

Contractor Handbook

AT-WILL STATEMENT AND DISCLAIMER:

This Handbook is not a contract guaranteeing employment or work for any specific period of time. The policies and procedures set forth in this Handbook are not a binding employment contract. This Handbook provides general guidelines only and none of its provisions are contractual in nature. Either KVPAC Management or the contractor may terminate any contract at any time, with written notice, with or without cause. No manager, supervisor or representative other than KVPAC's Executive Director has the authority to enter into any agreement guaranteeing your contract for any specific period of time or to make any written or oral promises, agreements or commitments contrary to this policy. Further, any contractor agreement entered into by the Executive Director will not be enforceable unless it is in writing.

UNILATERAL CHANGE DISCLAIMER

This Handbook replaces and supersedes all earlier KVPAC personnel practices, policies and guidelines. The policies and procedures found in this Handbook may change at the sole discretion of KVPAC. KVPAC explicitly reserves the right to change or modify any of the provisions contained in these policies and procedures at any time, with or without advance notice.

BACKGROUND CHECKS

All KVPAC contractors are subject to a criminal background check. *(See Authorization Below)*

PERSONNEL RECORDS:

Notify KVPAC immediately in writing of any changes in relevant personal contract information such as changes in address, phone numbers, emergency contact, or legal name.

CONFIDENTIAL INFORMATION POLICY

Contractors may have access to confidential information about KVPAC, its vendors and/or its customers. Contractors must agree not to use that information for personal use or to disclose such information to any other person or company. Neither Contractors nor KVPAC shall disclose to any third parties, any trade secrets or other confidential or proprietary information of the other without the other's expressed written consent.

GIVING NOTICE OF ABSENCE OR TARDINESS:

A contractor absence or tardiness may be excused if that contractor has provided proper notice. Proper notice requires the contractor call and notify the KVPAC front desk at **281-829-2787 at least 24 hours prior** to the start of the contractor's shift **AND** personally notify their Program Director about the issue/problem, unless a verifiable emergency makes it impossible to do so. This ensures that timely measures can be taken to find a substitute or notify the class of cancellation. If you fail to give proper notice of attendance problems as explained in this policy, you may be subject to disciplinary action, up to and possibly including termination of your contract. If you are absent without notice for two consecutive classes, you will be considered to have abandoned your contract.

DRESS CODE POLICY:

Contractor's appearance is a direct reflection on the level of professionalism when representing the company. KVPAC is a family-oriented organization and dress should support that environment. A contractor that is in doubt about the appropriateness of a particular mode of dress should consult their Program Director in advance. Program Directors are charged with the responsibility of enforcing this policy. Contractors that refuse to comply with KVPAC's reasonable standards of dress can be sent home to change into more appropriate attire. Repeated violation of this policy can lead to disciplinary action up to and including termination of the contract.

1. KVPAC staff shirts are required throughout Summer Camps. Additional shirts are available to you at cost if desired.
2. Revealing clothing or clothing with inappropriate symbols or language is strictly prohibited.
3. Closed toed shoes are recommended for safety purposes.

DRUG-FREE WORKPLACE POLICY:

It is the goal of KVPAC to provide a safe and drug-free work environment. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the contractor. With this goal in mind and because of the serious safety and performance consequences of drug abuse in the workplace, KVPAC has established the following policy and explicitly prohibits:

1. The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on-site, off-site, or while performing an assignment.
2. Being impaired or under the influence of legal or illegal drugs or alcohol while representing KVPAC, or putting KVPAC's reputation at risk.

WORKPLACE SEARCH POLICY:

KVPAC reserves the right to conduct searches to monitor compliance with rules concerning security of company and individual property and other personal items. Search requests by KVPAC are not an accusation of theft or some other crime. No KVPAC contractor will be forced to consent to a search without fair warning.

HARASSMENT POLICY:

Company policy prohibits harassment because of gender (including sexual harassment, harassment due to pregnancy, childbirth or related medical conditions and gender harassment) and harassment because of race, religion, color, national origin, medical condition, physical or mental disability, sexual orientation, age or any other basis protected by federal, state or local law, regulation, or ordinance. **ALL SUCH HARASSMENT IS ILLEGAL.**

KVPAC's anti-harassment policy applies to all individuals involved in the operation of the company, and prohibits unlawful harassment by an employee of KVPAC including officers, supervisors and co-workers, or by any vendors and/or independent contractors and their contractors. Non-employee violators of this policy are subject to expulsion from KVPAC's facilities when harassment occurs on company premises. KVPAC may discontinue service to off-site violators of this policy. Furthermore, KVPAC may report violators to the appropriate authority for civil or criminal action. KVPAC prohibits retaliation of any kind against contractors, who, in good faith, bring harassment complaints or assist in investigating such complaints.

Examples of Prohibited Unlawful Harassment

Prohibited unlawful harassment because of sex, race, religion, color, national origin, medical condition, physical or mental disability, sexual orientation, age, marital status or any other protected basis includes, but is not limited to, the following behavior:

1. Verbal actions such as slurs, derogatory comments or jokes, epithets or unwanted sexual invitations, advances or comments;
2. Visual conduct such as sexually-oriented, pornographic and/or derogatory photographs, posters, drawings, cartoons, gestures, e-mail or Internet sites;
3. Physical actions such as unwanted touching, assault, blocking another's way or interference with work because of sex, race or any other protected category;
4. Threats or demands to submit to sexual advances or requests as a condition of continued employment, offers of employment benefits in return for sexual favors, or to avoid some other negative employment action; and
5. Retaliation against any contractor for making an allegation of harassment or for participating in such an investigation.

WORKPLACE VIOLENCE POLICY:

KVPAC has a zero tolerance policy for violence in the workplace. If any KVPAC contractor becomes aware of or observes any of the above-referenced behavior or actions by a co-worker, consultant, customer, third party vendor, visitor, or any other party, he or she should notify KVPAC Administration immediately. "Workplace violence" is defined to include:

1. Physically aggressive, violent or threatening behavior, such as attempts to instill fear in others or intimidation;
2. Verbal or physical threats of any sort;
3. Any other conduct that suggests a tendency toward violent behavior. Such behavior includes, but is not limited to, excessive arguing, profanity, threats of sabotage of KVPAC property, belligerent speech or a demonstrated pattern of insubordination and refusal to follow KVPAC policies and procedures;
4. Causing physical damage to KVPAC's facilities or defacing company property

CONCEALED WEAPONS POLICY:

KVPAC does not allow any job applicant, contractor, contractor, subcontractor, vendor, agent or representative to possess, use, conceal, carry or maintain a concealed weapon or handgun on KVPAC's premises. Such premises include any portion of the building in which KVPAC is housed, any private or public driveway, parking lot, sidewalk, street, parking garage or any other parking area used in connection with KVPAC's business, and any vehicle used, owned or leased by KVPAC. KVPAC also prohibits the carrying of a weapon or concealed handgun on your person or property while you are rendering any services or attending any event or function relating to your contracted duties with KVPAC or conducting any business on the company's behalf. This prohibition includes carrying or maintaining a concealed weapon or handgun in any vehicle used in connection with your employment or brought onto KVPAC's premises.

INTERNET AND COMPUTER USAGE POLICY:

The use of KVPAC's automation systems, including computers, fax machines and all forms of Internet/Intranet access, is for company business and is to be used for authorized purposes only. KVPAC automation systems are company resources and are provided as business communications tools. Use of company resources for illegal activity can lead to disciplinary action up to and including termination and criminal prosecution. Unless specifically granted in this policy, any non-business use of KVPAC's automation systems is expressly forbidden. Violations of these policies could subject a contractor to disciplinary action up to and including termination.

STANDARD PROCEDURES & GUIDELINES FOR CONTRACTORS

STANDARD PRACTICES:

1. Extend professional courtesy and consideration at all times to fellow contractors.
2. Soliciting other workers to buy goods or services unrelated to KVPAC is not permitted.
3. Contractor behavior is a direct reflection on KVPAC and all are expected to comport themselves professionally while on-site and when representing the organization in the community.
4. Follow outlined procedures or directives given by Program Director
5. Misconduct with any student is grounds for immediate dismissal. This includes, but is not limited to, inappropriate physical contact, relationship or language, or blatantly unfair teaching practices.
6. Any contractor who does not adhere to these Policies and Guidelines is subject to disciplinary action up to and including dismissal.

OFFICE HOURS:

1. School Year: Monday-Friday 9:00am until 7:00pm. Exceptions may be adjustments for KISD Holidays, Early Dismissals Days, Teacher In-Service days or other dates stipulated by KVPAC.
2. Summer: Monday-Friday, 8:30am-4:30pm.

ATTENDANCE:

All contractors need to report to work a minimum of 15 minutes prior to the start of class, and depart only after their work space is clean and ALL children have been picked up. Contract deductions may apply to tardiness or absences.

Standards include the following (this is not an exhaustive list):

- Arriving for work no later than 15 minutes prior to the start of your class or schedule
- Preparing the classroom and having supplies at hand before class begins
- Remaining in your classroom your entire shift unless the needs of the job require being elsewhere
- Taking only the time normally allowed for breaks
- Cleaning up as applicable and leaving promptly at the end of your shift unless advance permission is given by your supervisor to work past that point

SUMMER TUITION DISCOUNTS: For every summer camp taught, Independent Contractors will receive the equivalent number of camps at \$10/each camp (to cover supply costs). The exception to this rule is for 2-week Summer Production Camps (which are counted as 2 camps) and require a \$50 production fee rather than the \$10/camp fee.

CUSTOMER RELATIONS: Please treat all clients with respect and courtesy. Refer to Front Desk or Program Director as needed.

WEATHER EMERGENCIES KVPAC typically follows the KISD weather closure policies and will post closures on our website as soon as that determination has been made by the Executive Director. Phone your Program Director with questions regarding the facility closures when in doubt.

PARKING: Contractors are expected to park between the two buildings to allow ready access to the facility by clients. If this area is full, Contractors are expected to park in the furthest available parking spots.

SIGN-IN: All instructors need to sign in at the Front Desk upon arrival.

VISITORS: All classroom visitors and guests must be approved by the Program Director prior to arrival in class.

CLASS ROLL: All Lead Instructors are required to take class roll each day. Class Rolls may be retrieved by arriving early enough on the first day of class at the Front Desk. Summer Instructors will receive class roll in their first day packets. Instructors MUST inform the Front Desk of student no shows or drops IMMEDIATELY. Class Rolls need to be turned in to the Front Desk on the last day of class.

STUDENT BREAKS: Classes lasting 90 minutes or longer need to have a 10-15 minute break for the students. Students using the theater are asked to exit to the front patio for access to the restrooms when a class is in session in the lobby to minimize disturbances.

STUDENT DISMISSAL: All students are to be released 5 minutes prior to the ending class time to accommodate incoming classes and parent pick-up. Instructors are required to monitor students outside until all have been picked up. Your area should be clean and ready for the next class by time your class ends.

CANCELLATION: KVPAC may cancel any class if enrollment is too low to justify conducting contracted class. In the event of cancellation, KVPAC will notify Independent Contractor.

SUPPLY NEEDS: Please provide your Program Director a list of supplies 2 weeks prior to start date of your class. For re-supply needs alert your Program Director ASAP.

HANDOUTS: Your Program Director must approve ALL handouts used for classes. Please email your handout to your Program Director, or place in their mail slot, for approval prior to distribution.

ONSITE COMPUTER USAGE: KVPAC has very limited Computer resources. Please attempt to do all of your class work/research at home and bring in to make copies as needed. Please limit any on-site computer work.

AFTER HOURS CLASSES: All classes in session after regular office hours with students less than 18yrs of age must have adult supervision at all times.

CLIENT CONCERNS: Instructors are not expected to address client concerns or grievances directly. Please express empathy with the client and refer them to the front desk where they may leave a name, number, and brief message of the issue or email info@kvpac.org and the concern will be forwarded to the appropriate Program Director. Notify your Program Director of any grievances you receive and handle directly.

EMAIL BLASTS: No email may be sent to the entire KVPAC database without approval by the Executive Director. All press releases must be approved by the Executive Director. Program Director's approve and send out class emails written by you regarding information about your class. Send all such communications to your Program Director.

THEATER DIRECTORS AND INSTRUCTORS: In addition to these standard KVPAC Policies, all theater instructors and contractors must know and follow all policies and guidelines identified herein as well as in the Theater Department Manual.

INDEPENDENT CONTRACTOR AGREEMENT: You are contracted for specific classes/positions with your Program Director. Once the contract is signed please return to the Program Director's mail box. This Program Director is your primary contact.

KVPAC PAYMENT PROCEDURES:

Manual Invoices are available at the front desk and should be placed in Program Director's mail slot. Electronic Invoices are preferred.

Electronic Invoice Process:

- Go to www.kvpac.org
- Click on **Staff Only** tab
- Login Email Address for everyone = staff@kvpac.org
- Password: **faculty**
- Select the Department you are contracted under, fill out form and submit (email automatically generated to Program Director).
- Separate Invoices must be submitted for each billable department.

You must fill out the forms completely and submit or place in your Program Director's mail slot at the front desk. If your invoice is not filled out completely/accurately, it will be returned to you and payment will be delayed. Please keep your copy of your contract to know your pay rate.

CONTRACT PAYMENTS SCHEDULE

1. **School Year Payroll Practices:**
Paychecks are available after 12:00pm on the 5th and 20th of each month ONLY and are distributed at the front desk. Invoices may only be submitted for completed work and must be received by the 1st or the 16th.h.
2. **Summer Payroll Practices:**
 - a. Invoices must be submitted by the Monday after the Camp is complete.
 - b. Paychecks will be available on Fridays ONLY for Invoices received by the previous Monday.
 - c. Invoices received later than Monday will be paid the following week on Friday.

CHECK REQUESTS/ REIMBURSABLES:

Any supplies personally purchased on KVPAC's behalf must have Program Director's approval **PRIOR** to purchase. KVPAC prefers to give a cash advance for minor purchases – which is managed at the Front Desk petty cash fund. When absolutely necessary to spend your own money, expense reimbursement requests must be submitted within 30 days of the expense. Receipts turned in after the 30 day window may be subject to denial. *KVPAC is a 501c3 non-profit company, be sure to check with the Director of Finance and Administration for Tax Exempt Store Codes.*

For reimbursement:

- Fill out an Expense Reimbursement form (available at the front desk)
- Attach the original receipt behind the form and place in your Program Director's mail slot for approval..

RECORD OF RECEIPT OF CONTRACTOR HANDBOOK

I, _____, acknowledge receiving the KVPAC contractor and independent contractor policy Handbook. I clearly understand that this policy Handbook does not create a contract for employment with KVPAC, and that KVPAC may change or modify the policies and procedures in this Handbook at any time, with or without prior notice. I have read and understood the policies outlined in the KVPAC Handbook, and agree to be bound by the company's rules and regulations during my employment/ contract with the company. I understand that violating the policies and rules set out in this Handbook may lead to discipline, up to and including termination.

CONTRACTOR SIGNATURE

DATE

CONTRACTOR ACKNOWLEDGMENT, CONSENT AND RELEASE

Upon reading the Contractor Handbook and addressing related questions or concerns with a Program Director or KVPAC Management, I _____ acknowledge that I have received, read and understand the following policies:

1. Harassment in the Workplace

I have reviewed the Policy against Harassment and have been given the opportunity to ask questions about the policy. I know that I may file a complaint of harassment or participate in an investigation without fear of retaliation.

2. Equal Opportunity in the Workplace

3. Drug/Alcohol Testing

4. KVPAC's No Weapons Policy & Reasonable Workplace Searches

In connection with the enforcement of KVPAC's No Weapons Policy, I give my consent to KVPAC conducting reasonable searches for weapons prohibited by this policy, including, but not limited to: searches of my person; any locker, desk or storage area provided for me to use by KVPAC; any personal belongings in my possession while on KVPAC premises or while conducting business on behalf of KVPAC, regardless of whether I am on KVPAC's premises, including, but not limited to, purses, handbags, briefcases and/or back packs; and/or any vehicle I have possession of while on KVPAC's premises, including but not limited to, any vehicle I own or use and/or any vehicle owned, leased or financed by KVPAC or used by KVPAC to transport its goods or products.

- a. I understand that the purpose of this policy is to allow KVPAC to monitor compliance with reasonable work and safety rules and that all contractors are subject to the policy. If a search is requested, it is not an accusation of theft or other wrongdoing; it is merely part of a company investigation.
- b. I understand that a search may include the contractors, their work areas, lockers, vehicles if driven or parked on company premises or used on company business, and any other personal items brought onto KVPAC's premises. All of the aforementioned areas are subject to search at any time. If KVPAC allows contractors to have lockers or other storage areas, KVPAC will either furnish the lock and keep a copy of the key or combination, or allow the contractor to furnish a personal lock; however, in that event, the contractor must provide KVPAC with a copy of the key or combination.
- c. I hereby release and hold harmless KVPAC, its affiliates or subsidiaries from any and all liability, including liability for negligence, associated with any searches undertaken pursuant to this policy and/or with the enforcement of this policy.

5. Internet and Computer Usage

I acknowledge that all electronic communications systems and all information received from, transmitted by or stored in these systems are and will remain KVPAC's property. I also acknowledge that these systems are to be used only for job-related purposes, not for personal purposes. I have no personal privacy right or any expectation of privacy in connection with my use of this equipment or with the receipt, transmission or storage of information in KVPAC's equipment.

By signing this acknowledgment, I agree to adhere to these policies as a condition of my employment and/or continuing employment with KVPAC. I further acknowledge that my failure to adhere to these policies may subject me to disciplinary action, up to and including immediate termination without advance warning. I hereby release and hold harmless KVPAC, its affiliates or subsidiaries from any and all liability, including liability for negligence, associated with any enforcement of these policies.

CONTRACTOR Signature

DATE

KVPAC

CRIMINAL BACKGROUND CHECK

Acknowledgement & Authorization Form

As part of our hiring background and investigation, we may obtain a criminal history report. Under the provision of the Fair Credit Reporting Act (15 USC at 1681-1681u) as amended, before we can see such reports, we must have your written permission to obtain the information. You have the right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation. You are also entitled to a copy of your Rights Under the Fair Credit Reporting Act.

AUTHORIZATION TO RELEASE INFORMATION

As a condition of my employment with Katy Visual & Performing Arts Center (KVPAC), I understand that the company will conduct a criminal background check on me for employment purposes.

By signing this Acknowledgement and Authorization, I authorize KVPAC and/or any other company authorized by KVPAC to access such information as may be necessary to complete a criminal background check.

I release from liability all persons and entities supplying such information. I indemnify KVPAC and/or any other company authorized by KVPAC, against any liability which may result from making such requests. I agree that a fax or photocopy of the Acknowledgment and Authorization with my signature will be accepted with the same authority as the original. I understand that upon my request, I will be given a copy of the background report.

I believe to the best of my knowledge that all information provided below is accurate, true and correct, and that I fully understand the terms of the Acknowledgment and Authorization.

Applicant's Printed Name: _____ Maiden Name _____

Current Address: _____

City: _____ State: _____ Zip Code: _____ Country: _____

Social Security Number: _____ Date of Birth: _____

Sex: _____ Race: _____ Drivers License Number and State: _____

Signature: _____ Date: _____