



INDEPENDENT CONTRACTOR TOOLKIT



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Independent Contractor Checklist

Rio Linda Everta Recreation & Park District

Independent Contractor's Name: _____

- Contract Class/Instructor Proposal
- Completed Independent Contracted Instructor Agreement
- Completed Scope of Services Business License
- Completed and Cleared Tuberculosis Testing
- Completed W9 Form
- COI and Endorsements
- Workers' Compensation Coverage
- IC Handbook Acknowledgement
- Background Questionnaire Completed
- Fingerprint and Background Cleared
- Mandatory Reporter Training Completed
- Sexual Harassment Prevention Training Completed

Independent Contractor (Instructor Handbook)

Introduction:

Thank you for your interest in becoming an Independent Contracted Instructor with the Rio Linda Elverta Recreation and Park District. The District's staff is dedicated to building strong community connections through the provision of educational and recreational opportunities. This handbook provides requirements for becoming an Independent Contracted Instructor and guidelines for managing your activities and what you will need to know about handling an incident or emergency. The information contained in this handbook is intended to serve as a resource for Independent Contracted Instructors as they begin providing classes and activities for the District.

District Name:

Rio Linda Elverta Recreation and Park District

Mission Statement:

“Ensuring Parks, Recreation Habitat and Open Space for our Future”

District's Customer Service Philosophy:

Our goal is to deliver the highest quality recreation programs and classes possible to our community in a balanced and equitable manner. It is important that we understand the way we treat our customers will have a lasting effect on the way our District is perceived. Therefore, the services you provide as an Independent Contracted Instructor must recognize the responsibilities within the agreement to assist our District in providing the services needed to our community.

Definition of an Independent Contractor:

A person or business who performs services for The District under an Independent Contracted Instructor Agreement and who is not subject to the control of The District as to the manner and means of performing the services and not as an employee of The District.

The District and the independent contractor will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of one another. Independent Contracted Instructors are not employees of The District and are not entitled to any of the rights, benefits, or privileges of employment such as unemployment benefits or workers compensation.

In order to enter into an Independent Instructor Services Agreement with the District, the contractor must agree and represent for the duration of the agreement that:

- Contractor has the right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed.
- Contractor maintains all necessary licenses, registrations, permits, and certifications required to perform the Services under this Agreement.
- Contractor sets its own hours and maintains a business location that is separate from the business or work location of the District.
- Contractor is customarily engaged in an independently established business providing the same or similar services.
- Contractor has the ability to contract with other businesses and agencies to provide the same or similar services without restriction from the District.
- Contractor holds itself out to the public as available to provide the same or similar services.
- Contractor provides its own tools, equipment, software, programs, and any other supplies necessary to perform the services.
- Contractor can negotiate its own rates.
- Contractor has the right to hire assistants, retain subcontractors, or utilize employees to provide the services.
- Contractor shall be solely responsible for the payment of payroll taxes and any unemployment compensation on behalf of their employees and personnel.
- Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees, and if Contractor hires employees to perform any work under the agreement with the District, Contractor agrees to grant workers' compensation coverage to the extent required by law.

General Qualifications

Must be able to demonstrate knowledge of proposed class, activity, etc.

Must have the ability to present information in a satisfying manner for participants.

Prior instructing experience is desirable but not required.

Why Instruct at Our District

Our District has a variety of indoor and outdoor community facilities. Facilities range from small classrooms, conference rooms, large multipurpose spaces, various parks, and athletic fields. The District utilizes a registration software system. This system allows us to maintain facility bookings for your class or activity and to process registrations in an efficient manner. Independent Contracted Instructors may receive attendance reports and wait lists reports. The District maintains the database to provide participants contacts for all activities. The system also easily reserves spots for waitlist participants when a cancellation in class occurs.

How to Submit a Contracted Class/Instructor Proposal

A completed Contracted Class/Instructor Proposal Form is required and should be submitted to the District.

- Complete the Contracted Class/Instructor Proposal Form. Please be thorough and descriptive in all areas of the form. This will help facilitate your proposal in a timely manner.
- All the proposed dates of your class for a specific season must be completed. Please do not leave the dates blank. Your Contracted Class/Instructor Proposal will not be considered without all the necessary information completed. If you are proposing to use a District facility, please note all facility information is managed through our computerized registration system, and dates must be entered before conflicts can be detected.
- Each Independent Contracted Instructor will be assigned to a District staff contact through the duration of their agreement. The Independent Contracted Instructor will be responsible for supplying their own equipment and supplies.
- Independent Contracted Instructors must compute their own class pricing. IRS rules regarding contracting for activities prohibits the District from setting your pricing. Typical split of registration fees between the District and the Contracted Instructor is **_60_% District / 40%** Independent Contracted Instructor, not including the nonresident fees or administrative fees; registration percentage splits are negotiable. Additional class fees, i.e. participant material fees, initiated by the Independent Contracted Instructor must be communicated with the staff liaison through the seasonal Scope of Services; these fees may be separate from the registration fees, are not included in the registration split percentage, and may be paid directly to the Independent Contracted Instructor. All fees must be processed through the District; Independent Contracted Instructors are not permitted to process their own fees through their own system.
- Classes for which the District will not accept proposals for are as follows:
 - a. Activities that are similar to those which the District currently offers.
 - b. Activities the District has offered in the past that were cancelled due to lack of interest, unless you can demonstrate you have the necessary number of participants who are interested in participating in the specific activity.

Submitting a Contracted Class/Instructor Proposal does not guarantee the activity will be added to the recreational offerings through the District. Program or activity approvals are dependent upon the amount of specific information contained in your Contracted Class/Instructor Proposal form, the subject matter's potential for meeting our District's programming needs and priorities, demonstration of the Independent Contracted Instructor's subject knowledge and teaching experience, and the availability of facilities.

Once added, there are no guarantees our District will continue your class offering for future seasons. The District reserves the right to cancel any activity or class as a result of low or no attendance.

Scope of Services:

Independent Contracted Instructors are responsible for submitting a detailed Scope of Services as part of the Independent Contracted Instructor Agreement outlining the services that will be provided on an annual basis. Scope of Services will cover detailed class or activity information and include a detailed course description, class dates, times, fees, facility location, minimum and maximum enrollment, material fees (if applicable), and material/supply list (if applicable).

Independent Contracted Instructors will have the ability to make changes to their Scope of Services at any time with agreement and approval from the District. These changes are required to be submitted in writing as an Amendment to the Contract. Scope of Services may not be altered or changed verbally or through email.

Independent Contracted Instructor Agreement Requirements

Business License

All Independent Contracted Instructors doing business are required to obtain and maintain in good standing a business license of where they work.

Tuberculosis (T.B.) Testing

Contracted Instructors who work with minors must provide a certificate issued by a licensed physician or authorized agency showing that within the last two years, the Contracted Instructor has been examined and has been found to be free of communicable tuberculosis before beginning work. If the Contracted Instructor has employees, volunteers, and/or subcontractors, the Contracted Instructor shall execute a Tuberculosis (TB) Test Acknowledgment & Release of Information. Acknowledgments shall be maintained by the District during the term of the Independent Contract Instructor's agreement.

Test results will be required to be submitted to the District prior to approving your Independent Contracted Instructor Agreement and starting classes. Test results are required to remain current throughout the duration of the Agreement. Independent Contract Instructors who fail to maintain T.B. clearance will cause the remaining classes within the Scope of Services to be cancelled, and the Agreement to be terminated.

Fingerprint Clearance and Background Checks

As a condition of the Independent Contracted Instructor Agreement, The District requires all Independent Contracted Instructors and Instructor Assistants, at their own expense, to submit to fingerprinting and a Department of Justice (DOJ) and FBI criminal background screening prior to teaching any activities. The District's Originating Requesting Agency Code on the Live Scan form must be used for fingerprinting. This DOJ and FBI screening confirms the Independent Contracted Instructor or their Assistant(s) have no criminal convictions under the California Public Resource Code § 5164 that would legally preclude them from providing activities to the public. In accordance with the DOJ's Subsequent

Arrest Notification Program, the District is notified of any offenses through the term of the Independent Contracted Instructor Agreement. If the Independent Contracted Instructor has employees, prior to the first day of an activity, the Independent Contracted Instructor must certify to the District that said employees have been fingerprinted and have passed a DOJ and FBI background check. Any Independent Contracted Instructor or Assistant will not be allowed to teach an activity without this documentation. The District may terminate an Independent Contracted Instructor's agreement at any time if an Independent Contracted Instructor, and/or their employees have violated the California Public Resource Code 5164.

Income Tax Reporting

Independent Contracted Instructors are not considered employees of the District. Therefore, they are not subject to State or Federal income tax withholdings. It is the Independent Contracted Instructor's responsibility to pay all income taxes. The District does not withhold state or federal income tax from Independent Contracted Instructors. However, the District does report earnings via IRS Form 1099. Therefore, the Contracted Instructor must submit an IRS Form W-9 on an annual basis. Please note, the address information on Form W-9 will be utilized as the address to remit payment.

Insurance Requirements

The District is a member of a self-insured insurance pool through the California Association for Park & Recreation Insurance (CAPRI). CAPRI does not provide insurance for Independent Contracted Instructors or other individuals or businesses with whom the District contracts. The District's insurance will not pay for any injuries the Independent Contractor Instructor may sustain or defend or pay out on claims brought against the Independent Contractor Instructor.

If a liability claim were to occur against the Independent Contractor and the District, the Independent Contractor would be responsible for their own defense, and potentially paying a claim brought against the Independent Contractor.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Instructor, his agents, representatives, employees, or subcontractors.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice \$4,000,000 per the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Instructor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$2,000,000 per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work). Personal Automobile Policy: Contract Instructors, who are sole proprietors, shall provide a copy of their personal automobile insurance declarations page and/or auto insurance card.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$2,000,000 per accident for bodily injury or disease. (Note – required only if Instructor has employees). If Contract Instructor does not have employees other than self, a "No Employees Declaration Form" is required.

4. Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim \$2,000,000 Sexual Abuse and Molestation general aggregate,

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The Rio Linda Elverta Recreation and Park District, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Instructor including materials, parts or equipment furnished in connection with such work or operations. Additional Insured Endorsement on the Commercial General Liability Insurance that reads "The District Name, it's Directors, Officers, Agents, Employees, and Volunteers" as additionally insured. The Additional Insured Endorsement must be a separate document than the commercial general liability insurance certificate.

2. For any claims related to this contract, the Instructor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, agents, and volunteers. This requirement shall also apply to any Excess or Umbrella liability policies.

3. The Insurance Company agrees to waive all rights of subrogation against the Rio Linda Elverta Recreation and Park District, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from

work performed by the Instructor for the District. This provision also applies to the Instructor's Workers' Compensation policy.

4. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Umbrella or Excess Policy

The Instructor may use Umbrella or Excess Policies to provide the liability limits as required. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Instructor's primary and excess liability policies are exhausted.

For the duration of the agreement, Contracted Instructor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Instructor, his agents, subcontractors, representatives, employees or volunteers.

Additionally, Contractor will defend and indemnify the District and its officers, directors, managers, employees, agents, and representatives. Different indemnification language may be necessary depending upon the type of contractor.

Original Certificates of Insurance with endorsements shall be received and approved by the District before programming commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all programming to cease.

Monitoring Performance of Independent Contracted Instructors

The District may periodically review reports and records of the Independent Contracted Instructors. Independent Contracted Instructors may be required to supply noteworthy events or issues, work accomplished, and important future work or activities. This information is often distributed as part of the District's newsletters or quarterly performance reports. The District will periodically inspect the work of Independent Contracted Instructors to ensure that they demonstrate the skill, knowledge, and professionalism required by the agreement. The inspection can be completed with or without the Independent Contracted Instructor's knowledge and can be completed by internal staff, other professionals, or volunteers. The District will review complaints or comments received regarding the performance of Independent Contracted Instructors. The District may use written surveys, electronic (via Internet or email), or face-to-face dialogue with a staff person. Participants are usually most knowledgeable of their own level of satisfaction with services and what can be done to improve the quality of operations.

Americans with Disabilities Act (ADA)

The ADA is federal legislation, which guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, local and state government services and telecommunications. It is the policy of the District to fully comply with the provisions of the ADA and to make reasonable accommodations to individuals with disabilities so they can have an equal opportunity to participate unless an undue burden would result. Physical barriers must be removed if removal is readily achievable, easily accomplished, and able to be carried out without much difficulty or expense. If not, alternative methods of providing the services must be offered. Public accommodations may not discriminate against an individual or entity because of the known disability of an individual with whom the public entity or its representatives is known to have a relationship or association. Participants requiring accommodations are requested to notify the District four (4) weeks prior to the start of a class in order to discuss individual needs. The District will make all reasonable modifications to ensure people with disabilities have an equal opportunity to access programs, services and activities. The District will not impose unnecessary eligibility standards or rules denying individuals with disabilities the opportunity to participate in services, programs and activities. If the Independent Contracted Instructor becomes aware of a need for a participant accommodation, they are expected to notify District staff as soon as possible to best ensure ADA compliance.

Advertising and Promotion

Activity, programs, and class offerings are listed in the District's Activity Guide. Information is also periodically published on the District's social media platforms. Any advertising produced by an Independent Contracted Instructor must be presented as a sponsored program of the District. Independent Contracted Instructors are responsible for any additional promotion for their activities beyond what the District provides. All promotions must be approved by the District prior to public distribution.

Registration Process and Liability Waiver and Releases

The District shall be responsible for and have complete control over the registration of participants. Independent Contractors are not permitted to take registrations outside the District's registration process. To assist customers and Independent Contracted Instructors, registration is accepted in person at the Community Center, Monday through Friday, from 9:00am to 5:00pm. Online registration is also accepted for many classes/activities.

In addition to paying the class registration fee, all participants must sign a liability waiver at the time of registration before engaging in an activity. Our liability waivers cannot be modified without the permission of the District and CAPRI. You may not allow students to participate in an activity until you know they are registered and have a signed liability waiver on file with the District.

Cancellation

If your minimum class size is not met, it is the Rio Linda Elverta Recreation and Park District decision whether or not to cancel the class. If the District chooses to cancel a class the District will reach out to participants at least two business days before the first class meeting. The District will notify participants of the cancellation and issue a class refund.

If a class cancels three (3) or more times, the District may choose to no longer offer that class or any class that appears to be similar with the District and/or the Independent Contract Instructor Agreement may be terminated by the District.

Communication/Interactions with Participants, Parents, and Guardians

The District values community input, even when it may contain comments that demonstrate a need for continued improvement. Any citizen/customer contact received by an Independent Contracted Instructor concerning the contracted services must be addressed by the Independent Contracted Instructor. The District should be notified of the nature of the concern. This will ensure we are providing the best possible services to the community as well as aiding us in pinpointing services that need improvement. Please see the District's Boundary Policy.

The Independent Contracted Instructor must not have unobserved contact with individual class participants at any time. Parents and/or guardians should be invited and encouraged to visit program sites at any time and do not need to ask permission to do so. The Independent Contracted Instructor is also prohibited to use any participant information, rosters, etc. for any purposes other than authorized District use.

Communication with District Staff

It is important to maintain a clear line of communication between the District and the Independent Contracted Instructor. As an Independent Contracted Instructor, if you have any questions, concerns, or issues regarding your activity, your first point of contact is the District staff person with whom you coordinate your class offerings.

Discrimination and Harassment

The District has a zero-tolerance 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. Independent Contracted Instructors and their Assistants are responsible for their own actions/conduct and that of the class participants and must never engage in discrimination and harassment because of an individual's protected classification.

Mandated Reporting

In California, certain professionals are required to report known or suspected child abuse. Independent Contract Instructors and their Assistants who works with minors and seniors are deemed to be a “Mandated Reporter” pursuant to the California Child Abuse and Neglect Reporting Act (Penal Code §§ 11164-11174.3) (“CANRA”) and are required by law to report child abuse. Pursuant to Penal Code section 11166.5, Contract Instructor’s shall be provided with and must execute, an Acknowledgement of Mandated Requirements, Receipt of Training, and Receipt of Penal Code Statutes.

If the Independent Contracted Instructor or their assistants “has knowledge of or observes a child whom he or she suspects has been the victim of child abuse or neglect...,” a report must be filed with Child Protective Services or the Police Department immediately. Types of reportable situations may include, but are not limited to, any type of possibly physical injury, suspected sexual abuse or exploitation, willful cruelty or unjustified punishment, unlawful corporal punishment, neglect (severe or general), or abuse.

Independent Contracted Instructors and their assistants are also considered Mandated Reporters under the “Elder Abuse and Dependent Adult Civil Protection Act.” This means if the Independent Contracted Instructor or their Assistant “has knowledge, or reasonably suspects, that types of elder or dependent adult abuse have been inflicted upon an elder or dependent adult, or their emotional well-being is endangered in any other way ...,” a report must be filed with Adult Protective Services or the Police Department immediately. Types of reportable situations may include, but are not limited to, any type of possible physical abuse, neglect, financial abuse, abandonment, isolation, abduction, or other treatment, resulting in physical harm or mental suffering. The deprivation by a care custodian of goods or services that are necessary to avoid physical harm or mental suffering is also considered a reportable offense.

If the Contract Instructor has employees, volunteers, or subcontractors, the Contract Instructor shall execute a Mandated Reporter Acknowledgment & Release of Information. Acknowledgments shall be maintained by the District during the term of the Independent Contract Instructor’s agreement.

Participant Behavior Policies

It is the goal of the District to provide safe, positive and fun experiences for all participants in our programs. In order to achieve this goal, the following program policies must be adhered to:

- Participants must be respectful of the feelings and properties of others.
- Participants shall not interfere with the learning of other participants.
- Participants shall follow instructions and rules as stated by their instructor.
- Participants shall not verbally or physically harm another person or property.
- Participants shall use appropriate language.

Consequences for misbehavior by participants are usually progressive and reflect the severity of unacceptable behavior. Listed below is a recommended progression of discipline, however, one should note the discipline may not be sequential and one severe act could lead to dismissal from the District programs and activities.

- Warning.
- Redirection.
- Telephone call to parent/guardian.
- Removal of the participant for the day or temporary suspension from the program.
- Dismissal from the program or activity.

Photo and Video Disclaimer

The District may photograph or video program participants and recreational users of facilities and use these photographs or videos in its promotional materials. Unless informed otherwise at the time a participant registers for an activity, the waiver and release form will have language allowing for photographs or videos. As part of the Independent Contracted Instructor Agreement, the Independent Contracted Instructor grants full permission to the District for use of their name and photographs and videos for any publicity and promotion purposes without obligation or liability to the Independent Contracted Instructor.

Professional Conduct

Although Independent Contracted Instructors are not District employees, they do reflect on the District and as such must conduct themselves in a professional manner. Independent Contracted Instructors and their employees, volunteers, or subcontractors are to abide by the District's policies and procedures. Independent Contracted Instructors are to maintain a professional relationship with the District's employees, participants, parents, and guardians of minor participants at all times.

Releasing Minors and Participants with Special Needs

At the end of the activity, the Independent Contracted Instructor must not release minor children and/or participants with special needs to anyone other than the authorized parent or guardian. Never release a child or individual with special needs to someone who is unknown or of whom the participant expresses fear or uncertainty. The Independent Contracted Instructor must stay until all participants have left the facility. If a minor participant has not been picked up from an activity at its conclusion, it is the Independent Contracted Instructor's responsibility to call any phone numbers listed on the class roster to attempt to reach an authorized parent or guardian for pick-up. If, after 30 minutes, no parent/guardian has arrived and you have not been able to reach anybody by telephone, you are to call the District staff person with whom you coordinate your class offerings then contact the Sheriff Department.

Safety of Participants

Most accidents/incidents can be prevented by following safety policies and procedures. The Independent Contracted Instructor's primary responsibility is to ensure the safety of participants involved with the activity. The Independent Contracted Instructor should visually inspect the program areas and facilities in which they are working in. If any aspect of the area appears unsafe, it is the responsibility of the Independent Contracted Instructor to notify District staff.

Despite everyone's attention to safety, sometimes participants do get hurt or incidents happen. When these situations occur, it is essential you complete an Accident or Incident Report Form. Accident and Incident Report Forms will be provided to the Independent Contracted Instructor upon agreement of the contract. These forms provide the necessary information for additional follow-up if necessary, and documentation in the event of litigation. All Accident or Incident Report forms must be turned into the District within 24 hours of occurrence.

It is also the Independent Contracted Instructor's responsibility to know where the first aid kit is located for all the facilities in which they provide services. We also encourage Independent Contracted Instructors to purchase their own first aid kits and bring them to all classes. For minor first aid (Band-Aids, etc.) the first aid kit will suffice, and you must fill out an Accident Report form. Independent Contracted Instructors are not authorized to administer any medications to class participants. For serious injuries call 911. If a minor is involved, notify the parent or guardian immediately. For all accidents, notify the District staff contact immediately. Complete and submit the Accident Report form to the District within 24 hours of occurrence. The Independent Contracted Instructor is also responsible for ensuring the class responds appropriately to fire alarms, smoke detectors, and other emergencies.

Concussions

If applicable, the Independent Contracted Instructor will be required to comply with the California Health and Safety Code §124235 relating to Concussion Protocol for certain programs and activities.

Independent Contracted Instructor Handbook Acknowledgment Form

As the Independent Contracted Instructor, I have received, read, and understood the Independent Contractor Instructor Handbook as set forth by the District.

I am aware if at any time I have questions regarding the District's procedures and policies, I should direct them to the District's Staff Liaison.

I know the procedures and policies and other related documents in this handbook do not constitute a contract or offer of employment and are not a guarantee by the District of the conditions that are described herein.

Nevertheless, the provisions of the Independent Contract Instructor Handbook are incorporated into this Acknowledgment, and I agree that I shall abide by its provisions. I understand that my failure to do so may result in the termination of my Agreement for Contract Instructor Services.

I am also aware that the District may, at any time, on reasonable notice, change, add to, or delete from the provisions of the handbook.

Independent Contract Instructor's Signature

Date

Printed Name

Courses Offered

Staff Liaison

Date

Contract Class Instructor Proposal

Rio Linda Elverta Recreation and Park District is always looking for qualified and dedicated instructors to offer a variety of programs to our residents and the surrounding community. The best contract instructor candidates are individuals who combine a sincere interest in community service with a desire to supplement their existing income.

WHAT IS A CONTRACT CLASS INSTRUCTOR?

A contract class instructor is an independent contractor for the district, not an employee who is interested in providing a service to the community in the form of a class, workshop, or camp.

Contract class instructors are not eligible for social security, worker's compensation or retirement benefits. The city will report your income to the IRS on a 1099 form at the end of each year.

CONTRACT CLASS INSTRUCTOR REQUIREMENTS

1. Instructor must submit a completed Contract Class Instructor Proposal.
2. Instructor must be eighteen (18) years of age or older.
3. Instructor must be qualified to perform their services as described in their submitted proposal.
4. Instructor is responsible for all class curriculum development.
5. Instructor is responsible for training, supervising, evaluating, and scheduling of all their programs.
6. Instructor shall be responsible for providing all supplies, equipment, personnel, materials, and any additional publicity desired for the class, at the instructor's sole expense.
7. Instructor must be able to demonstrate the ability to expand existing classes or create new classes to meet the growing needs of the community.
8. Instructor must sign and agree to the District's Contract Instructor Agreement.
9. Instructor and their representatives (employees and volunteers) must submit to and pass a Fingerprinting Background Check.
10. Instructor must provide and maintain general liability insurance. If an instructor has employees, they will be required to maintain workers compensation and employer's liability insurance.
11. Instructors must hold a valid business license of where they work.

HOW TO BECOME AN INSTRUCTOR

If you are considering teaching a class for the District, a Contract Class Instructor Proposal must be filled out completely and submitted by the deadline (See chart under section Submitting Your Proposal). Incomplete applications or applications received after the deadline will not be reviewed. Submittal of a Contract Instructor Proposal is not a guarantee that the contract program will be accepted.

SUBMITTING YOUR PROPOSAL

1. A completed proposal must be submitted by the deadline. Incomplete proposals or proposals not submitted by the deadline will not be reviewed.

District's Program Guide	
Date Range	Deadline to Submit Proposal
January – February	June 1st
March – May	August 1st
June - August	November 1st
August - December	February 1st

2. District staff will review proposals during the planning session. Proposals will be considered for inclusion as a District offered program through the contract class program and promoted in the District Recreation Guide, provided all criteria listed below have been met:

- a. Program is not a duplication of an existing program or program that sufficiently meets demand.
- b. Program does not pose an unreasonable safety risk to participants.
- c. Course title and subject matter are interpreted as an appropriate District service consistent with the District's adopted policies, mission, goals, and strategic plans.
- d. Registration revenues based on projected course attendance are anticipated to be sufficient to recover costs borne by the District.

3. If the proposal meets the District's requirements as a recreation program and facility space is available a one-on-one meeting will be set to start a Contract Class Instructor Agreement. If your proposal does not meet the District's requirements or facility space is not available a written notification will be sent to you.

Contract Instructor Proposal Application

Contact Information Legal Business Name: _____

Main Contact Name: _____

Address: _____ City/Zip: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____ Website: _____

Are you 18 years or older? ____ How many years of experience do you have? ____

Business License #: _____ Expiration Date: _____

Please indicate your background and experience as it relates to this class:

Please list previous or current experience in providing this service along with a reference contact.

Organization _____ Years _____

Location _____

Reference Name(s) _____

Phone/Email _____

Organization _____ Years _____

Location _____

Reference Name(s) _____

Phone/Email _____

Do you have any employees, volunteers, instructors, or aids that will help you? Yes/No

If "yes" please provide name(s): All must be fingerprinted and circle which applies.

Name: _____ Employee/Volunteer/Independent Contractor

Name: _____ Employee/Volunteer/Independent Contractor

Name: _____ Employee/Volunteer/Independent Contractor

Name: _____ Employee/Volunteer/Independent Contractor

Name: _____ Employee/Volunteer/Independent Contractor

Class Proposal

Instructor Contact:

Business Name: _____

Instructor Name: _____

Class Proposal

Proposed Name of Class: _____

Proposed Date Range: _____

Proposed location: _____

Type of Facility Needed: _____

Length (30, 45, 60 minutes): _____ Length of Class (1 day, 4, 6, 8 weeks): _____ Participants

Ages: _____ Minimum/ Maximum # of Students: _____

Proposed Fee: \$ _____ per class month session Material Fee? Yes No

If "yes" how much is the fee? \$ _____

What does the material fee cover? _____

Proposed Schedule

1st Choice 2nd Choice 3rd Choice Day(s) _____

Day(s) _____ Day(s) _____ Time(s) _____ am/pm

Time(s) _____ am/pm Time(s) _____ am/pm

Class Description: _____

Program Goals and Objectives: _____

* Please attach a sample lesson plan, flyers, or any additional content that pertains to your class proposal. After reviewing the information provided you will be contacted by the District within 30 working days after the deadline of submittal. Completion of this information form does not imply a contract. Therefore, no guarantees can or will be made for the proposed class.

Signature/Date: _____

TYPES OF INSURANCE FOR INDEPENDENT CONTRACTORS

Commercial General Liability:

Bodily Injury and Property Damage Liability: This coverage provides protection against losses from the legal liability of insureds for bodily injury or property damage to others arising out of non-professional negligent acts.

Personal and Advertising Injury: This coverage protects against liability arising out of certain offenses such as libel, slander, false arrest, infringement on another's copyright, malicious prosecution, or use of another's advertising idea.

Medical Payments: This is for necessary and reasonable medical, surgical, ambulance, hospital, and even funeral expenses for injuries sustained by a non-employee caused by an accident when exposed to the contractor's business operations.

Additional Insured: Your contract should require your District be an additional insured under the contractor's commercial liability policy and be scheduled on the additional insured endorsement.

Waiver of Subrogation: This is now called "Waiver of Transfer of Rights of Recovery against Others to Us." Their insurance policy should be endorsed to waive your District from CGL claims. This should be agreed in writing in your contract.

Primary and Non-Contributory: The contract with the independent contractor shall reflect and be agreed in writing that the contractor's insurance coverage shall be primary and non-contributory and be endorsed. This requirement shall also apply to any excess/umbrella liability policies.

Umbrella/Excess Liability:

The independent contractor may use an umbrella or excess policy to provide additional limits to fulfil your District's requirements.

This policy should only be acceptable if it provides primary and non-contributory, additional insured, and indemnity requirements.

Additional Liability Coverages:

Directors and Officers: This coverage protects past, present, and future directors and officers of for-profit or nonprofit organizations from damages resulting from alleged or actual wrongful acts committed in their positions. This coverage provides protection in the event of any actual or alleged error, misstatement, omission, misleading statement or breach of duty.

Liquor Liability: This coverage protects your business against loss or damages claimed as a result of a patron of your business becoming intoxicated and causing damage or injuring themselves or others. Businesses that manufacture, sell, serve, or facilitate the use or purchase of alcohol will likely need this coverage. This may be sold as an add-on to a CGL policy or sometimes as a stand-alone policy.

Pollution Liability: This coverage is more in the industrial, commercial, and agricultural businesses and protects against unforeseen pollution hazards that may lead to bodily injury, property damage, or clean-up costs.

Automobile Liability:

Your District will require the independent contractor to provide evidence of automobile liability insurance if they use an automobile in any phase of their work performed for your District.

There is a clause in auto liability policies that grant coverage to any person or organization held responsible for operating that said vehicle and for covered automobiles of a contractor's policy. So, there is no need to request additional insured status and endorsements.

Workers' Compensation:

Evidence of workers' compensation coverage should be required of all independent contractors that have employees.

Provides statutorily mandated benefits to employees who suffer work-related injuries or illnesses that cover medical expenses, rehabilitation costs, and lost wages.

Your District cannot be added as an additional insured to a w/c policy.

Limits: The certificate of insurance should specify that their policy provides the statutorily required benefits of w/c and the minimum amount of employers' liability coverage required by your agreement/contract.

Waiver of Subrogation: This is now called "Waiver of Transfer of Rights of Recovery against Others to Us." Their insurance policy should be endorsed to waive your District from claims for contribution of the contractor's employees. This should be agreed in writing on your contract.

Employers Liability:

Provides protection to the employer against lawsuits filed by employees who, due to work-related injuries or diseases, seek compensation beyond the benefits provided by Workers' Compensation.

- This coverage is usually included as part of the Workers' Compensation policy.
- This coverage protects the employer against legal fees, settlements or judgments arising from employee lawsuits.

Professional Liability:

This coverage is also known as Errors and Omissions Insurance and provides protection against acts, errors, or omissions committed or alleged by the independent contractor.

You will see this type of coverage used by consultants, attorneys, architects, engineers, and for other professional services.

Due to the personal nature of this coverage your District will not be added as an additional insured on this type of policy.

Sexual Abuse or Molestation Liability:

If the work will include contact with minors, then SAMs liability coverage shall be obtained and maintained by the independent contractor.

This coverage may be endorsed to a standard liability policy, or it may be purchased on a stand-alone policy.

Property Insurance:

This should be required when your District has a continuing interest in improvements or betterments installed by an independent contractor in one of your properties. There are times when leases require that improvements revert to the property owner at the completion of the lease. In this case the tenant (Independent Contractor that is leasing your property) should provide insurance to cover the full replacement value of the improvements.

Construction projects should require course of construction (builder's risk) property insurance.

An independent contractor should have this for any property owned by the contractor that is stored at the District's facility.

Independent Contractor Background Confidential Questionnaire

Contractor's First, Middle, and Last Name (PRINT): _____

Contractor's ID Number (California ID or Drivers' License): _____

Contractor's Social Security Number: _____

Contractor's Address: _____

Contractor's Phone Number: _____

Contractor's Email: _____

Section 5164 of the Public Resources Code of the State of California prohibits the Rio Linda Elverta Recreation and Park District contracting with a contract instructor to perform services at, any of its parks, playgrounds or recreational centers used for recreational purposes in a position having supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes under the California Penal Code. Section 5164 also authorizes the Rio Linda Elverta Recreation and Park District to screen any such prospective contract instructor for their criminal background. In light of your interest in being hired by the Rio Linda Elverta Recreation and Park district as an independent contractor to perform services at, any of its parks, playgrounds or recreational centers used for recreational purposes, in a position having supervisory or disciplinary authority over any minor, and in order to give effect to Section 5164 of the Public Resources Code of the State of California, please answer the following supplemental questions:

Please Note: Having a conviction record may not necessarily prevent acceptance of being an independent contractor. The nature of the conviction and length of time which has passed since the conviction will be taken into consideration, along with the current Rio Linda Elverta Recreation and Park District policies.

1. Have you ever been convicted of violation or attempted violation of any of the statutes specified in Public Resources Code Section 5164 (copy attached), including conviction for violation or attempted violation of an offense committed outside the State of California, if the offense would have been a crime as defined in the statutes referred to if committed in California? This question does not refer to a misdemeanor conviction as defined in Part B of Attachment A (copy attached), unless you have three or more misdemeanor convictions, a felony conviction, or were incarcerated for any of those crimes listed within the preceding ten (10) year period.

Yes: _____ No: _____

If your answer is **Yes**, please describe the crime(s) of which you were convicted, the date upon which you were convicted and the jurisdiction in which you were convicted:

2. Are you willing to be fingerprinted in order that Rio Linda Elverta Recreation and Park District may screen you for a criminal background?

Yes: _____ No: _____

3. Without in any way limiting the foregoing, have you ever been convicted of any crime involving an assault with intent to commit a felony, any crime against a person involving sexual assault, any crime against public decency and good morals, disorderly conduct, annoying or molesting a child under age 18, kidnapping, robbery or carjacking? Yes: _____ No: _____

If your answer is **Yes**, please describe the crime(s) of which you were convicted, the date upon which you were convicted and the jurisdiction in which you were convicted:

4. Are you currently released on bail or on your own recognizance for any crime? Yes: _____ No: _____

If your answer is **Yes**, please describe the crime(s) of which you were convicted, the date upon which you were convicted and the jurisdiction in which you were convicted:

Background Investigation Agreement and Declaration

I authorize Rio Linda Elverta Recreation and Park District to perform a thorough background investigation on all matters related to my suitability for being an independent contractor including online background checking, and to run a fingerprint background check to screen for criminal background. I authorize investigation of all statements contained in my independent contractor application. I authorize Rio Linda Elverta Recreation and Park District to secure information about my background and experience with former employers, current employers, education institutions and any relevant agencies, and authorize those parties to provide information to Rio Linda Elverta Recreation and Park District concerning my background and experience. I release Rio Linda Elverta Recreation and park District and all parties providing information to about my background and experience from any liability whatsoever arising therefrom.

I, (Print Name) _____, in seeking to be a independent contractor by the Rio Linda Elverta Recreation and Park District to perform services at, any park, playground or recreational center used by the Rio Linda Elverta Recreation and Park Ditriect for recreational purposes, in a position having supervisory or disciplinary authority over any minor, hereby declare under penalty of perjury that the foregoing is true and correct and that this declaration is executed at:

(City) _____, California on (Date) _____

I acknowledge and agree that should any of my answers to the foregoing questions be subsequently determined to be false and not true, the Rio Linda Elverta Recreation and Park District can immediately terminate my contract by it or cease allowing me to perform services, without notice. I hereby agree to indemnify and hold harmless the Rio Linda Elverta Recreation and Park District, its directors, agents and employees, from any and all claims, causes of action, suits, actions, damages, losses or liability arising out of termination of my contracted services rendered to the Rio Linda Elverta Recreation and Park District which may occur should any of my answers to the foregoing questions be subsequently determined to be false and not true and/or untrue.

Contractor's Signature: _____ Date: _____

District's Signature: _____ Date: _____