

INDEPENDENT CONTRACT INSTRUCTOR HANDBOOK

www.gurd.org

INTRODUCTION

Greater Vallejo Recreation District (GVRD) offers a wide variety of recreational services such as events, classes, and programs for all age groups. Our mission is to promote wellness and healthy lifestyles by providing safe parks and innovative and fun recreation programs for all residents. We are excited about the possibility of working together to reach common goals to serve our community.

Thank you for your interest in becoming a GVRD Independent Contract Instructor; hereinafter, referred to as Instructor. The information in this handbook is intended for current and prospective Instructors.

HOW TO SUBMIT A COURSE PROPOSAL FOR INSTRUCTORS

Prospective Instructors must submit a Course Proposal to GVRD for review.

General Qualifications

- 1) Must be able to demonstrate significant knowledge of the proposed class subject.
- 2) Must have the ability to present class information satisfying to participants.
- 3) Prior teaching experience is desirable, but not required.

Criteria for Proposal - Proposals that meet the following criteria will be considered:

- 1) Will enhance recreational, social, and educational needs as it relates to leisure time.
- 2) Is being requested by community members.
- 3) Will provide adequate financial return.
- 4) GVRD does not currently have a similar class/program.

Course Proposals are due several months in advance. However, submitting a proposal does not guarantee the class will be listed in the District's Activity Guide. GVRD will not accept classes that have been frequently cancelled in the past unless you can demonstrate you have the necessary number of participants that are interested. The Instructor should be a subject matter professional and should possess the skills, abilities, knowledge, and training to teach the proposed class.

Incomplete Course Proposal will not be considered, and/or the review process may be delayed.

Season	Class Dates	Deadline to Submit Course Proposal
Spring	January 1-May 31	October 1
Summer	May 1-September 30	February 1
Fall/Winter	September 1-January 31	June 1

Course Proposal process:

1. Please complete the Course Proposal form thoroughly prior to submitting it.
 - Email: recreation@gvrd.org
 - Online: <https://www.gvrd.org/submit-a-course-proposal>
 - In-person: call the GVRD Recreation Coordinator at 707-648-4650 to schedule an appointment at the Vallejo Community Center, 225 Amador St., Vallejo, CA 94590.

2. The Recreation Coordinator and Recreation Supervisor will review the Course Proposal, assess the content, and contact you for a more detailed discussion.
3. The Recreation Coordinator will work with you to determine the most suitable facility, fee structure, course time frame, participants minimums and maximums, age ranges, course description, etc.
4. Qualified prospective Instructors must complete and clear the background screening and Tuberculosis (TB) testing.
5. Instructors will be invited to a meeting to review GVRD policies and procedures, expectations, requirements, and contract for services.

Submitting a Course Proposal does not guarantee the class will be **approved** or added to the recreational offerings through GVRD. GVRD reserves the right to decline or cancel any proposal.

CONTRACT POLICIES AND PROCEDURES

Approved prospective Instructors must complete or submit the following information to proceed with the contract procedures:

Business License

All Instructors must secure a business license from the City of Vallejo. Once you have obtained your business licenses, you will need to provide a copy to the GVRD Recreation Coordinator prior to signing a contract. Instructors must ensure business license is up to date and renewed in order to continue providing services through GVRD.

Fingerprinting Clearance

State regulation is in effect regarding fingerprinting employees, contractors and volunteers involved in childcare and public recreation programs. The California Public Resources Code 5164 requires screening and fingerprinting of anyone having supervisory or disciplinary authority over a minor.

Once your Course Proposal has been approved, Human Resources will provide a Live Scan form and instructions on how to be fingerprinted. GVRD requires that all Independent Contract Instructors and Assistants complete the background screening prior to the start of the class. Each Instructor and Assistant is responsible for the cost from the Department of Justice (DOJ).

A \$32.00 fee must be paid in cash, card, or check payable to GVRD. The Recreation Coordinator will collect the payment in-person, or by phone.

Tuberculosis (TB) Testing

GVRD requires Instructors and Assistants to provide proof of current (within the past 2 years) TB clearance results. Provide test results prior to the start of the class. Instructors who fail to maintain TB clearance will cause the cancellation of classes, and termination of contract with GVRD.

Certificate of Insurance

All Instructors are required to purchase liability insurance. A current Certificate of Insurance and all required endorsements are due to GVRD Recreation Coordinator at least 30 days before the first day of the class or the class may be cancelled.

Contract for Recreation Services

The term of the contract shall commence at the discretion of GVRD Recreation Coordinator and shall remain in full force for a term mutually agreed upon. No Instructor shall begin teaching without a signed contract on file with GVRD.

Class Related Certificates

At the discretion of the District, Instructors may be required to hold special certifications.

W-9 Form

Under the United States Internal Revenue Code, the District is required to report payment(s) made to Independent Contract Instructors each year. Instructors will be required to complete a W-9 Form before class starts. Instructors are not considered GVRD employees, and therefore, are not subject to State or Federal income tax withholding. It is the Instructor’s responsibility to pay all income taxes. GVRD does not report earnings to the IRS through Form 1099.

FACILITIES

GVRD has a variety of facilities available for hosting classes. GVRD will consider the Course Proposal and select an appropriate facility for classes based on the availability, class needs, and estimated class size. GVRD reserves the right to move a class within an appropriate time frame.

Set-Up, Take-Down & Clean-Up

Instructors may arrive fifteen (15) minutes prior to the class’s start time, unless otherwise arranged with the GVRD Recreation Coordinator. Instructors are responsible for setting up and taking down the equipment needed for the class and cleaning up the room used. GVRD does not provide storage for Instructor’s equipment or supplies.



Foley Cultural Center
1499 N. Camino Alto
Vallejo, CA 94589



Vallejo Community Center
225 Amador Street
Vallejo, CA 94590



**Norman C. King South
Vallejo Community Center**
545 Magazine Street
Vallejo, CA 94590



**North Vallejo Community
Center**
1121 Whitney Avenue
Vallejo, CA 94589

Additional Use Requests

Instructors may request additional dates and times to use the Center for a GVRD class showcase. Facility shall be reserved at no cost upon approval of the District and availability of the Center. Reservation will be limited to 4 hours per request. GVRD Staff will assist with the set-up and take-down of tables and chairs. Instructors and Assistants will be responsible for their own decoration and clean-up of the facility.

Instructors shall not use or request the facilities for personal use or benefit of a personal business. Requests will be reserved at the private party or business/commercial rate based on the request.

Equipment

Available for use at no charge to Instructors:

- Tables – clean tables after use or use table covering
- Chairs – carry and not drag chairs
- Public Address (PA) System – varies by facility

Instructors are not allowed to use GVRD's copy machines, computers, or phones at any of the facilities and must bring their own easel, paper, markers, laptops, etc.

GENERAL CLASS INFORMATION

Class Fees

Each instructor must calculate and propose the class fee on the Course Proposal. GVRD Recreation Coordinator may provide assistance and will negotiate a final fee.

Resident: Instructor proposes a class fee based on a session.

Non-Resident: 20% higher to individuals who do not live within GVRD's boundary.

Material Fee: Fee is collected by and payable directly to the Instructor. Must be stated on the Course Proposal and approved by the GVRD Recreation Coordinator. Instructors are responsible for providing all materials and collecting fees.

Discounts: Sibling discount must be stated on the Course Proposal and approved by the GVRD Recreation Superintendent and/or designee.

Drop-In Fee: Daily fee paid at the Center and participant must complete a Registration form.

Class Dates, Days, and Times

Instructors are able to select the dates, days, and times of their classes. Due to facility schedules, the more flexible Instructors are with days and times, the more likely GVRD will be able to offer the class. Please note that priority may be given to ongoing and returning Instructors.

Classes must start and end at the time advertised. Starting classes late or ending early can cause an undue burden for the participants/parents and can also cause problems with facility scheduling.

Holidays

Please keep holidays in mind when programming your classes as some of these holidays may affect your schedule. GVRD observes the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Indigenous People's Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Cesar E. Chavez Day	Friday following Thanksgiving Day
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	New Year's Eve

Facilities may also close for maintenance, scheduled District events or other. In these cases, Instructors will be notified of closures with sufficient time to adjust class schedules.

Monitoring Enrollment, Minimum/Maximum

Instructors must include the minimum and maximum number of participants for each class. Please remember it is GVRD's goal to limit the number of cancelled classes, and we reserve the right to adjust the minimum number of participants set too high. The minimum for first-time classes should be set low (e.g., 4-5 people) in order to build the class's attendance.

Registration Options

Participants must register for all classes through GVRD's registration software. Registrations are processed on a first-come, first-served basis. Payment options include cash, credit/debit card, or checks payable to GVRD. There are four easy ways to register for classes:

- 1) Online: www.gvrd.org
- 2) Phone: 707-648-4600
- 3) In-Person: GVRD Main Office
- 4) Drop-In Registration: Some GVRD classes will have a drop-in fee. A signed registration form and payment are collected at the Center prior to the beginning of class. Check or exact cash payment (no change available) only.

Registration and Liability Waiver

GVRD shall be responsible for and have complete control over the registration of participants. In addition, all participants must sign a liability waiver at the time of registration before engaging in a class with GVRD. Under no circumstance is an instructor to accept payments, except for preapproved material fees.

It is the Instructors' responsibility to ensure that all participants are registered and fully paid for the session. Participants must sign-in every day on the roster attendance sheet. It assists the GVRD Recreation Coordinator in issuing refunds if necessary and will assist the Instructor in keeping track of participants' registration.

Instructor shall not have guests, visitors, family members, or the public participate in a GVRD class at no cost. Instructors must refrain from visits during scheduled classes.

Photo Disclaimer

GVRD may photograph or videotape classes for promotional materials. A consent to be photographed and videotaped was given at the time of registration when participant signed the GVRD's Liability Waiver.

Instructors grant full permission to GVRD for use of name and photographs, videos, motion pictures, or recordings for any publicity and promotion purposes without obligation or liability to the Instructor. Instructors or Assistants shall not photograph or videotape the class without prior permission from the GVRD Recreation Coordinator and verification of a signed photo/video release form from each participant.

Class Rosters

Rosters will be issued at the start date of each session. Instructors should email the GVRD Recreation Coordinator to receive class rosters and updates. It is the Instructor's responsibility to ensure all participants have registered and paid for the class, and those attending the class match the registration roster. Each session requires a new registration and payment, and a new class roster. GVRD does not allow anyone who has not registered to attend class.

Instructors will be provided access to class rosters through GVRD's online registration website. To log in, instructors will use their personal email address and password.

Participant Course Evaluations

Feedback from participants is very important. At the end of each season (Spring, Summer, Fall/Winter), GVRD Staff will email an evaluation to every participant. Instructors can contact the GVRD Recreation Coordinator for specific feedback on a class.

Refunds

A full refund or credit will be issued to a participant only if a class/activity is canceled by GVRD. Participant must contact the Instructor and GVRD Recreation Coordinator to request a refund. The following charges will apply to participants who withdraw from a class:

- More than 5 business days prior to the start of the class: No charge
- 5 or less business days prior to the start of the class: Administrative fee
- After the start of the program: pro-rated refund up to a maximum of 50%

Cancellations

GVRD tries to avoid cancellations of classes whenever possible. However, when classes do not meet their minimum enrollment agreed upon by the GVRD Recreation Coordinator and the Instructor, they may need to be cancelled or combined. GVRD will make every effort to work with Instructors to run classes at their absolute minimum required.

- If a class is cancelled by GVRD, GVRD will process a refund, inform participants and the Instructor of the cancellation within 24-72 hours of the class start date.
- If a class is cancelled by the Instructor, the Instructor will need to inform the participants once GVRD has approved the cancellation.

Class cancellations may result in a lower or no payment to the Instructor.

Make-up classes are encouraged whenever possible. Instructors should work with the GVRD Recreation Coordinator to determine available make-up class dates. A pro-rated refund will be issued to participants in the event no make-up date is available.

ABSENCES AND SUBSTITUTES

Absences – If an Instructor is ill or unable to conduct class, the Instructor must notify the GVRD Recreation Coordinator and participants as soon as possible.

Substitutes – If an Instructor has made arrangements for a substitute Instructor, GVRD must have prior notification and the substitute must have prior authorization from GVRD to teach. Substitutes must submit an Instructor Application, complete the fingerprint screening and tuberculosis testing.

Participants Under the Age of 18

When teaching anyone under the age of 18, Instructors must remember the following:

- 1) **Mandated Reporter:** Instructors are Mandated Reporters under the California Penal Code sections §11164-11174.3. Instructors are obligated by law to report suspected cases of child abuse and neglect, based on information obtained in his or her professional capacity or within the scope of his or her contract or service. A report must be filed with the local Child Welfare Agency as soon as possible. "Reasonable suspicion" means that it is objectively

reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. "Reasonable suspicion: does not require certainty that child abuse or neglect has occurred, nor does it require a specific medical indication of child abuse or neglect; any "reasonable suspicion" is sufficient.

- 2) At the end of the activity time, the Instructor must not release children to anyone other than the authorized parent, guardian, or to an individual authorized by the parent. The Instructor must stay until all participants have left the facility. The Instructor should inform GVRD Staff and contact the parent/guardian if a child is not picked up. If a parent/guardian cannot be reached and more than 15 minutes have passed, the Instructor or GVRD Staff should contact the Vallejo Police Department. Instructor and GVRD Staff should stay with the child until an Officer and the parent/guardian arrive.

MARKETING AND ADVERTISING

It is the responsibility of Instructors and GVRD to promote approved classes.

GVRD's Role

Below are ways in which GVRD will promote classes/programs:

- 1) Activity Guide:
 - GVRD will put the class description in the District's Activity Guide.
 - The Activity Guide is mailed out to residents three times per season.
 - An electronic version of the Activity Guide will be available on the District's website.
- 2) Flyer Displayed:
 - GVRD Main Office
 - 4 Community Centers
 - Cunningham Aquatic Complex
 - Children's Wonderland Park
 - Other park sites with bulletin boards
 - GVRD and Outreach Events – GVRD offers and participates in many special events throughout the year. Class flyers will be displayed at the GVRD booth.
- 3) GVRD Website:
 - Classes will be listed on the District's webpage with full class description, location, times, fees, and any other necessary information.
- 4) GVRD Social Media:
 - Classes may be promoted on the GVRD's Facebook, Instagram, and Twitter pages.

Instructor's Role

The following are ways Instructors can help promote their class:

- 1) Provide GVRD with a detailed course description. GVRD strongly encourages instructors to "sell" the class in a fun and descriptive context. This description must not exceed 100 words (content subject to editing by GVRD Staff).
- 2) Submit photos of GVRD class to the GVRD Recreation Coordinator. Pictures taken during GVRD class can only be used for GVRD promotional purposes and cannot be used by the

Instructor for any self-promotion or promotion for other classes. A Video/Photo Waiver Release form must be signed by the parent/guardian and remain on file with GVRD.

- 3) Flyer – Instructor may create a flyer (following GVRD’s brand guidelines. Please contact GVRD Recreation Coordinator for this document) or contact GVRD Recreation Coordinator for assistance. All GVRD class flyers must include GVRD logo, Parks Make Life Better logo, website, and contact information. No Instructor’s personal information should be listed. Flyers must be approved by GVRD prior to distribution. The Instructor must seek additional outlets for promoting the class.
- 4) Events – With prior GVRD approval, Instructors are welcome to provide demonstrations, participate as an artist, or hand out flyers at GVRD events.
- 5) On the Internet – Develop your own website or social media site/campaign. Remember, any pictures taken during GVRD classes are to be used by GVRD only and is not permissible to be used for Instructor’s promotional or marketing purposes.
- 6) Instructors may not use GVRD classes to recruit for personal business or promote their business during class hours or on GVRD premises. Instructors shall not market products that are sold as part of their business. Instructors shall not utilize GVRD class rosters for business promotional or marketing purposes.

COMPENSATION

Payment

The Instructor’s compensation is based off a 60/40 percentage split, meaning the instructor receives 60% of total class fees collected and GVRD retains 40%. This may be negotiated at the discretion of the District.

Payment Schedule

Instructors will receive a check from GVRD 4-6 weeks after the class ends due to the payment procedure and process. Payment will be based on the class revenue amount at the time the payment process is started. Instructors must keep their mailing address up to date to ensure payments are received.

CONTRACT INSTRUCTOR CONDUCT

Instructors must show good customer service, be helpful and courteous at all times. GVRD does not condone inappropriate or offensive behavior by or towards Instructors, participants, and GVRD Staff. If Instructors were to engage in an inappropriate or unsafe manner, he or she will be asked to leave the facility.

Instructors are expected to dress appropriately and professionally for the setting and nature of the class. Instructors should show up on time, be prepared for class, and give participants an excellent experience. Facilities are expected to be kept neat and clean.

Instructors are not allowed to solicit personal services or items to participants, guests, or Staff. The Instructor may not receive or make personal phone calls while performing services. Smoking is not permitted. Possession or use of drugs or alcohol while conducting a class is strictly prohibited and will result in termination of the contract.

SAFETY OF PARTICIPANTS

The Instructor's primary responsibility is to ensure the safety of participants involved in the class. If any area of the Center appears unsafe, it is the Instructor's responsibility to notify GVRD Staff and to take actions that will ensure participant safety. Instructors should make themselves familiar with the location and operation of all exits, restrooms, first aid kits, and AED machines.

Emergency evacuations can occur for many reasons. It may include fire alarm, weather, or other hazardous conditions. During an evacuation, Instructors are responsible for the participants in their class. Instructors' responsibilities are as follows:

- 1) Instructors are expected to ensure the safety and supervision of their participants in the event of an evacuation.
- 2) Instructors should take roll and have their attendance or class roster to record everyone at the beginning of the class and after the evacuation.
- 3) After an evacuation, Instructors will stay with the participants under the age of 18 until they have been released to a parent or guardian.

INCIDENT/ACCIDENT REPORT

In the event that an incident or accident does occur during the class, a report must be completed by the Instructor and submitted to GVRD Staff within 24 hours. For minor first aid (band-aids, etc.), the first aid kit will suffice. For serious accidents, do not move the injured participant, and call 9-1-1. If a child is involved, notify GVRD Staff and the parent/guardian immediately. All accidents and incidents must be reported, no matter how minor they may appear.

AMERICANS WITH DISABILITIES ACT (ADA)

GVRD makes every reasonable effort to comply with the Americans with Disabilities (ADA) Act and will not discriminate against any individuals with special needs. ADA guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, local and state government services, and telecommunications. Participants are asked to call GVRD at least three weeks in advance if special accommodation(s) are needed.

HARASSMENT PREVENTION

GVRD has a policy against any form or type of discrimination and harassment by, among, or to its representatives. Discrimination and harassment can be defined as any behavior that is disrespectful and causes discomfort to another person, be it physical, verbal, visual, or sexual. Instructors are responsible for their own actions/conduct and must never engage in discrimination and harassment.

GVRD CONTACT LIST & CHAIN OF COMMAND

Instructors understand and agree to follow GVRD's chain of command for questions or concerns regarding Course Proposals and approved classes.

Instructors are asked to make an appointment with the GVRD Recreation Coordinator and/or Recreation Supervisor when there is something to discuss. Unexpected visits are difficult to accommodate with busy work schedules. Please call or email in advance to select a time to meet during business hours.

Recreation Coordinator, Marina Cruise

707-648-4650, mcruise@gvr.org

Recreation Supervisor, Sandy Tawaratsumida

707-639-1325, stawaratsumida@gvr.org



GREATER VALLEJO RECREATION DISTRICT

INDEPENDENT CONTRACT INSTRUCTOR HANDBOOK ACKNOWLEDGEMENT FORM

As the Independent Contract Instructor with the Greater Vallejo Recreation District (GVRD), I have received and understand the Independent Contract Handbook as set forth by GVRD.

DISCLAIMER: By typing your name below, you are signing this acknowledgement form electronically. You agree that your electronic or digital signature is the legal equivalent of your manual signature on this document.

Instructor's Name

Instructor's Signature

Date

GVRD Recreation Coordinator's Name

GVRD Recreation Coordinator's Signature

Date



GREATER VALLEJO RECREATION DISTRICT

COURSE PROPOSAL FOR INSTRUCTORS

1. INDEPENDENT CONTRACT INSTRUCTOR INFORMATION

Instructor's Name: _____ Business Name: _____

Address: _____ City: _____ State: _____ Zip: _____

E-mail address: _____ Phone: _____

Instructor Assistant's Name (if applies): _____ Phone: _____

2. CLASS INFORMATION

Class Title: _____ Age Group: _____

Class Description: (100 words or less)

Experience or class requirement: (such as level experience, partner, clothing, etc.)

Class Dates: _____ No Class Dates: _____

Day(s) of the week: _____ Start Time: _____ End Time: _____

Additional Prep Time: _____ Minimum Enrollment: _____ Maximum Enrollment: _____

Resident Fee: _____ Non-Resident Fee (20% higher): _____

Discount Fee (if applicable): _____ Material Fee: _____

3. FACILITY

GVRD Community Center: _____

Equipment Needed: _____

4. EMERGENCY CONTACT INFORMATION

Name: _____ Phone: _____

5. REFERENCES

Name: _____ Relationship/Title: _____

Company: _____ Phone: _____

Name: _____ Relationship/Title: _____

Company: _____ Phone: _____

6. ATTACHMENTS

Please attach the following items to this proposal:

- **Current Resume** – including education and past experience (paid or unpaid) that qualifies you to teach this class.
- **Class Outline** – what will the program cover and how will it obtain its goals.
- **Promotional Items** – any class related materials you have, including flyers, brochures, etc.

7. COMPLETE & SUBMIT

- Email: recreation@gvrd.org
- Online: <https://www.gvrd.org/submit-a-course-proposal>
- In-person: call the GVRD Recreation Coordinator at 707-648-4650 to schedule an appointment at the Vallejo Community Center, 225 Amador St., Vallejo, CA 94590.

DISCLAIMER: By typing your name below, you are signing this document electronically. You agree that your electronic or digital signature is the legal equivalent of your manual signature on this document.

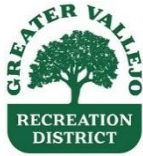
Instructor's Name

Instructor's Signature

Date

OFFICE USE ONLY

Reviewed By: _____ Date: _____ Approved: YES NO



GREATER VALLEJO RECREATION DISTRICT

INSURANCE REQUIREMENTS FOR INSTRUCTORS

It is the Independent Contract Instructor’s responsibility to notify their insurance provider regarding coverage, limits, forms, and other insurance requirements. It is understood and agreed that the Greater Vallejo Recreation District (GVRD) shall not pay any sum to Instructor under this Contract unless and until GVRD satisfied that all insurance required by the Contract is in force at the time services are rendered. Failure to maintain insurance as required may be grounds for material breach of the Contract.

General Liability Insurance: Form CG 00 01

Insured

Instructor or Business’ Name and address.

Certificate Holder

Greater Vallejo Recreation District, its Directors, Officers, Agents, Volunteers, and Employees
395 Amador Street, Vallejo, CA 94590

Minimum liability

Instructor’s must reflect the following requirements based on the type of class and age group.

Class/Program – Ages 17 & under	Sports & Martial Arts – Ages 17 & under
\$2,000,000 General Aggregate	\$4,000,000 General Aggregate
\$1,000,000 Per Occurrence	\$2,000,000 Per Occurrence
\$1,000,000 Automotive	\$1,000,000 Automotive
\$1,000,000 Personal & Advertising Injury	\$1,000,000 Personal & Advertising Injury
\$1,000,000 Products Completed-Operations	\$1,000,000 Products Completed-Operations
\$1,000,000 Sexual Abuse and Molestation	\$1,000,000 Sexual Abuse and Molestation

Class/Program – Ages 18 & up	Sports & Martial Arts – Ages 18 & up
\$2,000,000 General Aggregate	\$4,000,000 General Aggregate
\$1,000,000 Per Occurrence	\$2,000,000 Per Occurrence
\$1,000,000 Automotive	\$1,000,000 Automotive
\$1,000,000 Personal & Advertising Injury	\$1,000,000 Personal & Advertising Injury
\$1,000,000 Products Completed-Operations	\$1,000,000 Products Completed-Operations

Sports & Martial Arts only

Certificate of Insurance must include “Athletic Participant.”

Excess Accident Medical shall have the Limit of \$100,000 and Deductible of \$500.

Workers’ Compensation – Required only if Instructor has employees

Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury/illness.

Cancellation (must read) Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days' written notice to the certificate holder name to the left.

Additional Endorsement – Separate additional endorsements required. No blanket endorsements will be accepted.

The policy number on the endorsements must match the policy number on the Certificate of Liability Insurance.

- **Additional Insured Endorsement: Form CG 20 26 12 19**
Endorsement shall name: Greater Vallejo Recreation District, its Directors, Officers, Agents, Volunteers, and Employees.
- **Primary and Noncontributory: Form CG 20 01 04 13**
Insurance provided must be primary and noncontributory and include an endorsement.
- **Waiver of Transfer of Rights of Recovery Against Others to Us: Form CG 24 04 05 09**
Instructors who have employees are required to carry workers' compensation and have this waiver of subrogation for employee injury/illness.
Endorsement shall name: Greater Vallejo Recreation District, its Directors, Officers, Agents, Volunteers, and Employees.

INSURANCE REQUIREMENTS

- It is the responsibility of the permittee to provide an updated Certificate of Liability and Additional Endorsements prior to the policy expiration date to ensure there is no lapse in coverage.
- The General Liability and Worker's Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District.
- Certificates of Liability Insurance must be for an Occurrence Policy (not Claims-Made).
- Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits.

1. Indemnification

The instructor shall indemnify, defend, and hold harmless GVRD, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the instructor's use or occupancy of a facility or property controlled by GVRD, unless solely caused by the gross negligence or willful misconduct of GVRD, its officers, employees, or agents.

2. General liability insurance

The instructor shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.

- a. Such insurance shall name GVRD, its directors, officers, agents, volunteers, & employees as additional insureds prior to the use of the facility. The instructor shall file certificates of such insurance with GVRD, which shall be endorsed to provide thirty (30) days' notice to GVRD of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, GVRD may deny access to the facility.
- b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by GVRD's self-insurance pool.
- c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the instructor maintains higher limits than the minimums shown above, GVRD requires and shall be entitled to coverage for the higher limits maintained by the instructor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to GVRD.

3. Compliance with all applicable law, rules, & regulations

- a. Instructor shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- b. The instructor agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- c. The instructor further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
- d. GVRD reserves the right to immediately revoke instructor's right to use of the facility under this agreement should instructor fail to comply with any provision of this section.

4. Force Majeure

Notwithstanding anything to the contrary contained in this agreement, GVRD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The instructor waives any right of recovery against GVRD, and the instructor shall not charge results of "acts of God" to GVRD, its officers, employees, or agents.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agent or Broker's information	CONTACT NAME:	
	PHONE (A/C No, Ext):	FAX (A/C, No):
INSURED Instructor or Business' information	E-MAIL ADDRESS: Insurer's information	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR ATHLETIC PARTICIPANT (if required) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		Same Policy Number as Endorsements			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ Follow requirements listed on Instructor's Handbook for each type of coverage. PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					Follow requirements listed on Instructor's Handbook for type of coverage.
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		Required only if instructor has employees			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					Sexual Abuse and Molestation (required for classes ages 17 & under) Excess
	Accident Medical (if Athletic Participant is required)		Occurance: \$1,000,000, Aggregate: \$2,000,000 Limit: \$100,000, Deductible: \$500			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SAMPLE

CERTIFICATE HOLDER**CANCELLATION**

Greater Vallejo Recreation District, its Directors, Officers, Agents, Volunteers, and Employees
395 Amador Street, Vallejo, CA 94590

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 10 DAYS' WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAME TO THE LEFT.

AUTHORIZED REPRESENTATIVE

Authorized representative to sign on behalf of the company.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

**Greater Vallejo Recreation District, its Directors, Officers, Agents,
Volunteers, and Employees.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SAMPLE

ONLY REQUIRED IF INSTRUCTOR HAS EMPLOYEES

POLICY NUMBER: **Same as Certificate of Liability Insurance** COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

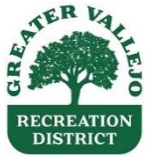
**Greater Vallejo Recreation District, its Directors, Officers, Agents,
Volunteers, and Employees.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SAMPLE



GREATER VALLEJO RECREATION DISTRICT

INSTRUCTOR APPLICATION

Independent Contract Instructors who are currently offering classes with GVRD must submit an Instructor Application for approval prior to teaching a class.

The Instructor must submit a form for each of the following:

____ Additional instructor ____ Instructor's Assistant
____ Substitute Instructor ____ Volunteer

Instructors, Assistants or Substitutes must complete the following requirements:

Fingerprinting Clearance: Human Resources will provide a Live Scan form and instructions on how to be fingerprinted. Each person is responsible for the cost from the Department of Justice (DOJ) and a \$32.00 fee must be paid in cash, card, or check payable to GVRD.

Tuberculosis (TB) Testing: Provide proof of current (within the past 2 years) TB clearance results. Provide test results prior to the start of the class.

1. INSTRUCTOR INFORMATION

Instructor's Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

E-mail address: _____ Phone: _____

2. CLASS INFORMATION

Class Title: _____ Age Group: _____

Class Dates: _____ Day(s) of the week: _____

Start Time: _____ End Time: _____ Additional Prep Time: _____

3. EMERGENCY CONTACT INFORMATION

Name: _____ Phone: _____

4. REFERENCES

Name: _____ Relationship/Title: _____

Company: _____ Phone: _____

Name: _____ Relationship/Title: _____

Company: _____ Phone: _____

5. ATTACHMENTS

Please attach the following items to this proposal:

- **Current Resume** – including education and past experience (paid or unpaid) that qualifies you to teach this class.

6. COMPLETE & SUBMIT

- Email: recreation@gvrd.org
- In-person: call the GVRD Recreation Coordinator at 707-648-4650 to schedule an appointment at the Vallejo Community Center, 225 Amador St., Vallejo, CA 94590.

DISCLAIMER: By typing your name below, you are signing this document electronically. You agree that your electronic or digital signature is the legal equivalent of your manual signature on this document.

Instructor's Name

Instructor's Signature

Date

OFFICE USE ONLY

Reviewed By: _____ Date: _____ Approved: YES NO