



Pleasant Valley Recreation and Park District

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PLEASANT VALLEY RECREATION AND PARK DISTRICT AGREEMENT FOR CLASS INSTRUCTION

This Agreement is made as of the date of execution by and between the Pleasant Valley Recreation and Park District, a public agency established and operating under the Recreation and Park Law, Public Resources Code Section 5780 *et seq.* ("District") and _____, an Independent Contractor for class instruction ("Contractor").

RECITALS

A. The District desires to provide recreational programming for residents of the District and out-of-District areas. No less than two (2) weeks prior to the start of each class session, the District shall provide, via ActiveNet, to the Contractor: a) the final details of the classes for that session, including day, time, dates and room location of the classes based on the Contractor's submitted class request; b) dates and time of District class survey; and c) any documentation that is due prior to the start of the new session. **Contractor is responsible for ensuring all information is correct.**

B. Contractor represents that he/she: (a) has professional experience for each of the types of classes identified in Recital A; (b) will teach such classes to the best of his/her ability and in accordance with the highest professional standards; and (c) has all required licenses, permits and approvals required by law for the performance of the services required by this Agreement.

Therefore, the District and the Contractor mutually agree as follows:

1. THE CONTRACTOR'S SERVICES

1.1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

1.2. Submittals to the District. Before any class instruction has begun, the Contractor shall provide the following documents to the District:

- (a) a completed and approved Class Proposal form (Attachment A);
- (b) a copy of current Contractor certification/resume/other form detail applicable experience;
- (c) a copy of class details for the appropriate session (Attachment B);
- (d) Live Scan fingerprints and related criminal background checks as required by Section 1.5 of this Agreement;
- (e) a copy of Contractor's tuberculosis test results as required by Section 1.6 of this Agreement;
- (f) a copy of successful completion of an adult, child & infant CPR, AED, and First Aid class;
- (g) a copy of all insurance required (if applicable);
- (h) a District-issued ID badge; and
- (i) a W-9
- (j) a voided check for direct deposit (if applicable)

1.3. Arrival and Setup. The Contractor is responsible for the preparation of his/her respective class and shall arrive on each class day prior to the scheduled start time of said class with sufficient time necessary to ensure that all needed set-up is completed prior to commencement of the class. Setup shall generally be done by District staff in accordance with the approved Class Detail form if the class is held at a District facility. If the class is held offsite, the facility setup is the sole responsibility of the Contractor.

1.4. Responsibilities of the Contractor.

1.4.1. Timely complete Class Detail Form (Attachment B) in accordance with the following, per specific District instructions to be provided following the execution of this Agreement. The deadline for completion of the Class Detail Form shall generally be as provided in the “Class Details Due” column below.

Activity Guide Issue	Class Details Due	Activity Guide Delivered	Activity Guide Period
Fall	First week of May	Early-to-Mid August	September - December
Winter/Spring	First week of September	Early-to-Mid December	January - April
Summer	Third week of January	Early-to-Mid April	May - August

1.4.2. Contractor shall not permit anyone who has not registered and paid the required fees to participate in the class. Registrations are only accepted through the Districts’ recreation management system. Class registrations include a waiver to be signed by participants or legal guardians. The waiver is required to participate in classes and Contractor shall not allow participation in a class by any participant who has not completed and submitted a waiver to the District. These waivers will be available at the District office and through the District’s recreation management system.

1.4.3. In the event the Contractor must cancel any classes, he/she shall notify the class participants and the District at least 48 hours in advance of the classes in question. If Contractor cancels classes, Contractor will be required to make up the same number of classes cancelled prior to the end of the respective session and Contractor will be liable to District for any damages incurred by District as described in Section 4.1.2.

1.4.4. Contractor shall permit the District to issue class surveys to all participants at the completion of the class. The surveys will be non-attributable, and Contractor shall receive copies after District review. The purpose of these class surveys is to continually improve District services and offerings.

1.5. Background Check. Contractor hereby warrants that she/he and any employee or agent of Contractor who may provide services pursuant to this Agreement who may have contact with children have never been convicted of any offense specified in Public Resources Code Section 5164 or Penal Code Section 11105.3 which would preclude any person from working with children. In addition, Contractor agrees, at Contractor’s expense, to provide District with Live Scan fingerprints and the related criminal background check for Contractor and any employee or agent of Contractor who may provide services pursuant to this Agreement who may have contact with children.

1.6. Medical Check. Contractor warrants that she/he and any employee or agent of Contractor who may provide services pursuant to this Agreement who may have contact with children have been examined and has been found to be free of communicable tuberculosis within the last two years. In addition, Contractor agrees, at Contractors expense, to provide the District with the medical certificate confirming this testing and result for Contractor and any employee or agent of Contractor who may provide services pursuant to this Agreement who may have contact with children. Contractor must provide recertification of TB test every four (4) years.

1.7. CPR and First Aid. Contractor is required to obtain adult, child & infant CPR/first aid/AED Certification prior to the initial start date of his/her first class with the District. The District will provide a list of classes offered at the Community Center that are available for the Contractor to attend. Contractors are responsible for all fees associated with this certification and must maintain certification throughout duration of this Agreement. Contractors are required to provide a basic first aid kit and bring it to each session.

1.8. Taking or Using of Photos and Videos of Students. Contractor agrees that she/he and its employees and agents may only make video recordings and take photographs of students of classes provided pursuant to this Agreement after receiving (A) prior written notice from the District and (B) signed consent forms from the students, or in the case of a student who is a minor, from the students' parent or guardian. Moreover, should the Contractor desire to use the photos or video for any purpose other than personal use, including but not limited to advertising the Contractor's business on flyers or on the internet or social media, such specific purpose must be clearly described in the notice signed by the District and students. Contractor's violation of this section is grounds for immediate termination of this Agreement and Contractor shall be barred from contracting with the District for a minimum of three years.

2. THE DISTRICT'S RESPONSIBILITIES

2.1. Responsibilities of the District. The District shall provide adequate space (classroom, auditorium, field, trail, open space, etc) for Contractor to perform services. Should the class be indoors at a District facility, any lights, tables, chairs, air conditioning, or heat shall be included (A/C not available at Freedom Center). The District shall notify Contractor, at least 48 hours (two days) in advance, if for any reason the District cancels or needs to relocate any class to another location.

2.2. Marketing and Advertising. The District shall provide class details, to include day, time, location of class, in the appropriate Activity Guide, with registration available online through the District's recreation management software. Contractor will be generally authorized to advertise the class in other ways (online, print, broadcast) at no expense to the District.

3. PAYMENT FOR SERVICES AND CLASS DISCOUNTS

3.1. Basic Fee Amount. Contractor is authorized to set his/her own class fees. The District shall compensate the Contractor for the services described in this Agreement based on "net revenue" of each class. "Net revenue" is the total amount of the paid registration fees for the class, minus all applicable expenses, including but not limited to: out-of-District fees, administrative fees, refund processing fees, and/or discounts. Contractor is authorized to charge a materials fee, to be kept by the Contractor.

Net revenue shall be divided between Contractor and the District as follows:

For all classes that utilize District Lands (fields, facilities, open space, etc.):

65% of "net revenue" to Contractor; and

35% of "net revenue" to District.

For all classes that do not utilize District Lands (fields, facilities, open space, etc.):

70% of "net revenue" to Contractor; and

30% of "net revenue" to District.

For classes/programs/camps/activities priced between \$1.00 and \$144.99, the District shall receive \$4.00 per registrant as an administrative fee, which is not included in the revenue split. This amount is at the discretion of the District and is subject to change.

For classes/programs/camps/activities priced at \$145.00 or more, the District shall receive \$5.00 per registrant as an administrative fee, which is not included in the revenue split. This amount is at the discretion of the District and is subject to change.

3.2. Payment for Services. The District will process payment for the Contractor upon completion of course and receipt of signed invoices for services. Invoices must be submitted to the District's Recreation Services Department within 30 calendar days of class completion.

3.3. Cancellation Surcharge. In the event of an instructor-initiated class cancellation, the District shall assess a \$5.00 per registrant cancellation charge to the Contractor. The District shall invoice the Contractor for this cancellation.

4. GENERAL PROVISIONS

4.1. Terms. The terms of this agreement shall be effective for two (2) years from the date of execution.

4.2. Termination. The District may cancel this Agreement or any of the classes described herein, in the District's sole discretion, at any time, with or without cause. Should the Contractor cancel or fail to attend a class required hereunder, Contractor shall be responsible to District for all ensuing damages to the District including, but not limited to, all costs associated with retaining a replacement Contractor, unless the District agrees in writing to waive any or all of the resulting damages.

4.3. Indemnity. The Contractor agrees to indemnify, hold harmless and defend the District, the District's Board, and every officer, employee, agent and volunteer of the District from any and all claims, losses, or actions brought by any person or persons resulting directly or indirectly from the wrongful or negligent acts, errors, or omissions of the Contractor including any claims and damages arising from the use or possession by Contractor or its agents or employees of unauthorized images (i.e. photographs) of students and their invitees as well as any claims arising in any way in connection with or by a person employed by or hired to work as an independent contractor or volunteer for Contractor.

4.4. Non-Discrimination. In carrying out the performance of the services designated in this Agreement, the Contractor shall not discriminate against any employee, class participant, or member of the public because of race, religion, creed, color, medical condition, sex, marital status, national origin or sexual orientation.

4.5. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties with respect to the subject matter hereof. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by either party or anyone acting on behalf of any party, which are not embodied herein and that any other agreement, statement, or promise not contained in the Agreement shall not be valid or binding. Any modifications of this Agreement will be effective only if memorialized in a writing signed by both parties.

4.6. Governing Law. This Agreement shall be governed by the laws of the State of California and any lawsuit or action relating in any way to this Agreement must be filed in Ventura County, California.

4.7. Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any person or entity to perform in whole or in part the work or services required hereunder. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of District. Any such prohibited assignment or transfer shall be void.

4.8. Independent Contractor. Neither the District nor any of its officers, employees, agents or volunteers shall have any control over the manner, mode or means by which Contractor performs the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. District shall not deduct any withholding taxes or social security from the compensation of Contractor nor pay unemployment insurance taxes, nor provide Worker's Compensation payment or other benefits on behalf of the Contractor.

4.9. Insurance. Independent Contractors who teach classes which may be classified as "high risk" by the District will be asked to provide a Certificate of Insurance naming Pleasant Valley Recreation and Park District as an additionally insured with endorsement and 30-day cancellation notice. For more information, please see the Contract Instructor Manual.

Contractor agrees that the provisions of this Section will not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible.

The insurance required by this Agreement will only be satisfactory if issued by companies (a) qualified to do business in California, (b) rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating, and (c) of a financial category Class VII or better, unless such requirements are waived by the District's Risk Manager due to unique circumstances.

4.10. Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the District's General Manager at Pleasant Valley Recreation and Park District 1605 E. Burnley Street, Camarillo, CA 93010, and in the case of the Contractor at the address designated on the execution page of this Agreement.

4.11. Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

4.12. Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

4.13. Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

CONTRACTOR:

Date

DISTRICT:

Mary Otten
General Manager
Pleasant Valley Recreation & Park District
motten@pvrpd.org
805-482-1996 x114

Date