

Pet Emergency Education, LLC

Policy Understanding and Independent Contractor Contract

Pet Emergency Education, LLC expects that their instructors, staff and volunteers will conduct themselves in a professional manner at all times. Instructors always agree to adhere to the following policies while actively teaching Pet Emergency Education CPR, first aid and emergency classes.

Please review the following policies and requirements prior to your phone interview and gather any questions you may have for our staff when you talk to them. A copy of this agreement will be sent to you for a signature via Docusign once we accept you into the program.

General Policies

Customer service is a priority at all times. Please always be courteous, responsive and professional in your attitude when representing Pet Emergency Education.

Instructors must agree to only teach Pet Emergency Education CPR and First Aid classes through Pet Emergency Education, LLC and may not teach any equivalent classes independently or for any competitor while in agreement with Pet Emergency Education, LLC. Instructors agree that they will not teach any pet CPR or first aid certification classes within 60 days of termination of this contract and once affiliation with Pet Emergency Education has been terminated instructor will no longer be considered an instructor with us and must cease immediately using any Pet Emergency Education mark, name, logos and materials such as class PowerPoints and manuals or be subject to legal action.

Although Pet Emergency Education makes a strong effort to match instructors with potential classes, instructors are required to make an effort to identify places to hold pet CPR classes such as businesses, veterinary clinics, libraries, dog training centers, clubs/groups, etc. in their local community. Pet Emergency Education will provide quality resources including fax and emails blasts to the instructors' area to promote them. Fliers and other promotional materials are also provided to instructors in order to assist them in securing a class location. As soon as a location is identified and a date and time is agreed upon between the instructor and the host facility, the instructor is to direct the facility to fill out the Information Form on the Host a Class Page on the Pet Emergency Education website. Instructors may also fill out the Host A Class form on behalf of the host but must ensure all parties are on the same page. The Pet Emergency Education office will then manage all of the aspects of the class including setting up registration pages on our website, collecting registrations, publicizing classes on our website, providing books, customized certificates and materials to all class participants, maintain continual communication with class participants and the host facility, obtain class accreditations and approvals by regulatory organizations who recognize said classes, manage refunds if needed, assist in marketing the class through e-newsletters, fax blasts, social media, etc. in order to help the class receive enough participants. The instructors are also expected to help promote their own classes in order to ensure optimal success. This is done through their social media pages, contacts within the animal community, passing out flyers and promoting throughout their local community.

When Pet Emergency Education personnel contacts an instructor about company business, such as setting up a class or questions about an existing class, it is expected that the instructor will respond within absolutely no more than 48 hours of initial contact.

If at any time a host facility contacts the office to book a class, company management will match the host up with an instructor in their area to teach the class. Pet Emergency Education is happy to take a supporting role in assisting our instructors in finding locations for classes and will actively seek out classes for our instructors, however the primary role of seeking out classes is the responsibility of the instructor as they will be more successful since they live in the location where their classes will be booked. Whenever an instructor is contacted by our office or a host facility for any reason (most importantly to schedule classes) the instructor is expected to respond within 24-48 hours. Unless otherwise agreed upon, instructors are expected to travel within at least a 50 mile radius in any direction from their home location to teach a class.

Pet Emergency Education does not guarantee exclusive rights to any geographical area to an instructor. Our company reserves the right to hire multiple instructors in any area.

Pet Emergency Education, LLC provides promotional flyers and materials to instructors through Blackboard Learn (our instructor resource site) to help the instructor promote themselves and obtain classes. We are an international company with active instructors in most states and throughout Canada. With the large volume of instructors and classes we manage every month we can in no way guarantee classes for an instructor but will provide support and guidance to all of their instructors to help find classes and be successful.

At no time may an instructor collect registrations. All registrations must be directed to our office. If a class participant is a "walk in" at a class an exception can be made to allow the instructor to collect the registration by either having the participant register on our website from their smartphone or payment may be in the form of a personal check or money order that must be mailed to our office within 2 days by the instructor. Payment must be made before the class starts or the participant may not attend the class. Participants are told to bring proof of payment and if their registration is in question, show the instructor that they paid. If they are not on the roster and do not have proof but claim that they paid and wish to attend the class the instructor must first call us at 720-361-9993; if we are unreachable then the instructor may allow the participant to sit in on the class and note on the roster the discrepancy.

Instructors are fully responsible for their own actions as a Pet CPR instructor. Instructors assume all liability when they teach one of our classes. Injuries or incidents involving the instructor, class participants, and/or facility personal that occur while representing Pet Emergency Education as an instructor are the responsibility of the instructor; Pet Emergency Education, LLC, its staff, owners and volunteers are held harmless of any liability.

Instructors are **NEVER** allowed to promote their own personal beliefs, agendas and/or opinions during any Pet Emergency Education, LLC class. This is a factual training program that teaches documented scientifically proven information to our class participants. At no time will we tolerate instructors that discuss controversial subject matter in a class, including but not limited to: Controversial information and organizations such as animal rights organizations, training equipment and training methods, personal opinions on animal breeds and breed laws and regulations, etc. Instructors are however allowed to promote their own businesses if they animal related and do not constitute anything controversial. Such businesses that are allowed to be promoted are pet sitters, groomers, veterinary professionals, etc.

Instructors are encouraged to obtain their own liability insurance coverage; however, it is up to the discretion of the instructor to purchase said insurance. Each facility has its own insurance coverage for incidents that happen on its property, so risk is minimal to instructors.

Each instructor must purchase an instructor's kit from Pet Emergency Education. Instructor's kits are custom made and personalized with the instructor's information and therefore are non-refundable. Due to the customization some items in the kit may take on average of 4 weeks to be received. Items in the kits are drop shipped from the manufacturer and may be received in multiple shipments.

Instructors are expected to have a reliable means of transportation and a backup method of transportation should their primary means be unavailable to them for any reason on the day of a class (ie. borrow a vehicle, rent a vehicle, take a cab or an Uber, bus, train, etc). "My car broke down" is **not** an acceptable reason to cancel a class.

Compensation

Instructors will be compensated \$20 per paid participant in each of their classes (for example, if you have a class of 10 people you get paid \$200 for 3 hours of work). Payment will be mailed out to each instructor the first week of each month for the previous month's classes. Payments are **ONLY** sent if our office has received all of the

required documentation including rosters, walk-in registration forms, all payments from host locations and participants, etc.

Instructors are compensated for paid attendees only. They will not be paid for participants that do not show up to their classes or for any complementary registrations that are given to host facilities as an incentive to host a class.

Instructors are not employees and must never imply that they are. Instructors are independent contractors that are compensated a percentage of the registration fees in exchange for teaching.

As an independent contractor you will be responsible for your own taxes. At the end of the year Pet Emergency Education, LLC will issue a 1099 for each instructor who earned more than \$600 during the calendar year; that will be mailed to you for your use for tax purposes. Any questions about tax filing for 1099 should be directed to your accountant and/or tax adviser. Pet Emergency Education does not provide tax advice to any instructor/independent contractor. For more information go to www.irs.gov.

Instructors who have been active with Pet Emergency Education for at least 12 *consecutive* months, have taught at least 20 classes and have received favorable feedback and survey reviews may apply to be a "Senior Instructor". Senior instructors receive a complimentary, personalized "Senior Instructor" t-shirt and a unique badge logo that they can use for promotional purposes and which will be placed on their class registration pages. They will also receive an additional \$5 per paid participant, and will be looked to as a "mentor" for new instructors. Mentoring new instructors consists of such actions as being available to answer questions and/or concerns expressed by new instructors via the instructor Facebook group, allowing new instructors to sit in on one of your classes, etc. We also ask senior instructors to help new or struggling instructors on a case by case basis via e-mail or phone, especially veterinary professional instructors who teach the Advanced Pet CPR course. *Acceptance as a Senior Instructor is in no way guaranteed and is at the sole discretion of Pet Emergency Education management. Other benefits to being an instructor with our company include further professional development, Webinars, promotional material, etc and are provided to the instructor free of charge throughout the time they are affiliated with us.

Orientation

Once an individual joins Pet Emergency Education as an instructor they will be enrolled in the free online instructor's Orientation program through Course Sites. The orientation will introduce the instructor to our class material, and provide the instructor with the guidance needed to function as a Pet CPR instructor. This orientation must be completed within 30 days of enrollment. The new instructor must complete all of the sections, provide all required signed paperwork and purchase their instructor's kit before they will be eligible to teach any classes. The orientation program takes on average 7-10 hours to complete, however the program does not need to be completed all at once. The instructor can login and out of the site as much as they need to in order to complete it within the 30 day period.

Instructors are required to complete the FEMA Animals in Disasters Certification Program. This is a free course that can be access through the instructor's site on Course Sites. Also, any further professional development ie. Webinars, etc. will be provided to the instructor free of charge throughout the time they are working with us.

In addition to the successfully completing the Orientation Program, instructors must also complete the following:

- Provide a current resume outlining animal work experience
- Signed W9 for tax purposes
- Sign this Policy Understanding and Independent Contractor agreement
- Completed FEMA certification
- Instructors are asked to provide us with a 3-4 sentence minimum biography (written in third person) and a clear photograph to be displayed on our website for promotional reasons.

Class Guidelines

Instructors will receive a class request form from our office when classes are booked with the name, email address and phone number of the host. Instructors are required to keep in contact with hosts throughout the time leading up to their classes. Instructors may discuss such things as details about the location, directions, room set up, arrival times, etc. however all discussions about registrations, materials, payments, charity donations, etc. are to be directed to our office.

- Certificates for each class will be accessed directly by the participant in their membership account on our website once they have completed the training. Class rosters will be emailed to the instructor approximately 48 hours before the class. Instructors are required to print the roster and bring it to the class. Class participants must sign in on the roster (must be a full legal signature of the participant. Someone may not sign in for someone else. Checkmarks or printing of names will not be accepted) and the instructor is responsible for returning the signed roster to us at the home office within 24 hours after each class. Participants will only receive their membership activations and subsequently their certificates after the instructor returns the signed roster. It is preferred that rosters are scanned (free smartphone apps are available) and emailed to us, however we will accept it via text as an image.
- If an instructor moves or changes their address they are required to notify Pet Emergency Education immediately, providing the new shipping information to us through email. Any instructor that does not update their mailing address (causing materials and supplies to be sent to an incorrect or old address) will be responsible for the shipping costs and/or any loss or damage to supplies that have incurred. Instructors are expected to arrive **at least** 30 minutes prior to the start of class (45-60 minutes is preferred) in order to allow sufficient time to set up and sign class participants in.
- Instructors will teach using the Pet Emergency Education PowerPoint and lesson plans provided through the instructor resource site (which they will be enrolled in after completion of orientation). Instructors are encouraged to add their own "spin" on their classes and may change and/or add pictures as long as the instructor has ownership and/or legal copyright approval for any pictures displayed in the presentation. **IMPORTANT*** The steps to PetCPR+ animal CPR must be followed without deviation. Instructors may add slides to the presentation but **MAY NOT** delete any of the CPR portion of the slides.
- Instructors that are credentialed veterinary technicians or licensed veterinarians are eligible to teach classes to other veterinary professionals and may be approved to have their classes qualify to award RACE CE credits. Only select veterinary professionals will be able to have their classes qualify to award RACE CE based on their work experience and credentials. Instructors are not to contact AAVSB directly. Submission of letters of recommendation and any other communications with AAVSB must be done by our office only. Vet and Vet Tech instructors are also approved to teach our PetCPR+ Advanced Class. This class is more advanced than our PetCPR+ class and teaches the participants additional topics such as triage, shock, crash cart procedures, etc. Please see our continuing education policies petemergencyeducation.com/refund-policies-terms-and-conditions
- Classes are three hours long and instructors agree to make sure that they time themselves so that their program lasts for the 3-hour time-frame. Classes may not end more than 15 minutes early or 15 minutes late (classes of 25 or more participants may run longer than 3 hours and that is acceptable). Instructors should practice their program from start to finish before their first class to make sure they are going to be able to teach the class in the appropriate time frame. Pet Emergency Education, LLC can provide suggestions and topics to instructors

that need help adding more time or reducing time to their program. Simply contact us at info.petemergency@gmail.com

- Retail items such as pet first aid kits, printed books, masks and blankets, etc., purchased by the participants are mailed directly to the participant.
- Instructors will not be paid until they have returned all of their rosters, any walk-in information and all payments from participants, hosts, etc. and such items have been received by Pet Emergency Education, LLC. If a participant receives a refund due to the poor performance of an instructor in their class, the instructor will not be paid for that individual.
- Live animals are **NEVER** to be used in any Pet Emergency Education, LLC class unless prior approval is awarded from our office. Using live animals is a liability to the instructor as well as the company and is only approved on a case by case basis. Instructor is aware that additional live animal liability insurance may need to be purchased for any class using live animals and is the responsibility of the instructor. Only animals owned by the instructor or the host facility will be permitted in the class and a liability waiver must be signed by the owner/guardian of said animal holding Pet Emergency Education, LLC, its owners and representatives harmless of any incidents, damage, injury etc. caused by the used of said live animal in any of our classes. Instructors will also be responsible for signing a hold harmless agreement assuming all responsibility of any injuries and/or incidents incurred by the animal, its owner, facility staff/clients and/or class participants and holding Pet Emergency Education, LLC harmless of such occurrences. Service animals are always allowed.
- Class surveys will be e-mailed regularly to class participants after classes are held in order to provide the company with feedback on instructor performance, content, etc. We use these surveys to regularly evaluate our course material, make improvements and assess our instructors. Instructors that consistently receive poor scores on their class surveys will no longer be allowed to teach Pet Emergency Education Classes and this agreement will become null and void.

Termination

- I understand that I am an independent contractor not an employee and that I am expected to actively seek out classes for myself. I understand that there is no guarantee that Pet Emergency Education will be able to set up classes for me. I understand that either party can terminate this contract without cause with at least a 30 days' notice unless I violate any of the policies in this contract I can be terminated as an instructor immediately. I understand that if I give my 30 day notice I am obligated to teach any scheduled classes that I am currently scheduled to teach. I understand that any materials that I have purchased such as an instructor kit are my property and I will not be reimbursed if I no longer work with Pet Emergency Education. I understand that if my relationship with Pet Emergency Education is terminated that I am no longer allowed to use any Pet Emergency Education teaching materials including but not limited to the class PowerPoints, books and reference materials for any other purpose. I understand that I cannot use the Pet Emergency Education likeness, logo or promote that I am affiliated with Pet Emergency Education for any purpose.