

# Contract Instructor Handbook

## **INDEPENDENT CONTRACT HANDBOOK**

A person or business who services the District under a mutual Contract Agreement, and who is not subject to the other's control. This means both parties will be acting in an independent manner not as agents, employees or partners. Independent instructors are to create their own curriculum, provide their own supplies, and staff their activity entirely on their own. In addition, they set their own hours and budget, and are entirely responsible for submitting signed rosters to receive payment. Independent contractors offer a general service to the public and are required to abide by the terms of the District's contract.



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The information in this handbook is intended for current and potential instructors. Please use this handbook as a reference and resource for teaching a class for the Pleasant Hill Recreation & Park District.

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# Welcome

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## Welcome to Pleasant Hill Recreation & Park District

Thank you for your interest in becoming a Pleasant Hill Recreation & Park District independent contract instructor. Our goal is to provide recreation opportunities that offer quality recreational programs for the community. To serve the diverse recreational needs of individuals and families and to enrich the quality of life, we need independent contractors' help. Programs may be designed for people of all ages: preschool aged children, youth, teens, adults, and seniors. We look forward to working together to reach common goals and to serve our community. This handbook is intended to provide information for current instructors and those who may be interested in becoming an instructor.

## Our Impact

- We serve over 40,000 people within the community, an area about 20% larger than the City of Pleasant Hill.
- We touch approximately 100,000+ persons who participate in programs, visit District facilities, or volunteer annually.
- We promote an active, healthy lifestyle for preschool, youth, teens, adults, and seniors.
- We foster self-enrichment and personal development by offering over 2,300 classes, programs and activities.
- We preserve and drive community economic value by providing diverse programs, well-maintained neighborhood and community parks, trails, and open space to attract and retain residents, businesses and visitors.
- We strengthen community engagement by working closely with community partners and clubs, coordinating volunteer activities, co-sponsoring community events, and supporting local charities.
- We preserve and protect natural resources of California by conscientiously and proactively maintaining the District's 269 acres of parkland.
- We improve safety and security by providing positive recreational activities and safe environments for at-risk groups.



## General Overview

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The general process for proposing and offering a class is as follows. Refer to the Glossary in Appendix A for more information.

**New Contract Instructor Application and Course Proposal:** Prospective instructor submits application and course proposal to District staff liaison for review. Instructor must provide a course outline, sample materials, and information about the organization.

**Interview and Reference Checks:** Qualified instructor candidates will be invited to interview. District policies, procedures, expectations, contract agreement will be reviewed and discussed. The District staff liaison will contact instructor references.

**Contract and District Agreement:** Upon mutual agreement with the instructor candidate, the District staff liaison completes a contract with the required signatures (instructor and District staff liaison). The term of the Contract shall commence at the discretion of the District staff liaison and shall remain in full force for a term of \_\_\_\_\_ year(s).

Upon signing the agreement, the District staff liaison and Contractor will agree on the contractor compensation of the class registrants. No instructor may teach without a signed contract agreement form indicating compensation percentage.

**Fingerprinting & Tuberculosis Testing:** All instructors must be fingerprinted (form provided by District staff liaison) and provide proof of a negative TB Test (taken within the last two years) if they teach programs for individuals under 18 years of age. Independent contractors are responsible for the expense of both screenings.

**Mandated Reporting:** By law under the California penal Code sections 11164-11174.3, independent contractors are legal mandated reporters. All instructors must report reasonable suspicions to children and family services, the local law enforcement, or County Sheriff's Department, Probation Department or Child Welfare Agency as soon as reasonably possible. See Glossary: "Child Abuse, Reporting"

**Business License:** This process needs to occur annually. All documents pertaining to business licenses need to be submitted to your District staff liaison. For more information regarding the Business License policy, refer to pg 5.

**Insurance:** All contract instructors are required to provide \$1M liability insurance. A copy of the certificate, or payment for insurances purchased through the District Office (contact 925-682-0896 ex 620 or acraw@PleasantHillRec.com), are due to the District staff liaison 30 days before the classes first day, or the class(es) may be cancelled.



**Monitor enrollment:** After signing the contract agreement with your District staff liaison you will be provided CivicRec log in credentials. Through the CivicRec portal (rec1.com) you will have access to your assigned courses. You will be responsible for viewing the portal to check enrollment status and contacting participants. The District gives registrants minimum of 5 business days' notice of a cancellation. For new classes, it is advised to offer the class despite low enrollment to build the class's reputation.

**Request rosters and attendance sheets:** Prior to class, the instructor can request their class rosters and attendance sheets from the District staff liaison or through CivicRec. These documents are left at the location of the class: Community Center, Senior Center, Teen Center, Winslow Center, District Office, and the Aquatics Center for convenient pick up by the instructor.

**Attendance sheets:** Instructors must have all participants sign in and out at every class. A parent or guardian must be present to sign out the participant, unless specific instructions are given by the parent. Instructors are responsible for submission of signed attendance sheets to their District staff liaison to receive payment for the completed class.

**Class observation:** District staff liaison may observe classes periodically.

**Participant Course Evaluations:** At the end of each session, District staff will email an evaluation to every participant via CivicRec. Instructors can contact their District staff liaison member for specific feedback on a class.

**Submitting for Payment:** Following the completion of their class/program, the instructor submits the attendance sheets, waivers, and any special invoice to the District staff liaison. District staff liaison will not create invoices for their instructors.

**Payment Schedule:** The District staff liaison checks the submitted attendance sheets against the most current roster in the system. The District staff liaison approves the invoice, including any adjustments, and sends it to the District board which will process the payment according to the published schedule.



## Appendix A

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### Glossary of Policies and Terms

#### Americans with Disabilities Act (ADA)

The ADA is federal legislation which gives civil rights protection to individuals with disabilities. This act guarantees equal opportunity for individuals with disabilities for employment, public accommodations, transportation, local and state government services and telecommunications. It is the policy of the Pleasant Hill Recreation & Park District fully abide by the requirements of the ADA and to make accommodations for individuals with vision or hearing impairments or other individuals with disabilities including neurodisabilities so that they have an equal opportunity to participate. Please advise District staff liaison if a participant has a disability requiring special accommodations.

#### Business License

In accordance with the City of Pleasant Hill Business License guide any person conducting a business, trade or profession in the City of Pleasant Hill must secure a business license. A separate license is required for each branch of location of the business. Business licenses must be obtained by the City of Pleasant Hill within 30 days of the course start date. Follow the link below to print off a business license. Business license cost varies based on gross income of the business.

<https://www.pleasanthillca.org/70/Business-License>

Ph: (925) 671-5234 | Email: [Businesslicense@pleasanthillca.org](mailto:Businesslicense@pleasanthillca.org)

#### Child Abuse, Reporting

Independent contractor instructors are Mandated Reporters under the California Penal Code sections §11164-11174.3. Independent Contract Instructors are obligated by law to report suspected cases of child abuse and neglect, based on information obtained in his or her professional capacity or within the scope of his or her contract or service. A report must be filed with the local law enforcement, or the County Sheriff's Department, Probation Department or Child Welfare Agency as soon as reasonably possible. "Reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. "Reasonable suspicion" does not require certainty that child abuse or neglect has occurred, nor does it require a specific medical indication of child abuse or neglect; any "reasonable suspicion" is sufficient. Whenever a mandated reporter reasonably suspects a child has been the victim of child abuse or neglect, the mandated reporter must IMMEDIATELY or as soon as practicable make a telephone call to the Pleasant Hill Police Department at (925) 288-4600 or Contra Costa County Child and Family Services Bureau at (877) 881-1116.



## CivicRec

Weblink: [Rec1.com](http://Rec1.com)

The PHR&PD uses CivicRec software. When signing on as an Independent Contract Instructor with the District you will have access to the CivicRec public site. When logging in as an instructor you will be able to view your roster and contact the participants via email.

## Class Cancellations

Classes that have not met minimum enrollment 5 business days before first meeting will be canceled.

## Class Dates, Days and Times

As facilities are assigned based on set-up requirements, be specific on numbers of tables, chairs, projector, floor plan and space. It is helpful if you include any alternate dates, days and times you would like to offer your class. The more flexible you are with days and times, the more likely we will be able to offer your class. Please note that priority may be given to ongoing and returning instructors. Your classroom will be available at your start time, unless arranged with your District staff liaison.

## Class Rosters and Attendance

Based on location of your class, the facilities Administrative Assistants (see Appendix C) will provide you with your class roster per day. If you are interested in receiving the roster beforehand, you may coordinate with your District staff liaison or go onto CivicRec ([rec1.com](http://rec1.com)) and personally print off the roster. Instructors must have all participant parents/guardians sign in and out at every class. A parent or guardian must be present to sign out the participant, unless otherwise noted on the child's emergency form. Completed attendance sheets and waivers must be returned to your District Staff liaison before your payment can be processed.

## Compensation

For your services, you receive the agreed upon percentage per participant noted on your Contractor Agreement. Independent contract instructors are responsible for compensation of additional staff.

## Code of Conduct

Pleasant Hill Recreation and Park District is committed to creating a safe and positive environment for the physical, emotional and social development of all participants, ensuring the welfare and protection of the individuals and groups with whom our instructors work. It is the individual responsibility of each instructor to aspire to the highest possible standards of conduct. The District has set forth a code of conduct to guide our instructors and protect their students for the mutual benefit of all concerned. All instructors are required to submit the ***Code of Conduct Acknowledgement Form*** (Appendix K) with their proposal.



## Course Evaluations

Feedback from participants is very important. At the end of each session, District staff liaison will email an evaluation to every participant via CivicRec. Instructors can contact their District staff liaison for specific feedback on a class.

## Criteria for Proposal

Proposals that fit into one of our areas and meet the following criteria will be considered:

1. Is the program going to enhance the recreational, social and educational needs as it relates to leisure time?
2. Is the program being requested by the citizens of Pleasant Hill and is this need documented?
3. Will the program provide an adequate financial return if it is offered?
4. Is the program currently being provided by PHR&PD, which would create an unnecessary duplication of service or compete directly with programs that the District currently operates?
5. “Hands-on” programs are more successful than straight lecture.
6. Basic recreation and leisure classes have a higher priority with the District than educational programs.

## Detailed Course Description

Please submit the description you would like printed in the Spotlight. Please keep description between 40 and 60 words. If needed, browse through previous Spotlight’s to help with course descriptions. The District reserves the right to edit descriptions.

## Emergency Evacuation Procedures

Emergency evacuation can be for many reasons. It may include fire alarm, earthquake, weather, or other hazardous conditions. During an evacuation, Instructors are responsible for the participants in their program. Instructors’ responsibilities are as follows:

- Instructors are expected to ensure the safety and supervision of their participants in the event of an evacuation.
- Instructors should take roll and have their attendance or class list to record everyone at the beginning of the class and after the evacuation.
- After an evacuation, Instructors will stay with participants under the age of 18 until they have been released to a parent or guardian.
- In the event that a parent or guardian does not pick up their participant under the age of 18 after the scheduled class end time, Instructor must stay with the participant or release the participant(s) to District staff liaison or Police Officer.
- Should an Instructor be injured or need to leave immediately, they must release their participant(s) under the age of 18 to a District staff liaison or a Police Officer before leaving.
- Follow all directions of safety personnel and District staff liaison.



### Equipment Available for Use (no charge to Contractor):

- Whiteboard (must provide own dry erase markers)
- TV/VCR/DVD
- PA with Microphone and Stand
- Tables and Chairs: please clean tables after use or use table covering

### Equipment Not Available for Independent Contractors

Instructors are not allowed to use the District's copy machines, fax machines, computers or phones at any of the facilities and must bring their own easel paper and markers (for paper and dry erase boards), AV cable for iPods and laptop projectors.

### Facilities *(See Appendix C for name and addresses)*

Pleasant Hill Recreation & Park District has a variety of locations available for hosting classes. The District will select an appropriate facility for you based on facility availability, your class needs, and estimated class size. Facilities are very limited. The District reserves the right to move a class within an appropriate time frame.

### Facility Set-Up/Take-Down and Assistance

Arrive at least ten (10) but no more than fifteen (15) minutes prior to your class start time, unless otherwise arranged with your District staff liaison. Please refer to the *PHR&PD Phone Directory & Facility Addresses*, Appendix C, should you need facility assistance on the day of your class. Please clean up after your class and vacate the facility to allow set up for the next class or event. The District does not provide storage for contract instructors' equipment or supplies.

### Fees

Each instructor sets the resident fee for their class. The District imposes a non-resident fee for individuals who do not live within the Pleasant Hill Recreation and Park District limits which is 25% higher, but no more than \$50, than the resident fee. The District also adds a \$5 class registration fee (registration, ADA, facilities, and admin). The instructor does not receive any percentage of the non-resident fee or registration fee. Once the class has been completed, the instructor invoices for 60% of the resident fees, and the District keeps 40%. The 40% covers facility fees, administrative services, advertising of the class, and registration fees.

### Lab Fees/Supplies/Materials

Instructors are responsible for providing all materials and supplies needed for their classes. Instructors may choose to charge a small (less than \$20) Supply Fee. This fee is payable directly to the instructor at the first class from the participants. This fee needs to be justified with receipts for supplies, and the instructor is permitted to keep 100% of this fee.



## Fingerprinting & Tuberculosis Testing

All Independent Contract Instructors and their employees who teach classes to youth (under 18 years of age) are required to submit proof verifying a negative Tuberculosis (TB) test before the class start date. No instructor, employee or volunteer shall work with minors unless the proper screening has taken place. All instructors must be fingerprinted before they can begin teaching a class. Contact your District staff liaison to complete the LiveScan form and schedule an appointment through the UPS Store or Police Department.

## Harassment & Violence

Pleasant Hill Recreation & Park District is committed to providing safe and secure programs without compromising the safety of the public and its Independent Contract Instructors. The District does not condone and has a zero tolerance of any form of violence, physical force, harassment, and physical or verbal threats.

Because an early intervention maximizes the chances of redirecting the instigator's violent behavior into non-violent modes of expression, any statement made in the presence of any Independent Contract Instructor who is thought to be threatening shall be reported immediately and on a confidential basis to the Police Department.

Harassment can be defined as any behavior that is disrespectful and causes discomfort to another person. Harassment of any Instructor, whether physical or verbal, whether by Management, Supervisors or Program Participants, is unacceptable. Harassment based on any of the protected characteristics is illegal: race, color, religion, sex, age, national origin, ancestry, citizenship, disability, veteran status, medical condition, marital status, and sexual orientation.

Harassment is behavior that is unwelcome and derogatory based on a person's protected class membership. Types of harassment include:

Verbal Harassment: derogatory comments, jokes, slurs

Physical Harassment: unwanted physical contact, assault, any interference with normal movement

Visual Harassment: derogatory posters, cartoons or drawings

Sexual Harassment: unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature

Your responsibilities as an Independent Contract Instructor are:

- Be responsible for your own actions and conduct.
- Act on any observed harassment taking place in the environment.

Action may include:

- Clearly tell the person that the behavior is offensive and unwanted.



- Document instances and details of the situation you think are inappropriate to your District staff liaison.

If you witness harassment:

- Document instances and details of the situation you think are inappropriate to your District staff liaison
- Intervene if safe to do so.

## Holidays

The District is closed, and classes will not be offered on the following holidays.

New Year's Day	Jan 1	Labor Day	1 <sup>st</sup> Mon in Sept
Martin Luther King, Jr. Day	3 <sup>rd</sup> Mon in Jan	Thanksgiving Day	4 <sup>th</sup> Thus in Nov
Presidents' Day	3 <sup>rd</sup> Mon in Feb	Day after Thanksgiving	4 <sup>th</sup> Fri in Nov
Memorial Day	Last Mon in May	Christmas Eve	Dec 24
Juneteenth	June 19th	Christmas Day	Dec 25
Independence Day	July 4 <sup>th</sup>	New Year's Eve	Dec 31
Veterans' Day	Nov 11		

## How to Submit a Proposal

In this handbook, you will find our Proposal Form on page 18 & 19 (Appendix E). Please submit these pages and return to the District Office.

**1. A Description is needed.** The District wants to know what goes on in your class but in addition, we need a description to sell your program to the public in our seasonal Spotlight. Space is limited so be sure to use your words wisely and effectively to truly get across what your class will include as well as the benefits students will receive from taking it. Please keep descriptions between 40 and 60 words. The District may need to edit your description further based on space availability in our activities guide.

**2. You must include the proposed dates of your class.** You must be specific. Do not leave them blank because District staff liaison will have to call you for the dates. All facility information is now computerized. This means a date needs to be entered before a conflict can be detected.

**3. You must compute your own class price.** You can figure the per student class fee rate in this way. Select the lowest fee per hour you will work, multiply this number by the number of hours you will spend teaching this class. Divide this number by the minimum number of students you will teach. Now, divide this number by .6 (typically instructors are paid 60% of the key fees collected however different percentages may apply depending on type of instructor).



4. **Submitting a proposal does not guarantee your class will automatically be added** to the District's class offerings. Additionally, once added no guarantees are made that the District will automatically continue offering the activity or program.

## Incident & Injury Reports

There are two different forms based on the situation. An **incident** report is an accident, medical situation, behavior event, non-injury occurrence vs an **injury** report is when someone gets hurt, needs medical attention on the body, bleeding or requires some form of First Aid.

If an incident or injury occurs during your class to a participant or instructor, immediately complete a *CAPRI Incident or Injury Report Form* and contact your designated District staff liaison within 24 hours (see *PHR&PD Phone Directory & facility Addresses, Appendix C*). Complete all sections of the report and include as much specific information as possible regarding circumstances surrounding the incident, including witnesses. If you have any other questions regarding an incident/injury, please call your District staff liaison. Only District staff or Independent Contract Instructors are to complete the incident/injury report.

Some things to remember when dealing with an incident or injury:

- If a serious injury occurs, do not move the injured person more than necessary.
- If necessary, call for Emergency Medical Services (Appendix C).
- For minors under 18 years of age, notify parent or guardian as soon as situation allows. Parent should arrange for necessary transportation and relieve you of further action. Do not transport the injured individual by yourself.
- Stay with injured person until relieved by emergency personnel.
- Notify your District staff liaison of the incident/injury as soon as possible.
- An incident or injury form must be filled out the day of the incident or injury and submitted to the District staff liaison within 24 hours.

**Release of Incident or Injury Information:** If a serious incident or injury should occur or one for which an incident or injury report is submitted, all instructors are directed to give no information relative to the circumstances surrounding the incident to any person, except identified District staff liaison. In all cases, a District staff liaison representative will release the information when applicable. This procedure is necessary to prevent inaccurate hearsay information and to protect the District in case of legal action.

## Insurance

Instructors are responsible for providing a copy of their Certificate of Insurance listing the Pleasant Hill Recreation and Park District as Additional Insured with liability coverage in the amount of \$1 million (may be higher for sports activities). You will not be able to teach your class if the District does not have proof of your insurance.

If your homeowner's or business insurance company does not offer this, then insurance can be purchased through the Pleasant Hill Recreation and Park District through Alliant Insurance.



Rates are good for the calendar year, and new rates will be published each January. Insurance payments are not refundable, even if your class is cancelled. (See appendix H) Instructors must submit the *Instructor Insurance Form* in Appendix H to indicate their insurance provider. Any insurance documentation and payments are due by the first day of the month your class is in. If this information is not received, your class may be cancelled. Submit insurance information directly to your District staff liaison.

### Instructor Illness or Emergency

If you are unable to teach your class, call your District staff liaison (Appendix C) as far in advance as possible. If a class cannot be made-up, class participants will receive a pro-rated credit for the class, and the resident fee on which the instructor is paid will be pro-rated accordingly.

### Irate Customer

In the event of an incident at a facility involving an angry customer where you believe you are in danger or in need of assistance, walk away from the situation, go to a safe location, and call 911 (if using a cell phone, dial Dispatch directly at (925)680-7000). At no time should you place yourself in danger trying to resolve a volatile situation. If you feel the problem will not get out of hand, call the Police Department non-emergency number at (925)288-4600.

### Marketing and Advertising

#### ***The District's Role***

Pleasant Hill Recreation & Park District advertises all classes in the triannual Spotlight (our Activity Guide), which is mailed to all Pleasant Hill Recreation & Park District residents. The District also advertises through the District website <http://www.pleasanthillrec.com/index.html>. The District may create additional marketing materials highlighting specific classes or programs. By signing your contract, you consent to these marketing efforts by the District.

#### ***The Instructor's Role***

In addition to the District's marketing efforts, you may advertise and market your class at your own expense. However, any marketing materials or flyers using the District's logo must be approved by District staff liaison prior to distribution. Instructors may not use images of participants in any form of marketing and cannot take photos or videos of participants without express consent from participants, their guardians and the District.

Instructors may not use District classes to recruit for personal business or promote their business during class hours or on District premises. Instructors shall not market products that are sold as part of their business. Instructors shall not utilize District class rosters for business promotional or marketing purposes.



## Participants, Minimum/Maximum

Be sure to include the minimum and maximum number of students you are willing to accept. Please remember that it is the District's goal to limit the number of cancelled classes, and we reserve the right to not offer classes that have the minimum number of participants set too high. The minimum for first-time classes should be set low (e.g., 3-5 people) in order to build the class's reputation.

## Payment

To receive payment, you must submit the course attendance sheet(s), with the instructor's signature on the bottom. Please follow the Payment Schedule (Appendix B), payment date based on when attendance sheet is turned in. If you choose to issue an official invoice, please attach it to your attendance sheets. The invoice should include the instructor's name, address, to whom you're billing, enrollment # and course barcode. Signed class liability waivers are submitted to the District staff liaison.

### ***Direct Deposit/ACH***

Instructors can sign up to receive direct deposit in lieu of a mailed hard copy check. If interested contact your District staff liaison (see Directory Appendix C) and they will provide directions on how to sign up. ACH forms must be turned in via mail or hand delivery. Emailed or electronic submission will not be accepted.

### ***Payment Schedule***

Payment schedule is based on the District Board meetings. A schedule of these dates can be found in Appendix B. Invoices should be sent directly to your District staff liaison, (see Directory Appendix C). \*Note the District Board may cancel or reschedule a meeting due to quorum or other unforeseen circumstance, which will delay the payment process.

## Photos/Videos

Instructors are not permitted to capture images of students without written consent of both the participant (or guardian if under age 18) and the District. Instructors are not permitted to distribute images of students at any time. All images will be taken by District staff and used in accordance with permission granted by students and guardians through the District's registration process and the class waiver. This waiver does not grant permission to independent contract instructors for use of images.

## Rain Out

If weather prevents a class from running as scheduled, the District staff liaison will try to schedule a make-up class. If the make-up cannot be held, the participants will receive a pro-rated refund for the cost of the single class.



## Registration

All registrations, cancellations, and participant payments are to be handled by the Pleasant Hill Recreation & Park District staff liaison. Registration is online, by mail, fax/phone, or in person at the Pleasant Hill Recreation & Park Administrative District Office and Community Center. Instructors are not to accept payments. Violation of this policy will terminate an instructor's contract. Drop-in class policy will be determined between you and your District staff liaison.

## Refunds, Transfers and Customer Satisfaction

Customer refund or transfer requests must be received by the District 10 business days prior to first class/activity. Transfers or credits to your account will be assessed a \$5 processing fee. A refund by check or to your credit card will be assessed a \$10 processing fee. Processing fees are assessed for each student and each class/activity that is being changed or canceled. No fees will be charged if the class/activity is canceled or changed by the District.

## Setup and Equipment Requirements

All Independent Contractors must submit set-up requirements on their Class Proposal. The set-up description helps the District staff liaison schedule your class in the best facility. Independent Contractors must leave the room in the condition in which they received it. Contractors are required for class equipment set up and clean up. ***Please note that the District does not provide storage for instructors' equipment or supplies.***

## Spotlight

All classes are listed in the Pleasant Hill Recreation & Park District Triannual Spotlight (mailed to all Pleasant Hill residents). The Spotlight is published three times per year and is also available for viewing on the PHR&PD website. Additional copies may also be picked up at the District Office, Community Center (while supplies last) or found online at [pleasanthillrec.com](http://pleasanthillrec.com)

**Spotlight Edition:** General class dates are:

- Fall/Winter: September through end December, ***Course proposals due end of April.***
- Winter/Spring: January through end March, ***Course proposals due late Sept/early Oct.***
- Spring/Summer: April through end August, ***Course proposals due early Nov.***

## Use of the Pleasant Hill Recreation & Park District Logo

The Pleasant Hill Recreation & Park District Logo is a trademark of the District and may not be used without written approval by a District staff liaison.

## Youth Classes (under age 18)

If you are teaching a youth class, please ensure that children are not roaming the facility unsupervised (including bathroom breaks, water breaks, and snack breaks.) Youth participants must be signed out by an authorized parent/guardian.



## Appendix B

### Payment Schedule and Terms

We appreciate doing business with your company and understand the importance of timely payment. State law requires that the Pleasant Hill Recreation & Park District Board authorize payment of the District's financial obligations. To meet this requirement, all payments are listed on a Check Register submitted to the Board via the agenda & packet which then must be posted publicly at least 72 hours prior to Board meeting at which they may be approved by a vote of the Board prior to disbursement. The attached schedule is based upon the approved schedule of public Board meetings and is provided as a guide for submission of your attendance sheets and invoices to District staff liaison for approval, processing & agendizing before going to the District Board for approval then disbursement. Please note the deadline for vendor submission of attendance sheets and invoices. Following approval of the Board- ACH payments will be scheduled for immediate disbursement; checks will be processed then mailed along with all the other disbursements of the District. **Occasionally, the District Board may reschedule a meeting due to quorum or other unforeseen circumstance, which will delay the payment process till the next Board meeting, in accordance with State law.** If you have questions regarding the payment process, please call Lisa Clark (925) 682-0896.

<i>Due date for Vendor to submit to District</i>	<i>Board Meeting Date</i>
12/29/2025	1/8/2026
1/12/2026	1/22/2026
2/2/2026	2/12/2026
2/17/2026	2/26/2026
3/2/2026	3/12/2026
3/16/2026	3/26/2026
3/30/2026	4/9/2026
4/13/2026	4/23/2026
5/4/2026	5/14/2026
5/18/2026	5/28/2026
6/1/2026	6/11/2026
6/15/2026	6/25/2026
6/29/2026	7/9/2026
7/13/2026	7/23/2026
8/3/2026	8/13/2026
8/17/2026	8/27/2026
8/31/2026	9/10/2026
9/14/2026	9/24/2026
9/28/2026	10/8/2026
10/12/2026	10/22/2026
10/26/2026	11/5/2026
11/9/2026	11/19/2026
11/23/2026	12/3/2026
12/7/2026	12/17/2026



## Appendix C

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### Pleasant Hill Recreation & Park District Contact List

District Office: 147 Gregory Lane Pleasant Hill CA 94523  
Business hours: Monday-Friday, 9:00 am - 5:00 pm  
Phone: (925) 682-0896 | Fax: (925) 682-1633

**District Office | 147 Gregory Lane Pleasant Hill CA 9423 | T: 925-682-0896 | F: 925-682-1633**

Ally Crow – Youth Coordinator	925-771-7620
Taya Denney – Aquatics Coordinator	925-771-7619
Korey Riley – Aquatics & Sports Manager	925-771-7617
Victoria Davis – Sports Coordinator	925-771-7616

**Aquatics Center | 147 Gregory Lane Pleasant Hill CA 9423 | T: 925-682-7830**

**Community Center | 320 Civic Drive Pleasant Hill CA 94523 | T:925-676-5200**

Front Desk Attendant	925-771-7662
Custodian	925-726-7252

**Senior Center | 233 Gregory Lane Pleasant Hill CA 94523 | T: 925-798-8788 | F: 925-771-7672**

Front Desk Attendant	925-771-7635
Karen McKimmy - Adult/Senior Coordinator	925-771-7648
Building Maintenance/Custodian	925-446-2760

**Teen Center | 147 Gregory Lane Pleasant Hill CA 94523 | T: 925-691-5645**

**Winslow Center | 2590 Pleasant Hill Rd Pleasant Hill CA 94523**

**Pleasant Hill Police Department | 330 Civic Dr. Pleasant Hill, CA 94523**

Emergency 9 -1-1  
Non-emergency: 925-288-4600



## Appendix D

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### Checklist for Independent Contract Instructor

#### Submitting a Proposal

- New Contract Instructor Application:
- Course Proposal(s) (Appendix E)
- Interview with District staff (New Instructors)
- Reference checks (New Instructors)

#### Before Your Class Begins

- Contract Agreement signed and filled out completely
- Complete and submit Instructor Insurance Form (Appendix H)
- Workers Compensation Certificate
- Fingerprinting & TB Test required when teaching youth under 18 yrs of age: Submit completed Live Scan form to District staff liaison for each individual instructor
- Form W-9, IRS completed and returned
- Business License (see Glossary for detailed requirements)
- Acknowledgement of Mandated reporter form signed
- Acknowledgement of Code of Conduct to Create a Safe, Positive Environment for All Participants
- Get approval from District staff liaison for additional marketing collateral
- Check enrollment using CivicRec Instructor portal

#### Conducting Your Class

What to bring with you:

- All supplies
- Class Roster and Attendance Sheet
- CAPRI Accident Report
- Recreation Services Contact List

#### After Your Class is Complete

Please submit the following documentation to your District staff liaison upon completion of your class:

- Attendance Sheet signed by all participants with your signature on the bottom
- Special Invoice (if company provides one)



## Appendix E

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### Pleasant Hill Recreation & Park District Course Proposal for Instructors

*Please complete entire form:*

**Instructor's Name:** \_\_\_\_\_

**Business/Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Street**

**City**

**Zip**

**Day Time Phone** \_\_\_\_\_ **Evening Phone** \_\_\_\_\_

**To Whom Should Checks be made payable?** \_\_\_\_\_

**E-mail Address** \_\_\_\_\_ **Web Site Address** \_\_\_\_\_

**Course Title:** \_\_\_\_\_

**Course Description:** *For additional space, continue on the back or a separate paper.*

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**Course Objective(s):**

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**Special Instructions for Participants:**

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**List a description of your program to appear in the Activities Guide (40-60 words):**




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**Proposed Day(s):** Mon Tues Wed Thurs Fri Sat Sun                      **Time(s):** \_\_\_\_ to \_\_\_\_ **AM/PM**

**Session Start Date:** \_\_\_\_\_ **Session End Date:** \_\_\_\_\_ **# of classes** \_\_\_\_\_

**Exception Dates:** \_\_\_\_\_

**Course Fee:** \_\_\_\_\_ Additional Lab fee you will collect (if applicable): \_\_\_\_\_

**Minimum Participant's Age:** \_\_\_\_\_ **Maximum Participant's Age:** \_\_\_\_\_

**Class size (# of Students) Minimum:** \_\_\_\_\_ **Maximum:** \_\_\_\_\_

**Facility/Set-up requirements** (please be specific). *Number of tables, chairs, where you'd like them placed, slide projector, easels, etc. Attach a floor plan if you prefer.*

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**Supplies or materials students need to bring / wear to class:**

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**Any experience or prerequisites required of students before taking the class?**

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**Provided Supply list:** Yes \_\_\_\_\_ (please attach) No: \_\_\_\_\_

**Previous Instructor Experience - Please list the three most recent experiences**

Dates	Contact	Phone	Agency	Reason for Leaving



## Appendix F

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**AGREEMENT  
BETWEEN PLEASANT HILL RECREATION & PARK DISTRICT  
AND INDEPENDENT CONTRACTOR**

Agreement made \_\_\_\_\_, between PLEASANT HILL RECREATION & PARK DISTRICT, 147 Gregory Lane, Pleasant Hill, California (hereinafter "DISTRICT"), and \_\_\_\_\_ (tax i.d. number) (hereinafter "CONTRACTOR").

1. DISTRICT agrees to engage CONTRACTOR to perform services on a continuing basis, which services are described generally as teaching class (es) under the terms and conditions set forth in this Contract.
2. CONTRACTOR agrees to perform any and all services generally performed by CONTRACTOR in his/her usual line of business, including but not limited to the following: \_\_\_\_\_  
\_\_\_\_\_
3. The term of the Contract shall commence on \_\_\_\_\_, and the Contract shall remain in full force for a term of \_\_\_\_\_ year(s).
4. As compensation for services performed under this Contract, DISTRICT shall pay CONTRACTOR 60% of the activity fee (does not include \$5 ADMIN/ADA FEES, non-resident fees or discount given) within 30 days after the completion of the class and all class forms are turned into the office for payment.
5. The parties intend that CONTRACTOR, in performing the specified services, shall act as an independent contractor and shall have control of his/her work and the manner in which it is performed. He/She shall be free to contract for similar services to be performed for other employers while he/she is under contract with the DISTRICT. CONTRACTOR is not to be considered an agent or employee of DISTRICT, and is not entitled to participate in any pension plans, bonus, stock or similar benefits that DISTRICT may provide for its employees.
6. (a) CONTRACTOR shall superintend, either personally or through a representative, the execution of all work covered by this Contract. If CONTRACTOR uses a representative, CONTRACTOR agrees that such individual shall be competent and qualified and shall give his/her personal attention to the work hereunder at all times, and shall represent CONTRACTOR with full power to act on matters pertaining to this Contract.



- (b) CONTRACTOR, as an independent contractor, shall have the authority to control and direct the performance of the work done under this contract. However, the work shall be subject to the DISTRICT's general right of inspection and supervision to secure the satisfactory completion thereof.
7. (a) CONTRACTOR shall be responsible for performing the work under this Contract in a safe, skillful, and workmanlike manner, and shall be liable for his/her own negligence and the negligent acts of his/her employees. DISTRICT shall have no right of control over the manner in which the work is to be done, and shall therefore not be charged with the responsibility of preventing risk to CONTRACTOR or his/her employees. All work shall be done at CONTRACTOR's risk.
- (b) CONTRACTOR shall indemnify DISTRICT against all liability or loss, and against all claims or actions based upon or arising out of injury to or death of persons, or damage to or loss of property, arising out of the negligence or willful misconduct of CONTRACTOR, his/her employees or agents, or arising out of the use of CONTRACTOR's equipment in connection with the performance of this Contract.
- (c) CONTRACTOR shall furnish all equipment to be used by him/her or his/her employees in carrying out the terms of this Contract, and shall be held liable for any personal injury or property damage resulting from the use, misuse or failure of such equipment. The equipment shall be maintained by CONTRACTOR.
8. CONTRACTOR shall at its expense, procure and maintain insurance on all operations undertaken by or on behalf of CONTRACTOR with insurance companies with a Best's Insurance Rating of A:VII or better, as follows:
- a. Workers' Compensation and Employers Liability Insurance. Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employers Liability Insurance shall be provided in amounts not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- Insurer shall waive all rights of subrogation against the District, its directors, employees and volunteers.
- b. General Liability Insurance. Comprehensive General Liability insurance covering all operations by or on behalf of CONTRACTOR providing insurance for personal and bodily injury liability and property damage liability in an amount no less than \$1,000,000 combined single limit per occurrence and including coverage for:
1. Premises and operations;



2. Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement:
  3. Broad form property damage (including completed operations);
  4. Personal injury liability (with deletion of the exclusion for liability assumed under contract); and
  5. Independent contractors.
- c. Sexual Abuse and Molestation (SAM) Liability CONTRACTOR that has contact with minors shall provide SAM's coverage. If the CONTRACTOR's commercial General Liability policy does NOT have an endorsement to include affirmative coverage for sexual abuse or molestation, CONTRACTOR shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim. Shall the liability policy be silent; written confirmation from the CONTRACTOR's insurance carrier will be required. When purchasing insurance coverage through the DISTRICT SAM's Liability Coverage is included under the CAPRI General Liability Policy for the DISTRICT.

The DISTRICT, its directors, employees and volunteers shall be named as additional insured's. The policy shall be endorsed to stipulate that the insurance afforded the additional insured shall apply as primary insurance and that any other insurance or self-insurance maintained by the DISTRICT shall be excess only and shall not be called upon to contribute with the insurance. The policy shall contain a standard cross-liability clause or endorsement.

- d. Automobile Liability Insurance. (Bodily Injury and Property Damage Liability) including coverage for all owned, hired, and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 combined single limit for each accident. This insurance shall have an endorsement naming the DISTRICT, its directors, employees and volunteers as additional insured's and with a standard cross-liability clause or endorsement.

Certificates of Insurance and endorsements shall be furnished by CONTRACTOR to the DISTRICT before any work is commenced hereunder by CONTRACTOR. The Certificate of Insurance shall provide that there will be no cancellation or nonrenewal of coverage without thirty (30) days prior written notice to the DISTRICT.

The following provisions shall also apply:

- The DISTRICT reserves the right to require complete, certified copies of all required insurance policies at any time.



- The certificates and endorsements shall be provided to the DISTRICT within ten (10) days of the signing of this Agreement.
  - In the event the CONTRACTOR fails to comply with this Section, the DISTRICT may take such action as may be necessary to protect the DISTRICT's interest. Such actions may include termination of the Agreement, or other actions as may be appropriate.
9. (a) either party may terminate this Agreement without cause upon thirty (30) days written notice to the other of intent to terminate. The parties shall deal with each other in good faith during the thirty (30) day period after any notice of intent to terminate has been given.
- (b) With reasonable cause, either party may terminate this Contract effective upon the receipt of written notice of termination for cause. Reasonable cause shall include:
- 1) Material breach of this agreement; or
  - 2) Any act exposing the other party to liability to others for personal injury or property damage.
10. CONTRACTOR declares that he/she has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Contract. A Pleasant Hill business license is required if work to be completed is within the boundaries of the City of Pleasant Hill. Licenses can be obtained at Pleasant Hill City Hall, 100 Gregory Lane, Pleasant Hill.
11. This Agreement shall not be assigned without the written consent of the parties.



## Appendix G

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### **ACKNOWLEDGEMENT OF MANDATED REPORTING REQUIREMENTS, RECEIPT OF TRAINING, AND RECEIPT OF PENAL CODE STATUS**

A mandated reporter is an individual who is obligated by law to report suspected case of child abuse and neglect. In general, any individual who, in the ordinary course of their employment, has contact with children is a mandated reporter. Mandated reporters include child care workers, teachers and coaches. (California Penal Code § 11165.7)

If your job duties as an Employee or an Independent Contractor of Pleasant Hill Recreation & Park District include contact with children, you are a Mandated Reporter. Prior to commencing employment and as a prerequisite of that employment, California law requires that you sign a statement to the effect that you have knowledge of the provisions of the Mandated Reporter law, and will comply with those Provisions. (California Penal Code §11166.5.)

The following are your Mandated Reporter responsibilities under California law. You are also being provided with a separate informational document which includes the text of the California Mandated Reporter Law and contact information for Child Abuse and Neglect Reporting for the County of Contra Costa. Please review this information carefully and acknowledge your receipt and understanding where indicated. If you have any questions or concerns about the form or your Mandated Reporter responsibilities, please contact Human Resources (HR) at: Michelle Lacy @ 925-682-0896.

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I understand that:

- By virtue of my employment or independent contractor status with Pleasant Hill Recreation & Park District, and because my employment requires me to have contact with children, I am a Mandated Reporter as defined by the California Penal Code §11165.7.
- The following situations trigger mandatory reports: a) Physical Abuse (willful harming of a child); b) Sexual Abuse including sexual assault, child exploitation, pornography, and trafficking; c) Severe or General Neglect; and d) Extreme Corporal Punishment (resulting in injury). (Cal. Pen. Code §11165 et seq.) I further understand that I may, but am not required to, report suspected Emotional Abuse. (Cal. Pen. Code § 11165.05)
- If I reasonably suspect that a child is being abused, I must immediately make a telephone report. I must follow up with a written report within 36 hours. This report may be made to local law enforcement, or County Sheriff's Department, Probation Department or Child Welfare Agency. (Cal. Pen. Code § 11166(a).)
- If I reasonably suspect that a child is being abused, I may consult with my supervisor or management. My supervisor and I may agree to file a joint report, but I understand that even if my supervisor disagrees with me, if I reasonably suspect that a child is being abused, I must make a report. (Cal. Pen. Code §11166(h).)



- I am not required to, but I may, share information about suspected abuse with my supervisor or management or the parents of the alleged victim.
- When I make a mandated report, I will be required to give my name. However, my identity will be kept confidential unless I either consent to disclosure or if disclosure is made pursuant to a court order. Further, agencies investigating the mandated report may disclose my identity to one another. (Cal. Pen. Code § 11167(d).)
- The following agencies and the individuals receiving or investigating mandated reports may disclose my identity to one another:
  - Prosecutors in a criminal prosecution or in an action initiated under section 602 of the Welfare and Institutions Code arising from alleged child abuse;
  - Counsel appointed pursuant to subdivision (c ) of Section 317 of the Welfare and Institutions Code;
  - The county counsel or prosecutor in a proceeding under Part 4 (commencing with Section 7800) of Division 12 of the family Code or Section 300 of the Welfare and Institutions Code;
  - A licensing agency when abuse or neglect in out-of-home care is reasonably suspected. (Cal. Pen. Code § 11167.5.)
- I may not be disciplined, dismissed, retaliated against, discriminated against or harassed for making a mandated report of reasonably suspected child abuse.
- As a Mandated Reporter, I have civil and criminal immunity when making a report. (Cal. Pen. Code § 11172.)
- As a Mandated Reporter, **it is a misdemeanor to fail to comply with Mandated Reporting laws and I can be held criminally liable for failing to report suspected abuse.** The penalty for this is up to six months in County jail, a fine of not more than \$1000, or both. I further understand I could be civilly liable for failure to report. (Cal. Pen. Code §11166(c).)

**I have been provided with a copy of California Penal Code sections §11164-11174.3 (Mandated Reporter Law).**

**I understand that I am a legally Mandated Reporter. I am aware of and understand my responsibilities under the Mandated Reporter laws of this state and am willing and able to comply. I understand that a copy of this Acknowledgment will be kept in my personnel file.**

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_



## Appendix H

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### Instructor Insurance Form

Pleasant Hill Recreation and Park District requires a certificate of insurance from independent contractors teaching classes with the District. There are several options that you have; you may add the coverage through your homeowner's insurance, obtain your own insurance or you can request it through the District and pay the fees directly to Pleasant Hill Recreation and Park District.

If you are an independent contractor needing coverage for the classes you will be teaching with Pleasant Hill Recreation, you will need to fill out the information below. The fees range from non-sport instruction starting at \$53 and sport instruction starting at \$105. The fees increase if there are more than 125 participants. Any questions, please contact Ally Crow at (925) 682-0896 or email [acraw@pleasanthillrec.com](mailto:acraw@pleasanthillrec.com).

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Description of Class: \_\_\_\_\_  
\_\_\_\_\_

Date of Class(es): \_\_\_\_\_ Hours: \_\_\_\_\_

Location: \_\_\_\_\_ Total Attendance: \_\_\_\_\_

(Per Class, Per Day)

Ages of Attendees: \_\_\_\_\_



# Appendix I



1075 Creekside Ridge Drive  
Suite 240  
Roseville, CA 95678  
Phone: (916) 722-5550  
Website: [capriportal.org](http://capriportal.org)

## INJURY REPORT

Please fill out this form to report ALL injuries or significant medical events for non-employees. Any injury involving a crime should be reported to your local law enforcement agency.

District Staff (not the injured individual) should complete this form and provide to the District Investigator for review.

Completed forms should be sent to [incidents@capri-ipa.org](mailto:incidents@capri-ipa.org) within 72 hours of the injury.

**DO NOT USE THIS FORM FOR EMPLOYEE INJURIES. PLEASE CONSULT CAPRI'S WORKERS' COMPENSATION CLAIMS MANUAL FOR INFORMATION ON RESPONDING TO AN EMPLOYEE INJURY.**

DISTRICT NAME: \_\_\_\_\_

FORM COMPLETED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

### Who, What, When, Where & How?

INJURED NAME: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: (\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_

DATE OF INJURY: \_\_\_\_\_ TIME OF INJURY: \_\_\_\_\_

NATURE & LOCATION OF INJURY (i.e. laceration to right hand): \_\_\_\_\_

INCIDENT LOCATION: \_\_\_\_\_

INCIDENT DESCRIPTION (Please detail what happened. Be specific, but do not speculate on fault.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHO WAS NOTIFIED?: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

FIRST AID PROVIDED? (Y/N): \_\_\_\_\_ IF YES, BY WHOM?: \_\_\_\_\_

WAS 911 CALLED? (Y/N): \_\_\_\_\_ IF YES, BY WHOM?: \_\_\_\_\_

LAST KNOWN STATUS OF INJURED: Hospital \_\_\_\_\_ Home \_\_\_\_\_ Returned to Activity: \_\_\_\_\_



**Witness Information (Use reverse if more space is needed.)**

NAME: \_\_\_\_\_ RELATIONSHIP TO INJURED: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: (\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_  
COMMENTS: \_\_\_\_\_

NAME: \_\_\_\_\_ RELATIONSHIP TO INJURED: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: (\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_  
COMMENTS: \_\_\_\_\_

NAME: \_\_\_\_\_ RELATIONSHIP TO INJURED: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: (\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_  
COMMENTS: \_\_\_\_\_

NAME: \_\_\_\_\_ RELATIONSHIP TO INJURED: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: (\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_  
COMMENTS: \_\_\_\_\_



## Appendix J

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### **Acknowledgment of Code of Conduct to Create a Safe, Positive Environment for All Participants**

Pleasant Hill Recreation and Park District is committed to creating a safe and positive environment for the physical, emotional and social development of all participants, ensuring the welfare and protection of the individuals and groups with whom our instructors work. It is the individual responsibility of each instructor to aspire to the highest possible standards of conduct.

Pleasant Hill Recreation and Park District has set forth this code of conduct to guide our instructors and protect their students for the mutual benefit of all concerned.

#### **GENERAL PRINCIPLES:**

**Competence:** Instructors must strive to maintain high standards of excellence in their work.

**Integrity:** Instructors should always be honest, fair and respectful of others.

**Professional Responsibility:** Instructors must uphold professional standards of conduct, clarify their roles and obligations, accept appropriate responsibility for their behavior and adapt their methods to the needs of different students.

**Respect for Participants and Dignity:** Instructors must respect the fundamental rights, dignity and worth of all participants.

**Concern for Others' Welfare:** In their actions, instructors must consider the welfare and rights of their participants.

**Responsible Teaching:** Instructors must be aware of their ethical responsibility to the community and the society in which they work and live.

#### **ETHICAL STANDARDS:**

**Compliance with Rule Requirements:** All instructors must complete all annual requirements set forth by the Pleasant Hill Recreation and Park District including, but not limited to training, certifications, and licenses.

**Competence:** Instructors should not undertake the duties of teaching until they have first obtained the proper training.

**Maintaining Expertise:** Instructors should maintain a level of expertise through continued education and experience.

**Respecting Others:** Instructors must respect the rights of others' values, opinions and beliefs even if they differ from their own.

**Nondiscrimination:** Instructors must treat all participants equally, without making a distinction in favor of or against a person based on their gender, race, country of origin, ability, skin color, sexual orientation, religion, political stance, socio-economic situation, age or any other factor

**I am aware of and understand my responsibilities to create a safe and positive environment for the physical, emotional and social development of all participants while teaching programs for the District.**

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_