



Recreation Department

Contract Instructor Handbook

*In Antioch, opportunity is everywhere.
It is our community centers and water park, our sports, and programs.
It is our services for youth, services for families and older adults.
It is the connection we share.*

Contents

Teaching & Benefits	3
How to become a Recreation Contract Instructor	3
Contractor Requirements	3
Independent Contractor Agreement	4
Personal Business.....	5
Professional Conduct	5
Participant Safety	5
Class Fees	5
Supply Fees	5
Equipment & Labor	5
Refunds and Course Cancellations.....	6
• Absences	6
• Substitutes/Assistants	6
• Refunds/Withdrawals.....	6
• Course Cancellations.....	6
• Instructor Compensation	6
Enrollment, Registration, and Rosters	7
Releasing of Minors	7
Confidentiality.....	8
Discrimination and Harassment.....	8
The Americans with Disabilities Act.....	8
Child, Elder, and Dependence Adult Mandated Reporting.....	10
Concussion Protocol Requirements	10
No Shows	10
Facility Usage	11
Accidents/Incident Reports	11
Promoting Your Course.....	11
Certification	13



The City of Antioch Recreation Department offers a variety of classes, workshops, seminars, and activities. We would like to thank you for your interest in contributing your knowledge and expertise to enrich the lives of others in our community. Your participation and involvement will complement the diversity of our programming and contribute to the overall success of the programs.

The information in this handbook is intended for current Recreation Contract Instructors and those who are interested in becoming Recreation Contract Instructors.

Teaching & Benefits

Antioch is a community of over 110,000, situated along the San Joaquin-Sacramento River Delta. The Parks and Recreation Department is dedicated to enriching our community through discovery, learning, and play. A critical part of this mission is our contract class program, which provides the community with access to a diverse range of educational, creative, and recreational opportunities. Contract classes provide activities for preschoolers, school age children, teens, adults, families, and older adults.

The City of Antioch has access to a variety of facilities. Classroom facilities, auditoriums, gymnasiums, and parks are available for contract instructor courses. These facilities are maintained to ensure the comfort of instructors and participants.

The City of Antioch will include your course description in our Recreation Guide, which is distributed three (3) times a year, as well as on the City website.

The City of Antioch uses a computer registration system that allows us to maintain facility booking for your course and to process registrations in an efficient manner. Instructors receive attendance reports. Recreation staff provide instructors with contact information for all participants. We offer registration through three (3) easy customer friendly ways: online registration, mail, or in person.

How to become a Recreation Contract Instructor

Instructors are hired on a contractual basis. To become a Contract Instructor for the Recreation Department, a potential instructor must first submit a Contract Instructor Proposal Form online at www.antiochca.gov/recreation for each course you would like to teach.

Instructor proposals are accepted year-round. Partially completed proposals will not be considered. Once you have submitted your proposal online, a Recreation Representative will contact you and serve as your primary point of contact. The representative will review your paperwork and notify you if your class/activity is of interest. A meeting is then scheduled to further discuss your activity. Once accepted, you must provide the required items listed below before being approved.

Contractor Requirements



Before the department can enter into an Independent Contractor Agreement the following documents must be obtained from a potential instructor:

1. **Photo identification:** California Driver's License or Government issued ID card
2. **Business License:** All businesses operating within the City of Antioch are required to obtain a license. Applications and information available at: www.antiochca.gov/finance-department/business-license/
3. **Proof of Worker's Compensation and Employer's Liability** if you have employees. If you are an instructor without employees, we will need a letter stating you are the sole proprietor.
4. **TB Test:** California State regulations require any person employed in connection with a park, playground, or recreational center to produce a valid Tuberculosis (TB) test certificate prior to employment. If you already completed the test and have a certificate from the last 2 years, please submit a copy. As a reminder, Tuberculosis (TB) test will be at the contractor's own expense. TB certificate must reflect an examination within the past two (2) years.
5. **Reporting Income:** The City of Antioch does not withhold state or federal income tax but will report the Contract Instructor's income via Form 1099. Instructors will receive a W-9 form to be completed.
6. **Fingerprinting:** California Public Resources Code 5164 is in effect regarding the fingerprinting of employees and volunteers involved in public recreation programs who are working with minors. Instructors are required to submit prints one month prior to the first day of class to the Department of Justice to obtain a criminal record summary. Fingerprinting forms can be obtained from the Recreation Representative. Contract Instructors are unable to teach classes until they have been notified by the Recreation Representative that they have cleared this process.
7. **Insurance.** The City of Antioch requires that all Contract Instructors obtain general liability insurance of \$1,000,000 to protect themselves from any claims. Before teaching, the City must receive two insurance documents from the Contract Instructor or their insurance agent. The required insurance documents are: (1) a copy of the insurance certificate and (2) an Additional Insured endorsement naming the City of Antioch.

Independent Contractor Agreement

The Recreation Department requires that all Contractors who perform a service in/on a City facility enter into a Contractor Agreement with the City. The Contractor Agreement form is standard and cannot be altered or changed. Instructors are required to sign the original contract. A copy of the original contract will be mailed back to the instructor once it has been approved and signed by the department. Under the Independent



Contractor Agreement, Instructors act as independent contractors, and not as agents or employees of the City of Antioch. Instructors do not receive rights to retirement benefits nor other benefits provided to City employees. Although instructors are not employees of the City of Antioch, Instructors do represent the City and must therefore conduct themselves in a professional manner. Instructors must also support all City policies and decisions, including those set forth in this document as it may be amended from time to time.

Personal Business

Contract Instructors are not allowed to solicit personal services or items to participants, guests, or staff. The Contract Instructor may not receive or make personal phone calls while performing services. We do ask instructors to please not bring their children, family members, or any other personal friends or contacts to class.

Professional Conduct

It is imperative that Contract Instructors be respectful, inclusive, and courteous. The City of Antioch does not condone inappropriate or offensive behavior by or towards Contract Instructors, participants, and City Staff. If a Contract Instructor, participant, or guest engages in an inappropriate or unsafe manner, he or she will be asked to leave the premises. Possession or use of drugs or alcohol while conducting or participating in a class is strictly prohibited and may result in termination of the contract.

Participant Safety

The Contract Instructor's primary responsibility is to ensure the safety of participants involved with the activity. If any aspect of the area appears unsafe, it is your responsibility to notify Staff and to take actions that will ensure participant safety.

Class Fees

Contract Instructors set their class fees. The Instructor and the Department will determine a mutually agreed upon course fee. The Department reserves the right to approve all class fees.

Supply Fees

Any supplies needed for a class will be the responsibility of the Contractor and must be pre-approved by the Recreation Representative. If supplies are to be obtained by the student, it will be the responsibility of the Instructor to provide a supply list. If a supply fee is required for each student, the Instructor must provide this information on the Proposal Form so they may be approved and published in the recreation guide. The supply fees are to be paid at the first-class meeting and directly to the Instructor. Supply fees that are not published in the program guide may not be collected.

Equipment & Labor



Instructors are required to furnish all tools, equipment, apparatus, supplies, and materials necessary for their classes unless otherwise agreed to by the City. Instructors assume all risk of loss, damage, or harm to such equipment or materials arising in connection with their services. Instructors are not allowed to distribute and/or sell personal items or equipment, without prior approval from the Recreation Representative.

Refunds and Course Cancellations

- **Absences:** If an Instructor is ill or unable to meet with their class, the Instructor must notify the facility where the course is scheduled as soon as possible but no later than two hours prior to the start of class. It is the Instructor's responsibility to notify students of a class cancellation of this nature.
- **Substitutes/Assistants:** If an Instructor has planned for a substitute, the department must be notified no later than two hours prior to the start of class. All substitutes/assistants must be an employee or subcontractor of the regular instructor (with proof of workers compensation.) If they are a subcontractor, they must also have a business license. The substitute must also have a complete background screen before performing services at any City of Antioch Recreation Facility.
- **Refunds/Withdrawals:** The City of Antioch Recreation Department will arrange a transfer to another class/activity or arrange a refund. Customer requested refunds or transfers may be requested in writing NO LATER THAN 5 business days prior to the first day of class. All refunds are subject to a \$7 service charge per activity unless class/activity is canceled by the City of Antioch Recreation Department. Refund policies may be different for swim lessons. Students who withdraw for medical reasons from a course will be given a credit for the remaining classes. Refunds will be based on the day that the student notifies the City of their desire to withdraw. Instructors will be compensated based on the revenue after prorated refund. If a material fee is paid, the Instructor will retain the entire material fee.
- **Course Cancellations:** The City of Antioch reserves the right to cancel, combine or divide courses; to change the time, date, or place of courses; to change the instructor; and to make other changes which become necessary to ensure a quality experience for the participants. If the Recreation Department cancels your course, the Department will notify students and issue any necessary refund. Contract Instructors are responsible for contacting the Recreation Representative immediately if they have reason to cancel a class. If a Contract Instructor cancels, they are responsible for informing students.
- **Instructor Compensation:** Instructors are compensated a percentage of registration fees paid by class participants. Instructors may not impose additional fees or material costs on participants registered through the City unless such fees or costs have been approved in advance by the Recreation Representative. Participants will pay material fees to Instructor by the first-class meeting. All registration fees are collected and deposited by the Department. We will not pay out on participants who received a refund. It is the City's policy to provide



payment after receipt of services. Therefore, advance payments are not possible. Contract Instructors will receive payment within 30 days of the Recreation Department receiving a signed class attendance sheet. It is the Instructor's responsibility to submit all required documents at the end of each class session to the Recreation Representative in order to receive a timely payment. Instructors will be provided with an IRS 1099 form for tax purposes. Instructors are personally liable for any federal, state, or local taxes incurred, and the City will not withhold any deductions from these earnings. It is the sole responsibility of the Instructor to maintain complete and accurate records with respect to all services provided to the City.

Enrollment, Registration, and Rosters

Class registration forms are mandatory and must be completed for all students in each session. In the case of drop-in, sign-in forms are mandatory. All registrations and payments must be processed through the Antioch Recreation Department office before participant can attend their first class. This policy applies to new and returning participants. Instructors must take daily attendance to ensure proper enrollment and payments. Instructors will not be paid for students that are not on the roster. Please inform individuals who have not paid to go to the Facility Front Desk Staff to register. Participants must either be on your roster or have a Recreation issued receipt before you admit them to your class.

Under no circumstances is an instructor to accept payments, except for pre-approved supply fees. Registrations are processed on a first come first serve basis. No registrations may be taken by an instructor. All participants must pre-register with the Department before being allowed into any class/program. It is the Instructor's responsibility to ensure all participants are registered and fully paid prior to attending class. Please notify our front desk or your Recreation Representative if you have a participant who is not listed on your roster.

Instructors must call the Recreation Department office at least one week PRIOR to the first scheduled class to verify enrollment. Instructors may pick up class rosters from the office or request one via e-mail and must take attendance every class meeting.

Releasing of Minors

Parents are required to sign their children in and out of class. You will receive an attendance sign in & out sheet with your rosters. At the end of the activity time, the Contract Instructor must not release children to anyone other than the authorized parent, guardian, or to an individual authorized by the parent. *Never release a child to someone who is unknown to the child or to whom the child expresses fear or uncertainty.*

The Contracted Instructor must stay until all participants have left the facility. The Contract Instructor should contact the parent or guardian if a child is not picked up. If



you cannot reach a parent or guardian and more than 15 minutes go by, the Instructor should notify the front desk staff. If you cannot stay with the child, please release the child to the front desk staff along with the child's contact information and who you have contacted so far.

The Antioch Police Department at 925-778-2441 will need to be contacted for minors who are not picked up after 1 hour. Instructor should stay with the child until a Recreation Department employee, police officer, or the parent/guardian arrives.

Confidentiality

All data, documents, discussion, or other information developed or received by Instructors while providing services to the City must be kept confidential and not disclosed without the City's prior authorization unless disclosure is otherwise required by law. Information that identifies or relates to our students should be safeguarded as confidential. Class rosters contain the names and telephone numbers of students enrolled. Such information is not to be distributed without prior City approval and is for the use of the Instructor only as it relates to the class or program.

Discrimination and Harassment

The City of Antioch has a strong 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. Contract Instructors are responsible for their own actions/conduct and must never engage in discrimination and harassment. Americans with Disability Act (ADA).

The City of Antioch is an inclusive city and encourages participation in all programs for all people, irrespective of any mental or physical disability or challenge they may face. To this end, the City will make all reasonable accommodations to ensure participation in all programs by any person desiring to participate. If you are asked about making an accommodation for a person with a disability, work with your staff representative on finding the best arrangement to accommodate full participation.

The Americans with Disabilities Act (ADA) was enacted in 1990. Revisions were made that took effect on March 15, 2011. The ADA gives civil rights protection to individuals with disabilities that are like those rights provided to individuals based on race, sex, national origin, and religion. It guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, local and state government services, and telecommunications.

Definitions

Disability: Physical or cognitive impairment that substantially limits an activity



Major-Life Activities:

- Caring for oneself
- Performing manual tasks
- Seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, working
- Major bodily functions

Disability Etiquette

The Basics:

- Ask before you help – Just because someone has a disability, do not assume they need help. People with disabilities want to be treated as independent people. Help only if the person appears to need it, and if they do want help, ask how before you act.
- Be sensitive about physical contact – Some people with disabilities depend on their arms for balance. Grabbing them, even if your intention is to assist, could knock them off balance. People with disabilities consider their equipment part of their personal space, so avoid touching a person’s wheelchair, scooter, or cane.
- Think before you speak – Always speak directly to the person with a disability, not to his companion, aide, or sign language interpreter. Making small talk with a person who has a disability is great; just talk to them as you would anyone else. Respect their privacy and be very careful in asking about his or her disability.
- Do not make assumptions – People with disabilities are the best judge of what they can or cannot do. Do not make decisions for them about participating in any activity. Depending on the situation, it could be a violation of the ADA to exclude people because of a presumption about their limitations.
- Respond graciously to requests – When people who have a disability ask for an accommodation, it is not a complaint; it shows they feel comfortable enough in your establishment to ask for what they need. If they get a positive response, they will probably return to use the service again.

Proper Language to use When Interacting with People with Disabilities:

- Use person first language, say “person with a disability” rather than “disabled person” to emphasize that they are people first. For example, say “Nancy has autism” instead of “she is autistic.” Language reflects society’s beliefs, which is why it is important to always put the person first.
- Emphasize abilities. No one wants to be known for what he or she cannot do.
- Avoid labels. Never refer to people by their disability. For example, do not say “the handicapped, the crippled, the blind”, etc.
- Often people use negative language without even realizing it. Words like “victim or sufferer” are disempowering. Listen to yourself and make changes, as necessary.
- Use body language. It offers important clues about what you are saying.



- Speak normally – do not yell or exaggerate as this distorts your face and the way words sound.
- Never assume a person with a communication disorder (speech impediment, hearing loss) also has a cognitive disability such as mental retardation.
- Do not use “normal” to describe persons without disabilities.
- Never say “wheelchair bound” or “confined to a wheelchair”; instead, say “uses a wheelchair”.

People with disabilities are individuals with families, jobs, hobbies, likes and dislikes, and problems and joys. While the disability is an integral part of who they are, it alone does not define them. Do not make them into disability heroes or victims. Treat them as individuals. Once the Department is contacted or notified by an individual with a disability, then the Department will make every reasonable attempt to accommodate that individual’s request to participate fully in the class or program. You as an independent contractor may be asked to make recommendations or suggestions as to how your program could be modified to accommodate this individual.

Child, Elder, and Dependence Adult Mandated Reporting

Mandated Reporter: Employees, contractors and volunteer coaches in a public recreation department that serves children, elders, and dependent adults and where staff interacts with the above in a professional capacity, are mandated by California law (State Penal Code 11164 – 11174.3) to report known or suspected child abuse and by the (Welfare and Institutions Code Section 15630) to report known or suspected elder/dependent adult abuse. Mandated Reporters for Elder Abuse are anyone who has assumed full or intermittent responsibility for care or custody of an elder or dependent adult (WIC 15630). All independent contractors who have direct contact with children, elders or dependent adults acknowledge and agree to abide by the Mandated Reporting Requirements through this contract process.

Concussion Protocol Requirements

The City of Antioch Recreation Department is required to immediately remove an athlete from an athletic activity for the remainder of the day if the athlete is suspected of sustaining a concussion and prohibit the athlete from returning to the athletic activity until the athlete is evaluated by a licensed health care provider, according to California State Assembly Bill No. 2007. Independent contractors will notify the parents or guardians of athletes 17 years of age or younger who have been removed from athletic activities due to suspected concussions, as specified. All independent contractors who have athletes 17 years of age or younger acknowledge and agree to abide by the requirements through this contract process.

No Shows

Instructors should give all participants a courtesy call prior to the start of class. This is a good time to introduce yourself, remind participants of requirements, if applicable, and of the date and time of the classes. 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). It is the participant's responsibility to remember the classes they have signed up for, but its good customer service to call your participants (phone numbers are printed on the roster).

Facility Usage

All Contract Instructors using Recreation Facilities will be allowed to set up their rooms/activity area 15 minutes prior to the beginning of class/program activities. The Instructor must always leave the room/activity area in the condition in which it was found. This means cleaning up any materials (art supplies, paper, etc.) and replacing any furniture and/or equipment back in its original location after the class/program ends. Instructors may not use any City owned property including copy machines, fax machines, computers, materials, and/or equipment without prior written approval of the Recreation Representative. Plan to have all equipment, materials, and copies provided at your expense.

Accidents/Incident Reports

If an Incident/Accident occurs during your program, an Incident/Accident Report must be completed and submitted to the Recreation Representative by noon the next business day. Forms are located at the front desk. It is the Contract Instructor's responsibility to know where the first aid kit is located for all facilities in which they provide services. Typically, kits are found at the front desk and the classrooms. For minor first aid (*only band-aids, ice packs are permitted*) the first aid kit will suffice. For serious accidents, **DO NOT MOVE** the injured participant, and call 9-1-1. If a child is involved, notify the parent/guardian immediately, and then contact the Recreation Department office at (925) 776-3050. *All accidents and incidents must be reported, no matter how minor they may appear.*

Promoting Your Course

All advertisement materials to promote courses must be approved by your City of Antioch Recreation Representative. All advertisement materials must include the City of Antioch logo, contact number for registration (925) 776-3050 Ext. 0, and registration website www.antiochca.gov/recreation.

- **Advertisements:** There are several weekly papers that offer low-cost advertising for local businesses.
- **Special Events:** The Recreation Department offers many special events. With prior approval, Instructors are welcome to participate or hand out flyers at Department events. Contact your Recreation Representative to arrange your attendance at an event.
- **On the Internet:** Develop your own website. Contact your local Internet provider for information on how to create a site.



- **Promotion by Recreation Department:** The City of Antioch will place your description in our Recreation Activities Guide and any pictures of your classes that you have provided. Additionally, your course description will also be listed on our Online Registration page, displayed at facilities, on our social media sites and periodic e-mail blasts.



Certification

Instructors must certify that they have read and understood and agree to abide by the policies and guidelines set forth in this manual by signing and returning this form to the City of Antioch Recreation Department prior to providing any services to the City. The City reserves the right to amend these policies and guidelines from time to time. The City will notify Instructors of any such changes within 30 days and Instructors will complete and return to the City an additional certification.

I have read the above and fully understand and agree to these policies.

Instructor Name

Date

Instructor Signature

