Contract Instructor Manual

THE CITY OF PLEASANTON©

City of Pleasanton

Library and Recreation Department

P.O. Box 520

Pleasanton, CA 94566

(925) 931-5340

WELCOME TO THE CITY OF PLEASANTON

Pleasanton is a community of 83,000, situated in the Tri-Valley Region of the Bay Area in Northern California.

We are a family-oriented community and pride ourselves on our numerous parks, recreation facilities, and programs. Pleasanton is also home to thriving business parks and the regional Stoneridge Mall.

The Pleasanton Unified School District has been named a National District of Character and 12 out of our 14 schools have received the California Distinguished School designation. Together, the City and School District are committed to building a Community of Character.

Our Downtown is the heart of our community -- the setting for festivals, street parties, parades, weekly summer concerts, Saturday farmers' market, and other special events. Downtown also offers some of the finest dining and shopping in the Tri-Valley. In addition, Pleasanton is home to the Alameda County Fairgrounds, which hosts statewide and regional events, as well as the annual Alameda County Fair.

WHY TEACH A COURSE WITH THE CITY OF PLEASANTON?

The Library and Recreation Department is dedicated to building strong families through the provision of educational, creative, and recreational opportunities. The City of Pleasanton's Library and Recreation Department utilizes independent contract instructors to provide supplemental recreational services to our community. Programs may be designed for preschoolers, school-age children, teens, adults, families, and mature adults.

What can the Library and Recreation Department offer you as an instructor?

- The City has a variety of facilities. Classroom facilities, auditoriums, gymnasiums, and parks are available for contract instructor courses. These facilities are maintained to ensure the comfort of instructors and participants.
- The City of Pleasanton will include your course description in our seasonal Activities Guide, which is distributed to more than 29,000 households twice a year, as well as on the City website for online registration.
- The City uses an advanced computer registration system. The CivicRec registration software system allows the City to maintain facility booking for your course and process registrations efficiently. Instructors have access to rosters, sign-in sheets, and the ability to email all course participants. We offer registration through three (3) easy, customer-friendly methods: online, by mail, or in person.

HOW TO GET STARTED

Interested instructors should submit the following to be considered:

- Submit a contract instructor proposal during the open proposal window.
    - Spring and Summer: August
    - Fall and Winter: Febuary

- Submit a contract instructor application.

- Submit two (2) reference letters pertaining to your work experience and one (1) character letter with your proposal.

Once the contract instructor has submitted an instructor application, instructor proposal, and reference letters, a representative from the City of Pleasanton will contact you and serve as your point of contact for the processing of your proposal. If the City decides to proceed with your course, the instructor will need to provide additional documentation and information before entering into a contract (see Instructor Requirements).

Contracts with instructors will be initiated on an annual basis and are effective from September 1st to August 31st of each year. If a contract instructor starts at any time after September 1st, that contract will only be valid until August 31st, with a yearly contract thereafter.

Submission of a proposal does not guarantee that the course or activity will automatically be accepted as part of the City of Pleasanton's public recreational offerings. Additionally, once added, no guarantees are made that the City of Pleasanton will automatically continue to offer the activity or program. During each activities guide cycle, the City evaluates courses on factors such as community feedback, enrollment, course preferences, and facility availability to determine course offerings.

INSTRUCTOR REQUIREMENTS

Before the City of Pleasanton can enter into a Contract for Instructional Services, the following documents must be obtained from a potential instructor:

City Business License

Applications are available at the Business License Department at Pleasanton's City Hall building located at 200 Old Bernal Avenue or on the City's website at https://www.cityofpleasantonca.gov/our-government/finance-department/business-license/ or call (925) 931-5440. Contractors must ensure business licenses are up to date and renewed annually to continue providing services through the City of Pleasanton. Once you have obtained your Business License, you will need to provide proof of the license (i.e., receipt, business license number, or a copy of the business license).

Tuberculosis (TB) Test Certificate

California State regulations require any person employed in connection with a park, playground, or recreational center to produce a valid TB test certificate prior to employment. Contract instructors must provide a certificate, issued by a licensed physician or authorized agency, showing that, within the last four (4) years, the contract instructor has been examined and is free of communicable tuberculosis before beginning work. If you have already completed the test and have a certificate from the last 4 years, please submit a copy. As a reminder, the TB test will be at the contractor's own expense. Contractors must complete and submit the Certificate of Tuberculosis Results for themselves, their employees, assistant instructors, subcontractors, and volunteers.

Insurance

The City of Pleasanton requires contract instructors to obtain general liability insurance of $1,000,000 to protect themselves from any claims. Before teaching, contract instructors must provide a copy of their insurance certificate. The City of Pleasanton must be listed as the certificate holder and additionally insured with respect to General Liability. Additionally, an Additional Insured Endorsement is required as a separate page. The Additional Insured Endorsement **MUST** be a separate document and MUST contain the following information:

- Policy number
- List the City of Pleasanton as the additional insured using this specific language, "the City of Pleasanton, its officials, officers, employees, and volunteers" in the box labeled "schedule."
- State that the insurance is "primary and non-contributory."
- Include or at least not exclude ongoing or completed operations.

Workers' Compensation and Employers' Liability

If you have employees, you are required to provide proof of Workers' Compensation with limits of $1,000,000 per accident, as required and set forth by the California Labor Code. If you are an instructor without employees, you must certify through your contract with the City that you are the sole proprietor and have no employees. For instructors who use a subcontractor, in addition to meeting your insurance obligations, your subcontractor(s) must also submit proof of general liability and workers' compensation insurance, i.e., a certificate of insurance and an endorsement naming the City and its officials and employees as additional insured. (If the subcontractor has no employees, then proof of workers' compensation is not required by the subcontractor).

Reporting Income

The City of Pleasanton does not withhold state or federal income tax but will report the contract instructor's income via Form 1099. Instructors will receive a W-9 form to be completed.

Fingerprints

The City of Pleasanton requires contract instructors, employees, assistants, subcontractors, substitutes, and volunteers to clear a background screening prior to the beginning of the course. Individual contract instructors must schedule an appointment with their Library and Recreation representative to complete their background screening. Please bring your Driver's License or CA ID card and your social security card to the screening.

The City of Pleasanton will cover the cost of a background check only for the person with whom we have entered a contract. The cost of background checks for all other employees, volunteers, substitutes, and sub-contractors will be at the expense of the contract instructor. Contractors with employees, volunteers, or subcontractors must also provide a form certifying that all individuals who will have supervisory or disciplinary authority over a minor have been fingerprinted, TB tested, and cleared the appropriate background check.

COURSE REGISTRATION/ROSTERS/COURSE CANCELLATIONS/FEES

Course Registration

Participants must pre-register for all courses. Registration dates vary each season but follow the same registration sequence each season (Resident registration and open registration). Registrations are processed on a first-come, first-served basis by the City of Pleasanton and must be completed in advance of the first course. No registrations may be taken at your program. Contract instructors should never collect or accept registration (form or money). There are three (3) quick and easy ways to register for courses:

1. Online Registration: Participants may go to http://www.PleasantonFun.com to register online.
2. Mail: Participants may mail completed registration forms to:
   City of Pleasanton
   Library and Recreation
   P.O. Box 520
   Pleasanton, CA 94566
3. In-Person: Participants may register in person at any of the locations listed below.

Facility	Address	Hours of Operation	Phone Number
Library and Recreation Office	400 Old Bernal Ave.	Monday-Thursday 10:00am-6:00pm Friday 10:00am-6:00pm	(925) 931-5340
Pleasanton Senior Center	5353 Sunol Blvd.	Monday-Friday 8:30am-4:30pm	(925) 931-5365
Dolores Bengtson Aquatic Center (DBAC)	4455 Black Ave.	Monday-Sunday Hours vary	(925) 931-3420
Gingerbread Preschool	4333 Black Ave.	Monday-Friday 8:00am-3:00pm	(925) 931-3430
Alviso Adobe Park	3465 Old Foothill Rd.	Day/Hours vary	(925) 931-3479

Course Rosters

Contract instructors can access their roster online in the CivicRec instructor portal. It will be up to the instructor to log in and retrieve their class roster before the start of the course. If you experience issues accessing your roster, please call (925) 931-5340. You will need to provide your email address and the unique barcode associated with the course you are requesting a roster for.

Participants should either be on the roster or have a receipt before they start the course. If an individual is not on the roster and does not have a receipt, the instructor should call the Library and Recreation Department to verify registration. If there is no proof of registration, the individual may not participate in the program. Please ask the parent/guardian to contact the Library and Recreation Department to register their child and bring the receipt to the course. Instructors are not permitted to take any form of payment onsite.

Absences/Cancelations

If an instructor is ill or unable to attend their course, the instructor must notify their Library and Recreation representative as soon as possible. It is the instructor's responsibility to notify students of any course cancelation of this nature.

Course Cancelations

The City of Pleasanton reserves the right to cancel, combine or divide courses, change the time, date, or place of courses, or make other changes that become necessary to ensure a quality experience for the participants. If the Library and Recreation Department cancels your course, the Department will notify students and issue any necessary refund. To cancel a course, contract instructors are responsible for contacting the Library and Recreation representative at least five (5) business days before the course starts to cancel a course. If a contract instructor cancels, they are responsible for informing students.

Refund Policy/Withdrawals

A full refund will be given to participants when notice is received by the Library and Recreation Department at least ten (10) days prior to the start of the course or program. Refund requests received at least five (5) days prior to the start of the course or program will be assessed a $5.00 administrative fee, per course/program. No refunds will be issued for requests received less than five (5) days prior to the start of the course/program. Refunds will be granted if the course or program is canceled by the Department. No refunds are issued for non-attendance.

Students may withdraw from a course for medical reasons with a doctor's note. Students who withdraw from a course before it ends will be given a pro-rated refund. Refunds will be based on the day that is specified in the doctor's note. Participants may also receive a refund if they are dissatisfied with the course, have tried to resolve the issue with the instructor, have submitted justification for the requested withdrawal, and have received approval from the Library and Recreation representative. Instructors will be compensated based on the revenue after pro-ration. If a material fee has been paid, the instructor will retain the entire material fee.

Inclement Weather and Course Make-Up Policy

Make-up courses will be permitted on those occasions when inclement weather or an unexpected facility issue requires that a course be canceled. The City will determine a make-up date and communicate that to the instructor.

Pro-rated Course Fees

The City of Pleasanton rarely pro-rates course fees. If a student signs up for a course after it has started, the student is expected to pay the full fee for that course. It is at the sole discretion of the Library and Recreation representative to make exceptions to the policy.

POLICIES AND PROCEDURES

Releasing of Minors

Contract instructors are fully responsible for the safety and care of the participants for the duration of the program. If you do not have employees, then you must be present for the duration of the course/program. Contract instructors must not leave a volunteer in charge, regardless of whether that volunteer is an adult.

At the end of the program each day, the contract instructor shall remain in the facility to ensure all participants have safely vacated the facility. When possible, care should be taken during student drop-off to become visually familiar with the parent/guardian/authorized drop-off person so that a child is never released to someone unknown to the child or to whom the child expresses fear or uncertainty. If a parent/guardian/authorized person does not pick up the student within 5 minutes of the program ending time, the contract instructor must do the following:

- Call parent/guardian/authorized pick-up persons on the attendance roster.
- Call any alternative contact numbers.
- Call the Library and Recreation Administration Office (if during business hours) at 925-931-5340. A staff person will be dispatched to your location.
- Call the Police Department at 931-5100 (after business hours). Stay with the child until the Police arrive.

Instructors must stay with the child until the individual authorized for pickup arrives regardless of whether a staff member is at the facility. Do not transport or attempt to transport the child at any time.

Important Phone Numbers

Library and Recreation Administration Office:	(925) 931-5340
Contract Instructor Representative:	(925) 931-3422 **Specialty Courses**
	(925) 931-3441 **Sports**
	(925) 931-4854 **Firehouse Arts Center**
	(925) 931-5366 **Senior Center**
Pleasanton Police (non-emergency):	(925) 931-5100

Accident & Incident Reports

If an Incident/Accident does occur during your program, an Incident/Accident Report must be completed and submitted to the Library and Recreation representative by noon the next business day. It is the contract instructor's responsibility to know where the first aid kit is located for all facilities in which they provide services. 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 the parent/guardian immediately, and then contact the Library and Recreation Administration office at (925) 931-5340. All accidents and incidents must be reported, no matter how minor they may appear.

Americans with Disabilities Act (ADA)

The ADA is federal legislation which gives civil rights protection to individuals with disabilities similar to those rights provided to individuals based on race, sex, national origin, and religion. It 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 City of Pleasanton to fully comply with the provisions of the ADA and to make reasonable accommodations to individuals with vision or hearing impairments or other disabilities so that they can have an equal opportunity to participate and benefit.

Discrimination and Harassment

The City of Pleasanton has a strong 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. Contract instructors are responsible for their actions/conduct and must never engage in discrimination and harassment.

Representing the City through Professional Conduct

Contract instructors must be helpful and courteous at all times. The City of Pleasanton does not condone inappropriate or offensive behavior by or towards contract instructors, participants, and City Staff. If a contract instructor, participant, or guest behaves in an inappropriate or unsafe manner, he or she will be asked to leave the premises. Possession or use of drugs or alcohol while conducting or participating in a course is strictly prohibited and may result in termination of the contract.

Safety of Participants

The contract instructor's primary responsibility is to ensure the safety and well-being of participants involved with the activity. If any aspect of the area appears unsafe, it is your responsibility to notify staff and to take actions that will ensure participant safety.

Personal Business

Contract instructors are not allowed to solicit personal services or items from participants, guests, or staff. The contract instructor may not receive or make personal phone calls while performing services. Instructors who wish to bring their children to the course for limited periods may do so if they can carry out their duties unimpeded and allow others to do the same.

COURSE FACILITIES

Facilities

Instructors may receive facility access with a City Proxy Card or a key at the discretion of the Library and Recreation representative. These cards cannot be loaned or issued to anyone other than the authorized instructor. Facility access is only allowed for instructing courses. Any other use of a City facility is considered unauthorized and will result in the termination of the contract. Contract instructors may not store any materials or equipment at City facilities. When leaving a City facility, the contract instructor must ensure that all doors are locked securely, and alarms are set. City staff will unlock and lock classrooms for contract instructors teaching within the Middle School Gyms, Firehouse Arts Center, and Pleasanton Senior Center. The contract instructor will be responsible for the setup and takedown for their course.

Setup and takedown may include but are not limited to:

- Setting up and breaking down tables and chairs.
- Maintaining proper organization in storage areas.
- Sweeping floors.
- Checking restrooms.
- Taking out trash.
- Turning off lights and the HVAC system.

From time to time, facilities will be taken offline for maintenance or will not be available due to previously scheduled City events or rentals. Every effort will be made to work around these dates to relocate or reschedule your courses.

Here's a listing of the facilities used for courses. Visit the City of Pleasanton's website for photos and more information about the facilities. http://www.cityofpleasantonca.gov/gov/depts/cs/rentals/default.asp

Facility	Address	Program Space	Capacity
Amador Recreation Center	4455 Black Ave.	Main Hall	50/75
Cultural Arts Center	4477 Black Ave.	Pottery Studio	25
		Dance Studio	49
Firehouse Arts Center	4444 Railroad Ave.	Classroom A	20
		Classroom B	40
Harvest Park Middle School Gym	4900 Valley Ave.	2 full courts or 4 side courts	
Nature House	519 Kottinger Dr.	Main Room	15-20
Pleasanton Middle School Gym	5001 Case Ave.	2 full courts or 4 side courts	
Pleasanton Senior Center	5353 Sunol Blvd.	Main Hall	50/100
		Classroom	25
		Art Room	10-15
Thomas Hart Middle School Gym	4433 Willow Rd.	1 full court and 3 side courts	
Veterans Memorial Building	301 Main St.	Main Hall	25/100

Field Maintenance

Natural turf fields undergo maintenance and restoration from December 1st to March 1st each year. During this time, no activities can be scheduled on any of the natural turf fields.

Holidays

The City of Pleasanton observes the following holidays; therefore, courses will not be offered on these days:

New Year's Day
Martin Luther King, Jr.'s Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day and the day after Thanksgiving
Christmas Eve and Christmas Day

INSTRUCTOR COMPENSATION

Contract Instructor Payment

Please expect to receive your course payment 10 to 15 business days after your payment has been processed. The City of Pleasanton policy only allows for payment after receipt of services; therefore, advance payments are not possible. A Library and Recreation representative will process the paperwork for payment of your course the week after the course ends. Payment will be based on the number of students enrolled at the end of the course. The City shall pay the instructor within thirty days of the course end date.

Standard Revenue Split.

City shall collect payment, including a 2% surcharge as a Facility Fee, from all class participants and shall pay Instructor a portion of the class fees as follows:

> **Option A. In-Person Instruction**: Instructor shall receive seventy percent (70%) of the fees collected for each participant based on the resident-rate, excluding the 2% Facility Fee, when classes are held at Instructor's facility or other private facility obtained by Instructor; Instructor shall receive sixty percent (60%) of the fees collected for each participant based on the resident-rate, excluding the 2% Facility Fee, when classes are held at a City-provided outdoor facility; Instructor shall receive fifty-five percent (55%) of the fees collected for each participant based on the resident-rate, excluding the 2% Facility Fee, when classes are held at a City-provided indoor facility.2
>
> **Option B. Virtual / On-Line Instruction**: Instructor shall receive eighty percent (80%) of the fees collected for each participant based on the resident-rate. The 2% Facility Fee shall not apply to the resident-rate for Virtual / On-Line Instruction.

Form 1099

The City of Pleasanton will not withhold money for social security or federal income tax. It is the contractor's responsibility to satisfy any taxes due by the contractor in an appropriate manner.

Non-Resident Fee

The City of Pleasanton charges a non-resident fee to individuals who do not reside within the City of Pleasanton. Instructors do not receive the non-resident fee portion collected.

Materials/Supply Fee

A materials/supply fee is any fee that is charged for consumable items that the student benefits from in the course. These fees are collected by the City and paid to the instructor along with payment for registrations after a course session has concluded. Instructors may supply classroom materials, direct students to the appropriate source, or build the cost of supplies into the course fee.

Facility Use Fee

A Facility Use Fee will be added as a surcharge to all programs held in City of Pleasanton facilities. The fee consists of a 2% surcharge and will be added to the cost of each class for every participant. The proceeds of the fee will be routed to a special fund to cover the ongoing costs for facility maintenance and upgrades associated with the use of City of Pleasanton facilities including classrooms, buildings, fields, pools, etc. The 2% surcharge is not included in the cost-sharing agreement.

PROMOTING YOUR COURSE

Your course will be listed on our online registration page and in the activities guide, which is mailed to all Pleasanton households; however, contract instructors may conduct additional outreach to ensure the success of the course (i.e., flyers, ads, etc.). All advertisement materials must include the City of Pleasanton logo, contact number for registration (925) 931-5340, registration website www.pleasantonfun.com, the course name, course unique barcode, and the contract instructor's contact information. All advertisement materials must be approved by the City of Pleasanton representative.

- **Advertisements:** Several weekly papers offer low-cost advertising for local businesses.
- **Special Events:** The Library and Recreation Department offers many special events. With prior approval, contract instructors are welcome to participate or hand out flyers at Department events. Contact your Library and Recreation representative if you are interested in participating in an event.
- **On the Internet:** Develop a website or social media site/campaign.

SUBMITTING YOUR APPLICATION & PROPOSAL

Completed proposals can be mailed or emailed to the addresses below. Please include additional proposal forms if you are proposing to teach more than one type of course or to more than one age group. Required documentation is on the following pages.

For more information, please contact:

City of Pleasanton
Library and Recreation Department
P.O. Box 520
Pleasanton, CA 94566

Phone: (925) 931-5340
Email: recreation@cityofpleasantonca.gov

Thank you, and we look forward to working with you!

Library and Recreation Department
Contract Instructor Checklist

(925) 931 – 5340 | Recreation@cityofpleasantonca.gov

Contractor Name _____ Date _____

Name/Type of Class _____ Season/Year _____

Preliminary Documents:

_____ Contract Instructor Application

_____ Contract Instructor Proposal

_____ Two Reference Letters Pertaining to Work Experience

_____ One Character Reference Letter

Upon Approval:

_____ City Business License receipt
(Business licenses can be obtained at 200 Old Bernal, M-F, 9:00am-4:00pm. Visit: https://www.cityofpleasantonca.gov/our-government/finance-department/business-license/ for more information.)

_____ TB Test Certificate from the last 4 years and (Certification of TB Results - if you have employees)

_____ General Liability Insurance with $1 Million minimum coverage and endorsement page
(City of Pleasanton requires an additional insured endorsement as a separate page. The endorsement MUST list the City of Pleasanton as the additional insured using this specific language, "the City of Pleasanton, its officials, officers, employees and volunteers")

_____ Workers' Compensation Insurance **OR** No Employees Declaration Form and No Volunteer Declaration

_____ W-9 (Reporting Income)

_____ Fingerprint Clearance* and (Certificate of Background Check - if you have employees)

_____ Instructor Information Sheet and (Employee Information Sheet – if you have employees)

_____ Contract for Instructional Services w/ attached scope of work. Contract term September 1st - August 31st

*Once the Library and Recreation Director has signed your contract, you will need to be fingerprinted at the police department. Please call your Library and Recreation representative to schedule an appointment. Total time for fingerprinting takes approximately 20 minutes.

THE CITY OF PLEASANTON

Library and Recreation Department
Contract Instructor Application

(925) 931 – 5340 | Recreation@cityofpleasantonca.gov

APPLICANT INFORMATION

Last Name	First	M.I.	Date
Street Address		Apartment/Unit #	
City	State	ZIP	
Phone	E-mail Address		
Social Security Number (Required for payment)			
Proposed Class			
Have you taught this course before?	YES ☐	NO ☐	

Location	Dates		
May we contact them as a reference?	YES ☐	NO ☐	Phone:
Location	Dates		
May we contact them as a reference?	YES ☐	NO ☐	Phone:
Location	Dates		
May we contact them as a reference?	YES ☐	NO ☐	Phone:

EDUCATION

High School		Address			
From	To	Did you graduate?	YES ☐	NO ☐	Degree
College		Address			
From	To	Did you graduate?	YES ☐	NO ☐	Degree
Other		Address			
From	To	Did you graduate?	YES ☐	NO ☐	Degree

REFERENCES

Please list two professional references.

Full Name	Relationship
Company	Phone
Address	

Full Name	Relationship
Company	Phone
Address	

RELATED EMPLOYMENT

Company	Phone
Address	
Job Title	
Responsibilities	
From To Reason for Leaving	
May we contact your previous supervisor for a reference? YES ☐ NO ☐	
Company	Phone
Address	Supervisor
Job Title	
Responsibilities	
From To Reason for Leaving	
May we contact your previous supervisor for a reference? YES ☐ NO ☐	

NEED FOR PROGRAM

Please list all other providers of a similar program in this community:

Name: _____ Phone: _____

Summary of Service: _____

Name: _____ Phone: _____

Summary of Service: _____

DISCLAIMER AND SIGNATURE

Contract Instructors are contracted with the City to provide instruction for specialty recreation activities, and are therefore not employees of the City of Pleasanton. Contract Instructors shall be dismissed at any time if the Library and Recreation Department finds their instruction to be inadequate or their behavior, attitude, or appearance to be unacceptable. Please attach any additional information about yourself that would further explain your desire to be a Contract Instructor. I certify that all statements in this application are true and complete. I agree and understand that any incorrect statements or omissions of material facts herein will cause forfeiture on my part of all rights to contracting with the City of Pleasanton. I release all individuals who provide information to the City from all liability regarding the use of such information.

Signature	Date

Community Services Department
Contract Instructor Proposal

(925) 931 – 5340 | Recreation@cityofpleasantonca.gov

(Separate forms for each class or age group)

INSTRUCTOR INFORMATION

Last Name	First	M.I.	Date
Business Name			
Street Address		Apt/Unit #	
City	State	ZIP	
Phone	Cell Phone		
Web Site	Email Address		
Contact information you wish to publish:			

CLASS DESCRIPTION

Title of Class

Class Description ***(45 words maximum)***

AGE GROUP (select one)

- ☐ Preschool (ages 2-5)
- ☐ School Age (6-12)
- ☐ Teens (13-17)
- ☐ Adults (18-49)
- ☐ Mature Adults (50 & up)
- ☐ Family (for all ages)

SUBSECTION (select one)

- ☐ The Arts
- ☐ Special Interest
- ☐ Exercise and Wellness
- ☐ Sports

CLASS INFORMATION

Age Min	Age Max	Min. class enrollment	Max. class enrollment
Supply/Material fee	Items provided		
Classroom requirements			

Days of the Week	Start/End Date (s)	Start/End Time (s)	No Class Dates	# of Classes	Proposed Fee	*(Office Use Only)* Course Code

Office Use Only

Date Received	Staff Initials	CLASS Entry	Staff Initials

Library and Recreation Department
Contract Instructor Proposal

(925) 931 – 5340 | Recreation@cityofpleasantonca.gov

(Separate forms for each class or age group)

INSTRUCTOR INFORMATION

Last Name Smith	First Tracy	M.I. L	Date 1/1/15
Business Name H2O Fun			
Street Address 1234 Santa Rita Road		Apt/Unit #	
City Pleasanton	State CA	ZIP 95336	
Phone (925) 876-5432	Cell Phone (925) 234-5678		
Web Site www.h2ofun.net	Email Address h2ofun@yahoo.com		

CLASS DESCRIPTION

Title of Class: Water Aerobics

Class Description *(45 words maximum)*

Water exercise classes support the body and reduce risk of muscle or joint injury through the buoyancy of water and mitigation of gravity. This class includes interval, circuit and resistance training using hand buoys. Designed for intermediate and advanced exercisers.

AGE GROUP (select one)		SUBSECTION (select one)	
☐ Preschool (ages 2-5)	■ Adults (18-49)	☐ The Arts	■ Exercise and Wellness
☐ School Age (6-12)	☐ Mature Adults (50 & up)	☐ Special Interest	☐ Sports
☐ Teens (13-17)			

CLASS INFORMATION

Age Min: 16	Age Max: 99	Min. class enrollment: 4	Max. class enrollment: 20
Supply/Material fee: $0	Items provided: Buoyancy equipment & hand buoys.		
Special Room requirements: Swimming pool with access to locker rooms			

Days of the Week	Start/End Date (s)	Start/End Time (s)	No Class Dates	# of Classes	Fee	*(Office Use Only)* Course Code
Mon & Wed	June 22 - August 19	6:00pm - 7:00pm	July 6	17	$119	
Tues & Thurs	June 23 - August 20	10:00am – 11:00am	n/a	18	$126	
Saturday	June 20 – August 15	9:30am – 10:30am	July 4	9	$63	

Office Use Only

Date Received	Staff Initials	CLASS Entry	Staff Initials

SAMPLE

City of Pleasanton
Library and Recreation Department

CERTIFICATION OF TUBERCULOSIS RESULTS

_____ ("Contractor") acknowledges that pursuant to California Public Resources Code §5163, no person shall initially be employed in connection with a park, playground, recreational center, or beach used for recreational purposes by a city or county in a position requiring contact with children, or as a food concessionaire in that area, unless the person produces or has on file with the city or county a certificate showing that within the last two years the person has been examined and has been found to be free of communicable tuberculosis.

Contractor certifies that Contractor has received a "Certificate" from each person below to verify that within the last two years the person has been examined and has been found to be free of communicable tuberculosis. An annual chest X-ray is required if the person is unable to take a TB test due to possible past exposure.

Name of Employee	Position	Test Result Read Date (valid four years)	Chest X-ray Date (valid one year)

Contractor is required to provide updated information to the City as employees change and as test results are updated (every four years).

Contractor further acknowledges that by this Certification of Tuberculosis Result, the City of Pleasanton will not independently verify the information provided by Contractor; therefore, the Contractor shall indemnify, defend and hold harmless the City, its elected and appointed officials, and its employees from and against any and all claims, loss, liability and damages resulting from injury or death to any person arising out of or in connection with the misrepresentation of any information provided herein.

Dated: _____

Contractor

By:_____

Its:_____

Insurance Requirements

The City of Pleasanton requires the following information to be provided with the instructor's insurance:

1. **General Liability Certificate of Insurance** - The City requires $1 million in coverage in General Liability; Auto Insurance is required (if driving onto City property), and $1 million in Workers' Comp Liability Insurance if you have employees. All contracted independent instructors are required to obtain General Liability Insurance in order to begin teaching.

2. Additionally, the City Attorney requires an **Additional Insured** endorsement as a separate page. The Additional Insured Endorsement **MUST** be a separate document and MUST contain the following information:
    - Policy number.
    - List the City of Pleasanton as the additional insured using this specific language, "the City of Pleasanton, its elected or appointed officials, officers, employees, agents and volunteers" in the box labeled "schedule."
    - State that the insurance is "primary and non-contributory."
    - Include or at least not exclude on-going or completed operations.

THE CITY OF PLEASANTON

Clarification of Insurance Requirements

We have been advised by our City Attorney that insurance information submitted must include an endorsement that names the City as an additional insured party. A sample endorsement is attached for your reference.

Please work with your insurance company to make sure that your Certificate of Insurance is accompanied by the required endorsement. The contract cannot be executed until the endorsement is provided.

Q+A:

If the Certificate of Insurance lists the City of Pleasanton in the box under "Certificate Holder", why can't we accept the certificate of insurance as proof of the City being named as an additional insured? Why do we need an Endorsement?

A Certificate of Insurance is meaningless and provides no coverage to the City without an accompanying Endorsement. Indeed, most Certificate of Liability Insurance forms contain the following language in the upper right-hand corner of the form: "This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below."

What do I look for in an Endorsement?

Please refer to the attachment for a sample Endorsement. Ideally, the Endorsement should specify "the City of Pleasanton, its officials, officers, employees and volunteers" in the box labeled "Schedule." If your insurance company has specific questions, invite them to contact the Pleasanton City Attorney's office at 925-931-5015.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED 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)	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

SAMPLE

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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. 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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SAMPLE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SAMPLE

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. 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.

2. This insurance does not apply to:

   a. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured):
Additional Premium: $
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SAMPLE

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 arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SAMPLE

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. 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.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SAMPLE

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
2. The construction, erection or removal of elevators; or
3. The ownership, maintenance or use of any elevators covered by this insurance.

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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

SAMPLE

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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

SAMPLE

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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City of Pleasanton
Library and Recreation Department

Contract Instructional Services
NO EMPLOYEES DECLARATION FORM

Contractor Name _____
Phone _____
Email _____

I declare that I do not employ any person in connection with my contract with the City of Pleasanton for Instructional Services. I also understand that if I do employ such persons, I must first provide to the City of Pleasanton evidence of Workers' Compensation Insurance coverage and meet all required employee requirements (fingerprints and TB test).

Contractor Signature _____

Date _____

City of Pleasanton
Library and Recreation Department

Contract Instructional Services
NO VOLUNTEERS DECLARATION FORM

Contractor Name _____
Phone _____
Email _____

I declare that I do not have any volunteers in connection with my contract with the City of Pleasanton for Instructional Services. I also understand that if I do have volunteers, I must first provide to the City of Pleasanton evidence of volunteer requirements (fingerprints at the expense of the contract instructor).

Contractor Signature _____

Date _____

City of Pleasanton
Library and Recreation Department

CERTIFICATION OF BACKGROUND CHECKS

_____ ("Contractor") acknowledges that pursuant to California Public Resources Code §5164, no employee or volunteer of Contractor may be employed or hold a position having supervisory or disciplinary authority over any person under the age of eighteen (18) if that employee/volunteer has been convicted of any of various specified offenses[1]; and that this prohibition applies to employees/volunteers under the age of eighteen with authority over persons under the age of eighteen.

Contractor certifies that Contractor has asked each person to verify, and has had fingerprints of the persons listed below taken and submitted to the California Department of Justice for verification, that such person has not been convicted of the disqualifying offenses, and that Contractor will be notified of any future disqualifying offenses:

Name of Employee or Volunteer	Position	Date of Background Check

Contractor is required to provide updated information to the City as employees change.

Contractor further acknowledges that by this Certification of Background Checks, the City of Pleasanton will not independently verify the information provided by Contractor; therefore, the Contractor shall indemnify, defend and hold harmless the City, its elected and appointed officials, and its employees from and against any and all claims, loss, liability and damages resulting from injury or death to any person arising out of or in connection with the misrepresentation of any information provided herein.

Dated: _____

Contractor

By:_____

Its:_____

[1] Violations or attempted violations of §§ 220, 261.5,262, 273a, 273d, or 273.5 of the California Penal Code, or any sex offense listed in § 290 of the Penal Code, except for the offense specified in subdivision (d) of § 243.4 of the Penal Code, within ten (10) years of the date of such person seeking to be employed or serve as a volunteer of Contractor.

Library and Recreation Department
Contract Instructor Information Sheet

(925) 931 – 5340 | Recreation@cityofpleasantonca.gov

GENERAL INFORMATION

Instructor Name: _____ Date: _____

Name of Class: _____

Address: _____

City, State, and Zip: _____

Home Phone Number: _____ Cell Phone Number: _____

Work Phone Number: _____ Fax Number: _____

Email Address: _____

Website: _____

CONTACT INFORMATION FOR STUDENTS

Phone number for students to contact you with questions: _____

E-mail address for students to contact you with questions: _____

EMERGENCY INFORMATION

Emergency Contact: _____ Relationship: _____

Daytime Phone Number: _____ Evening Phone Number: _____

Address: _____

City, State, and Zip: _____

Office Use Only

Fingerprinted: _____ TB Clearance Date: _____ Employees: yes / no

Library and Recreation Department Contract Instructor Employee Information Sheet

(925) 931 – 5340 | Recreation@cityofpleasantonca.gov

Contractor Name: _____ Date: _____

Please fill in the following contact information for your employees who will be conducting classes, and which classes they will be teaching or assisting with:

EMPLOYEE

Instructor Name: _____ Date of Class: _____

Name of Class:_____ Class Barcode: _____

Daytime Phone Number: _____ Evening Phone Number: _____

EMPLOYEE

Instructor Name: _____ Date of Class: _____

Name of Class:_____ Class Barcode: _____

Daytime Phone Number: _____ Evening Phone Number: _____

EMPLOYEE

Instructor Name: _____ Date of Class: _____

Name of Class:_____ Class Barcode: _____

Daytime Phone Number: _____ Evening Phone Number: _____

EMPLOYEE

Instructor Name: _____ Date of Class: _____

Name of Class:_____ Class Barcode: _____

Daytime Phone Number: _____ Evening Phone Number: _____