

LEISURE ENRICHMENT INSTRUCTOR MANUAL



GUIDE TO BECOMING AN INDEPENDENT CONTRACTOR OR
AN EMPLOYEE INSTRUCTOR

Paradise Recreation & Park District



6626 Skyway
Paradise, CA 95969
530 872-6393
www.paradisepd.com

Welcome Thank you for your interest in teaching a leisure enrichment class with Paradise Recreation and Park District. We are always interested in speaking with individuals who are willing to share their expertise and knowledge with the community. Paradise Recreation and Park District offers a wide variety of seminars, classes and activities. We look forward to offering new and innovative programs that promote physical and emotional wellness with in our community.

The information in this manual is intended for current Contract and Employee instructors and those who are interested in becoming a Contractor or Employee.

OBJECTIVES

The Paradise Recreation and Park District, as the recreational leader of the community, is committed to providing a diverse selection of recreation activities and park facilities for all members of the district. The Paradise Recreation and Park District Board of Directors and staff are dedicated to the following objectives:

- Offering a diversity of leisure services and activities for all age groups.
- Providing our patrons with well-organized and wholesome recreation activities and park facilities.
- Helping develop a community understanding of the value of leisure services.
- Staying professionally knowledgeable and informed.
- Dedicating ourselves to outstanding community service.
- Keeping programs and facilities safe, clean and environmentally pleasing.
- Contributing to the physical and mental development of individuals participating in District activities.

WHY TEACH A COURSE FOR THE PARDISE RECREATION AND PARK DISTRICT?

What can the District offer you as an instructor?

The District will place your class description in our Activity Guide which is distributed to 17,000 customers two (2) times a year.

The District uses a computer registration system and Instructors can look up attendance reports for participants in all classes. Participants can register online, in person, or by mail for classes and programs. We accept Visa, MasterCard and Discover, cash and checks for payments.



Frequently Asked Questions

How are instructors paid?

Instructors are paid a percentage of the registration collected for their class. If class is taught in a PRPD facility, employee instructors receive 60% of the registration fee. If classes are taught at the contract instructor's facility, instructors receive 70% of the registration fee. Fees are determined by the Recreation Supervisor or Superintendent and are based on a minimum number of participants to cover the costs of the class plus the 30% or 40% administration fee.

When do instructors receive payment for their class?

Instructor payments are processed at the end of the class session. Paydays are determined by the pay schedule of the district and vary for each instructor. This will be covered in a new hire orientation.

Would I be an employee of PRPD or an independent contractor?

If you have a business that also offers similar classes to the one you would be offering through PRPD, you are considered an independent contractor. An example of this is a dance studio offering classes through our activity guide. They hold a business license and offer these classes in a formal business environment.

If you have a special interest and want to share that experience with others and meet our hiring requirements, you would become an employee of PRPD. An example of this is an individual that would like to teach people how to play guitar and will be holding class in one of PRPD's facilities.

Will I be required to get my own insurance policy?

If you are a contract instructor teaching classes at your business or a non PRPD facility, you would be required to provide certificate of insurance with PRPD named as additionally insured and worker's compensation insurance for your employees. The specific requirements are listed in the sample agreement provided in this Handbook.

Once I start offering classes am I guaranteed to continue?

You will receive a request for class proposals for each new activity guide. A request for proposal does not guarantee acceptance each time. Your class will be reviewed each season and may be discontinued for the following reasons: No facility space, low or no registration for previous classes offered or a change in direction for the district.

What if I have more questions?

Please call the PRPD office at 530-872-6393 and ask for the Recreation Supervisor in charge of Leisure Interest Classes.

Submitting a Proposal

This booklet is designed to provide you with some of the basic information about being an Employee Instructor or Contract Instructor. Included is a Class Proposal Form which must be completed and submitted to the District. We strongly encourage you to check our current listing of classes before submitting a proposal to ensure that we are not duplicating services. Our class listings are displayed on our website at www.paradiseprrpd.com and printed in our Activity Guide.

Proposal & Criteria

Items of consideration when assessing proposals include:

- 1) Is the program going to enhance the recreational, social and educational needs as it relates to leisure time?
- 2) Is the program already being provided in the area or by PRPD?
- 3) Is the program of popular interest or being requested by the residents within the District?
- 4) Is the cost for the class reasonable and affordable to our target audience?
- 5) Will the program provide an adequate financial return if it is offered?
- 6) Does the instructor have all the necessary equipment/supplies for the program?
- 7) Does the instructor have a current clientele base or willing to recruit/market the program?

PRPD currently accept proposals in the following program areas:

- Youth, Adult, Adult 50+
 - Arts/Crafts
 - Fitness/Health
 - Cooking
 - Dance
 - Sports
 - Camps
 - Computer
 - Music
 - Performing Arts
 - Special Interest
 - Enrichment



Please keep in mind that PRPD provides Recreation Programs. A recreational experience defined by PRPD is one that enables people to participate in a physical activity, offers an opportunity for individuals to learn a new hobby, skill or art experience. PRPD has the right to reject any proposal if it is determined that it does not meet our current programming needs or philosophy.

How to fill out the PRPD Class Proposal

- Fill out Instructor Information – Phone & active email required
- Class Information
 - Class Title – Create a fun, simple and easily understood name for your class
- Class Description:
 - We strongly encourage that you “sell” the class in a fun and descriptive context. This description must not exceed 100 words. This should include a full course description plus information the customer should know prior to attending the course. The District may edit this description for publication.
- Class Dates:
 - Typical classes are usually held over 4-6 weeks, meeting once or twice a week. One-day seminars or workshops can also be considered. Please consider holidays when selecting dates.
- Class Time:
 - We encourage you to choose class times that make sense for you target audience. For example, a children’s art class during the school year would need to be held after school at a reasonable hour. Or an adult fitness class would most likely do better if it was held during evening hours when most people are off work.
- Location:
 - Contract Instructor classes would be held at the Contractors facility. Most Employee Instructor classes are held at the Terry Ashe Recreation Center and other PRPD facilities. Some Paradise Unified School District facilities may also be available.
- Supply List
 - Please provide a supply list and/or a materials fee if needed.
- Fee:
 - We strongly advise setting a realistic and reasonable price for your class.
 - Consider your time, supplies needed for class, etc.
 - Contract Instructor fees are established by the Contractor.
 - Employee Instructor class fees must be approved by the District.

PLEASE NOTE: Submitting a proposal does not guarantee the class or activity will be added to PRPD’s public recreation offerings. Additionally, if the class is accepted and offered, this does not guarantee automatic continuation of the program.

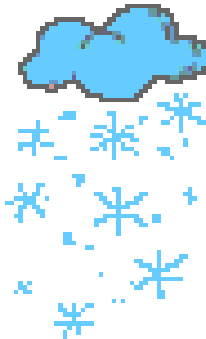
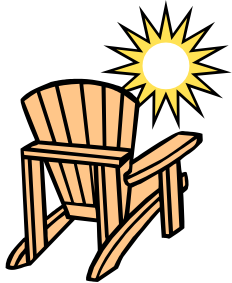
CLASS INTEREST LIST

In addition to the Class Proposal Form, prospective instructors must also submit a Class Interest List with names, signatures and contact information of at least five people who would like to take the course during the next Activity Guide season. A new Class Interest List will be required for each new season for classes that are being considered for cancellation due to low enrollment.

ACTIVITY GUIDE SEASONS

Fall/Winter - September 1 – February 28 (proposals must be submitted by July 1 for consideration)

Spring/Summer – March 1 August 31 (proposals must be submitted by January 1 for consideration)



APPENDIX

- I. Class Proposal Form
- II. Class Interest List
- III. Contract for Services

PARADISE RECREATION AND PARK DISTRICT
6626 Skyway, Paradise, California 95969
872-6393

PROPOSED CLASS/PROGRAM

INSTRUCTOR: _____ PHONE # (H) _____

QUALIFICATIONS / CERTIFICATIONS TO TEACH CLASS: _____ (W) _____

EMAIL _____

CLASS TITLE: _____

AGES: _____

DESCRIPTION / SUMMARY (100 words maximum)

NUMBER OF WEEKS: _____

ITEMS STUDENTS BRING:

NUMBER OF HOURS PER TIME: _____

1) _____

2) _____

DAY(S) PREFERRED: _____

3) _____

4) _____

DAYS UNABLE TO CONDUCT CLASS: _____

5) _____

TIME(S) PREFERRED (Actual Hours i.e., 7-9pm): _____

TIME NEEDED PRIOR / AFTER FOR ANY SET UP (i.e., special equipment, etc.): _____

MIN. # OF PARTICIPANTS: _____

MAX: # OF PARTICIPANTS: _____

PROPOSED FEE: _____

COST OF SUPPLIES \$ _____

ROOM SET UP / EQUIPMENT NEEDS:

LIST OF ITEMS IF THEY NEED TO PURCHASE:

Head Table _____

Chairs _____

Tables _____

Podium _____

Blackboard _____

Screen _____

Easel _____

Ext. Cord(s) _____

Water/Sink _____

Refrig. _____

Oven _____

Other _____

LIST PLACE TO PURCHASE: _____

CONTRACT FOR SERVICES

This agreement is made on _____, between Paradise Recreation and Park District (“Client”), with a principal place of business at 6626 Skyway, Paradise, CA. and _____ (“Contractor”), an independent contractor, with a principal place of business at _____

1. Term. This agreement will become effective _____, and will continue in effect until _____ without further notice, unless terminated earlier.

2. Services. Contractor shall conduct special classes and instruction in _____
_____ (hereinafter “Leisure Class” and/or “Leisure Classes”). Client, and not contractor, shall conduct class registration, establish fee schedules, and collect fees for any and all Leisure Classes. If any participant of a Leisure Class is a minor at the time of registration, Client will notify Contractor of same. Contractor, prior to performance hereunder and as a condition precedent to this agreement, shall cooperate with Client in Client’s request for records pursuant to California Penal Code Section 11105.3, and as amended from time to time (hereinafter “Section 11105.3”). Client’s cooperation includes, but is not limited to, providing: 1) fingerprints of Contractor and any and all persons hired by Contractor in his/her performance under this agreement; and 2) any requisite data pursuant to Section 11105.3. Contractor shall bear any and all costs associated with Client’s request(s) under Section 11105.3.

3. Method of Performing Services. Contractor will determine the methods, details, and means of performing the above-described services.

4. Status of Contractor. Contractor enters into this agreement and will remain throughout the term of the agreement, as an independent contractor. Contractor agrees that he/she is not and will not become an employee, partner, agent, or principal of Client while this agreement is in effect. Contractor agrees he/she is not entitled to the rights or benefits afforded to Client’s employees, including, but not limited to, disability or unemployment insurance, workers’ compensation, medical insurance, sick leave, or any other employment benefit. Contractor

is responsible for providing, at his/her own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for himself/herself and for his/her employees and subcontractors including estimated taxes, incurred as a result of the compensation paid by Client to Contractor for services under this agreement. On request, Contractor will provide Client with proof of timely payment. Contractor agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Contractor's failure to comply with this provision.

5. Use of Employees or Subcontractors. Contractor may, at Contractor's own expense, use any employees or subcontractors as Contractor deems necessary to perform the services required of Contractor by this agreement. Client may not control, direct, or supervise Contractor's employees or subcontractors in the performance of those services.
6. Compensation. Client agrees to pay Contractor Seventy percent (70%) of the total fees collected by Client from the Leisure Class participants for each Leisure Class. Payment will be made to contractor within Fourteen (14) days after receipt of an invoice from contractor and Leisure Class whichever is the later date. Completion by Client of each Leisure Class is a condition precedent to compensation as provided herein. Should Contractor fail to complete any Leisure Class session, Contractor shall not be entitled to any compensation for that Leisure Class, regardless of the number of class sessions taught prior to the breach.
7. Payment of Expenses. Contractor shall bear any and all costs incidental to his performance under this agreement and shall not be entitled to any reimbursement of said expenses.
8. Non-Exclusive Relationship. Contractor may represent, perform services for, and contract with as many additional clients, persons, or companies as Contractor, in his/her sole discretion, sees fit.
9. Place of Performing Work. Contractor will perform the services under this agreement on Client's premises situated at _____.
10. Leisure Class Schedule. The class schedules shall be determined by mutual agreement between Client and Contractor. The parties acknowledge the schedule will be subject to change to accommodate the needs and demands of the class attendees.
11. Tools, Materials, and Equipment. Contractor shall supply all tools, materials, and equipment required to perform the services under this agreement.

12. Worker's Compensation. Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.
13. Liability Insurance. Contractor agrees to maintain a policy of insurance in the minimum amount of \$2,000,000.00 to cover any negligent acts or omissions committed by Contractor or Contractor's employees or agents during the performance of any duties under this agreement. Contractor further agrees to indemnify and hold Client free and harmless from any and all claims arising from any such negligent act or omission.

The general liability insurance policy shall be with an insurer possessing a BEST's rating of no less than A:VII and shall be endorsed with the language stated in the following paragraphs a-d, inclusive:

- a. Paradise Recreation and Park District (hereinafter "PRPD") its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to liability arising out of services performed by or on behalf of Contractor.
- b. This policy shall be considered primary insurance as respects to PRPD, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by PRPD, including any self insured retention PRPD may have shall be considered excess insurance only and shall not contribute with it.
- c. The insurance provided by the insurance policy shall not be suspended, voided, cancelled or reduced in coverage or limits except after 30 days written notice has been received by PRPD.
- d. Contractor shall provide certificates of insurance coverage required herein. Certificates of such insurance shall be filed with PRPD on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with PRPD at all times during the term of this agreement.

14. Contractor's Qualifications. Contractor represents that he/she has the qualifications and skills necessary to perform the services under this agreement in a competent, professional manner, without the advice or direction of Client. This means Contractor is able to fulfill the requirements of this agreement. Failure to perform all the services required under this agreement constitutes a material breach of the agreement. Contractor has complete and sole discretion for the manner in which the work under this agreement will be performed.
15. Indemnity. Contractor agrees to indemnify, defend, and hold Client free and harmless from all claims, demands, losses, costs expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs that Client may incur as a result of a breach by Contractor of any representation or agreement contained in this agreement.
16. Assignment. Neither this agreement nor any duties or obligations under this agreement may be assigned by either party without the prior written consent of the other party.
17. Cooperation of Client. Client agrees to comply with all reasonable request of Contractor necessary to the performance of Contractor's duties under this agreement.
18. Place of Work. Client agrees to furnish space on Client's premises as described in paragraph 10 above for use by contractor while performing the above-described services.
19. Termination on Occurrence of Stated Events. This agreement will terminate automatically on the occurrence of any of the following events: a) Bankruptcy or insolvency of either party; b) Sale of the business of either party; or c) Death of either party.
20. Termination on Notice. Client may, at its sole discretion, terminate this agreement, without cause, by providing Contractor notice of such termination. The termination shall be effective fifteen (15) days following notice as provided in paragraph 25 below. In such event, notwithstanding paragraph 7 above, Contractor shall be entitled to pro-rata compensation for the number of class taught prior to termination.
21. Termination for Default. If either party defaults in the performance of this agreement or materially breaches any of its provisions, the non-breaching party may terminate this agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For the purposed of this paragraph, material breach of this agreement includes, but is not limited to, the following.

- a. Client's failure to pay Contractor any compensation due as provided in paragraph 7 above.
- b. Contractor's failure to complete the services specified in paragraph 2 above.
- c. Contractor's failure to perform the services specified in paragraph 2 above in a manner consistent with Client's standards and ethics.
- d. Either party's material breach of any representation or agreement contained in this agreement.

22. Confidential Information. Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Contractor's use are the sole property of Client. The proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning Client's employees, products, services, prices, operations, and subsidiaries.

Contractor will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with Client's approval, and only to the extent necessary to perform the services under this agreement. This prohibition also applies to Contractor's employees, agents, and subcontractors. On termination of this agreement, Contractor will return any confidential formation in his possession to Client.

23. Non-Solicitation. For a period of two years following the termination of this agreement, Contractor will not do either of the following: (1) call on, solicit, or take away any of Client's customers or potential customers Contractor became aware of as a result of performing services under this agreement; or (2) solicit or hire away any of Client's employees or contractors Contractor became aware of as a result of performing services under this agreement.

24. Notice. Any notices required to be given under this agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the date of actual receipt or the third day after mailing, whichever occurs first.

25. Entire Agreement of the Parties. This agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for Client and contains all of the representations, covenants, and agreement between the parties with respect to the rendering of those services. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this agreement, and that no other agreement, statement, or promise not contained in this agreement will be valid or binding. Any modification of this agreement will be effective only if it is in a writing signed by the party to be charged.
26. Partial Invalidity. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without begin impaired or invalidated in any way.
27. Attorneys' Fees. If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
28. Governing Law. This agreement will be governed by and construed in accordance with the laws of the State of California.

Dated: _____

 Name:
 Contractor

Dated: _____

 Name:
 Paradise Recreation and Park District
 Client