



MISSION OAKS
RECREATION & PARK DISTRICT

Independent Contractor Instructor Handbook



**Parks
Make
Life
Better!**

**Mission Oaks
Recreation and Park District**

3344 Mission Ave.
Carmichael, CA 95608

(916) 488-2810

MORPD.com

Mission Oaks Recreation and Park District

INDEPENDENT CONTRACTOR: INSTRUCTOR HANDBOOK

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I. INTRODUCTION

Thank you for your interest in becoming an independent contract instructor with the Mission Oaks Recreation and Park District. We are excited about the possibility of working together to reach our common goals

and to serve our community.

ABOUT US:

Mission Oaks developed and maintains 16 parks, totaling 88.75 acres. We coordinate the provision of leisure, recreation, and education programs for all demographic populations within our District. Three of our parks: Gibbons, Mission North, and Swanston, are community parks while the others serve as neighborhood parks. Located in the northeast corner of the district and within the Gibbons Park is the District’s larger community center. The District office is located on Mission Avenue within Mission North Park. The newest district development, completed in 2008, is the Swanston Community Center at Swanston Park in the southwest corner of the district.

THE PROCESS:

Mission Oaks Recreation and Park District (MORPD) utilizes Independent Contract Instructors and companies to provide recreational services to our community. Programs may be designed for preschoolers, school age children, teens, adults, families and seniors. Programs may also be held at non-district facilities; schools, businesses, etc.

1. The process begins with the Independent Contract Instructor or company proposing a class or activity. There is a form enclosed in this handbook that you are encouraged to utilize. The proposal is then submitted to MORPD at one of our office locations.

***Not all programs—even quality ones—will be accepted. For example, the Park District may not accept proposals that are not in line with the Park District’s mission or are very similar to programs that the Park District is currently offering. Also, programs that have been offered in the past that have been cancelled due to low enrollment may not be accepted unless the instructor can demonstrate that the instructor has the necessary number of participants interested.

2. A Recreation staff member will then review the proposal, assess the content of the class/activity to determine its potential in meeting the District’s vision and goals, and then contact you for a more detailed discussion.

3. Recreation staff will work with you to determine the most suitable design of a class/activity in regards to facility suitability, facility availability, fee structure, course time frames, participants maximums and minimums, age ranges, course descriptions etc.

4. Once the Park District and the Independent Contract Instructor verbally enter into an agreement, a written contract is produced which states specifically the courses or services that you are agreeing to. The Contract will also include the specifics of invoicing and pay.

BENEFITS:

There are many benefits associated with teaching a class through Mission Oaks.

- The Park District advertises classes in its Recreation Guide which is produced three times each year and mailed out with the Sacramento Bee. All class information is also available 24 hours a day on our website. Often classes are also featured in other marketing venues such as e-newsletters, ads in local newspapers, and flyers.
- The Park District accepts registrations from both residents and non-residents, giving everyone the opportunity to participate in classes and offering contractors the opportunity to attract participants from many areas.
- Participants are able to register for programs in the way that is most convenient for them, including online, for classes at any time of day or night, in person, by mail or fax. We accept cash, checks, Visa and MasterCard payments.

II. CONTRACT POLICIES AND PROCEDURES

The following information is required in order for your class proposal to be considered as an addition to our program. Please review the following information carefully and submit all required documents:

1. **CLASS PROPOSAL:** Completion of a class proposal (page 8) is the first step in forming your class. Be specific, especially with dates, times, ages and fees. This helps to determine facility availability, best fit, and how to market your class or program.
2. **PROOF OF INSURANCE:** A Certificate of Insurance with Mission Oaks Recreation and Park District listed as the certificate holder as well as additional insured with minimum \$1 million dollar general liability coverage. Please note that the Park District has guidelines to determine which types of contractors are required to provide insurance (based on the class activities). New Contractors should assume that they will be required to provide insurance until they are told otherwise.
3. **DOJ LIVESCAN:** At the expense of the District, anyone employed, volunteering or contracted to perform services at any parks, playgrounds or recreational centers used for recreational purposes, in a position of having supervisory or disciplinary authority over any minor must be fingerprinted and have clearance on file at the Mission Oaks Recreation & Park District Office prior to start of employment, services or program.
4. **PAYEE DATA FORM:** Under the United States Internal Revenue Code, the District is required to report the payments made to contractors each year. All individual contract instructors must complete a Payee Data form (page 12), which is required in lieu of a W9 when doing business with the County of Sacramento.
5. **QUESTIONNAIRE:** In light of your interest in contracting with Mission Oaks Recreation and Park District to perform services at any of its parks, playgrounds or recreational centers, in a position of having supervisory or disciplinary authority over any minor, and in order to give effect to Section 5164 of the Public Resources Code of the State of California, you are required to submit a supplemental questionnaire (page 13).
6. **AGREEMENT FOR PERSONAL SERVICES CONTRACT:** Each Instructor will enter into an Agreement for Personal Services (page 15) with the District, which shall be executed by all parties prior to the start of the first class of instruction.

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7. **CLASS RELATED CERTIFICATIONS:** At the discretion of the District, some instructors may be required to hold special certifications including, but not limited to CPR/First Aid.

NOTE: Mission Oaks Recreation and Park District (MORPD) Instructors are expected to manage their programs as privately owned and operated businesses. This includes:

- Purchasing and preparation of supplies needed for programs.
- Additional marketing/advertising (aside from what's offered in *District Marketing* below)
- Contacting participants for class updates, cancelled sessions or any other communications
- Set-up/take-down of equipment and furniture located in classrooms (take-down includes cleaning)
- Ensuring the quality of program content

III. FEES, REVENUE AND PAYMENT

1. **CLASS FEE: All Independent Contractors must set the price for their class.** There are options such as a flat, monthly rate or a per-class fee. Contractors should take into consideration the revenue split, outlined below, when setting their fees.

2. **MATERIAL FEES:** Any materials needed for a program are the responsibility of the contractor. If materials are to be obtained by the participants, it will be the responsibility of the contractor to ensure that this is noted in the contract and program description and that a supply list is provided to Recreation staff. If the materials are to be purchased directly from the instructor, this transaction should take place at the first class meeting. The Park District is not responsible for reimbursing an instructor for any material fees not paid by a participant. Material fees not listed in the program description or contract cannot be collected.

3. **REVENUE SPLIT AND NEGOTIATION:** Selected contractors typically receive 70% of generated revenue. The 30% collected by the District covers:

1. Facility/Room usage (rent and utilities)
2. Marketing (explained above) and
3. Administration (Registration, payment and scheduling by front desk staff).

Contractors may submit for a different revenue split, but doing so must be in writing in the "Proposal phase" with a thorough explanation of why. Normal requests are based on the Contractor wanting or being capable of handling the tasks above, not needing a facility for their class, or having a pre-existing class clientele (not needing much marketing).

4. **PAYMENT:** Payments to Instructors can be arranged individually with the Recreation Supervisor. Prompt and accurate payment is our priority, and we are willing to pay Instructors at their convenience (monthly, by session, seasonally, or other). Contractors are responsible for submitting invoices for payment, and checks are generally mailed within 4-6 weeks of receiving an invoice (see sample, page 11). If a contractor should discover that a participant owes money, the contractor should notify Recreation staff so that the issue can be addressed. Any outstanding balances will hold up payment for services, as the Park District cannot pay contractors for monies that the Park District did not collect.

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IV. CLASS REGISTRATION AND CANCELLATIONS

1. **REGISTRATION:** MORPD shall be responsible for and have complete control over the registration of the participants (unless specified otherwise in your contract). Under no circumstances is a contractor to accept payments, except for preapproved material fees. All registrations are processed on a first-come, first-served basis. All participants must be registered with the Park District before being allowed into any class. It is the instructor's responsibility to ensure that all participants are registered and fully paid (by checking participation against the roster) prior to attending the class.

2. **ENROLLMENT:** You can inquire about participant enrollment two ways. You may call the front office at 333-6464 or check enrollment numbers online through our registration site. An example of this is included in your handbook (page 10).

3. **ROSTERS:** The contractor may contact the District office or Community Center during business hours (Monday-Friday (8am-5pm)) to request a copy of their class roster and attendance sheets via email, fax, or to be picked up in person. The contractor should request these rosters in advance to allow notice to participants in the event of a class cancellation.

If the class/program does not meet the minimum number of participants pre-established by the instructor, cancellation may be considered. It is the expectation that the instructors check the class/program enrollment prior to the start of their class/program and discuss with Recreation Staff whether a cancellation should occur.

4. **REFUND POLICY:** Participants wishing for a refund or to transfer to another class/program should be referred to the District office. Full refunds/transfers are granted before the start of class/program. Participants who are refunded will not be included in the final payment. If payment is not received within 6 weeks of submitting an invoice, notify the Recreation Supervisor.

5. **CANCELLATIONS:** If a contractor is ill or unable to meet with the class, the contractor must notify the Recreation staff as soon as possible. We require a minimum of 24 hours notice of cancellation, not counting emergency situations. Cancellation of classes (by Instructor) must be accompanied with the following steps:

1. Phone call/communication to Center Staff (Front desk preferably) to inform of cancellation
2. Phone calls to ALL students to inform them of changes
3. Inform Center Supervisor or Coordinator of plans to either host a make-up class at end of session (if facility schedule permits) or refund amount to students.

Not abiding by this policy may result in cancellation or not renewing your class contract as we take this very seriously on behalf of our customers.

6. **DISTRICT CHANGES TO CLASSES:** Although the Park District strives to give instructors as much control over their programs as possible, the Park District reserves the right to cancel classes; to change the time, date, or location of classes; and to make other changes as necessary to ensure a quality experience for the participants. Classes not meeting

the minimum enrollment may be cancelled or combined. If the class is cancelled by the Park District, the Park District will issue a full refund to the participants and inform the instructor and participants of the cancellation.

VI. PROMOTION OF CLASSES

MARKETING:

The Park District may list classes in the Activity Guide, which is produced seasonally, as well as in our bi-monthly newsletters. The Park District may also regularly post information on our website or social media. District Staff will make every attempt to create flyers to be posted at our centers, but instructors are encouraged to provide marketing material as well. All advertising done by instructor must represent it as a MORPD program, must contain the MORPD Logo and be approved by Recreation staff. On occasion, District staff will attend and/or host special events that are marketing opportunities for your classes.

The Contract Instructor must seek additional outlets for promoting the class. It's important to keep in mind that the best advertisement a contractor can get for their programs is through "word of mouth" or referrals of past participants.

SESSION DATES

The Contract duration will coincide with the established Activity Guide sessions:

- Fall /Winter: August-February
- Spring/Summer: March-August

To place your activities in the Activities Guide, time must be allotted to create, edit, print and distribute the guide. Contractors will be contacted with details and deadlines for submitting Guide material, but it is their responsibility to submit the needed material. If the District doesn't receive material, class info may not be included in the Guide.

VII. FACILITY USAGE

Classroom set-up is allowed 15 minutes prior to start of course, or alternative arrangements can be made with the Recreation Supervisor. All Independent Contractors using District Facilities must submit a diagram of how they would like the room or area set up. In some cases, the Contractor may be required to set up the room themselves. The Independent Contractor must always leave the room in the condition in its original condition; meaning all supplies must be put away.

FACILITY CLOSURE DATES

New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day

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Independence Day
Labor Day
Veterans Day
Thanksgiving and day after
Christmas Eve/Day

**Facilities may also close for maintenance, scheduled district events or other. In these rare cases, Contractors will be notified of closures with sufficient time to adjust class schedules with students.*

VIII. PARTICIPANT & INSTRUCTOR SAFETY

Regardless of the activity, one of an instructor's primary responsibilities is to ensure the safety of participants involved. Instructors should visually inspect the facilities they are working in and equipment they are working with before the start of each activity. Instructors should make themselves familiar with the location and operation of all exits, restrooms, first aid kits, and AED machines.

All accidents and incidents, no matter how minor they appear, should be addressed and reported. If an accident occurs in a class; please act calmly, promptly, and efficiently to take care of the situation. If a Park District staff member is on duty at the facility, instructors should request their assistance in providing First Aid (if needed) and completing an Accident/Incident Report. If no employees are present, instructors should do the best within their abilities and training to respond--calling for help from employees, EMS, or police if necessary. After the incident is addressed, the instructor is responsible for reporting it to the Park District on an Accident/Incident Report and submitting the report within 24 hours to the Recreation Supervisor.

Mission Oaks Recreation and Park District

CLASS PROPOSAL FORM - FOR NEW & RETURNING CONTRACTORS

(Please provide separate forms for each class or age group)

Instructor Information	
Last Name:	First Name:
Name of Business or Organization	
Current address:	
City:	State: ZIP Code:
Phone:	Email:
Class Description	
PROPOSED CLASS TITLE:	
Class Description for Activity Guide (50 words max)	
Have you taught this class before?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Location:	Dates:
May we contact them as a reference?	<input type="checkbox"/> YES <input type="checkbox"/> NO Phone:
Class Information	
Class Length (1day, 4wks, 6wks, etc):	
Do you have a preference to teach this class? <input type="checkbox"/> Weekdays Mornings <input type="checkbox"/> Weekday Evenings <input type="checkbox"/> Weekends	
Day(s)/time(s) you'd prefer?	Day(s) /time(s) you can't teach?
Age Min: Age Max:	Min. Enrollment: Max. Enrollment:
Registration Fee:	Materials Fee:
Target Age(circle): Preschool (ages 2-5) Teens (13-17) School Age (6-12) Adults (18 & up) Mature Adults (50 & up)	
References	
Please provide 3 references with phone numbers	
Name:	Phone:
Name:	Phone:
Name:	Phone:
Signature of applicant:	Date:

Days	Start/End Date(s) <i>Preference</i>	Start/End Time(s) <i>Preference</i>	No Class Dates (i.e. Holidays)	# of Classes per session	Suggested Course Fee

FACILITIES & EQUIPMENT

Equipment you will need the District to furnish for your program (check all that are needed):

- Rectangular Tables # _____
- Round Tables # _____
- Chairs # _____

Audio/Video Equipment needed:

- TV or DVD Player
- Projector/Screen
- Sound System
- Computer/Lap Top Hook-up

Type of facility needed:

- Classroom (tables & chairs)
- Gymnasium
- Outdoor Location
- Dance/Aerobics Room
- Indoor open floor space
- Instructor will utilize his or her own facility
- Other: (Please describe) _____

Please state any size requirements or other considerations for the facility you will need (i.e. storage)

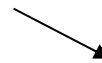
VIEWING CLASS SIZE ONLINE

Go to WWW.MORPD.COM

Go to "Register"

Click "Programs/Activities" and make your selection from drop menu

In the "Open" box it will say how many spaces are still available in the class. Take that number from the max enrollment to calculate how many registered participants you have.



Class Name / Desc.	Date/Time	Max#	Open	Fee	Register
<p>Session 1: 8/24-11/2</p> <p>This 10 week class is offered Mondays, for ages 10- adult. Location, Swanston Community Center 2350 Northrop Ave. Designed for beginners through advanced students, this is a gentle style of self-defense that concentrates on using a series of techniques incorporating joint manipulation to temporarily disable an attacker without causing permanent harm. Personal balance, relaxation, self-control and ethical intention will be taught. Instructor, Ted Niles, has a second degree black belt. For more information, call (916) 333-6464. NOTE: Parents must register and participate with children under the age of 12. Class will not be held 9/7.</p>	08/24/2015 to 11/02/2015 6:30PM - 8:30PM	20	15	\$ 60.00	<input type="button" value="Register"/>

**QUESTIONNAIRE
EMPLOYEE, CONTRACTOR OR VOLUNTEER BEING CONSIDERED FOR A POSITION
HAVING SUPERVISORY AUTHORITY OVER MINORS**

Section 5164 of the Public Resources Code of the State of California prohibits Mission Oaks Recreation and Park District from hiring a person for employment at, or hiring a contractor or volunteer to perform services at, any of its parks, playgrounds or recreational centers used for recreational purposes in a position having supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes under the California Penal Code. Section 5164 also authorizes Mission Oaks Recreation and Park District to screen any such prospective employee or volunteer for his or her criminal background. In light of your interest in being hired by Mission Oaks Recreation and Park District for employment at or being hired as a volunteer to perform services at, any of its parks, playgrounds or recreational centers used for recreational purposes, in a position of having supervisory or disciplinary authority over any minor, and in order to give effect to Section 5164 of the Public Resources Code of the State of California, please answer the following supplemental questions:

- 1. Have you ever been convicted of a violation or attempted violation of any of the statutes specified in Public Resources Code Section 5164 (copy attached), including conviction for violation or attempted violation of an offense committed outside the State of California, if the offense would have been a crime as defined in the statutes referred to if committed in California? This question does not refer to a misdemeanor conviction as defined in Part B of Attachment A (copy attached), unless you have three or more misdemeanors convictions, a felony conviction, or were incarcerated for any of those crimes listed within the preceding ten (10) year period?**

Yes _____ No _____

If your answer is yes, please describe the crime(s) for which you were convicted, the date upon which you were convicted and the jurisdiction in which you were convicted:

- 2. Without in any way limiting the foregoing, have you ever been convicted of any crime involving an assault with intent to commit a felony, any crime against a person involving sexual assault, any crime against public decency and good morals, disorderly conduct, annoying or molesting a child under age 18, kidnapping, robbery or carjacking?**

Yes _____ No _____

If your answer is yes, please describe the crime(s) for which you were convicted, the date upon which you were convicted and the jurisdiction in which you were convicted?

3. Are you currently released on bail or on your own recognizance for any crime?

Yes _____ No _____

If your answer is yes, please describe the crime(s) with which you have been charged, the date upon which you were charged and the jurisdiction in which you were charged.

4. Are you willing to be fingerprinted in order that Mission Oaks Recreation and Park District may screen you for criminal background?

Yes _____ No _____

DECLARATION

I, (print name) _____, in seeking to be hired by Mission Oaks Recreation and Park District for employment at, or hired by Mission Oaks Recreation and Park District to perform services at, any park, playground or recreational center used by Mission Oaks Recreation and Park District for recreational purposes, in a position having supervisory or disciplinary authority over any minor, hereby declare under penalty of perjury that the foregoing is true and correct and that this declaration is executed at:

(City) _____, California on (date) _____, (year) _____

I acknowledge and agree that should any of my answers to the foregoing questions be subsequently determined to be false and not true, Mission Oaks Recreation and Park District can immediately terminate my employment by it or cease allowing me to perform voluntary services, without notice.

I hereby agree to indemnify and hold harmless Mission Oaks Recreation and Park District, its directors, agents and employees, from any and all claims, causes of action, suits, actions, damages, losses or liability arising out of termination of my employment and/or termination of my volunteer services rendered to Mission Oaks Recreation and Park District which may occur should any of my answers to the foregoing questions be subsequently determined to be false and not true and/or untrue.

Applicant Signature

Date

Supervisor Signature

Date

Mission Oaks Recreation & Park District

3344 Mission Avenue

Carmichael, CA 95608

(916) 488-2810

AGREEMENT FOR PERSONAL SERVICES

This agreement, made and entered into this _____ day of _____ 2017, by and between _____ (an individual, organization hereinafter referred to as "CONTRACTOR") and The Mission Oaks Recreation and Park District (hereinafter referred to as "DISTRICT"), shall be governed by the covenants provided below.

1. Services to be performed by the CONTRACTOR

(This info varies greatly depending on the activity, facility, and contractor. Below is a general template that fits many instructors).

- Instruction of _____ (facility) to _____ (facility).
- Provide all necessary _____ to _____ activity, and communicate with DISTRICT to _____ they will be used in the class. Permission must be received _____ to avoid any potential damage to facility.
- Assist with _____ the activity, and communicate with DISTRICT to avoid duplication of effort, and to be sure marketing meets DISTRICT guidelines.
- Provide the DISTRICT with proof of liability insurance

2. Services to be performed by the DISTRICT

- Promote programs, classes, events, trips, etc. using resources which could include website, Constant Contact email marketing, District Rec Guide, banners, fliers, and Facebook. Specific marketing to be agreed upon by Contractor and District.
- Manage the registration process for online, mail, and in-person enrollments.
- Provide rosters to CONTRACTOR.
- Provide use of _____ (facility) on _____ (days of week) from _____ (start time) to _____ (end time)

3. Term of the agreement



The term of this agreement shall commence on _____, 2015 and shall terminate on _____, 2016 unless otherwise terminated pursuant to Section 4, herein.

4. Termination

Either party may terminate this agreement by providing fifteen (15) days written notice to the other party. The executive director, or his/her authorized representative, shall tender notice of termination on behalf of the DISTRICT. The signatory to this agreement, or his/her authorized representative, shall tender notice of termination on behalf of the CONTRACTOR. In the event the CONTRACTOR terminates the agreement in advance of the date stated in Section 3, the CONTRACTOR shall be held accountable for any financial loss incurred by the DISTRICT as a result of premature termination. The DISTRICT reserves the right to terminate this agreement immediately for egregious behavior or conduct on the part of the CONTRACTOR. Either party may cancel the contract services, described in Section 1, if the registration or attendance is lower than the minimum number agreed by the CONTRACTOR and the DISTRICT.

5. Compensation for Services

As agreed upon by the two parties, the CONTRACTOR will receive ___% of the agreed compensation and the DISTRICT shall receive ___% of the agreed compensation. Compensation is determined by revenue collected from participants through program fees.

6. Assignment

This agreement is not assignable without the specific written consent of the DISTRICT.

7. Independent Contractor

It is understood that both parties in the performance of this agreement will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of one another. The CONTRACTOR is not an employee of the DISTRICT and is not entitled to any of the rights, benefits, or privileges of DISTRICT employment.

The services the CONTRACTOR performs pursuant to this agreement are intended to increase the ability and enjoyment of the participants engaged in the classes or activities conducted by the CONTRACTOR. The CONTRACTOR shall determine the means, manner, and conduct of the classes or activities, acting within the policies prescribed by the DISTRICT'S Advisory Board of Directors.

The CONTRACTOR shall keep accurate records, as required by the District and supervise participants in a manner consistent with common and reasonable safety and health practices.

8. Indemnification and Hold Harmless

The CONTRACTOR agrees to indemnify and hold harmless the DISTRICT, its officers, official employees and volunteers against any and all damages, claims, liabilities, costs, suits or expenses arising out of any act in connection with or attributable to this agreement.

9. Non-discrimination

The CONTRACTOR shall not discriminate with respect to race, color, religion, gender, national origin, age or disability in the hiring of employees pursuant to this contract.

10. Miscellaneous

In the performance of services provided through this agreement, the Contractor shall:

- Abide by all local, state and federal laws, including the Americans with Disabilities Act.
- At the expense of the DISTRICT, anyone employed, volunteering or contracted to perform services at any parks, playgrounds or recreational centers used for recreational purposes, in a position of having supervisory or disciplinary authority over any minor must be fingerprinted and have clearance on file at the Mission Oaks Recreation & Park District Office prior to start of employment, services or program. (For more information, please review Section 5164 of the Public Resources Code).
- It is the responsibility of the CONTRACTOR, as per law, to have all of his/her employee's/volunteer's fingerprinted if teaching/instructing or coaching minors, at the expense of the CONTRACTOR.
- Complete and have on file with the DISTRICT, the District's Questionnaire, "Employee, Contractor or Volunteer Having Supervisory Authority Over Minors".
- Complete a W9 form (Payee Data Form) and submit to Mission Oaks Recreation & Park District for tax purposes.

In witness whereof, the parties hereto have caused this agreement to be executed the day and year above written.

MISSION OAKS RECREATION & PARK DISTRICT REPRESENTATIVE

Print name of authorized representative	Print name of authorized representative
---	---

Signature of authorized representative	Signature of authorized representative
--	--

Date	Date
------	------

Address	Address
---------	---------

City, State, Zip Code	City, State, Zip Code
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Telephone	Telephone
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E-mail address	E-mail address
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