASS FORMAT

It is left up to the discretion of the contract instructor to determine the content of the class and how class materials will be presented. However, keep in mind that the participant expects to have a fun, positive learning experience in a relaxed atmosphere, and hopes to receive quality instruction. This is a recreational class and not a college classroom. If you make your class an enjoyable and rewarding experience, the public will naturally come back!

MARKETING

The Department of Library and Recreation Services advertises classes in our Library and Recreation Services Activity Guide three times per year. This guide is mailed to all street addresses in the City of Paso Robles. Copies are also available at City Hall, Centennial Park, the Public Library, and many businesses. For additional publicity, the contract instructor may request assistance with flyers for our lobby or assistance with a press release to be sent to the local media. Please keep in mind that any information we send to the media will be used at their discretion.

If you choose to do your own flyers or press releases for classes affiliated with the City of Paso Robles and /or conducted at City facilities, they must be approved by the Department first. Any paid advertising the contract instructor wishes to do is the sole responsibility of the contract instructor.

All advertising for classes presented through the City must:

- Include the LRS department logo and/or
- Include the terminology “sponsored by Paso Robles Library & Recreation Services”
- Have approval through the Department of Library and Recreation Services prior to release.

If you would like us to run copies of flyers for you, please bring your own paper if you need more than 50 copies for your session. Contact the front desk at Centennial Park regarding this assistance. We further suggest that if you have excessive copies to make that you consider charging a materials fee. This fee will be paid directly to you to cover the cost of having the materials copied professionally. If you plan to charge a materials fee, this must be reflected on your Class Proposal Form.

CLASS REGISTRATION PROCEDURES

Registration for programs, classes or activities, affiliated with the City of Paso Robles, Department of Library and Recreation Services, is generally done at the registration office located at Centennial Park, 600 Nickerson Drive, in Paso Robles, California or online at www.prcity.com/RecreationOnline. Office hours for the registration office are Monday through Friday, from 12:00 to 5:00 p.m., except posted holidays. Please call 237-3988 for registration details or directions.

A Registration Form/Liability Waiver must be signed and on file with the office of the Department of Library and Recreation Services BEFORE any participant will be allowed to participate in any City program, class or activity affiliated with the City of Paso Robles. A participant who is allowed by the instructor to take “the first class free” is not exempt!

We have done our best to make registration as convenient for our participants as possible. The Activity Guide has a registration form or it can be downloaded from our website at www.prcity.com/recreation.

Registration can be accomplished by the following methods:

- **Walk-in Registration:** Payment at Centennial Park Registration Office between the office hours of 12:00 to 5:00 p.m., Monday through Friday. Prior notification will be posted when the office will be closed for holidays.
- **On-line Registration:** Payment may be made online at www.prcity.com/recreationonline.
- **Mail Drop System:** Before or after hours, when the door is open to the Centennial Park lobby, our mail drop slot in the registration door can be utilized. Completion of the registration form is required and **ONLY CHECKS** (no cash please) made payable to the City of Paso Robles can be used.
- **Faxed Registration at (805)237-6424:** A credit card number must be given and a receipt will be sent by mail or email. The waiver on this registration form must be signed.
- **Mail-in Registration:** A check or money order payable to the City of Paso Robles may be mailed with a completed registration form.

- **Paying in Class:**

It is possible that a contract instructor may have participants show up to class who are not on the class roster because they have not pre-registered. Please keep in mind the following:

1. A Registration Form/Liability Waiver must be signed at the beginning of each new class session or on the participant's first class attendance date **before they participate**. Forms are available in the lobby at Centennial Park, online at www.prcity.com/recreation, in the Activity Guide, and at various off-site locations such as the indoor Municipal Pool.
2. Course attendance sheets, with a signed waiver, must be turned in monthly (or when the class session ends) if registrants do not sign an individual registration/waiver form. Prior permission from the Department of Library and Recreation Services is required for this type of registration.
3. Allowing registration in class should not overcrowd the class and/or facility.
4. Participant may pay the contract instructor by check (made out to the **City of Paso Robles**) or by credit card (information must appear on the form). These forms and accompanying payments must be turned into the registration desk before the second class. After office hours, non-cash payments may be placed in a sealed envelope and put in the drop slot of the Registration Desk.

- **Accessing registration information online**

- *Go to www.prcity.com/RecreationOnline and

- *Click on Sign In on top right of screen

- *Your user name is your first initial and your last name, as in tsmith for Tom Smith. Your password is the same except for adding the number "1", as in tsmith1. If you forget your password, the answer to the question "What is your favorite color?" is "red."

- *Go to Instructor Information which is on the right of screen. You can access rosters for your class that include names, phone numbers, etc. Please call 237-3988 if you need details.

CLASS CANCELLATIONS

Contract instructors are required to obtain a roster no later than 3 days prior to their class starting date which indicates all participants who are paid and pre-registered. If the number pre-registered does not meet either the department or the contract instructor's class minimum, the contract instructor has the option of canceling the class. In making the decision to cancel, the contract instructor should keep in mind that participants may wait until the day of the class to sign up. If you have *not* officially cancelled,

we request that you show up for the first class as participants do not always preregister.

If the Contract Instructor does decide to cancel a class, please follow these guidelines:

1. Please call the front desk at 237-3988 and fill out a Cancellation form at least two business days prior to the first class meeting. Please drop the form off at the registration desk, email to recservices@prcity.com, or fax to 805-237-6424.
2. Registration staff will notify participants that the class has been cancelled and explain that they may keep a credit on their account or receive a full refund in the mail in approximately two weeks.

NOTE: If the contract instructor is ill, he/she may either find a qualified replacement to conduct the class, or notify all class participants and offer a make-up class. Fingerprint clearance and a confidential history are required for all substitutes. This paperwork must be completed and a copy on file with the Department of Library and Recreation Services prior to using substitute instructors. The Contract Instructor is responsible for notifying the Registration Office at 805.237.3988, and the Recreation Marketing Coordinator at 805.237.3994, of any substitute instructors or similar changes to the class. If the class takes place in our facilities, and times or dates need to be changed, please call 805.237.3991 to reserve and/or change facility usage.

PARTICIPANT REFUNDS & CREDITS

For ongoing classes, participants may drop after they attend the first class meeting and receive a refund or credit, but they must request a refund from our office *before the second class*. No refunds will be issued after the second class. For one-day classes or seminars, the participant must notify the Registration Office at least five business days before the class takes place. We encourage contract instructors to call participants that do not show up for class as a courtesy. It is the participant's responsibility to call Centennial Park Registration Office, at 237-3988, to request the refund and there will be a \$7 processing fee applied. A refund check will be mailed from the City Finance Department within two weeks for all cash payments or after checks made in payment have cleared. In order to avoid the \$7 fee, a participant may choose to keep the money on their account as a credit to be used for future registration fees.

CLASS CHANGES

Contract instructors may not make any changes in their general class content/description, price, or schedule once it has been printed in the Activity Guide without prior approval of the Recreation Marketing Coordinator. All class changes made after proposals are submitted must be filled out on a Change Notice and approved by the Recreation Marketing Coordinator. Changes must be made prior to the production deadlines for each Activity Guide.

CLASS MATERIAL & SUPPLIES

Contract instructors are responsible for supplying all materials necessary for class instruction. Any supplies the participant is expected to buy and/or bring to class should be listed on your Contract Instructor Class Proposal Form. Contract instructors may choose to charge a separate material's fee that must be listed in the Contract Instructor Class Proposal Form and is to be paid to the contract instructor.

CONTRACT INSTRUCTOR PAYMENTS

Contract instructors are required to review their course roster sheet, before their class starts, to keep track of attendance and verify that everyone attending has paid. Roster sheets, and course attendance sheets, are available online using your contract instructor account information. For monthly ongoing classes, the contract instructor is required to make sure all participants in his/her class have paid their fees in full PRIOR to the second class meeting. It is up to the contract instructor to review an updated roster sheet

before the end of the month to verify that all students that have been attending for the month have paid their registration fees in full. Payments to contract instructors are issued monthly within two weeks after the first of the following month. If class sessions are not monthly, please turn in a Course Attendance Sheet to assure proper payment. If you have any questions regarding your contract payment, please call the Recreation Marketing Coordinator at 237-3994.

USE OF CITY FACILITIES

If you use a City facility to conduct your class, *please make sure you clean the room before leaving and restore the original set-up of tables and chairs as posted in the room.* Make sure all costumes, equipment, papers, trash, etc., are cleaned up before you leave. Our facilities incur heavy usage and in order to avoid problems with the next user, *clean-up is a must!* Any damage or discovery of an unsafe situation in the facility must be reported immediately to City staff on duty. Please be aware that each contract instructor is financially responsible for any and all damages to a City facility during the time they have it reserved to conduct class.

TRANSPORTATION POLICY

Contract instructors will at no time transport patrons, including before, during, or after the class session.

EMERGENCY PROCEDURES AND TREATING THE INJURED

As a Contract Instructor using City facilities or teaching a class affiliated with the City of Paso Robles, you should know and adhere to the following procedures should an emergency arise during your class:

- **EXITS:** Emergency exit drawings of the Centennial Park facility are displayed in each room. If your class is held at the Centennial Park, please study and locate all exits with your participants. For everyone's safety, the contract instructor will be responsible and held accountable for educating his/her students of this vital information.
- **EMERGENCY ASSISTANCE:** If you are holding a class at Centennial Park, and an illness or injury occurs during your class, we have staff available during regular business hours from 12:00 to 5:00 p.m., Monday – Friday, except for holidays. Phone numbers for after-hours staff are posted throughout the facility. If after-hours staff is not available, please call the Recreation Services Manager at 391-0988.
- **ACCIDENT REPORT:** For any fall or injury during your class, you will need to fill out an Accident Report on the same day and drop it off at the front desk at Centennial Park. If someone becomes ill in your class, please fill out an incident report and drop it off at the front desk at Centennial Park. In either case, one of our staff members will follow up with you and the participant involved.
- **CALLING 911:** Please call 911 if someone is seriously injured in your class. For your information, if you need to call 911, or make a local telephone call, you may come to the front desk at Centennial Park during regular business hours or use the phone in the gymnasium office when the gymnasium is open. If you own a cell phone, we highly recommend bringing it to class. Please do not answer your phone while your class is in session except in cases of emergency.
- **PRIORITIES IN EMERGENCIES:** Should an emergency arise, your first priority should be the safety of your class. The City strongly urges you carry a first aid kit and to locate all exits, telephones, fire extinguishers, and emergency supplies at City facilities before your class. If you need assistance in locating these, please contact City staff.