

# CARSON CITY PARKS AND RECREATION DEPARTMENT INDEPENDENT CONTRACTOR'S HANDBOOK

Updated June 2014

The information in this booklet is intended for interested independent contractors and current independent contractors. The booklet is a resource for information related to teaching a class for Carson City Parks and Recreation Department.

## INTRODUCTION

Thank you for your effort in creating a better quality of life for Carson City residents. Carson City Recreation is able to offer a wide variety of classes, sports and fitness programs, support services and workshops to the community because of Independent Contractors like you, bringing a specific expertise. We look forward to working with you, as a partner to enhance the lives of others.

The Independent Contractor's handbook is designed to keep contractors informed of policies and procedures. Please make sure that you take the time to read it and keep it handy as an easy reference guide to commonly asked questions. Your agreement binds the content contained in the handbook with actual contractor responsibilities.

## *OUR MISSION*

*"To Create an Active and Engaged Community"*



## **CARSON CITY RECREATION DIVISION HOURS OF OPERATION**

841 North Roop Street

Carson City, NV 89701

Monday-Friday 5:45am-7:00pm

Saturday 9:45am-4:30pm

Sunday 10:30am-4:30pm (*June to July Only*)

## **CONTACT INFORMATION**

- Carson City Recreation Division (775) 887-2290
- Meagan Soracco– Recreation Program Manager/Contract Administrator (775) 283-7422
- Mitch Ames – Community Center Program Manager (775) 283-7419
- Kurt Meyer – Aquatic Facility Program Manager (775) 283-7351

## **SUBMITTING A PROGRAM/CLASS/EVENT PROPOSAL**

The Independent Contract Instructor is required to submit an annual Proposal for **each class** they would like to teach.

Proposal shall include:

1. Outline goals and objectives of class/program/event
2. Proposed class/program/event description
3. Proposed number of classes per week/month
4. Proposed class/program/event days, dates and times contingent upon facility availability
5. Proposed class/program/event attendance maximum/minimum number
6. Age limitations of participants
7. Biographical data
8. Proposed class/program/event location
9. Proposed class/program/event demographics
10. Instructor certifications

The information will be used to select Independent Contract Instructors and potentially enter into a contractual agreement upon approval of the Carson City Parks and Recreation Director. It is the responsibility of the instructor to ensure that they include a complete class/program/event description for **each class** and the proposal is submitted in a timely manner.

Completing a proposal is not a confirmation that the instructor has been selected to enter into a contractual agreement with Carson City. Independent Contractor selection and contract agreement is as follows:

## **CONTRACT AGREEMENT REQUIREMENTS**

If selected, before a contractual agreement can be approved by the Carson City Parks and Recreation Director the Instructor must adhere to the following:

1. The Independent Contractor agrees to provide services in accordance to the Carson City Parks and Recreation Contractors Handbook. A signed copy will be submitted to Carson City Recreation.
2. The Independent Contractor must provide proof of insurance listing Carson City as additional-insured (\$1,000,000 coverage minimum). A copy will be submitted to Carson City Recreation.
3. The Independent Contractor shall provide a copy of a current Carson City Business License or Non-Profit 501 c3 status. A copy will be submitted to Carson City Recreation.
4. The Independent Contractor shall provide a copy of any/all Applicable Primary Certifications. (i.e. ACE, ASFA, NFPT, AFAA, SCW....) A copy will be submitted to Carson City Recreation.
5. The Independent Contractor and all sub-contractors shall provide a copy of current First Aid/CPR Certification. A copy will be submitted to Carson City Recreation.

## AGREEMENTS

All Independent Contractors must have a signed agreement on file with Carson City Recreation prior to their first class/activity/meeting. Agreements will be done on an annual basis according to the City's fiscal year (July 1-June 30). Please note the contract will ONLY be based on the submitted and approved proposed classes. Any program/class or event outside of the scope of the contract will be handled on a case-by case basis.

The City and the Independent Contractor may terminate the agreement by giving at least thirty (30) day notice to either party. The termination shall be in writing specifying the reason for and date of termination. If the contractor, however, breaches the terms of the agreement, for other reasons deemed applicable by the City, the City may terminate the agreement with the contractor immediately.

All contractors must sign an Independent Contractor agreement prior to providing services. If an agreement is not received by the date established by the City for the activity/service, even though the program has been advertised to start, the service is subject to cancellation.

## INDEPENDENT CONTRACTOR PAYMENT

Carson City Recreation will provide Independent Contract Instructors with a request for payment on the first business day of the month following the beginning of the contracted class/activity. Additional request for payments will follow on the first business day of every month until the completion of the contracted class/program/event. Payments are processed the corresponding Friday and Independent Contractors should receive payment within two weeks of the Finance Department receiving the signed request for payment.

The Independent Contractor will be paid an amount equal to **80%** of the total gross enrollment fees collected for a class/program/event or otherwise noted in the contract.

The instructor will not be compensated for class (es) missed and not made up for any reason.

All expenses for classes (including but not limited to: copies, prizes, awards, supplies, tournament fees, uniform/costume rental, etc.) shall be the sole responsibility of the Independent Contract Instructor or otherwise noted in the contract.

Supply fees are not subject to a contractual split and it is the Independent Contract Instructor's responsibility to collect said fees at the first class.

**Please Note:** To ensure that payment is processed accurately, instructors need to make sure that all students have registered and are printed on the class roster.

Available Contract Space	SQ FT	Maximum Room Occupancy*	80% Contractor Payment	Minimum Participation Goal
BONANZA ROOM	594	11	6 to 11	5
COMSTOCK ROOM	744	14	7 to 14	5
FULL GYM	9810	196	40 to 196	20
HALF GYM	4905	98	20 to 98	15
SIERRA ROOM	1550	31	13 to 31	10
TAHOE ROOM	1860	37	15 to 37	10
POOL	TBD	Contact Aquatic Program Manager - Kurt Meyer (775) 283-7351		
POOL FITNESS CENTER	TBD	Contact Aquatic Program Manager - Kurt Meyer (775) 283-7351		

\* International Fire Codes Maximum Capacity for Exercise Activities

Programs held in the Theater will be considered on a case by case basis.

**If you have any questions and/or would like to schedule a facility tour, please contact an Operations Manager listed in this handbook.**

## **CLASS/ACTIVITY REGISTRATION**

Carson City Recreation shall be responsible for and have complete control over the registration of participants. If an independent contractor accepts a drop-in payment the money accompanied with a Drop-In Payment Receipt form must be turned in to the front counter of the Aquatic Facility within 48-hours. To assist customers and contractors, staff is available during operating hours of the CCRD Aquatic Facility to process activity registration. If a participant shows up to an activity but is not enrolled, they are required to complete a Drop-In Release of liability and Class Registration Form for the class/activity. The drop-in participant is required to pay for the attended class and register for any future class before attending any additional class/activity (one time drop-in only). Carson City Recreation cannot pay the Independent Contact Instructor for any participant that has an outstanding balance as listed on the master copy of the activity roster. All participants must be paid in full for the activity prior to the second activity meeting. It is the responsibility of the contractor to make sure that all participants are registered and fully paid by the second meeting.

The minimum **Drop-In** registration fee for a contract class/program/event will be \$5 per participant or as agreed upon.

The Independent Contract Instructor will propose any discounted monthly registration in their annual proposals.

## **CLASS/PROGRAM/EVENT ROSTERS**

Contractors can obtain a roster from CCRD during operating hours in advance of their class/activity; otherwise, rosters can be obtained by the instructor using their account in the ActiveNet operating system. It is mandatory for each instructor to take attendance for each activity. If a copy of roster and attendance sheet is not received, and you wish to have one, please contact the CCRD office.

*Please Note:* Students who register after the rosters are printed will not appear on the roster.

Registered participants not on the roster will be instructed to show their receipt to verify enrollment. The contract instructors should write-in the registered participant and include their receipt number on to the daily roster. If the registered participant does not have their proof of payment the participant will be required to fill out the drop-in waiver/registration form.

## **PARTICIPATION LIABILITY WAIVER**

Carson City Recreation will supply the Independent Contract Instructor with a Participation Waiver form for each participant upon registering for a class/activity. The Waiver form is a liability waiver that each registered participant must sign prior to the initial class/activity. The Independent Contractor will be required to have a copy of the participant waiver for every registered participant at every scheduled class/activity. The waiver of liability form will have all pertinent information for the participant required in an emergency situation.

## **SUPPLY FEES**

Any supplies needed for a class will be the responsibility of the instructor. If supplies are to be obtained by the student, it will be the responsibility of the instructor to provide CCRD with a supply list prior to the first day of registration. The supply fees are to be paid at the first class meeting and directly to the Independent Contract Instructor.

## **BACKGROUND CHECK**

All Independent Contractors, current Independent Contractors, sub-contractors and volunteers are required to complete a National Parks and Recreation Association, TLC Background Check Form prior to contracting with Carson City Recreation. The applicant will be required to pay Carson City Recreation \$18.50 for the NRPA's TLC Background check.

## **FACILITY MAINTENANCE, SET-UP & EQUIPMENT**

CCRD will ensure all facilities are clean and ready for general use. Specific set-up of equipment tables and chairs is the responsibility of the individual contractor. If you discover any abnormalities, problems or repairs needed at a site, please report it immediately to assigned staff. If an area requires immediate attention due to a safety hazard, contact staff immediately. The City will take care of any "emergency" conditions immediately and do its best to handle other repairs or problems as soon as possible depending on City resources and the extent of the repair/problem. It is the instructor's responsibility to leave the room neat and clean following activity (i.e., wipe-off equipment tables, pick-up equipment and throw away trash etc.). CCRD facilities are heavily used therefore it is the instructors responsibility to work with other users to coordinate equipment and arrival/departure time of classes.

## **KEYS**

If you are conducting a class/program/event at one of the City's facilities other than the Aquatic Facility, you may be required to check out a key to access and secure the facility/room that is used for your activity. Independent contractors must complete/sign a key checkout form with a CCRD Program Manager before the key is issued. Ongoing contractors may retain their key as long as they are teaching/supporting activities continuously at the same facility. If skipping a contract season, contractors who are no longer teaching /providing support services must turn in their key (s) within 24 hours of the last day of work. Keys are not to be duplicated for any reason. If you have other sub-contractors who will need a key, you must check out an additional key, and will be accountable for all keys used for said class/program/event.

## **SECURING THE FACILITY/ROOM AFTER USE**

It is the contractor's responsibility to properly secure the facility/room used for your class/program/event when finished, even if another class/program/event will be using the facility later. Use only the facility/room in which your class/program/event is scheduled and only during the time scheduled. Unauthorized use of facilities is prohibited and grounds for immediate contract termination.

## **LOCKERS/SHOWERS**

Class participants shall have use of lockers and showers at the Aquatic Facility. Storage of items in lockers is for the duration of class only and all locks must be removed after completion of the class. Valuables shall not be kept in the lockers.

## **LATE PICK UP**

If an adult is late picking up a person under the age of 16 years, it is the contractor's responsibility to stay with the child until the parent arrives. Notify the parent of the need to be on time in the future before releasing the child to them. A minor participant must never be left alone until a parent or guardian assumes responsibility. If a parent is consistently late, please notify CCRD so that staff can follow up with the parent to establish an amenable outcome.

## **PARTICIPANT REFUND POLICY**

Aside from one-day classes, it is the policy of CCRD to issue a full refund minus a non-refundable 10% administrative fee to participants after their first participation in your activity. One-day activity, and requests later than the second activity meeting will be denied. Accordingly, contractors will receive partial or no payment for any student who is issued a refund.

## **HARASSMENT AND DISCRIMINATION**

Harassment can be defined as any behavior that is disrespectful and causes discomfort to another person. Harassment, whether physical or verbal, destroys morale and impairs teamwork and workplace efficiency. Harassment includes (but not limited to), sexual harassment, media harassment (i.e. sexting) and discrimination based on race/ color, national origin, gender identity or expression of a person, sex, military status, religion, age, disability, pregnancy, political affiliation, genetic information, or sexual orientation. It is important for all persons to recognize that harassment or discrimination based on any of the protected characteristics of race, color, religion, sex, age, national origin, ancestry, citizenship, disability, veteran status, medical condition, marital status and sexual orientation is illegal.

## **PROGRAM ADVERTISEMENT AND MARKETING**

Advertisement will be a collaborative effort with the contractor and CCRD and can include school flyers, social media, Carson City website, mass emails, press releases, marketing at citywide special events and contractor profiles. Contractors may utilize additional advertisement; however, all such advertisement must be cleared through the Recreation Program Manager and **must** include the CCRD logo prior to distribution. Instructors are encouraged to promote their classes (such as participating in school demonstrations and organizing recitals) in addition to the marketing provided by the City. Please submit pictures and promotional details to the Program Manager for distribution via social media, Carson City website, and mass emails through the registration website. It is not the responsibility of CCRD to create marketing materials for Independent Contractors.

Classes/activities that are cancelled due to low or no attendance may be eliminated. Before cancellation occurs, every effort will be made to explore alternatives to increase attendance.

## **READER BOARD**

A class listing in a multi-line, multi-user text ad on the Community Center Electronic Message Center is included with CCRD classes. Advertising beyond a multi-line, multi-user text ad is additional and subject to message center rules, charges, and availability. Paid and special event postings will have priority. Contractor must request their class posting a minimum of two weeks in advance to [MCCoordinator@carson.org](mailto:MCCoordinator@carson.org). CCRD maintains the right to refuse or modify a posting at CCRD's discretion.

## **REPORTING INCOME**

Contractors with Carson City Recreation are not considered City employees, and therefore, are not eligible for City benefits. It is the contractor's responsibility to pay all income taxes, as the City will report earnings to the IRS through a W-9 form. Independent contractors will be issued a 1099 form for each year worked.

## **CHANGES IN SCHEDULE**

It is very important that programs start and end at the advertised time. Starting activities late, ending early, or postponing start dates can cause distress and anger among participants and is a poor representation of the quality of program Carson City Recreation expects. Ending activities late can similarly cause an undue burden for participants as well as cause delays in other programs scheduled to use the same facility/room. Any changes in schedule must be reported to the CCRD Program Manager so that necessary arrangements can be made to keep the program running smoothly.

## **CANCELLATION OF ACTIVITIES**

Each contractor must obtain permission from the City at least one (1) week prior to any absence from his or her class/program/event. In the event of illness or emergency, the contractor may either subcontract or locate another approved/qualified contractor or reschedule the class after having contacted class participants, using the current class roster for any unscheduled absences and next contacting the front office of the Recreation Division at least twelve (12) hours prior to cancellation.

Contractors will not be compensated for a class/program/event missed and not made up. Participants will not be refunded for a class/program/event not held. There may be emergency instances where you will need to be absent from activity/service. In emergency situations, the City will assist the contractor by contacting participants and/or posting a note/sign on the activity door advising participants that the activity has been cancelled and listing a rescheduled day and time. Make up dates must be approved and scheduled through City staff for facility reservation and communication purposes. Once a rescheduled class has been approved, the instructor is responsible for informing all participants when the class will be held. If you have a sub-contractor who can provide instruction for you in your absence, please make sure they are listed on your contract and in City files so staff can reach them if necessary. In cases of inclement weather, you are responsible for calling the City as well as your participants if conditions warrant canceling a class/program/event. CCRD maintains the right to cancel a class for any reason. CCRD will provide written notice of intent to cancel the class.

## **CUSTOMER CONCERNS**

Carson City Recreation values community input, even when they contain constructive criticism. Any citizen contact received by the City concerning our contract services will be addressed with each individual contractor. This will ensure we are providing the best possible service to the community as well as aide us in identifying services that need improvement.

## **ACCIDENT/INCIDENT PROCEDURES**

**Please report any injuries or incidents to City staff immediately.**

### **Contact Information**

- Carson City Recreation (775) 887-2290
- Meagan Soracco– Recreation Program Manager/Contract Administrator (775) 283-7422
- Mitch Ames – Community Center Program Manager (775) 283-7419
- Kurt Meyer – Aquatic Facility Program Manager (775) 283-7351

Most incidents/accidents can be prevented by practicing sound safety rules and procedures and by consistent monitoring on the part of you and your subcontractors/volunteers.

If your activity is located off site, contact 911 for immediate assistance and then a CCRD Program Manager for any major incident/accident. All incidents including minor accidents and injuries must be reported within 24 hours to a CCRD Program Manager using the "Accident/Incident Report Form" provided in the Independent Contractor's activity folder.

In addition, you should refer to the participant emergency information provided with your class roster to document data in the report. Provide a concise description of:

- Facts related to what happened
- Bodily area affected for injuries/facility /equipment for accidents
- Persons involved
- Any follow up conversation

1. Never leave the injured person alone; send someone else for help.
2. Without leaving the victim, assign someone to call 911. Make sure the caller explains the nature of the accident and the exact location of the victim. Give concise and correct information in response to their questions. Tell the caller not to hang up until the dispatcher has stated that they have all the necessary information.
3. Do not move the victim unless it is unsafe for the victim to remain where he/she is (i.e., burning building). Stay with the victim until emergency personnel releases you.
4. If the injured is a minor, notify the parent/guardian. Never send an ill or injured child home without notifying the parents.
5. Maintain confidentiality by not discussing incidents with the public or non-City personnel. Be respectful of the involved person's privacy. Talk to no one except for the police, paramedic, parent/legal guardian or City staff.
6. Do not transport the victim yourself.
7. An Accident/Incident Report must be filled out for any injury or incident. Be sure to describe in detail the nature of the injury, but do not diagnose. Make an attempt to record verbatim the statement of the injured as to how the accident occurred and how he or she feels. Be sure to record names, address and telephone numbers of responsible witnesses. Don't forget to make a visual inspection of the area for future reference and write it on the report.
8. A copy of this report needs to be submitted to the Recreation Program Manager within 24 hours.
9. Incidents involving damage to City property (i.e., graffiti, broken windows, vandalism, etc.) require written notice of incident to be submitted to the Recreation Program Manager.
10. Refer to location map for evacuation routes, first aid/ AED and clean-up kits.

## **BODY FLUID SPILLS**

It's important that contractors are familiar with the facilities first aid kit location in the event of blood and bodily fluid exposure. OSHA standards for handling blood borne pathogens must be adhered to. Depending on the severity of the exposure, resources are available for clean up at each program site, which feature a blood spill and surface clean-up kit. Instructions for use are clearly identified on the bright red and white package. After clean-up, dispose all contaminants in the bag, seal the bag and contact the CCRD Program Manager for later pickup. An Accident/Incident Report Form must be completed by the contractor and submitted to a CCRD Program Manager within 24 hours of the incident.

## **DISASTER/EMERGENCY**

If a disaster such as an earthquake, fire or power outage occurs while instructing a class/supporting a service, your primary responsibility is the safety of participants and yourself.

Secure yourself and any participants in a safe area until after the danger subsides:

- Remain calm and take charge of the situation. Everyone in your program will now be depending on your leadership skills.
- Evaluate your immediate area.
- Is everyone safe?
- Is the building/space secure? Assess any damage, if applicable, in your immediate area. Get your participants out of the building using the evacuation routes as indicated (facility map) if you deem it unsafe. Do not return to the building until a City inspector has approved occupancy of the building.

- Take roll. Be sure all participants are accounted for. If children are enrolled in your program, they are to remain under your supervision until you release them to a parent or guardian. Be sure to note the date and time, and the name of the person you released the child to.
- Do not leave the area until you have safely released all participants and have made contact with a City staff person.
- Above all, keep everyone safe and as calm as possible.
- If there are any injuries, call 911.
- Do not transport participants in a private vehicle.
- Refer to facility map for all safety equipment and evacuation routes.

## **HOLIDAY CLOSURES**

Generally, activities/services will not be scheduled on national/state holidays and holiday weekends; however, these closures will vary based on your program area. Classes held on a scheduled holiday must receive prior authorization.

These holidays include:

- ❖ New Year's Day
- ❖ Martin Luther King Jr. Day
- ❖ President's Day
- ❖ Memorial Day
- ❖ Independence Day
- ❖ Labor Day
- ❖ Nevada Day
- ❖ Veterans Day
- ❖ Thanksgiving Day
- ❖ Day after Thanksgiving Day "Family Day"
- ❖ Christmas Day

## **INDEPENDENT CONTRACT INSTRUCTOR REMINDERS:**

- Adhere to requests from CCRD staff.
- Comply with all City policies, procedures and local, state and federal laws.
- Contact participants if/when canceling a class after gaining approval to cancel class from CCRD.
- Clear participants from the designated class area at the end of class time and making sure they are picked up and/or leave the premise prior to instructor's departure.
- Include CCRD logo on all marketing materials and obtaining approval from CCRD prior to distributing.
- Secure room/building at the end of each class.
- Leave all facilities in good condition after class.
- Give adequate attention to all students/participants.
- Maintain a proper appearance at all times.
- Instruct only the classes you are contracted to teach.
- Schedule makeup classes in advance through the CCRD office.
- Conduct class in accordance with the specific scope within the contractual agreement.
- Allow for adequate preparation and clean-up time in order to start and end program.
- Have a Cell Phone available at every scheduled activity for emergency situations.



