



RIM OF THE WORLD RECREATION AND PARK DISTRICT

Independent Contracted Instructor/Recreation Vendor Handbook



1.0 WELCOME AND INTRODUCTION

Thank you for your interest in becoming an Independent Contracted Instructor/Recreation Vendor with the Rim of the World Recreation and Park District also referred to as "ROWRPD" or "District." We are excited about the possibility of working together to reach our common goals and to jointly serve our community. ROWRPD staff is dedicated to building strong community connections through the provision of educational and recreational opportunities.

The handbook provides requirements on becoming an Independent Contracted Instructor/Recreation Vendor with ROWRPD, guidelines and tips for managing your activities, and most importantly, what you will need to know about handling an incident or emergency. The information contained in this handbook is intended to serve as a resource for Independent Contracted Instructors/Recreation Vendors as they begin providing classes and activities for the Rim of the World mountain community.

RIM OF THE WORLD RECREATION AND PARK DISTRICT

ROWRPD is an independent special district which was created by public vote and is governed by an elected board of directors. The Rim of the World Recreation and Park District encompasses a vast area of approximately 110 square miles, or more than 70,000 acres. Boundaries of the Park District encompass several communities, including Blue Jay, Twin Peaks, Crestline, Green Valley Lake, Lake Arrowhead, Rimforest and Running Springs. All communities within the Park District are unincorporated and therefore subject to land use and other authority from the County of San Bernardino. ROWRPD strengthens community image and sense of place, fosters human development, supports economic development, strengthens safety and security, promotes health and wellness, increases cultural unity, and provides recreational experiences.

OUR MISSION

To help enrich and fulfill the lives of the citizens through the provision of facilities and programs that will provide and enhance creative, wholesome, and imaginative leisure time living patterns.

CUSTOMER SERVICE PHILOSOPHY

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

DEFINITION OF AN INDEPENDENT CONTRACTED INSTRUCTOR/RECREATION VENDOR

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

This means both parties will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of one another. Independent Contracted Instructors/Recreation Vendors are not employees of ROWRPD and thus are not entitled to any of the rights, benefits, or privileges of employment such as unemployment benefits or workers compensation. While Independent Contracted Instructors/Recreation Vendors may seek employment with ROWRPD, your status as an Independent Contracted Instructor/Recreation Vendor does not give you any "special consideration" prior to, during, or after the recruitment process.

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

GENERAL QUALIFICATIONS

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

WHY TEACH A CLASS WITH ROWRPD

- ROWRPD has different indoor and outdoor community facilities. Facilities range from small classrooms or conference rooms, with room capacities of 10-20 people, to large multipurpose spaces, with room capacities up to 150, to various parks and ball fields.
- ROWRPD utilizes a registration software system called **RecDesk**. This system allows us to maintain facility bookings for your class and to process registrations in an efficient manner. Independent Contracted Instructors/Recreation Vendors may receive attendance reports and waitlists reports, and we maintain the database to provide participants contacts for all activities. The system also easily reserves spots for waitlist participants when a cancellation in class occurs.
- We accept Visa, MasterCard, cash, and checks for activity payments. We offer registration to customers via online registration, mail, and in person.
- ROWRPD's seasonal Newsletter is a marketing source promoting programs and services at the discretion of the district. It is published during Fall, Winter, Spring, and Summer. Additional marketing materials may be produced and approved by ROWRPD staff prior to distribution. Independent Contracted Instructors/Recreation Vendors can purchase additional eblast/social media post by request.

HOW TO SUBMIT A CONTRACTED CLASS/INSTRUCTOR PROPOSAL

A completed Contracted Class/Instructor Proposal Form is required and should be submitted to Rim of the World Recreation and Park District, at P.O. Box 8, Rimforest, CA 92378

1. Complete the Contracted Class/Instructor Proposal Form. Please be thorough and descriptive in all areas of the form. This will help facilitate your proposal in a timelier manner. You may attach additional information.
2. All the proposed dates of your class for a specific season must be completed. Please do not leave the dates blank. Your Contracted Class/Instructor Proposal will not be considered

without all the necessary information completed. If you are proposing to use a ROWRPD facility, please note all facility information is managed through our registration software system, and dates must be entered before conflicts can be detected.

3. Each Independent Contracted Instructor will be assigned to the ROWRPD Programs Director through the duration of their agreement. The Independent Contracted Instructor/Recreation Vendor will be responsible for supplying their own equipment and supplies.
4. Independent Contracted Instructors/Recreation Vendors must attempt to compute their proposed class pricing. **The base split of registration fees between ROWRPD and the Contracted Instructor/Recreation Vendor is \$25 per participant/month (not including administrative fees).** All registration percentage splits are negotiable for new Independent Contracted Instructors/Recreation Vendors. If ROWRPD is contracting with an outside facility to hold your program, the split to the Park District must be negotiated to cover the additional cost. Additional class fees, i.e., participant material fees, initiated by the Independent Contracted Instructor must be communicated with the Programs Director through the seasonal Scope of Services; these fees may be separate from the registration fees, are not included in the registration split percentage, and may be paid directly to the Instructor. All fees must be processed through ROWRPD; Independent Contracted Instructors/Recreation Vendors are not permitted to process their own fees through their own system.
5. Programs for which ROWRPD may not approve proposals for are as follows:
 - a. Activities that are like those which ROWRPD currently offers.
 - b. Activities ROWRPD might have offered in the past that were cancelled due to lack of interest, unless you can demonstrate you have the necessary number of participants who are interested in participating in the specific activity.
6. Submitting a Contracted Class/Instructor Proposal does not guarantee the activity will be added to the recreational offerings through ROWRPD. Program or activity approvals are dependent upon the amount of specific information contained in your Contracted Class/Instructor Proposal form; the subject matter's potential for meeting ROWRPD's programming needs and priorities; demonstration of the Independent Contracted Instructor's subject knowledge and teaching experience; and the availability of facilities.
7. Once your class is added, there are no guarantees ROWRPD will continue your class offering for future seasons. ROWRPD reserves the right to cancel any activity or class because of low or no attendance.

SCOPE OF SERVICES

Independent Contracted Instructors/Recreation Vendors are responsible for conversing with the Programs Director to come up with a **detailed Scope of Services** as part of the Independent Contracted Instructor/Recreation Vendor Agreement outlining the services that will be provided on a seasonal basis. Detailed class information will be required and must include detailed course description (45 words or less), class dates, times, fees, facility location, facilities used, facility rental fees (if any), storage fees (if applicable), minimum and maximum enrollment, material fees (if applicable), and material/supply list (if applicable).

Independent Contracted Instructors/Recreation Vendors may **not** request and/or implement changes to their Scope of Services during the active season unless absolutely necessary and approved by the Programs Director. Any such request will be reviewed and considered solely at the discretion of the Programs Director. All requests, agreements, and communications with the Programs Director regarding changes must be submitted and approved **in writing** as a formal Amendment to the Contract. The Scope of Services may not be altered verbally or informally.

2.0 INDEPENDENT CONTRACTED INSTRUCTOR AGREEMENT REQUIREMENTS

FINGERPRINT CLEARANCE AND BACKGROUND CHECKS

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

If the Independent Contracted Instructor/Recreation Vendor has employees, prior to the first day of an activity, the Independent Contracted Instructor/Recreation Vendor must certify to ROWRPD that said employees have been fingerprinted and have passed a DOJ background check. Any Independent Contracted Instructor/Recreation Vendor or Assistant will not be allowed to teach an activity without this documentation. The Rim of the World Recreation and Park District may terminate an Independent Contracted Instructor/Recreation Vendor agreement at any time if an Independent Contracted Instructor/Recreation Vendor and/or its employees have violated the California Public Resource Code 5164.

INCOME TAX REPORTING

Independent Contracted Instructors/Recreation Vendors are not considered ROWRPD employees, and therefore, are not subject to State or Federal income tax withholdings. It is the Independent Contracted Instructor/Recreation Vendor's responsibility to pay all income taxes. ROWRPD does report earnings to the IRS through a Form 1099. All Independent Contracted Instructors/Recreation Vendors will be required to complete a W-9 form.

INSURANCE & WORKERS' COMPENSATION REQUIREMENTS

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

Independent Contracted Instructors/Recreation Vendors will be required to provide and keep in

force a Certificate of Comprehensive General Liability Insurance with a minimum single limit of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily or personal injury to, illness of, or death of persons, and damage to property. All such Liability Insurance shall name and indemnify the Rim of the World Recreation and Park District, inclusive of its employees, volunteers, Board Members, representatives, and agents as Additional Insured by separate written endorsement. A copy of your certificate will be required to be submitted to ROWRPD during the duration of your contract with ROWRPD.

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

MONITORING PERFORMANCE OF INDEPENDENT CONTRACTED INSTRUCTORS

ROWRPD staff may periodically review reports and records of the Independent Contracted Instructors/Recreation Vendors. Independent Contracted Instructors/Recreation Vendors may be required to supply noteworthy events or problems, work accomplished, and important future work or activities. This information is often distributed as part of ROWRPD's newsletters, and the Program Director's quarterly programs reports, etc.

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

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

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

3.0 ROWRPD POLICIES AND PROCEDURES

AMERICANS WITH DISABILITIES ACT (ADA)

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

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

individual or entity because of the known disability of an individual with whom the public entity or its representatives is known to have a relationship or association.

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

If you become aware of a need for a participant accommodation, you are expected to notify your ROWRPD Program Director and/or Athletic Director as soon as possible to best ensure ADA compliance.

NEWSLETTER DEADLINE (TENATIVE – dates subject to change)

Season	Class Dates Advertised	Deadline to Submit Class Proposal
Fall	September, October, November	July 1 st
Winter	December, January, February	October 1 st
Spring	March, April, May	January 1 st
Summer	June, July, August	April 1 st

ADVERTISING & PROMOTION

Class offerings are listed in ROWRPD's seasonal Newsletter which maybe distributed to P.O. Boxes within the Park District's boundaries or are available for pick-up at the District Office and other Park District facilities. These newsletters are always posted on the district's website www.rim-rec.org. Information is also periodically published on the district's social media platforms. Any advertising produced by an Independent Contracted Instructor/Recreation Vendor must be presented as a sponsored program of the Rim of the World Recreation and Park District.

Independent Contracted Instructors/Recreation Vendors are responsible for any additional promotion for their activities beyond what District provides. All promotions must be approved by ROWRPD staff prior to public distribution. Independent Contracted Instructors/Recreation Vendors can purchase additional eblast and social media posting by request to the district. All advertising and promotional materials are done at the discretion of the Rim of the World Recreation and Park District.

CLASS CHANGES OR CHANGES IN SCHEDULE

All programs must start and end at the times advertised. Once a program is approved and promoted, no changes to the program or its schedule are allowed. Any anticipated holidays, breaks, planned absences, or schedule adjustments must be included in the Scope of Services before the program is approved and promotional materials are distributed. Rim of the World Recreation and Park District staff will communicate program dates, holidays, and planned absences in promotional materials when known. If deemed absolutely necessary, the change is requested and approved (in writing) by the Programs Director, and the start of the program's season has already begun, then it is the responsibility of the Independent Contracted Instructors/Recreation Vendors for notifying participants with appropriate signage and verbal reminders at the beginning and end of the activity. This must be done as soon as possible, until the scheduled change occurs or when it's going to occur.

REGISTRATION PROCESS, LIABILITY WAIVERS, AND ROSTERS

ROWRPD shall be responsible for and have complete control over the registration of participants. Independent Contracted Instructors/Recreation Vendors are not permitted to take registrations outside ROWRPD's registration process. To assist customers and Independent Contracted Instructors/Recreation Vendors, participants can register online www.rim-rec.org or registration is accepted in person at the Park District Office, Monday through Thursday, from 9:00am to 5:00pm, and Fridays, from 9:00am to 4:00pm.

Rim of the World Recreation and Park District serves as an approved vendor for many charter school and homeschooling organizations. Becoming an approved vendor with a new charter school typically takes 4–8 weeks. All charter-funded participants must create an account in the district's online registration system to enroll. This ensures they are officially registered, have a signed waiver on file, and are listed on the class roster before attending. A purchase order from the charter school must be attached to the registration to verify that funds have been approved and are available to cover program fees. All registrations using charter school funding are processed directly by Rim of the World Recreation and Park District. Independent Contracted Instructors/Recreation Vendors are not permitted to accept charter funds directly from participants.

All participants must complete registration and sign a liability waiver before participating in any activity. ROWRPD's liability waivers are legally binding and cannot be modified. Instructors may not allow anyone to participate in a class or program unless they are officially registered and have a signed waiver on file with ROWRPD. Independent Contracted Instructors/Recreation Vendors are responsible for obtaining an updated class roster for each program they teach. All properly registered participants will appear on the roster. It is also good practice for instructors to have a copy of each participant's signed waiver on hand during the program. Instructors are responsible for taking attendance at the beginning of every class. Only participants listed on the roster or with a valid receipt may attend. Individuals may not "try" a class for free unless they are registered as a drop-in, which ensures they have completed registration and signed the required waiver.

CANCELLATION BY INSTRUCTOR

If your minimum class size is not met, it is the Independent Contract Instructor/Recreation Vendor's decision whether to teach the class. Instructors who want to cancel a class must contact ROWRPD at least two (2) business days before the first-class meeting. ROWRPD's Programs Director will notify participants of the cancellation and issue a class refund. Independent Contracted Instructors/Recreation Vendor who choose to cancel a class will not be paid for a cancelled class.

If a class cancels three (3) or more times, ROWRPD may choose to no longer offer that program or any class that appears to be similar with the District, and/or the Independent Contracted Instructor/Recreation Vendor Agreement may be terminated by ROWRPD.

CANCELLATION BY ROWRPD

If the program is cancelled by the Park District a full refund will be issued to the participants and the Instructor/Recreation Vendor Agreement will be terminated. No refunds or credits will be issued for snow days/weather, missed classes by participant for any reason, days classes weren't

in session without the district's prior knowledge, days classes did not occur outside the Scope of Services, etc. After a class or program has started, no refunds, credits or transfers will be allowed unless approved by the ROWRPD Program Director.

CLASS ORIENTATION

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

CLASS REFUND & TRANSFER POLICIES

ROWRPD reserves the right to cancel the program if participation is low and the minimum participant number is not met. Full refunds will be processed should a program or class be cancelled by the Park District. No refunds, credits, or transfers will be issued for snow days/weather, missed classes by participant for any reason, days classes weren't in session without the district's prior knowledge, days classes did not occur outside the Scope of Services, etc. After a class or program has started, no refunds, credits or transfers will be allowed unless approved by the ROWRPD Program Director. Refunds may be given after a course has begun due to a disability or medical condition at the discretion of ROWRPD's staff if a doctor's note is provided. If the course is canceled by ROWRPD, the participant will have the option of transferring to a similar program or receiving a full refund.

There is a \$25 service charge on all refunds/transfers initiated by the participant and collected and retained by ROWRPD; this fee will not be transferred to the Independent Contracted Instructor/Recreation Vendor. In addition to the \$25 service fee, any material fees paid through ROWRPD registration will be withheld from the participant's refund and will be issued back to the Independent Contracted Instructor/Recreation Vendor. Refunded fees are not payable to the Independent Contracted Instructor/Recreation Vendor and may be deducted from future payments.

CLASS WAITING LISTS

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

COMMUNICATIONS/INTERACTIONS WITH PARTICIPANTS AND GUARDIANS

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

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

COMMUNICATIONS WITH STAFF

Maintaining clear and consistent communication between the District and each Independent Contracted Instructor/Recreation Vendor is essential. If you have any questions, concerns, or issues regarding your program, your primary point of contact is the Programs Director. Staff will periodically send email updates regarding instructor payments, enrollment numbers, class rosters, and other important program-related information. If you need assistance or copies of any documentation, please submit your request to the Programs Director via email. All communication with District staff must be conducted by email to ensure a clear paper trail and proper documentation of any changes, approvals, or agreements.

DISCRIMINATION AND HARASSMENT

ROWRPD has a zero tolerance policy against any form or type of discrimination and harassment by, among, or to its representatives. Discrimination and harassment can be defined as any behavior that is disrespectful and causes discomfort to another person, be it physical, verbal, visual, or sexual. Independent Contracted Instructors/Recreation Vendor and their Assistants are responsible for their own actions/conduct and that of the class participants and must never engage in discrimination and harassment because of an individual's protected classification.

INSTRUCTOR ABSENCE AND MAKE-UP CLASSES

If the Independent Contracted Instructor/Recreation Vendor will be tardy or absent from class, it is their responsibility to notify the District and the enrolled students. A makeup class must be scheduled at the end of the session or when agreed upon by the Programs Director. Excessive absences and/or tardiness may result in the District terminating the agreement with the instructor. If classes are to be rescheduled at a District facility, it is the instructor's responsibility to make arrangements with the Programs Director and to notify students of the make-up class dates.

INSTRUCTOR PAYMENTS

The standard fee structure for programs held at ROWRPD facilities is \$25 per participant, per month split to the District (excluding administrative fees). The remaining registration revenue is paid to the Independent Contracted Instructor/Recreation Vendor as compensation for conducting the program. For new instructors building enrollment, this split may be negotiated on a temporary basis to support program growth. If ROWRPD must contract with an outside facility to host the program, the District's portion of the registration fees will be adjusted as needed to cover the additional facility costs.

Materials Fee: Material fees are separate from the class registration fee and are paid directly to the Independent Contracted Instructor/Recreation Vendor. These fees are not included in the registration fee split calculation with ROWRPD.

Instructors may choose to:

- Direct participants to purchase required supplies from an outside vendor (e.g., Michaels or

another supplier),

- Collect the material fee at the first class meeting, or
- Incorporate the cost of supplies into the overall class fee.

Material fees should only cover consumable or individual supplies that participants are required to have in order to take part in the class. They may not be charged for general teaching supplies or equipment that are part of the instructor's normal cost of doing business (such as scissors, music, or sports equipment), as those costs should be built into the class fee.

When submitting a class proposal, instructors must indicate whether a material fee will be charged, the amount per participant, and provide a detailed list of materials with associated costs.

MANAGEMENT OF FACILITIES/STORAGE OF EQUIPMENT

All equipment, materials, and/or supplies purchased by ROWRPD are the property of the District. The Independent Contracted Instructor/Recreation Vendor should be the first person to arrive to ensure appropriate class set-up, and the last person to leave to ensure everything has been cleaned up and put away and that the facility is secure. The Independent Contracted Instructor/Recreation Vendor is responsible for equipment and all other facility amenities during the class. Before exiting the facility, the Independent Contracted Instructor/Recreation Vendor must ensure all doors are locked securely, and all lights are turned off. If by chance other occupants are still in the facility, as a courtesy, we ask others to be notified of your departure.

If you discover any abnormalities, problems, or repairs needed at a site, please report it to ROWRPD. If an area requires immediate attention due to a safety hazard, contact staff immediately. ROWRPD will take care of any "emergency" conditions and will do its best to handle other repairs or problems as soon as possible depending on ROWRPD's resources and the extent of the repair/problem.

The Rim of the World Recreation and Park District is not responsible for lost, stolen, or damaged items or any stored equipment whatsoever. Due to limited storage space, storage for your program equipment is on a first come first serve basis. If it can't be put away, it must be removed. There is a general storage fee for any items stored at any facility. These arrangements must be made in advance with the Programs Director and/or Athletic Director. Any storage fees will be taken out of the instructor payment and/or a payment arrangement to ROWRPD will be made by the Programs Director.

MANDATED REPORTING

Independent Contracted Instructors/Recreation Vendors and their assistants are considered Mandated Reporters under the "[California Child Abuse and Neglect Reporting Law](#)." This means if the Independent Contracted Instructor/Recreation Vendor or their Assistant "has knowledge of or observes a child whom he or she suspects has been the victim of child abuse or neglect..." a report must be filed with Child Protective Services or the San Bernardino County Sheriff's Department immediately. Types of reportable situations may include, but are not limited to, any type of possibly physical injury, suspected sexual abuse or exploitation, willful cruelty or unjustified punishment, unlawful corporal punishment, neglect (severe or general), or abuse in an Out-of-Home Care (e.g. daycare).

Independent Contracted Instructors/Recreation Vendors and their assistants are also considered Mandated Reporters under the "[Elder Abuse and Dependent Adult Civil Protection Act](#)." This

means if the Independent Contracted Instructor/Recreation Vendor or their Assistant "has knowledge, or reasonably suspects, that types of elder or dependent adult abuse have been inflicted upon an elder or dependent adult, or his or her emotional well-being is endangered in any other way ...," a report must be filed with Adult Protective Services or the San Bernardino County Sheriff's Department immediately. Types of reportable situations may include, but are not limited to, any type of possible physical abuse, neglect, financial abuse, abandonment, isolation, abduction, or other mistreatment, resulting in physical harm or mental suffering. The deprivation by a care custodian of goods or services that are necessary to avoid physical harm or mental suffering is also considered a reportable offense.

NO SHOWS

If a participant does not show up for the first class, please give the participant a call to remind them of the next class (if you have multiple classes). If participant continues not to show up for class, please notify ROWRPD so the individual can be withdrawn from the class.

PARTICIPANT BEHAVIOR POLICIES

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

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

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

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

No refunds will be given if a participant is dismissed from a program as a result of misbehavior. For more information, see the District's **Code of Conduct Policy**.

PHOTO DISCLAIMER

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

As part of the Independent Contracted Instructor/Recreation Vendor Agreement, the Independent Contracted Instructor/Recreation Vendor grants full permission to ROWRPD for use of his or her name and photographs, videos, motion picture, or recordings for any publicity and promotion purposes without obligation or liability to the Independent Contracted Instructor/Recreation Vendor.

PROFESSIONAL CONDUCT

Although Independent Contracted Instructors/Recreation Vendors are not ROWRPD employees, they do reflect on ROWRPD and as such must conduct themselves in a professional manner; this includes dressing and speaking professionally and supporting the Rim of the World Recreation and Park District's policies, procedures, and decisions. Independent Contracted Instructors/Recreation Vendors are to maintain a professional relationship with ROWRPD employees, participants and parents or guardians of minor participants always.

PROGRAM EVALUATIONS

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

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

RELEASING MINORS AND PARTICIPANTS WITH SPECIAL NEEDS

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

If a minor participant has not been picked up from an activity at its conclusion, it is the Independent Contracted Instructor/Recreation Vendor's responsibility to call any phone numbers listed on the class roster to attempt to reach a responsible adult for pick-up. If, after 30 minutes, no parent/guardian has arrived and you have not been able to reach anybody by telephone, you are to call the San Bernardino County Sheriff's Department for assistance (909-336-0600). After contacting the Sheriff's Department, notify the ROWRPD Programs Director by phone and later by email with a written Accident/Incident Report. You may get copies of these forms from the Programs Director.

ROSTERS, ATTENDANCE SHEETS, & PRIVACY ACT

The Programs Director will provide instructors with a class roster, which includes the names and contact information of all participants registered for the class. Instructors or Recreation Vendors

may also contact the Programs Director at the District Office by phone at (909) 337-7275 or email at info@rim-rec.org to confirm class counts. Independent Contracted Instructors/Recreation Vendors are responsible for taking attendance at the beginning of each class. Only participants who are officially registered through ROWRPD may attend. Individuals may not "try" a class for free unless they are registered as a drop-in, which ensures they have completed registration and signed the required waiver. Participants must be listed on the class roster or have a valid receipt before being admitted to class. All rosters and attendance sheets contain private information and must be handled in accordance with the Privacy Act. Instructors must protect participants' personal information, use it only for class-related purposes, and not share it outside of official District communications.

SAFETY OF PARTICIPANTS

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

Despite everyone's attention to safety, sometimes participants do get hurt or incidents happen. When these situations occur, it is essential you complete an Accident/Incident Report Form. Accident/Incident Report Forms are located at the District Office and are good to have on hand when you conducting your program. These forms provide the necessary information for additional follow-up if necessary, and documentation in the event of litigation. All Accident/Incident Report forms must be turned into the Rim of the World Recreation and Park District within 24 hours of occurrence.

We encourage Independent Contracted Instructors/Recreation Vendors to purchase their own first aid kits and bring them to all classes. For minor first aid (Band-Aids, etc.) the first-aid kit will suffice, and you need not fill out an Accident/Incident Report Form. Independent Contracted Instructors/Recreation Vendors are not authorized to administer any medications to class participants.

For serious accidents, DO NOT MOVE the injured participant, and call 911. If a minor is involved, notify the parent/guardian immediately. For all accidents, notify your ROWRPD contact immediately via telephone at (909) 337-7275. Complete and submit the Accident/Incident Report Form to the Rim of the World Recreation and Park District within 24 hours of occurrence.

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

CONCUSSIONS

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

Please note:

Page 14 is the Independent Contracted Instructor/Recreation Vendor Handbook Acknowledgment Form for signature.



Independent Contracted Instructor/Recreation Vendor Handbook Acknowledgment Form

As the Independent Contracted Instructor/Recreation Vendor, I have received, read, and understood the Independent Contracted Instructor/Recreation Vendor Handbook as set forth by the Rim of the World Recreation and Park District.

Instructor Name

Instructor Signature

Date

ROWRPD Programs Director Name

ROWRPD Signature

Date