

PLEASANT VALLEY RECREATION AND PARK DISTRICT

Independent Contract Instructor Handbook



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1.0 WELCOME & INTRODUCTION

Thank you for your interest in becoming an Independent Contracted Instructor with the Pleasant Valley Recreation & Park District (District). We are excited about the possibility of working together to reach our common goals in jointly serving our community. The District is dedicated to building strong community connections through the provision of educational and recreational opportunities. This handbook provides requirements on becoming an Independent Contracted Instructor with the District including our guidelines, tips for managing your activities, and most importantly, what you will need to know about handling an incident or emergency. The information contained in this handbook is intended to serve as a resource for Independent Contracted Instructors as they begin providing classes and activities for the Camarillo community.

PLEASANT VALLEY RECREATION & PARK DISTRICT

The Pleasant Valley Recreation & Park District, an independent special district (separate from the City of Camarillo), was formed in January 1962 under the State Public Resources Code of California. The birth of the District was approved by the voters in the Camarillo community to provide quality programs, parks and facilities that could be enjoyed by everyone. The District, which is in and around the city of Camarillo, serves a population of over 70,000 and covers an area of approximately 45 square miles. It has grown from one park to 28 parks since its inception in 1962. Within the District, a variety of recreational facilities exist including: a senior center, an indoor aquatic center, a community center, dog parks, lighted ball fields, tennis and pickleball courts, a running track, walking paths, premier soccer fields, hiking trails, picnic pavilions, children's play equipment, barbecue areas and much more.

OUR MISSION

Pleasant Valley Recreation & Park District will provide and maintain a full range of quality facilities and programs focused on leisure, recreational and athletic activities for residents of the District. Facilities will support both organized activities and casual use and will address the interests and needs of all age groups.

CUSTOMER SERVICE PHILOSOPHY

Our goal is to deliver the highest quality recreation programs and classes possible to our community in a balanced and equitable manner. As an organization, it is important we understand the manner in which we treat our customers will have a lasting effect on the way our organization is perceived. Therefore, the services you provide as an Independent Contracted Instructor must be easily understood by the customer and effectively address the customer's needs or interests. Independent Contracted Instructors must be cognizant of the responsibilities within the agreement including responsibilities to assist the District in building a healthy community.

DEFINITION OF AN INDEPENDENT CONTRACTED INSTRUCTOR

A person or business who performs services for the District under an Independent Contracted Instructor Agreement and who is not subject to the control of the District as to the manner and means of performing the services, not as an employee of the District.

This means both parties will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of one another. Independent Contracted Instructors are not employees of the District, and thus are not entitled to any of the rights, benefits, or privileges of employment such as unemployment benefits or workers compensation. While an Independent Contracted Instructor may seek employment with the District,

your status as an Independent Contracted Instructor does not give you any "special consideration" prior to, during, or after the recruitment process.

For more detailed information regarding the independent contractor relationship, please consult the Independent Contracted Instructor Agreement. If there is any discrepancy or inconsistency between the Independent Contracted Instructor Agreement and this Handbook, the Independent Contracted Instructor Agreement will supersede the handbook information.

GENERAL QUALIFICATIONS

- Must be able to demonstrate significant knowledge of proposed class subject.
- Must have the ability to present class information in a satisfying manner for participants.
- Prior teaching experience is desirable, but not required.

HOW TO SUBMIT A CONTRACTED CLASS/INSTRUCTOR PROPOSAL

A completed Contracted Class/Instructor Proposal Form is required and should be submitted to Pleasant Valley Recreation & Park District, by email or hard copy, received at the District office. Proposal forms can be found on the District's website (pvrpd.org).

Complete the Contracted Class/Instructor Proposal Form. Please be thorough and descriptive in all areas of the form. This will help facilitate your proposal in a timelier manner. Include a Resume including qualifications, certifications, and experience to teach the proposed class.

All the proposed dates of your class for a specific season must be completed. Please do not leave the dates blank. Your Contracted Class/Instructor Proposal will not be considered without all the necessary information completed. If you are proposing to use a District facility, please note all facility information is managed through our computerized registration system, and dates must be entered before conflicts can be detected.

Each Independent Contracted Instructor will be assigned to a District contact for the duration of their agreement. The Independent Contracted Instructor will be responsible for supplying their own equipment and supplies.

Independent Contracted Instructors must compute their own class pricing. Internal Revenue Service (IRS) rules regarding contracting for activities prohibits the District from setting your pricing.

The split of registration fees between the District and the Contracted Instructor is 35% to the District / 65% to the Independent Contracted Instructor for classes using District property. The split of registration fees between the District and the Contracted Instructor is 30% to the District / 70% to the Independent Contracted Instructor for classes not using District property.

The split of registration fees does not include the nonresident/ Out of District fees or administrative fees; registration percentage splits are non-negotiable. Additional class fees, i.e., participant material fees, initiated by the Independent Contracted Instructor must be communicated with the staff. These fees are separate from the registration fees, are not included in the registration split percentage, and may be paid directly to the Independent Contracted Instructor. All fees must be processed through the District with the exception of supply fees; Independent Contracted Instructors are not permitted to process their own fees through their own system.

Classes for which the District will not accept proposals for are as follows:

1. Activities that are similar to those which District staff currently offer. (We suggest you read the most recent copy the District's seasonal Activity Guide available online at pvrpd.org – classes listed with "District Staff" or "Staff Taught" as instructor are considered District offerings).
2. Activities PVRPD has offered in the past that were cancelled due to a lack of interest, unless you can demonstrate you have the necessary number of participants who are interested in participating in the specific activity.

Submitting a Contracted Class/Instructor Proposal does not guarantee the activity will be added to the recreational offerings through the District. Program or activity approvals are dependent upon the amount of specific information contained in your Contracted Class/Instructor Proposal form; the subject matter's potential for meeting the District's programming needs and priorities, demonstration of the Independent Contracted Instructor's subject knowledge and teaching experience, and the availability of facilities.

Proposal Submission:

Class proposals can be submitted at any time; however, we encourage those interested to submit proposals in the timeline below.

Desired Start	Proposals Due	Required Documents Due
Winter (Jan-Apr)	Third week of July	Early October
Summer (May-Aug)	Third week of October	Early February
Fall (Sept-Dec)	Third week of February	Early May

Proposal Review- Upon receiving a Contract Instructors proposal, a District representative will schedule a meeting/interview to review.

Once added, there are no guarantees the District will continue your class offering for future seasons. The District reserves the right to cancel any activity or class as a result of low or no attendance.

CLASS DETAILS

Independent Contracted Instructors are responsible for submitting a detailed Scope of Services as part of the Independent Contracted Instructor Agreement outlining the services that will be provided on an annual basis. Scope of Services will cover three seasonal brochures: Winter/Spring (January – April), Summer (May – August), and Fall (September – December). Detailed class information will be required and must include detailed course description (45 words or less), class dates, times, fees, preferred facility location (locations are not guaranteed) minimum and maximum enrollment, material fees (if applicable), and material/supply list (if applicable).

Activity Guide Issue	Class Details Due	Activity Guide Delivered
Winter (Jan-Apr)	First week of September	Early-to-Mid December
Summer (May-Aug)	Third week of January	Early-to-Mid April
Fall (Sept-Dec)	First week of May	Early-to-Mid August

Independent Contracted Instructors will have the ability to make changes to their Class Details at any time with agreement and approval from the District. These changes are required to be submitted in writing. Class Details may not be altered or changed verbally.

2.0 INDEPENDENT CONTRACTED INSTRUCTOR AGREEMENT REQUIREMENTS

CONTRACTOR TUBERCULOSIS (T.B.) TESTING

The District requires Independent Contracted Instructors and Instructor Assistants, at their own expense, to provide proof of current (within the past four years) T.B. clearance results. Some health care providers provide T.B. testing at no cost. Test results will be required to be submitted to the District prior to approving your Independent Contracted Instructor Agreement and starting classes. Test results are required to remain current throughout the duration of the Agreement with the District. Independent Contract Instructors who fail to maintain T.B. clearance will cause the remaining classes within to be cancelled, and the Agreement with the District to be suspended until requirements are fulfilled.

CPR, AED & FIRST AID CERTIFICATION

The District requires Independent Contracted Instructors and Instructor Assistants, at their own expense, to provide proof of current CPR and First Aid for adult, child, and infant certification. Certification will be required to be submitted to the District prior to approving your Independent Contracted Instructor Agreement and starting classes. The District will provide a list of classes offered through the District that are available for the Contractor to attend. Independent Contract Instructors who fail to maintain certification will cause the remaining classes within to be cancelled, and the Agreement with the District to be suspended until requirements are fulfilled.

MANDATED REPORTER CERTIFICATION

The District requires Independent Contracted Instructors and Instructor Assistants, at their own expense, to provide proof Mandated Reporting for Child Abuse and Neglect and/or Elder Abuse and Dependent Adult certification. Certification will be required to be submitted to the District prior to approving your Independent Contracted Instructor Agreement and starting classes. The District will provide a list of classes. Independent Contract Instructors who fail to maintain certification will cause the remaining classes within to be cancelled, and the Agreement with the District to be suspended until requirements are fulfilled.

DEFINITION AND REPORTING

Independent Contracted Instructors and their assistants are considered Mandated Reporters under the "California Child Abuse and Neglect Reporting Law." This means that if the Contractor "has knowledge of or observes a child in his/her professional capacity, or within the scope of his/her employment, which he/she suspects has been their victim of child abuse or neglect..." a report must be filed with Ventura County Child Protective Services. Reports must be made immediately, or as soon as practically possible, by phone. A written report must be forwarded within 36 hours of receiving the information regarding the incident (California Penal Code Section 11166[a]). Types of reportable situations may include, but are not limited to, any type of possibly physical injury, suspected sexual abuse or exploitation, willful cruelty or unjustified punishment, unlawful corporal punishment, neglect (severe or general), or abuse in an Out-of-Home Care (e.g., daycare).

Independent Contracted Instructors and their assistants are also considered Mandated Reporters under the "Elder Abuse and Dependent Adult Civil Protection Act." This means if the Contractor or their assistant "has knowledge, or reasonably suspects, that types of elder or dependent adult abuse have been inflicted upon an elder or dependent adult, or his or her emotional well-being is endangered in any other way..." a report must

be filed with Ventura County Adult Protective Services immediately, or as soon as practically possible, by phone. A written report must be forwarded within 48 hours of receiving the information regarding the incident (California Welfare and Institutions Code Section 15630[b]). Types of reportable situations may include, but are not limited to, any type of possible physical abuse, neglect, financial abuse, abandonment, isolation, abduction, or other treatment, resulting in physical harm or mental suffering. The deprivation by a care custodian of goods or services that are necessary to avoid physical harm or mental suffering is also considered a reportable offense.

FINGERPRINT CLEARANCE AND BACKGROUND CHECKS

As a condition of the Independent Contracted Instructor Agreement, the District requires all Independent Contracted Instructors, and Instructor Assistants, employees and subcontractors at their own expense, to submit to fingerprinting and a Department of Justice (DOJ) and FBI criminal background screening prior to teaching any activities. The District's ORI code on the Live Scan form must be used for fingerprinting. This DOJ and FBI screening confirms the Independent Contracted Instructor, or their Assistants have no criminal convictions under the California Public Resource Code § 5164 that would legally preclude them from providing activities to the public. In accordance with the DOJ's Subsequent Arrest Notification Program, the District is notified of any offenses through the term of the Independent Contracted Instructor Agreement.

If the Independent Contracted Instructor has employees, prior to the first day of an activity, the Independent Contracted Instructor must certify to the District that said employees have been fingerprinted and have passed a DOJ and FBI background check. Any Independent Contracted Instructor or Assistant will not be allowed to teach an activity without this documentation.

The Pleasant Valley Recreation & Park District may terminate an Independent Contracted Instructor's agreement at any time if an Independent Contracted Instructor, and/or its employees have violated the California Public Resource Code 5164.

INCOME TAX REPORTING

Independent Contracted Instructors are not considered District employees, and therefore, are not subject to State or Federal income tax withholdings. It is the Independent Contracted Instructor's responsibility to pay all income taxes. The District does report earnings to the IRS through a Form 1099.

All Independent Contracted Instructors will be required to complete a W-9 form.

INSURANCE & WORKERS' COMPENSATION REQUIREMENTS

The District is a member of a self-insured insurance pool through the California Association for Park & Recreation Insurance (CAPRI). CAPRI is the insurance company for the District, not Independent Contracted Instructors or other individuals or businesses with whom the District contracts. The District's insurance will not pay for any injuries you may sustain or defend or pay out on claims brought against you. If a liability claim were to occur against you and the District, you would be responsible for defending yourself, and potentially paying a claim brought against you.

Independent Contracted Instructors will be required to provide and keep in force a Certificate of Comprehensive General Liability Insurance following current District Insurance requirements and liability

minimums. All such Liability Insurance shall name and indemnify the Pleasant Valley Recreation & Park District, inclusive of its employees, volunteers, Board Members, representatives, and agents as Additional Insured by separate written endorsement. A copy your certificate will be required to be submitted to the District during the duration of your contract with the District.

The District requires all Contract Instructor's liability insurance to contain Sexual Abuse and Molestation (SAM) coverage. In the event an insured instructor cannot be issued this coverage, the District will work with that instructor on alternative forms of coverage.

If the Independent Contracted Instructor has employees, the Independent Contracted Instructor is also required to provide the District with verification of Workers' Compensation Insurance, as required by California Labor Code § 3700, et seq.

MONITORING PERFORMANCE OF INDEPENDENT CONTRACTED INSTRUCTORS

Periodic Inspections: District staff may periodically inspect the work of Independent Contracted Instructors to ensure that they demonstrate the skill, knowledge, and professionalism required by the agreement. The inspection can be completed with or without the Independent Contracted Instructor's knowledge and can be completed by internal staff, other professionals, or volunteers.

Review of Complaints: A second monitoring approach is to review complaints or comments received regarding the performance of Independent Contracted Instructors. District staff will be diligent in addressing complaints from dissatisfied customers.

Review of End-User Satisfaction: A final monitoring technique is a survey, which the District reserves the right to conduct. This may take the form of a written survey, electronic (via Internet or email), or face-to-face dialogue with a staff person. Participants are usually most knowledgeable of their own level of satisfaction with services and what can be done to improve the quality of operations.

3.0 DISTRICT POLICIES AND PROCEDURES

AMERICANS WITH DISABILITIES ACT (ADA)

The ADA is federal legislation, which guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, local and state government services and telecommunications.

It is the policy of the District to fully comply with the provisions of the ADA, and to make reasonable accommodations to individuals with vision or hearing impairments or other disabilities so they can have an equal opportunity to participate, unless an undue burden would result. Physical barriers must be removed if removal is readily achievable, easily accomplished, and able to be carried out without much difficulty or expense. If not, alternative methods of providing the services must be offered. Public accommodations may not discriminate against an individual or entity because of the known disability of an individual with whom the public entity or its representatives is known to have a relationship or association.

Participants requiring accommodations are requested to notify the District four (4) weeks prior to the start of a class in order to discuss individual needs. The District will make all reasonable modifications to ensure people with disabilities have an equal opportunity to access all District programs, services and activities. The District will not impose unnecessary eligibility standards or rules denying individuals with disabilities the opportunity to participate in services, programs and activities.

If you become aware of a need for a participant accommodation, you are expected to notify the District contact as soon as possible to best ensure ADA compliance.

ADVERTISING & PROMOTION

The majority of the class offerings are listed in the District's seasonal Activity Guide and is distributed to households and businesses throughout the District. Information is also periodically published on the District's social media platforms. Independent Contracted Instructors are responsible for any additional promotion for their activities beyond what the District provides.

CHANGES IN CLASS OFFERINGS/SCHEDULES

It is very important that classes start and end at the time which is advertised. Starting classes late or ending the classes early can cause undue burden for the participants, parents, other instructors, and can also cause problems with facility scheduling. Any anticipated changes in the schedule must be reported immediately to your District contact and made/followed up in writing. Contracted Instructors are responsible for alerting participants to changes in dates or class times by including class dates, holidays and planned absences in the promotional materials when known as well as reminding students of the deviations with appropriate signage and verbal announcements at the beginning and end of the activity the week prior to the expected change, or as soon as possible.

REGISTRATION PROCESS AND LIABILITY WAIVERS

The District shall be responsible for and have complete control over the registration of participants.

Independent Contractors are not permitted to take registrations outside the District's registration process. To assist customers and Independent Contracted Instructors, registration is accepted in person at the Community

Center, Monday through Friday, from 8:00am to 5:00pm. Online registration is also accepted for all classes/activities.

In addition to paying the class registration fee, all participants must sign a liability waiver at the time of registration. Our liability waivers have been designed to have force in litigation cases and cannot be modified. You may not allow students to participate in an activity until you know they are registered and have a signed liability waiver on file with the District.

CLASS CANCELLATIONS / REVIEW OF SERVICES

If your minimum class size is not met, it is the Independent Contract Instructor's decision whether or not to teach the class. Instructors who want to cancel a class must contact the District at least two (2) business days before the first-class meeting. District staff will notify participants of the cancellation and issue a class refund. Independent Contracted Instructors who choose to cancel a class will not be paid for a cancelled class. If a class cancels three (3) or more times, the District may choose to no longer offer that class or any class that appears to be similar with the District and/or the Independent Contract Instructor Agreement may be terminated by the District.

The District reserves the right to review the seasonal offerings of the Contractor to determine if the Services being offered are meeting the District's ongoing programming needs. The District reserves the right to cancel any Service if actual enrollment does not reach minimum levels listed.

- A. If a class that does not require District staff oversight including but not limited to facility management or room set-up, the class must meet a minimum of 2 registered participants by Contractor's third season or second year if only conducting classes one season of the year.
- B. If a class that does require District staff oversight including but not limited to facility management or room set-up, the class must meet a minimum of 5 registered participants by Contractor's third season or second year if only conducting classes one season of the year.

SCHEDULING AROUND HOLIDAYS

Below is a list of holidays when the District will be closed, and classes cannot be held. When scheduling classes, especially youth classes, you may wish to schedule around school breaks. Please call the school district for specific information. This list may change at any time without notification.

DATE

January 1
January (3rd Monday)
February (3rd Monday)
March/April
May (Last Monday)
July 4
September (1st Monday)
October (2nd Monday)
November 11
November (4th Thursday)
November (4th Friday)
December 24 & 25

HOLIDAY

New Year's Day
Martin Luther King Day
Presidents Day
Easter
Memorial Day
Independence Day
Labor Day
Indigenous Peoples' Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve & Christmas Day

<u>DATE</u>	<u>EVENT</u>
Day before Easter (Date varies)	Easter Eggstravaganza
June (third weekend)	Summer Kick Off-Event
June (Saturday Dates Varies)	Rummage Sale
August (third week)	End of Summer Campout
October 30 or 31	Halloween in the Park
September (2nd week)	50 Plus EXPO
December (1 st Saturday)	Cookies with the Clauses
December (2 nd Saturday)	Camarillo Christmas Parade & Santa's Village

CLASS ORIENTATION

Independent Contracted Instructors are encouraged during their first-class meeting to outline for the participants exactly what they can expect from the activity or class. This information may include class rules, clean-up responsibilities, etc. By providing this information upfront with participants, it will hopefully decrease the likelihood of any unsatisfied customers who may have had a different perspective on the class or activity. Independent Contracted Instructors are also encouraged to "open the floor" for participant input; sometimes this simple way of soliciting valuable insights into the needs and desires of your participants can increase your effectiveness as an instructor.

CLASS REFUND & TRANSFER POLICIES

If withdrawal/transfer from a program/class is made five (5) business days prior to the start of a program/class there will be a full refund, less a \$10 administrative fee. If withdrawal is made less than five (5) business days before the first day of the program/class, there will be no refund issued. Registrants failing to be present for the program/class will forfeit all fees paid. No refund will be issued for programs/classes and activities where the registration cost is \$10 or less. Pro-rating is not available for late registration.

CLASS WAITING LISTS

Once a class is full, a waiting list will be established. Participants cannot be on a waiting list and enrolled in a class of the same type for the same period of time. Any participant already enrolled is removed from waitlists for the same time period.

COMMUNICATIONS/INTERACTIONS WITH PARTICIPANTS AND GUARDIANS

The District values community input, even when it may contain comments that demonstrate a need for continued improvement. Any citizen/customer contact received by an Independent Contracted Instructor concerning the contracted services must be addressed by the Independent Contracted Instructor, and District staff should be notified of the nature of the concern. This will ensure we are providing the best possible services to the community as well as aiding us in pinpointing services that need improvement.

The Independent Contracted Instructor must not have unobserved contact with individual class participants at any time. Parents and/or caregivers should be invited and encouraged to visit program sites at any time and do not need to ask permission to do so. The Independent Contracted Instructor is also prohibited to use any participant information, rosters, etc. for any purposes other than authorized District use.

COMMUNICATIONS WITH STAFF

It is important to maintain a clear line of communication between the District and the Independent Contracted Instructor. As an Independent Contracted Instructor, if you have any questions, concerns, or issues regarding your activity, your first point of contact is the District staff with whom you coordinate your class offerings.

A lot happens throughout the year, so we encourage Independent Contracted Instructors to stay connected with District staff through the use of email or telephone. Staff will periodically send out emails pertaining to your instructor payments, enrollment information, class rosters, and other important news pertaining to your activity.

DISCRIMINATION AND HARASSMENT

The District has a zero-tolerance policy against any form or type of discrimination and harassment by, among, or to its representatives. Discrimination and harassment can be defined as any behavior that is disrespectful and causes discomfort to another person, be it physical, verbal, visual, or sexual.

Independent Contracted Instructors and their Assistants are responsible for their own actions/conduct and that of the class participants and must never engage in discrimination and harassment because of an individual's protected classification.

INSTRUCTOR ABSENCE AND MAKE-UP CLASSES

If the Independent Contracted Instructor will be tardy or absent from class, it is their responsibility to notify the District staff contact and the enrolled students. A makeup class must be scheduled at the end of the session or when agreed upon by staff. Excessive absences and/or tardiness may result in the District terminating the agreement with the instructor. If classes are to be rescheduled at a District facility, it is the instructor's responsibility to make arrangements with the District staff contact and to notify students of the make-up class dates. If scheduling does not allow a class to be rescheduled, students will be refunded for that particular class which will be deducted from the overall registration fee.

INSTRUCTOR PAYMENTS

Typically, a split of 35% to the District / 65% to the Instructor of the registration fees received if using District property and a split of 30% to the District / 70% to the Instructor of the registration fees received if not using District property (excluding non-resident and administrative fees) will be applied to compensate Independent Contracted Instructors for their scheduled activities.

MATERIAL FEES

Material Fees for materials and supplies are considered separate class fees that are payable directly to the Independent Contracted Instructor and are not calculated into the percentage split calculations. Independent Contracted Instructors may opt to direct participants to an outside source for class materials (i.e., Michaels or other supplier), collect the material fees during the first-class meeting, or build the cost of supplies into the class fee.

Material fees are fees that are charged to the participant in addition to the class fee by the instructor.

Material Fees are for class supplies that participants need to have for class and are specific to their individual learning and should not be collected for supplies that instructors need to teach classes. Supplies such as

scissors, music, sports equipment, etc., that are necessary expenditures of doing business for multiple class sessions should not be included in the class fee. On the class proposal form, each instructor will need to specify if there is a material fee and how much it is per participant. A list of materials including the prices will need to be submitted with the class proposal.

INSTRUCTOR REQUEST FOR PAYMENT

Once the class session ends, it is imperative to submit an Invoice to the District. This invoice needs to have information about the number of participants that were enrolled and listed on your class rosters. Payment for the course will not be offered until an invoice is turned in. Service Invoices should be submitted no later than 30 days after the completion of a course offering. Independent Contracted Instructor payments will be issued within 30 days of the District receiving a service invoice. If payment is not received within four (4) weeks after the invoice has been submitted, please contact District staff person whom you coordinate your class offerings to check on the status of your payment. If needed, the District can provide a Service Invoice template for use.

Independent Contracted Instructors cannot be paid for any participant that does not appear as being paid in full on the master copy of the activity roster, regardless of whether or not they have observed or attended the class. All participants must be paid in full for the activity prior to attending. It is the responsibility of the Independent Contracted Instructor to ensure all participants are fully registered and have a Liability Waiver on file with the District.

Please notify District staff if you have any changes to your personal (personnel) or organization's contact information submitted with the original Contracted Class/Instructor Proposal form as soon as possible to avoid any unnecessary delays in your instructor payments.

NON-RESIDENT FEES

The Pleasant Valley Recreation & Park District residents make a significant contribution to the ongoing financing and operations of District programs and services through annual property and income tax payments and other assessments. Non-resident fees are intended to contribute to the overall financing on an equitable basis with residents.

A non-resident fee will be charged for registrants living outside District limits. The out of District/ non-resident fee is 25%. The non-resident fee is retained by the District.

MANAGEMENT OF FACILITIES/STORAGE OF EQUIPMENT

All equipment, materials, and/or supplies purchased by the Pleasant Valley Recreation & Park District is the property of the District. District staff will ensure all facilities are clean and ready for general use. The Independent Contracted Instructor should be the first person to arrive in order to ensure appropriate class set-up, and the last person to leave. District staff will set up tables and chairs for your class. The Independent Contracted Instructor is responsible for equipment and all other facility amenities during the class. Before exiting the facility, the Independent Contracted Instructor must ensure all doors are closed, and all lights are turned off. If other occupants are still in the facility, as a courtesy, we ask others to be notified of your departure.

If you discover any abnormalities, problems, or repairs needed at a site, please report it to your District staff contact. If an area requires immediate attention due to a safety hazard, contact staff immediately. The District

will take care of any “emergency” conditions and will do its best to handle other repairs or problems as soon as possible depending on the District’s resources and the extent of the repair/problem.

The Pleasant Valley Recreation & Park District is not responsible for lost or stolen items or stored equipment.

NO SHOWS

If a participant does not show up for the first class, please give the participant a call to remind them of the next class (if you have multiple classes). If participant continues not to show up for class, please notify the District as soon as possible.

PARTICIPANT BEHAVIOR POLICIES

It is the goal of District staff to provide safe, positive, and fun experiences for all participants in our programs. In order to achieve this goal, the following program policies must be adhered to:

- Participants must be respectful of the feelings and properties of others.
- Participants shall not interfere with the learning of other participants.
- Participants shall follow instructions and rules as stated by their instructor.
- Participants shall not verbally or physically harm another person or property.
- Participants shall use appropriate language.

Consequences for misbehavior by participants are usually progressive and reflect the severity of the unacceptable behavior. Listed below is a recommended progression of discipline, however, one should note the discipline may not be sequential and one severe act could lead to dismissal from the District programs and activities.

- Warning.
- Redirection.
- Telephone call to the parent/guardian.
- Removal of the participant for the day or temporary suspension from the program.
- Dismissal from the program or activity.

Work with the District if a participant needs to be dismissed from a program as a result of misbehavior.

FIELD TRIPS AND TRANSPORTATION

Field trip information should always be communicated in the class description in the Activity Guide. Always notify District Staff in advance about field trips for approval. Participants should meet you at the field trip location. Instructors may not transport participant(s) in their personal vehicles during the hours they are teaching for the District. A Parent waiver must be completed and signed prior to the trip.

PHOTO DISCLAIMER

The Pleasant Valley Recreation & Park District may from time-to-time photograph or videotape program participants and recreational users of District facilities and uses these photographs or videotapes in its promotional materials. Unless informed otherwise at the time a participant registers for an activity, staff will presume consent to be photographed or videotaped has been given by facility and program users.

As part of the Independent Contracted Instructor Agreement, the Independent Contracted Instructor grants full permission to the District for use of his or her name and photographs, videos, motion picture or recordings

for any publicity and promotion purposes without obligation or liability to the Independent Contracted Instructor.

PROFESSIONAL CONDUCT

Although Independent Contracted Instructors are not District employees, they do reflect on the District and as such must conduct themselves in a professional manner; this includes dressing and speaking professionally and supporting the Pleasant Valley Recreation & Park District's policies, procedures and decisions.

Independent Contracted Instructors are to maintain a professional relationship with the District employees, participants and parents or guardians of minor participants at all times.

PROGRAM EVALUATIONS

Periodically evaluations of classes and instructors are conducted to guide offerings and enable instructors to improve the content. The District staff will usually consult with the Independent Contracted Instructor prior to an evaluation. Independent Contracted Instructor input is welcomed on timing and focus of evaluations, and the questions included. Independent Contracted Instructors are encouraged to read the completed evaluations, which are kept on file with the assigned staff person. We respect the privacy of our customers, and therefore names, telephone numbers and other personal information that would identify the respondent are not included.

If you would like to have an evaluation of your class, please contact your District staff contact to develop or adapt an evaluation form to respond to the objectives of the proposed evaluation.

RELEASING MINORS AND PARTICIPANTS WITH SPECIAL NEEDS

At the end of the activity, the Independent Contracted Instructor must not release minor children and/or participants with special needs to anyone other than the authorized parent or guardian (for special needs, the person may be released to his/her attendant). Never release a child or individual with special needs to someone who is unknown or of whom the participant expresses fear or uncertainty. The Independent Contracted Instructor must stay until all participants have left the facility.

If a minor participant has not been picked up from an activity at its conclusion, it is the Independent Contracted Instructor's responsibility to call any phone numbers listed on the class roster to attempt to reach a responsible adult for pick-up. If, after 30 minutes, no parent/guardian has arrived and you have not been able to reach anybody by telephone, you are to call the Camarillo Police Department for assistance (805-388-5100) or (805-654-9511 on weekends or after 5pm). After contacting the Camarillo Police Department (Ventura County Sheriff), notify the District staff person with whom you coordinate your class offerings.

ROSTERS, ATTENDANCE SHEETS, & PRIVACY ACT

Staff will provide a class list, which provide instructors only with a list of names and phone numbers of those participants registered for the class. Mailing and email addresses will be kept confidential. Instructors can use the Recreation Registration software to obtain their class counts. Instructors are to take attendance at the beginning of class. Individuals who are not enrolled through the Pleasant Valley Recreation & Park District may not participate in any class; pending the instructor approval, participants may try one session of a multi-session class. Participants must be listed on roster or have an issued receipt before you admit them to your class.

4.0 EMERGENCY ACTION PLANS

In the event of a natural disaster, city, county or state emergency, the Community Center Park may be shut down to become an Emergency Shelter. If this occurs, all programs scheduled at the site will be cancelled and instructors will be notified immediately. The District will make its best efforts to reschedule a class if possible depending on the duration of emergency.

EMERGENCY/911 PROCEDURES

WHEN TO CALL 911	WHAT TO SAY
Use the following symptoms/situations and common sense to determine what is a true emergency; then call 911.	Dial 911 and give the following information:
• Severe traumatic injuries	• Exact address and cross street.
• Traffic accident casualties	• Telephone number from which you are calling.
• Injuries from falling	• Nature of the emergency.
• Severe head injuries	• Your name.
• Heat-related symptoms	• Room number or area of location.
Do not hang up as additional information may be needed	

If you are unsure about the seriousness of the injuries or the situation, do not hesitate to call 911. Even if injured party does not want 911 called, 911 should still be called in any situation deemed an emergency.

EMERGENCY NUMBERS	SAFETY RESOURCES
City Police - 805-388-5100/805-654-9511	Counseling Center - 805-388-1952
Hospital - 805-389-5800	Rape Crisis & Safe house - 1-800-585-6231
Ambulance 911	Poison Control Center - 1-800-222-1222
Fire Department 911	Suicide Hotline - 1-800-339-9597
Police Department 911	Animal Control – 805-388-4341

DISTRICT CONTACTS

District Office CSRs: 805-482-1996 x101, 102, 103

Administrative Services Manager – Justin Kiraly (paperwork procedures): 805-482-1996 x115

Park Services Manager (Before 3pm M-F) – Bob Cerasuolo: 805-482-1996 x301

Recreation Services Manager – Katlyn Simber-Clickener: 805-482-1996 x107

Maintenance on call (after 3pm and weekends): 805-432-3394

Park Rangers (evenings and weekends): 805-432-0708

SAFETY OF PARTICIPANTS

Prevention of accidents and injuries is our first goal. Most accidents/incidents can be prevented by practicing sound safety rules and procedures and by consistent monitoring on the part of the Independent Contracted Instructor. The Independent Contracted Instructor's primary responsibility is to ensure the safety of participants involved with the activity. The Independent Contracted Instructor should visually inspect the program areas and facilities in which they are working in. If any aspect of the area appears unsafe, it is the responsibility of the Independent Contracted Instructor to notify the District staff person with whom you coordinate your class offerings and take actions that will ensure participant safety.

Despite everyone's attention to safety, sometimes participants do get hurt or incidents happen. When these situations occur, it is essential that the Contracted Instructor completes an Accident or Incident Report Form. Accident and Incident Report Forms are located at the front desk of the Community Center and are provided as an attachment to this handbook and on the District website. These forms provide the necessary information for additional follow-up if necessary, and documentation in the event of litigation. All Accident/Incident Report forms must be turned into the Pleasant Valley Recreation & Park District within 24 hours of occurrence.

It is also the Independent Contracted Instructor's responsibility to know where the first aid kit is located for all facilities in which they provide services. We also encourage Independent Contracted Instructors to purchase their own first aid kits and bring them to all classes. For minor first aid (Band-Aids, etc.) the first aid kit will suffice, and you must fill out an Accident Report form. Independent Contracted Instructors are not authorized to administer any medications to class participants.

For serious accidents, DO NOT MOVE the injured participant unless their safety or life are threatened, and call 911. If a minor is involved, notify the parent/guardian immediately. For all accidents, notify the District staff immediately via telephone or email.

The Independent Contracted Instructor is also responsible for ensuring the class responds appropriately to fire alarms, smoke detectors, and other emergencies.

Emergencies can happen anywhere and at any time. We want you to be prepared. Make sure to review the Emergency Procedures with your class at the beginning of each session to ensure everyone's safety. All emergencies should be addressed as quickly, calmly, and professionally as possible.

PERSONS WITH DISABILITIES

Instructors should be aware of persons with disabilities that will prevent them from evacuating the building unassisted and ensure:

- Person's caregiver/helper will assist them in exiting the building.
- Location of individual in building.
- Responsible person who will verify individual has received assistance to exit.

A "BUDDY" should be assigned to each person with disabilities to provide assistance during emergencies if no caregiver/helper is present.

EVACUATION PROCEDURES

If any of the following emergencies require evacuation, follow the steps below to keep yourself and your class participants safe.

- Follow posted evacuation routes.
- Go directly to the nearest open grass area or parking lot area away from the emergency.
- Once you are in a safe area, take attendance to make sure all your participants are present.
- If the emergency occurs and your class is at the Community Center during District Office hours, a Staff will meet you in Community Center Park to either release your class back to the classroom or to notify you that the remaining class is canceled.
- In the event of class cancelation, if your students are under the age of 18 and are non-drivers or students with special needs, you will need to remain with your class until a parent or guardian picks them up.
- If there is a minor injury to a student, there are First Aid kits located in each classroom. Provide first aid according to your training. If there is a major injury, please call 911 immediately and notify the District within 24 hours.

EARTHQUAKE PROCEDURES

- When an earthquake occurs, and you are teaching a class at an Indoor Park Facility:
 - Students and Instructor should either get to an open doorway or under a table in a crouched position with one hand behind your neck and the other holding onto the table for support.
 - Once the shaking has stopped, check the area for hazards then evacuate the building you are in and go directly to the nearest open grass area and immediately take attendance for your class. Follow the evacuation routes posted in each room and evacuation procedures above.
- When an earthquake occurs, and you are teaching a class in a Park:
 - When the shaking occurs, get out of the vicinity of any trees or objects that could fall on you or your class. Open park space is ideal.
 - Once the shaking has stopped, take attendance to ensure all your students are there.
 - Contact the District Staff in charge of your program to confirm that the parks will remain open or will be closed after the quake.
- In instances of cancelled classes, the District will make every effort to reschedule your class depending on availability and amount of lost class time.

FIRE PROCEDURES

- If you are teaching your class in an Indoor Park Facility:
 - If you see a fire or hear the fire alarm sound, gather your class and follow the evacuation route posted in your classroom and follow the evacuation procedures above.
 - Everyone should evacuate to the location furthest away from the fire.
 - Proceed to the open park space adjacent to the building you are in as long as it is out of the vicinity of the fire.
- If you are teaching a class in a Park and see a fire:
 - If you see or smell a fire in your vicinity, move your students to a safe location near the park.
 - Call 911 to notify Emergency Services of the fire.

- Contact the District Office or District Staff for direction on continuing or canceling your class.
- In instances of cancelled classes, the District will make every effort to reschedule your class depending on availability and amount of lost class time.

FIRE DRILLS

Fire drills must be conducted at least once every year. All occupants of the building must participate in the fire drills. Assembling outside their assigned exterior exit fulfills the intent of the fire drill.

Since it is vital that this plan function under emergency conditions, fire drills may be conducted at unexpected times to prove their effectiveness. This will condition employees and program participants to respond correctly to emergency operations.

Alternate routes should be used to condition the emergency organization and building occupants to situations that might occur during an actual emergency. The plan must be designed to familiarize the occupants with all available alternate means of exiting the building.

After the fire drills, the Staff will follow up to determine the effectiveness of the fire drills and to ensure that procedures are being followed in accordance with this emergency plan. Any deficiencies should be noted and reviewed with Staff for immediate correction.

Consideration should be given to include in the fire drill, instructions and practice in the use of fire protection equipment for some or all of the building's occupants.

ACTIVE SHOOTER/LOCKDOWN PROCEDURES

The following steps should be performed in order when there is an active shooter or if the VC Sheriff or Pleasant Valley Recreation and Park District has announced that the area and facilities need to be on a lockdown.

An Active Shooter is an individual actively engaged in killing or attempting to kill people in a confined and populated area; in most cases, active shooters use firearms(s) and there is no pattern or method to their selection of victims. Active shooter situations are unpredictable and evolve quickly. Typically, the immediate deployment of law enforcement is required to stop the shooting and mitigate harm to victims. Because active shooter situations are often over within 10 to 15 minutes, before law enforcement arrives on the scene, individuals must be prepared both mentally and physically to deal with an active shooter situation.

- Be aware of your environment and any possible dangers
- Take note of the two nearest exits in any facility you visit
- If you are in an office, stay there and secure the door
- If you are in a hallway, get into a room and secure the door
- As a last resort, attempt to take the active shooter down. When the shooter is at close range and you cannot flee, your chance of survival is much greater if you try to incapacitate him/her.
- CALL 911 WHEN IT IS SAFE TO DO SO!
- Quickly determine the most reasonable way to protect your own life. Remember that customers and clients are likely to follow the lead of employees and managers during an active shooter situation.

EVACUATE

If there is an accessible escape path, attempt to evacuate the premises. Be sure to:

- Have an escape route and plan in mind
- Evacuate regardless of whether others agree to follow
- Leave your belongings behind
- Help others escape, if possible
- Prevent individuals from entering an area where the active shooter may be
- Keep your hands visible
- Follow the instructions of any police officers
- Do not attempt to move wounded people
- Call 911 when you are safe

HIDE OUT

If evacuation is not possible, find a place to hide where the active shooter is less likely to find you.

Your hiding place should:

- Be out of the active shooter's view
- Provide protection if shots are fired in your direction (i.e., an office with a closed and locked door)
- Not trap you or restrict your options for movement. To prevent an active shooter from entering your hiding place:

To prevent an active shooter from entering your hiding place:

- Lock the door
- Blockade the door with heavy furniture

If the active shooter is nearby:

- Lock the door
- Silence your cell phone and/or pager
- Turn off any source of noise (i.e., radios, televisions)
- Hide behind large items (i.e., cabinets, desks)
- Remain quiet

If evacuation and hiding out are not possible:

- Remain calm
- Dial 911, if possible, to alert police to the active shooter's location
- If you cannot speak, leave the line open and allow the dispatcher to listen

TAKE ACTION AGAINST THE ACTIVE SHOOTER

As a last resort, and only when your life is in imminent danger, attempt to disrupt and/or incapacitate the active shooter by:

- Acting as aggressively as possible against him/her
- Throwing items and improvising weapons
- Yelling
- Committing to your actions

HOW TO RESPOND WHEN LAW ENFORCEMENT ARRIVES

Law enforcement's purpose is to stop the active shooter as soon as possible. Officers will proceed directly to the area in which the last shots were heard.

- Officers usually arrive in teams of four (4)
- Officers may wear regular patrol uniforms or external bulletproof vests, Kevlar helmets, and other tactical equipment
- Officers may be armed with rifles, shotguns, handguns
- Officers may use pepper spray or tear gas to control the situation
- Officers may shout commands, and may push individuals to the ground for their safety

How to react when law enforcement arrives:

- Remain calm, and follow officers' instructions
- Put down any items in your hands (i.e., bags, jackets)
- Immediately raise hands and spread fingers
- Keep hands visible at all times
- Avoid making quick movements toward officers such as holding on to them for safety
- Avoid pointing, screaming and/or yelling
- Do not stop to ask officers for help or direction when evacuating, just proceed in the direction from which officers are entering the premises

Information to provide to law enforcement or 911 operator:

- Location of the active shooter
- Number of shooters, if more than one
- Physical description of shooter/s
- Number and type of weapons held by the shooter/s
- Number of potential victims at the location

The first officers to arrive to the scene will not stop to help injured persons. Expect rescue teams comprised of additional officers and emergency medical personnel to follow the initial officers. These rescue teams will treat and remove any injured persons. They may also call upon able-bodied individuals to assist in removing the wounded from the premises.

Once you have reached a safe location or an assembly point, you will likely be held in that area by law enforcement until the situation is under control, and all witnesses have been identified and questioned. Do not leave until law enforcement authorities have instructed you to do so.

ROBBERY/THREATENING OR VIOLENT PERSONS

The safety of our instructors and participants are far more important than any money or object in our facility.

When there is a robbery or an incident involving a threatening or violent person the following steps should be performed.

- COOPERATE.
- Give any cash demanded. Your safety is more important than any amount of money or property.

- Call 911 as soon as it is safe to do so.
- Once it is safe, lock the doors and be sure all exits are closed and locked.
- Keep patrons in facility until police arrive. Follow directions of Emergency personnel when they arrive.
- Notify the District staff and/or Park Patrol about the situation.
- Complete detailed Incident Report, including information about the person(s) and/or vehicle, and any witness accounts, and submit to the District immediately.

MISSING PERSON

If you notice or are made aware that a person is missing, follow the below steps.

- Immediately secure all exits including front doors, blue emergency exits, and all patio gates. Nobody is to enter or exit the facility.
- Get a full description of the person and inform all on-duty staff. Use this description to inform others when looking for missing person. (ex: blue shirt, red pants, blonde hair, age)
- Call Emergency Contact if they are not on site or participating in the class.
- If available, assign a second adult to do a grounds search around the facility/park area.
- Call 911 immediately stating a missing person or possible abduction.
- **Do not let patrons leave the facility until told to do so by the police or until person is found.**
- Notify the District staff and/or Park Patrol about the situation.
- Complete detailed Incident Report after being released from Police.

THUNDER/LIGHTNING

For outdoor classes, follow the below steps when you hear thunder or see lightning.

- If it takes **30 seconds or less** for thunder to sound after lightning, immediately leave the area and move indoors if possible.
- If space is available, you make continue your class indoors if it is safe to do so and class content is suitable to continue indoors with the space allotted.
- If it is not suitable to move indoors, class must be cancelled.
- Direct all participants away from the metal objects or wet areas.
- In the event of class cancelation, if your students are under the age of 18 and are non-drivers or students with special needs, you will need to remain with your class until a parent or guardian picks them up. If possible, have them wait in a lobby or classroom until their parent/guardian can take them home.
- Notify the District staff and/or Park Patrol about the situation as soon as possible.
- The District will make every effort to reschedule your class depending on availability and amount of lost class time.

POWER OUTAGE

In the event of commercial power failure, the Exit Signs will remain lit. During the normal workday, the District will be immediately aware of any power failure. After hours, weekends, and holidays, the building maintenance staff should be notified.

If it is possible during the day to move your class to an outdoor area, you may continue to hold the remaining class session. In cases of inclement weather or after dusk, the remaining class should be cancelled. The District will make every effort to reschedule your class depending on availability and amount of lost class time.

CONCUSSIONS

If applicable, the Independent Contracted Instructor will be required to comply with the California Health and Safety Code §124235 relating to Concussion Protocol for certain programs and activities.



INDEPENDENT CONTRACTED INSTRUCTOR HANDBOOK ACKNOWLEDGMENT FORM

As the Independent Contracted Instructor, I have received, read and understand the Independent Contractor Instructor Handbook as set forth by the Pleasant Valley Recreation & Park District.

Instructor Name

Instructor Signature

Date

District Staff Name

District Staff Signature

Date