



# **INSTRUCTOR HANDBOOK**

City of Newport Beach  
Recreation & Senior Services



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## CITY CONTACT INFORMATION & STAFFED FACILITIES

A CONTACT LIST OF CURRENT CITY STAFF RELATING TO OUR CONTRACT CLASSES IS MAINTAINED ON THE INSTRUCTOR WEBSITE AT [NEWPORTBEACHCA.GOV/INSTRUCTORS](http://NEWPORTBEACHCA.GOV/INSTRUCTORS) UNDER THE 'INSTRUCTOR FORMS' TAB.

### CITY STAFFED FACILITIES

It's important to be familiar with our staffed facilities as these are locations throughout the City where your participants are able to register in-person.

#### CITY OF NEWPORT BEACH RECREATION & SENIOR SERVICES DEPARTMENT – BAY E

100 Civic Center Dr., Newport Beach, 92660

Office: 949-644-3151 | Fax: 949-644-3155

Monday-Thursday, 7:30am-5:30pm | Friday, 7:30am-4:30pm

#### COMMUNITY YOUTH CENTER (CYC)

3000 Fifth Ave, Corona del Mar, 92657

Office: 949-644-3165 | Fax: 949-644-3155

#### MARINA PARK

1600 W. Balboa Blvd., Newport Beach, CA 92663

Office: 949-270-8150 | Fax: 949-723-3520

#### NEWPORT COAST COMMUNITY CENTER (NCCC)

6401 San Joaquin Hills Road, Newport Coast, 92657

Office: 949-270-8100 | Fax: 949-271-1627

#### OASIS SENIOR CENTER

801 Narcissus Ave, Corona del Mar, 92625

Office: 949-644-3244 | Fax: 949-640-7364

### AFTER HOURS | MONDAY-FRIDAY: 5:30PM-7:30AM & ALL DAY SATURDAY & SUNDAY

The City employs a Park Patrol team who are prepared to respond to our parks and facilities, engage with the public, and issue reminders regarding City codes and policies. They are a great source and the first point of contact for non-emergency situations.

#### PARK PATROL CELL

949-795-2381

#### POLICE DISPATCH

949-644-3717

#### EMERGENCIES

Dial 9-1-1

## DUTIES OF THE CITY OF NEWPORT BEACH

### CITY DUTIES **REGISTRATION** ( 3.1)

The City is responsible for taking all class registrations via fax, mail-in, walk-in at staffed facilities, or online. The City collects program registrations and payments, issues refunds, and handles other related administrative responsibilities. Contractors may not collect registration for classes. Participation is not permitted for any portion of the class until properly registered. If there is a dispute regarding registration, please request the participant to provide a receipt. Contractors will only collect material fees that are pre-approved by the City and have been published in advance in the recreation guide. Such fees shall be collected by the Contractor at the first class meeting.

### CITY DUTIES **CLASS FACILITY** (3.3)

The City will provide a location for classes without charging the Contractor any rental fees, unless otherwise agreed by the two parties. The Contractor will request dates and times for the Classes and the City will inform the Contractor if the facility is available. It is the Contractor's sole responsibility to request these dates/times; the City will not schedule the Contractor's classes without receiving appropriate date/time requests from the Contractor. City facilities shall only be used for classes authorized by the City under the contracted agreement.

### CITY DUTIES **PARKING AT MARINA PARK**

Parking for Marina Park classes is free if you use the Parkmobile app. Please visit [www.newportbeachca.gov/government/departments/recreation-senior-services/marina-park/parking](http://www.newportbeachca.gov/government/departments/recreation-senior-services/marina-park/parking) for more information about parking procedures or contact the Marina Park front desk at (949) 270-8150.

### CITY DUTIES **BEACH OR NEWPORT ELEMENTARY PARKING PASSES**

Contractors teaching at Beach locations or Newport Elementary are allowed up to 3 City "Annual" (aka Blue Pole) parking permits. To receive your parking permit, please submit the Work Parking Permit Application to your coordinator or supervisor. The application can be found on the instructor page on our city website.

Please ensure all parking signs are followed and note that the City is not responsible for any tickets received. The passes will need to be renewed annually. Please contact your Coordinator or Supervisor to ensure you are eligible for this benefit.

### CITY DUTIES **REFUND PROCESSING** (3.4)

The City charges a \$10 (for classes priced \$74 and under) or \$20 (for classes priced \$75 and above) refund fee for any refund request made prior to the second class meeting, unless otherwise noted. A full refund will be granted when a class is canceled by Recreation staff or by the Contractor. If canceled by the Contractor, all required paperwork must be received by the City at least 72 hours before class start date. The City may provide a full refund to participants on a case-by-case basis. One day workshops require five business days' notice for a refund or transfer. Two-day classes require three business days' notice for refund or transfer. The City is not responsible for refunding material fees.

## CITY DUTIES CLASS PROPOSALS

The City is responsible for the generation, distribution, and collection of seasonal proposal forms. City staff will review proposals for discrepancies and approve proposed classes, camps and programs based on need and availability. Requested days, times, and locations are subject to change. Once entered into the ActiveNet registration software, City staff will issue links to the online postings for Contractors to review by a provided deadline. Similarly, Contractors will be given an opportunity and deadline to review their entries in the Newport Navigator prior to print.

## CITY DUTIES ACTIVENET ACCESS

The City will not mail, fax or email rosters to Contractors. As part of their duties, the City shall provide online access to class rosters to Contractors via registration site. Participant addresses and contact information, and any other such information or documents compiled by the City and provided to Contractors, shall remain the property of the City.

## CITY DUTIES PUBLICITY (3.2)

The City is responsible for publishing approved class information in the quarterly published recreation guide and online. The recreation activity guide called the **Newport Navigator** is mailed to over 45,000 Newport Beach residents and businesses and is also distributed throughout the City at libraries and community centers. The City has full discretion to decide what information will be included. It is suggested for Contractors to submit new descriptions yearly to attract new participants. Descriptions must be kept at 50 words or less with class titles set at a maximum of 30 characters.

**CITY WEBSITE:** All class information is available on the City website and will be updated quarterly. The website is regularly updated as new changes and updates are approved.

**SUMMER CAMPS:** Camp information will be promoted by the City through **campnewport.com**.

## HOLIDAYS

Classes held in Department facilities will not be scheduled on national and public school holidays without prior approval of the Recreation Manager/Supervisor. If classes are held in a non-City of Newport Beach facility on a national and public school holiday, the Contractor must notify the City at the time the class proposal is submitted. We do not suggest hosting classes on holidays. Observed holidays will be noted on class proposals. There are additional no class dates that may be enforced based on the school district schedule and City events.

## OBSERVED CITY HOLIDAYS

- **NEW YEAR'S DAY**
- **MARTIN LUTHER KING, JR'S BIRTHDAY**
- **PRESIDENT'S DAY**
- **MEMORIAL DAY**
- **INDEPENDENCE DAY**
- **LABOR DAY**
- **COLUMBUS DAY – CITY OFFICES OPEN (MOST SCHOOLS CLOSED)**
- **VETERAN'S DAY**

- THANKSGIVING DAY
- CHRISTMAS DAY

## COMPENSATION

### PAYMENT | CONTRACT SECTION 2.1 & 2.3

The City will pay the Contractor electronically. The Contractor is responsible for ensuring an up to date “Direct Deposit Authorization” form is on file with the City. The City will pay the Contractor within 21 business days after last class meeting. Typical payment is deposited on the second Tuesday after the scheduled session ends.

### CITY FEES | CONTRACT SECTION 2.2

The City will pay the Contractor the agreed upon percentage of the amount of the total enrollment fees collected, minus the non-resident fee and a \$5 per person administration fee for each class held. Outside of tidelands, non-residents are charged an additional \$5 fee for classes \$74 and under and \$10 for classes \$75 and over. For camps, a non-resident fee of \$10 is charged for camps \$124 and under, and a non-resident fee of \$20 is charged for camps \$125 and up. If applicable, the non-resident fee is taken out for each class before the agreement split. **PLEASE NOTE:** Upon completion of the season, the City will conduct a clean-up to ensure all classes have been paid accurately. The City may renegotiate compensation with Contractors anytime during the term of this Agreement. For example, if the City has taken on additional responsibility.

## DUTIES OF THE CONTRACTOR

Contractors will receive information, such as payment stubs, program proposals, important dates, etc., via email; therefore, it is mandatory all Contractors have and maintain an email address. It is the Contractors responsibility to provide their updated email address to the City and update their current information in ActiveNet.

### CONTRACTOR DUTIES EXPECTATIONS (4.1)

Contractors are expected to conduct themselves in a professional manner at all times with the general public and City employees. A Contractor is not a City employee, but serves as a reflection. We ask Contractors to uphold City standards and organizational values and behaviors.

**RECREATION & SENIOR SERVICES DEPARTMENT MISSION STATEMENT:** The Recreation & Senior Services Department is responsible for providing the community quality educational, recreational, cultural and social programs for people of all ages in safe and well maintained facilities, opens spaces and parks. The Department facilitates the rental of indoor and outdoor recreational sites and manages a diverse range of special events held in Newport Beach.

### CONTRACTOR DUTIES COMMUNICATION (4.9 & 4.10)

Contractors are required to notify the City in writing of any name, address, telephone number, email, website, or direct deposit payment changes within forty-eight (48) hours of such change. Contractors must attend an annual “contractor informational meeting” and any other meetings with City representatives as requested.

## CONTRACTOR DUTIES **PROGRAM MANAGEMENT**

To give our participants the best service, we ask our Contractors to:

- Teach the class as described in the brochure.
- Not use classes as a vehicle to send people to another location, promote your own business or a more expensive program that you teach elsewhere.
- Carefully train and monitor sub-contractors, assistants or helpers, as they are a reflection of your business and the City.
- Accept critical evaluation of your business and strive to improve weaknesses based on feedback from participants.
- Support and adhere to City policies at all times.
- Maintain a cooperative attitude with the City.
- Not teach under the influence of alcohol or drugs which is grounds immediate contract termination.
- Leave all facilities in good condition after class.
- Give full attention to your students/participants.
- Maintain a professional appearance at all times. Dress the part of your class and programs.
- Refrain from using inappropriate language.

## CONTRACTOR DUTIES **ANTI-DISCRIMINATION LAWS (4.5)**

Contractors agree and certify that, except as permitted by law, no person will, on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, sexual orientation or any other impermissible basis under the law, be excluded from participation in, or be denied the benefits of the services provided pursuant to the contract agreement, and Contractors agree not to discriminate on said grounds in the hiring and retention of employees and representatives, unless authorized under Section 12940 of the California Government Code. Contractors will, where applicable, conform to the requirements of the Americans with Disabilities Act in the performance of the contract agreement.

## CONTRACTOR DUTIES **PROGRAM SUPPLIES & EQUIPMENT (4.4)**

Contractors are responsible for providing all supplies, equipment, personnel, materials, and any additional publicity. Contractors are also responsible for repairing and keeping all equipment and supplies in good working condition.

## CONTRACTOR DUTIES **CLASS FACILITY (3.3)**

It is the Contractors sole responsibility to request class facility dates/times; the City will not schedule Contractor's classes without receiving a written request via a class proposal. City facilities will only be used for classes authorized by the City. Contractors using any of our parks, beaches and unstaffed community centers are responsible for opening and closing the facilities and set-up of tables/chairs necessary for class. **All Contractors are responsible for:**

- Leaving the facility clean.
- Properly returning tables and chairs to their original storage area.
- Securing all doors and windows.



- Turning off lights and air conditioner/heater.
- Monitoring smoking. Smoking is prohibited in all City facilities, beaches, playgrounds and within 100 feet of all doors and windows.
- Ensuring that no food/drink is consumed on carpet or computer area.
- Avoiding storage of personal equipment/supplies in any City facility.
- Notifying the City if something breaks or is not in working order.
- Following all emergency procedures.

**FACILITY ACCESS:** Our unstaffed facilities (Bonita Creek Community Center, Carroll Beek Community Center, Cliff Drive Community Center, and Mariners VJC) all require keys and/or codes to open and close. Please make arrangements with your Coordinator to sign out keys and codes at least one week prior to any upcoming programming. Additionally, summer camp instructors may request a key for access to the pipe chase storages attached to the restrooms where we will store easy-ups and a-frame directional signs.

#### CONTRACTOR DUTIES USE OF NON-CITY FACILITIES FOR CLASSES

If the Contractor desires to conduct a class at their place of business, or some other non-City-owned site or facility, the location must first be approved in writing by the City, the approval of which may be granted or conditioned by the City in its sole and absolute discretion. Upon said written consent by the City, the Contractor must:

- Notify the City at the time of proposal;
- Provide sufficient parking for all participants;
- Post signs at the site to direct participants to the location of class;
- Allow access to City staff at the location when requested.

#### CONTRACTOR DUTIES CLASS PROPOSAL PROCESS

- The Contractor is responsible for submitting class information to the City. All class proposals must be **submitted electronically**, through the RSS App by the deadline date.
- If a contractor does not submit their completed class proposal by the **deadline**, your class and description will NOT be printed in the Newport Navigator.
- After your class information is received and input, you will receive an email with a **link to review**. Any changes to the class need to be submitted to [newportinstructor@newportbeachca.gov](mailto:newportinstructor@newportbeachca.gov) by the deadline, otherwise no changes will be made. Upon receiving links to classes, the Contractors are responsible for reviewing for accuracy and reporting any discrepancies to City staff.
- Once **PDF proofs** of the Newport Navigator have been issued, Contractors are only permitted to check for the accurate entry of prices, dates, times, ages and no class dates. Additional changes beyond that will not be honored.

**ABSENCES | CONTRACT SECTION 4.8:** We encourage Contractors to include “No Class” dates on their proposal. Contractors must obtain permission from the City one week prior to any **planned absence** from the class. In the event of illness, the Contractor is required to notify the City and participants at least twelve hours prior to any class cancellation. There may be **emergency** instances where you will need to be absent from class with less than 12 hours’ notice. If this occurs, please

contact City staff immediately. It is the Contractor's responsibility to make sure everyone is notified. If the Contractor is unable to notify participants (due to an emergency), City staff will contact students upon request. A make-up class must be approved and scheduled through City staff for facility reservation and communication purposes. Once a make-up class date is approved, participants must be notified by email and phone. If a make-up class is unable to be scheduled a partial refund will be issued.

#### CONTRACTOR DUTIES **CLASS SIZE** (4.6)

Contractors will determine the minimum and maximum number of participants required for each class to ensure the quality and safety of the class participants. For preschool or youth classes the minimum should never be less than 3 students. Contractors are required to attend the first class meeting of all class offerings advertised in the *Newport Navigator* and/or *OASIS News* unless the Contractor cancels the class at least three (3) City business days prior to the first class date, with the prior written approval of the City. In the event of such approved cancellation, Contractors are responsible for informing all registered participants. In the event that the minimum number of participants is not met by the first class meeting, the class shall be canceled and Contractor will not be compensated for attending the first meeting or for any canceled classes. Contractors will not be obligated to provide any additional services in regards to the canceled class. If the minimum number of participants is met or exceeded, the class will be held as scheduled, even if any of the initial participants subsequently drop the class. If the demand is such that an additional class could be offered, it will be taken under consideration and negotiated between the City and the Contractor. If class(es) are canceled for two (2) consecutive seasons due to lack of enrollment, the class will not be scheduled again until the City determines that public demand has increased.

#### CONTRACTOR DUTIES **OVERENROLLING AND WAITLISTS**

Once a class enrollment fills, a waitlist is established. If you would like to overenroll, we must honor the waitlist order.

#### CONTRACTOR DUTIES **CLASS MAKE-UP POLICY & RESCHEDULED CLASSES**

**Make-ups** are defined as classes that participants are attempting to schedule on an individual basis when a single class day is missed. These will be honored on a case-by-case basis. In the event a make-up class is granted, it must take place in the same season as the original class. Alternatively, if a class day is cancelled by the City or Instructor, we will attempt to **reschedule** that class day for the end of the session at the same day and time. If time does not permit, participants will be issued a partial refund for that day of class.

#### CONTRACTOR DUTIES **CLASS CANCELLATION POLICY**

Contractors are responsible for monitoring their class enrollment. If a class has low/no enrollment, it is the Contractor's responsibility to contact the Recreation office by email and submit the 'Class Cancellation' form if the class is to be canceled:

- Classes must be canceled at least **3 business days** before the first class meeting. If the participants are made aware that the class might be canceled one-week prior, classes may be canceled the day before with approval of the supervisor.

- A roster with participant names and phone numbers is available online. To access these forms, follow the instructions detailed in *Waivers, Rosters and Forms*.
- If a Contractor must cancel a class, they must:
  1. Contact participants and recreation office immediately to notify each person of class cancellations/changes and transfers/refund options.
  2. Complete and e-mail the front office a Cancellation/Transfer form **AFTER** the participants have been notified. This form is required to generate refunds, a change in room reservations and schedule accurate contract payments. This form can also be accessed online as detailed in *Waivers, Rosters and Forms*.

#### CONTRACTOR DUTIES **CLASS PROCEDURES** (4.11 AND 4.12)

**SIGN IN/OUT:** For minors, guardians must walk the child into the class meeting location and sign the child in each day of attendance. For minors, guardians must walk into the class meeting site and sign the child out for each time the child attends the class/program.

**CLASS ATTENDANCE:** It is the Contractor's responsibility to monitor students' attendance. If the Contractor allows unregistered participants to attend, it will impact the Contractor's paycheck and will VOID the agreement. Audits are also performed regularly to verify numbers.

**CLASS DISMISSAL:** It is important classes are not cut short or go over time. Contractors should never leave the class area unless all participants have been properly picked up or the building/room has been totally vacated. Minor participants may only be released to a parent or legal guardian. Contractors of minors will be required to keep a sign-in sheet when releasing a child from a class. In the event that a parent or legal guardian is late to pick up their child from class, take the following steps:

1. After a few minutes, call the parent or guardian using the contact information provided through ActiveNet.
2. Contact your coordinator to inform them of the situation.
3. If unable to make contact with a parent or guardian after 45 minutes, call police dispatch at their non-emergency line and inform them of the situation.
4. Upon pick-up, fill out the Late Pick-Up Log and have the parent or guardian sign. The Late Pick-Up Log can be found in the Instructor Forms on the city's website.

**CLASS ENROLLMENT:** If a Contractor would like to run a class that is below the minimum enrollment, they must contact the recreation office. If a class is canceled due to low enrollment, Contractors should encourage participants to transfer to the next session or another class they are currently offering.

**CLASS ACCESS:** All classes involving minors (under age 18) must be taught in an open atmosphere where parents and guardians are able to observe the class. At no time should a parent or guardian of a minor be denied access to class.

#### CONTRACTOR DUTIES **WAIVERS, ROSTERS & FORMS** (3.5, 4.11 & 4.12)

Contractors are responsible for requesting log-in and password information from the City. A summary of instructor forms and their uses can be found in the rear of this handbook. To access your ActiveNet portal, please follow these steps:

**INSTRUCTOR WEBPAGE:** Access important forms, account login, production dates and other relevant information. Visit [newportbeachca.gov/instructors](http://newportbeachca.gov/instructors).

**COVID-19:** Information, waivers, and program guidelines related to COVID-19 can be found on the city's website. To access these forms, please follow these steps:

1. Visit [newportbeachca.gov/instructors](http://newportbeachca.gov/instructors)
2. Scroll down and click on **Contract Class Instructors**
3. Scroll down and click on **COVID-19 Forms and Information**

**ROSTERS/ATTENDANCE SHEETS:** Class attendance sheets and rosters with participant information can be accessed through ActiveNet. After logging in via the steps above:

4. Underneath Instructor Information, click on **Roster Brief** or **Attendance Sheet**
5. Select the class(es) needed
6. Click on **Run Report**

**SIGN IN/OUT:** Daily sign in and out forms are required for all class meetings and every day of camps and can be accessed through ActiveNet. After logging in via the steps above:

5. Underneath Instructor Information, click on **Attendance Sheet-daily**
6. Select the class(es) needed
7. Input the activity meeting date range
8. Click on **Run Report**

**WAIVERS AND INSTRUCTOR FORMS:** Waivers, emergency forms, and other various reports can be found on the City's website. To access these forms, please follow these steps:

1. Visit [newportbeachca.gov/instructors](http://newportbeachca.gov/instructors)
2. Scroll down to **Current Contract Class Instructors**
3. Click on the **Instructor Forms** tab
4. Select the desired file

**ATTACHMENTS:** Emergency Contact Forms and any other form you wish to send out via email using the ActiveNet portal, must be sent directly to your coordinator for assistance and guidance at least **3 working days** prior to estimate email blast date in order to be uploaded. Your coordinator will notify you when the attachment has been uploaded in ActiveNet and what name it has been saved as.

## CONTRACTOR DUTIES PARTICIPANT CODE OF CONDUCT

All participants are expected to exhibit appropriate behavior at all times while participating, being a spectator, or attending any program or activity conducted or sponsored by the City of Newport Beach Recreation & Senior Services Department. The following guidelines are designed to provide safe and enjoyable activities for all participants:

1. Be respectful to all participants and program staff.
2. Take direction from program staff/supervisors.
3. Refrain from using abusive or foul language.

4. Refrain from causing bodily harm to self, other participants, or program staff/supervisors.
5. Refrain from damaging equipment, supplies, and facilities.
6. Refrain from harassment of staff, instructors or participants.

All participants must abide by the Participant Code of Conduct as outlined in the registration form. Should a participant not be in compliance with the Participant Code of Conduct, the Instructor should report the issues to the parent/guardian (if a minor), the City, and an incident report should be filled out and submitted to the City. Documentation of all accidents and incidents should be submitted within 24 hours.

### CONTRACTOR DUTIES INCIDENTS, ACCIDENTS & DAMAGES (4.13.3)

**INCIDENTS & ACCIDENTS:** In the event of an accident or incident, Contractors must complete an Accident or Incident Form and submit it to the City within 24 hours. Forms can be accessed from the City's website as detailed under *Waivers and Instructor Forms*. For serious injuries, contractor should contact 911, the parents, and Recreation & Senior Services Department office immediately.

**REPAIRS:** If you notice the need for repairs at a City facility, please use the following procedures:

- **MINOR REPAIRS** - including such things as light bulbs, stains in carpet, etc. need to be reported within 24 hours to the City. Please send an email or leave a voicemail if it is during non-business hours.
- **MAJOR REPAIRS** - including such things as clogged toilets, unable to secure a building, etcetera need to be reported immediately. Call the Recreation & Senior Services Department at 949-644-3151 (M-Th 7:30 a.m. to 5:30 p.m. and Friday 7:30 a.m. to 4:30 p.m.) Outside of business hours please call Park Patrol at 949-795-2381. If you are unable to reach them, please call Police Dispatch at 949-644-3717 to request assistance.

### CONTRACTOR DUTIES COVID-19

Please refer to the instructor website ([newportbeachca.gov/instructors](http://newportbeachca.gov/instructors)) for current guidelines relating to COVID-19 under the Current Instructors heading and the 'Covid-19 Forms & Information' tab. In an effort to maintain a safe environment, the City will continue to encourage good hand hygiene, routine cleaning practices, and staying home when presenting any symptoms. Procedures have been established with information from the Center for Disease Control (CDC), the State of California, and the County of Orange and are subject to change.

### CONTRACTOR DUTIES EMERGENCY INFORMATION

Please protect your students during any emergencies. Call emergency responders as needed and then your City contact for assistance.

#### EARTHQUAKE

1. Drop, Cover, Hold
2. Get under a sturdy table or make sure nothing will fall on top of you.
3. Get away from glass, windows, and heavy tall objects.
4. Leave the building only once shaking has stopped.

5. Meet in safe outdoor area and account for all of your students.

### **FIRE**

1. Evacuate building with all students.
2. Meet in safe outdoor area and account for all of your students.

### **CRIMINAL ACTIVITY**

- Park Patrol: 949-795-2381
- Police: **9-1-1** or 949-644-3717

### **EARTHQUAKE AND TSUNAMI NEAR PENINSULA (NEWPORT ELEMENTARY, BEACHES):**

In the event of a significant earthquake, the possibility of a local tsunami is greater. Do not wait for local authorities to provide evacuation information. Instructors and their students should proceed to the second floor of the Catholic Church, Our Lady of Mount Carmel, one block from the school. They should remain there until authorities arrive. In the event of an earthquake that is not as large, a tsunami is less likely. If authorities issue a warning, instructors and students will have about two hours to get to higher ground. Instructors and students should walk to Newport Harbor High School and wait in the theater until parents are able to pick up their children. The walk takes about one hour. In the event of a tsunami warning, the authorities have indicated that traffic on the peninsula will be limited to exit-only and no one will be permitted onto the peninsula. This is why students will need to meet parents at the high school. If the principal is on campus they will provide assistance and guidance. However, they are not always on campus. Marina Park Community Center, if staffed, will also be able to provide assistance and guidance. Instructors should understand that they may not have any assistance with evacuation.

### **CONTRACTOR DUTIES PUBLICITY (3.2 & 12)**

**SELF PROMOTION:** The creation and distribution of class flyers are the responsibility of the Contractor. All flyers must be approved by the City prior to distribution. It is the responsibility of the Contractor to print materials and distribute to the City recreation offices and facilities. Once flyers are approved by the City, the Contractor may post their flyers to NMUSD's online flyer database via **PeachJar.com**. The Contractor must create their own account on PeachJar.com to submit flyers for the school's approval. Currently NMUSD only approve non-profit companies to share flyers. Please allow at least two full weeks from the time of your request submission to the desired date of posting. When creating your own marketing materials to be displayed, the following must be included:

- City Seal
- City of Newport Beach Recreation & Senior Services Department
- Class Description (Class Code, Who, What, When, Where, & How)
- To register please visit [newportbeachca.gov/register](http://newportbeachca.gov/register) or visit City Hall
- For more information, please call (949) 644-3151 or email [recreation@newportbeachca.gov](mailto:recreation@newportbeachca.gov)

**USE OF NAMES AND LOGOS:** Contractors are not permitted to include the City's name, seal, photographs, logos or insignia of the class site or participants, in any publicity pertaining to the Contractor's services or Class in any magazine, trade paper, newspaper, radio or television

production, Internet, or other printed or electronic medium without the prior **written consent** of the City and program participants.

**SOCIAL MEDIA:** Please be sure to be friends with and follow the City of Newport Beach on social media and tag us in Newport Beach specific posts. While participants do sign a photo release at the time of registration, if a participant asks that a photo be removed from your account, please respect their wishes. ***Only use Newport Beach participant photos to advertise for Newport Beach classes and camps.***

**EMAIL BLASTS:** We highly recommend sending email blasts to your registered participants to provide any information they may need for the first camp/class meeting. Email messages can also be used to remind past participants to sign up for a new session. Email addresses should be downloaded on a routine seasonal basis to ensure access to contact information after classes have ended.

## INSURANCE REQUIREMENTS

The City uses a third-party company to review insurance requirements. You may receive emails from them directly regarding your insurance. Refer to your contract agreement and Exhibit B, for specific requirements of levels and amounts of insurance. The following insurance is required:

- General Liability Insurance
- Auto Insurance or exemption
- Workers' Compensation Insurance or exemption
- Sexual Abuse/Molestation (SAM) coverage for all programs involving minors

Contractors can coordinate with City staff to secure insurance through the Southern California Municipal Athletic Federation (SCMAF) which meets the City's current General Liability and SAM coverage requirements (*does not cover auto or workers compensation*). Contractors are billed a fee per student/per session. The City will then bill Contractors at the conclusion of each season.

## FINGERPRINTS AND CRIMINAL BACKGROUND CHECK

### REPRESENTATIVES AND SUBCONTRACTORS | CONTRACT SECTION 4.2

**EXHIBIT A:** The Exhibit A form is used to have instructors fingerprinted. It can be found by following the steps detailed in *Waivers, Rosters & Forms*. An Exhibit A form must be submitted by the Contractor to the Recreation Front Desk ([recreation@newportbeachca.gov](mailto:recreation@newportbeachca.gov)) before any new instructor can be permitted to schedule their background check and fingerprinting. This form is required for all instructors that have not previously been fingerprinted in order to be authorized to teach City of Newport Beach programs. Under no circumstance are instructors to work on site at City of Newport Beach programs prior to clearing fingerprinting.

**BACKGROUND CHECK:** Contractors and their staff are required to participate and clear a fingerprinting and a background check through the City of Newport Beach Police Department & Department of Justice (DOJ). Contractors and their employees/staff are required to pay the fee

amount. This fee is payable to the City of Newport Beach Recreation & Senior Services Department, to cover the cost associated with the background check. At the time of print, the current fee is \$63.

**FINGERPRINTING:** All instructors that will be working at a class, camp, or as a volunteer, **must** be fingerprinted, without exception. Sending an instructor to teach that has not been fingerprinted and/or has not cleared a background check with the City of Newport Beach, is grounds for immediate contract termination. If you are uncertain whether a staff member has cleared their fingerprinting/background check, or to schedule for a new instructor/staff to be fingerprinted, please contact the City of Newport Beach Recreation & Senior Services Department.

**PERSONAL AIDES:** Some participants with special needs may request to have a personal aide present in class. Requests for aides should be sent directly to the City. All aides must pass fingerprinting and backgrounds checks at a cost to the City. Should an aide show up to a class/camp, please contact the City immediately to verify.

#### **CONTRACTOR PHOTO ID BADGE | CONTRACT SECTION 4.14**

- All contract instructors, sub-contract instructors, and company representatives **MUST** obtain a City of Newport Beach Recreation & Senior Services contract instructor identification badge. The badge will be mailed to the Contractor once the instructor has cleared the fingerprinting process, unless otherwise requested.
- Badges must remain visible to participants at all times to assist the Recreation & Senior Services Department in identifying unauthorized organizations who are attempting to use public property for financial gain.
- A \$5 replacement fee will be charged for any lost badges.
- Updated badges will be issued when a contract is renewed.

#### **CONFIDENTIALITY | CONTRACT SECTION 11**

All class rosters, participant addresses and contact information, and any other such information or documents compiled by the City and provided to the Contractor, will remain the property of the City. Contractors will not release such information to others without prior written authorization by the City. Contractors will not use such information for any other purpose than that authorized by the City. All class rosters, class participant addresses and contact information shall be used by the Contractor solely for the administration of classes and performing of City business. Contractors will take reasonable steps to be consistent with the law to prevent distribution of such information. Contractors' obligations under this section shall survive the termination of this Agreement.

#### **BUSINESS LICENSE | CONTRACT SECTION 13**

- All Contractors must obtain a business license through the City of Newport Beach **Revenue Division**, prior to conducting business in the City, and pay the required business license fee.
- The City Business License Fee is an **annual** tax, due every twelve (12) months. The Contractor agrees to provide proof of compliance annually and acknowledges it is their responsibility to keep their business license up to date.



- In certain circumstances, a Contractor may be eligible for paying a reduced Business License Tax, which is known as an **Apportioned Business Tax**, when identifying themselves as instructors to the Revenue Division at the initial time of payment.
- **Renewals** may be done online by visiting [newportbeachca.gov](http://newportbeachca.gov) and searching “Business License” or by selecting Make a Payment > Business License under the “How do I...” tab on the homepage.

## INDEMNIFICATION | CONTRACT SECTION 14

**GENERAL:** Contractor shall indemnify, defend and hold harmless the City and its representatives with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Contractor, its employees, representatives, officers and agents in the course of performing services under the Contract; however, the Contractor shall not be required indemnify the City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

**INTELLECTUAL PROPERTY:** Contractors shall defend, indemnify, and hold harmless the Indemnified Parties from any claim of infringement or other proceedings brought against the City for any intentional or unintentional violation by Contractor of the displayed, or written or digital materials provided by Contractor and used during the performance of the agreed contract. Such legally protected rights of third parties include but are not limited to trade secrets, moral rights, proprietary acts, U.S. patents, trademarks, service marks and copyrights vested or issued as of the Effective Date of the contract agreement. If the Contractor will be providing a public performance of musical compositions or arrangements that are subject to a license held by a third party, it is the responsibility of the Contractor to obtain the appropriate license to perform the material prior to the public performance. *[This includes, but is not limited to, unlawful use of licensed materials such as images or songs for marketing materials or class promotion.]*

## TERMINATION | CONTRACT SECTION 15

The City has the right, at its sole discretion and with or without cause, to terminate the contract agreement at any time by giving seven (7) calendar days’ prior written notice to the Contractor. In the event of termination, the City will pay the Contractor on a prorated basis for any classes or programs that were actually taught by the Contractor, if any, up to the effective date of termination.

## OASIS INSTRUCTORS

If you are also an instructor at OASIS, please refer to your relevant supervisor and coordinator (*page 4*) to secure a copy of the Instructor Handbook that is specific to the production and administration of programs and classes at the OASIS Senior Center.

## AFTER CLASS ENRICHMENT (ACE) PROGRAM

After Class Enrichment (**ACE**) is a series of program offerings through the City of Newport Beach Recreation & Senior Services Department designed to further enhance a child’s curriculum by providing access to high quality instruction in a variety of recreational activities held immediately

after school dismissal. Instructors from the City of Newport Beach Recreation & Senior Services Department will host their class on campus, allowing young ones the opportunity to expand their learning, discover a new hobby, and develop friendships for years to come. In addition to the expectations outlined prior to this section, there are standards to maintain that are unique to the ACE programs and their respective sites.

### ACE CITY CONTACTS

Your primary contact for school sites will typically be the relevant City Coordinator. Coordinators will be responsible for school site proposals and day-to-day operations. Please contact the Coordinator that oversees your school site location for any questions, concerns, or comments. **DO NOT** go to the school office for any requests. An up-to-date contact list for City Staff can be found on our ACE website at [newportbeachca.gov/ACE](http://newportbeachca.gov/ACE).

### ACE SCHOOL ROOM USAGE

At school sites, rooms are on loan. Please be clean and courteous while at the school sites. It is important that instructors leave the rooms they use exactly how they found them. Please refrain from touching or using anything in the classrooms. All instructors are responsible for bringing their own supplies including; dry erase markers, pencils, paper, and/or anything else that is required to conduct class. Instructors should seek room assignments from their coordinator. Classroom space is granted and assigned by the individual school site.

### ACE BATHROOM POLICY/DRINKING FOUNTAIN

If your class is on campus, the buddy system may be used for bathroom breaks. A child is permitted to use the water fountain and/or restroom if sent with another child from the class. No one-on-one breaks are permitted. An instructor is never allowed to be alone with a child.

If your class is off campus, only group bathroom breaks are permitted. The entire group must be escorted by class instructors to use the restroom and/or drinking fountain. If you have 2 or more instructors, one instructor may take a small group to the restroom, but again, no one-on-one breaks.

### ACE REGISTRATION & ROSTERS

All registrations will be taken by the City. Instructors are not permitted to take registrations. Registration will open approximately 2 weeks prior to the class start date and close approximately 2 weeks after. Any registration requests to register after classes have closed must be approved by the City. Registrations will be accepted via fax, walk-in, mail, and online. School sites utilize specialized registration forms. Amendments include:

- No non-resident fee for school sites
- No administrative fee
- Drop off and Pick-up Policies

A **\$20 refund fee** will be charged for any refunds requested prior to the 2nd class meeting. No refunds will be granted after the 2nd class.

All instructors must have a current roster for the class they are teaching readily accessible. In addition to the current roster, all instructors are required to have parents fill out an emergency contact form and have this on file at the program. Instructors are not permitted to accept any children into their after-school program for any period of time that are not on their current rosters. Should you receive a request from the school, a parent, or otherwise, to accept a child not currently registered for your class, the instructor must contact the City immediately.

## ACE MARKETING

A **brochure** specific to each school will be created by City staff to outline class offerings for the Fall Session. A one-page flyer will be created for Holiday, Winter, and Spring sessions. Instructors may submit an online flyer to share with local schools via PeachJar.com. All flyers must be approved by the City and must meet the requirements for City program flyers before being published.

**Email blasts** are routinely sent out to current and past school participants regarding upcoming sessions and class offerings. The City may also coordinate additional marketing opportunities for A.C.E. instructors such as Lunchtime Demos.

There is also a dedicated website [newportbeachca.gov/ACE](http://newportbeachca.gov/ACE) that houses electronic copies of each brochure and a collection of information designed to better to connect instructors with their participants.

## ACE SIGN OUT FORMS & PROCEDURES

**SIGN OUT FORMS:** Children must be signed in and out every class meeting. It is the responsibility of the instructor to sign in the kids when they first come to class, and ensure that parents, guardians are signing them out. If a child does not come to class by the time it starts, the instructor must call the parents to confirm that the child will not be attending class that day, and to make sure they know where their child is.

## SUMMARY OF WAIVERS, INSTRUCTOR FORMS & GUIDELINES

All relevant instructor forms can be found on our website at:

**[www.newportbeachca.gov/instructors](http://www.newportbeachca.gov/instructors)**

**ACCIDENT REPORT:** The accident report is used for documenting any physical injury while on site during a class. The form should be sent in to the relevant coordinator within 24 hours of the accident. The coordinator should be notified by phone or email immediately of any injury. In the case of a serious injury, dial 9-1-1.

**CLASS CANCELLATION/REFUND/TRANSFER ACTIVITY FORM:** The class cancellation form is used to cancel classes and/or initiate refunds to participants. This form should be sent in at least 3 days prior to the class start date. Instructors are responsible for notifying all participants of a class cancellation. The transfer form is used to transfer participants from one class to another. This form should be submitted 3 days prior to the class start date. Participants must give the instructor permission to transfer from one class to another.

**EXHIBIT A FORM:** The Exhibit A form is used to have instructors fingerprinted. It must be submitted by the Contractor to the Recreation Front Desk (**[recreation@newportbeachca.gov](mailto:recreation@newportbeachca.gov)**) prior to any new instructor being permitted to schedule their background check & fingerprinting. This form is required for all instructors that have not previously been fingerprinted in order to be authorized to teach City of Newport Beach programs. Under no circumstances are instructors to work on site at City of Newport Beach programs prior to clearing fingerprinting.

**EMERGENCY FORM:** In addition to the class roster, instructors must have emergency contact information on file and on site at each class meeting for every participant. A 'Going Home Slip' or roster brief with contact numbers will be sufficient. For camps, an emergency form is needed. Emergency forms should be filled out by the parent prior to the first class meeting. The form can be created by the instructor and should include: emergency phone numbers, authorized pick-up persons, any allergies, and/or any additional information that the instructor finds useful.

**INCIDENT REPORT:** The incident report is used to document participant behavior issues and any other incident that occurs on site that is not an injury. Please only use objective, factual statements that include what happened and what the instructor did to resolve the issue. Please do not cite opinions or include subjective information. This report should be sent to the coordinator within 24 hours of the incident. All incidents should be discussed with the parent.

**INSTRUCTOR HANDBOOK:** A digital copy of this instructor handbook may be found online. Contractors are encouraged to distribute links to all staff, as it contains useful information for day-to-day procedures.

**LATE LOG:** If a child is getting picked up late the instructor may have the parents fill out the late log. The late log documents the late pick up and enforces a \$1 per minute charge for pick-ups after class ending time. Submit log to the recreation front desk (**[recreation@newportbeachca.gov](mailto:recreation@newportbeachca.gov)**) to ensure the participant is charged.

**SUBCONTRACTOR APPROVAL PROCEDURES:** Step 1: Complete Exhibit A form and submit to Recreation Desk. Step 2: Complete paperwork with the Recreation Department. Step 3: Fingerprinting with the Newport Beach Police Department.

*All forms should be submitted electronically.*

## PARKS & FACILITIES

**ANDERSON ELEMENTARY SCHOOL** | 1900 Port Seabourne Pl  
**ARROYO PARK** | 1411 Bayswater  
**BALBOA COMMUNITY CENTER** | 1714 Balboa Blvd W  
**BONITA CREEK COMMUNITY CENTER** | 3010 La Vida  
**BONITA CANYON SPORTS PARK (BCSP)** | 1990 Ford Rd  
**BOB HENRY PARK** | 900 Dover Dr  
**BUFFALO HILLS PARK** | 1901 Port Provence Pl  
**CARROL BEEK COMMUNITY CENTER** | 115 Agate Ave, Balboa Island  
**CLIFF DRIVE PARK** | 301 Riverside Ave  
**COASTAL PEAK PARK** | 20403 East Coastal Peak, Newport Coast  
**COMMUNITY YOUTH CENTER (CYC)/GRANT HOWALD PARK** | 3000 Fifth Ave, Corona Del Mar  
**CORONA DEL MAR BEACH** | 3029 Breakers Dr  
**EASTBLUFF PARK/BOYS & GIRLS CLUB** | 2555 Vista Del Oro  
**EASTBLUFF ELEMENTARY SCHOOL** | 2627 Vista Del Oro  
**ENSIGN SCHOOL** | 2000 Cliff Dr  
**HARBOR DAY ELEMENTARY** | 3443 Pacific View Dr  
**HARBOR VIEW ELEMENTARY SCHOOL** | 900 Goldenrod Ave, Corona Del Mar  
**IRVINE TERRACE PARK** | 721 Evita Dr  
**LINCOLN ELEMENTARY & ATHLETIC CENTER** | 3101 Pacific View Dr  
**MARIAN BERGESON AQUATIC CENTER (MBAC) @ CdM HIGH SCHOOL** | 2102 Eastbluff Dr  
**MARINERS ELEMENTARY SCHOOL** | 2100 Mariners Dr  
**MARINA PARK** | 1600 W. Balboa Blvd  
**MARINERS PARK- VINCENT JORGENSON COMMUNITY CENTER (VJC)** | 1300 Irvine Ave  
**NEWPORT BEACH AQUATIC CENTER (NBAC)** | 1 White Cliffs Dr  
**NEWPORT BEACH GOLF COURSE** | 3100 Irvine Ave.  
**NEWPORT COAST COMMUNITY CENTER (NCCC)** | 6401 San Joaquin Hills Rd, Newport Coast  
**NEWPORT COAST ELEMENTARY SCHOOL** | 6655 Ridge Park Rd., Newport Coast  
**NEWPORT ELEMENTARY SCHOOL** | 1327 Balboa Blvd V  
**NEWPORT HEIGHTS ELEMENTARY SCHOOL** | 300 15<sup>th</sup> St  
**NEWPORT HARBOR HIGH SCHOOL** | 600 Irvine Ave  
**NEWPORT PIER** | Newport Blvd, Balboa Blvd W  
**NEWPORT THEATER ARTS CENTER** | 2601 Cliff Dr  
**OASIS SENIOR CENTER** | 801 Narcissus Ave, Corona Del Mar  
**SAGE HILL HIGH SCHOOL** | 20401 Newport Coast Dr, Newport Coast  
**SAILING BASE** | Balboa Blvd E., 18<sup>th</sup> St (On the bay side)  
**SAN JOAQUIN HILLS TENNIS COURTS** | 1550 Crown Dr, Corona Del Mar  
**SAN MIGUEL PARK** | 2200 San Miguel Dr  
**WEST NEWPORT COMMUNITY CENTER (WNCC)** | 883 15<sup>th</sup> St W  
**WEST NEWPORT PARK/TENNIS COURTS** | 5800 Seashore Dr.

**28<sup>th</sup> ST BEACH** | *28<sup>th</sup> St, Balboa Blvd*  
**36<sup>th</sup> ST BEACH** | *36<sup>th</sup> St, Balboa Blvd*  
**61<sup>st</sup> ST BEACH** | *61<sup>st</sup> St, Seashore Dr.*









