



Instructor Name: Bay Area Debate Club, Ritu Khurana
Address: 45630 Park Meadow Ct.
Phone: 703-9116

FREMONT, CA 94539

CONTRACT FOR SERVICES

The Independent Contractor will furnish professional services for the City upon the terms and under the following conditions:

A. It is understood and agreed that Independent Contractor possesses distinct professional skills in performing the services described below; that City contracts for said services, and that City does not perform these services as a part of its regular business; that Independent Contractor has control over the means and methods of performing these services; that Independent Contractor understands and believes that services are being performed as an Independent Contractor. Nothing in this contract shall in any way deem the Contractor or its agents or employees as an agent or employee of this City. Contractor has agreed that the services are personal services and shall not assign or sub-contract any portion of this contract.

B. The Independent Contractor agrees to perform and furnish services for the FALL 2014 quarter as follows: See attached Exhibit A.

C. In consideration of the performance of the contract, the City agrees to pay the Independent Contractor for his/her services within 30 days of class/activity completion. The Independent Contractor agrees that the payment shall be full compensation for his/her services in performing the contract.

D. Contractor agrees to abide by and follow all policies within the "Independent Contractor Instructor Handbook and Proposal" guide and any addendums required by the City. Contractor understands and agrees that, in the performance of the work under this Agreement the Contractor may have access to private or confidential information owned or controlled by the City. Contractor agrees that all information disclosed to Contractor shall be held in confidence and used only in performance of this Agreement.

E. This contract may be canceled by the City only in the event that 1) there is insufficient registration to satisfy the expense of operating the program, 2) sufficient funds have not been appropriated by the City Council, or 3) upon breach of the contract by the Independent Contractor to render services under the contract in a professional manner, considering the type of activity involved. Independent Contractor will be paid only for that part of the contract which he/she fulfills. If a class, program, or event does not take place because of Independent Contractor's illness, or because of a holiday, it is to be made up at a time selected by the Independent Contractor and approved by the City. Cancellation of this contract by either party must be done in writing and sent by registered mail to City Contract Administrator 2226 Camino Ramon San Ramon, CA 95483 and the Independent Contractor within 30 days of the date of cancellation.

F. The Independent Contractor shall provide his/her own personal tools, supplies and equipment at his/her own cost and shall coordinate all media/advertising activities with the Department Supervisor overseeing this contract.

G. Payment is for professional services and not as an hourly wage. City will not withhold from such sum any amounts for federal or state income taxes. The Labor Code of the Workers'

Compensation Laws of California states that an employer must cover employees for work-related injury and illness. The Independent Contractor is not an agent or employee of the City of San Ramon and therefore will not be covered under the City of San Ramon's Worker's Compensation program.

____ By initialing this line, Independent Contractor understands that no Workers' Compensation benefits will be paid by the City of San Ramon and agrees to provide adequate insurance, as described below:

1. Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
 - a. If Independent Contractor has employees, Workers' Compensation and Employer's Liability will be the Workers' Compensation limits as required by the Labor Code and Employer's Liability limits of \$1,000,000 per accident.

H. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment. (This information does not necessarily disqualify the applicant from consideration. Details must be provided on a separate sheet of paper.)

____ By initialing this line, Independent Contractor agrees to submit to background screenings, pursuant to Penal Code Section 11105. City reserves the right to cancel this contract if the Independent Contractor has been convicted of any offense specified in Penal Code Section 11105 or Public Resources Code Section 5164.

____ By initialing this line, Independent Contractor agrees and promises to do background checks and screening, pursuant to Penal Code Section 11105, of all of its employees who will have supervisory or disciplinary authority over minors in City programs or at City facilities, and to notify City if any of these employees have been convicted of any criminal offenses and the nature of the offense. Pursuant to Public Resources Code Section 5164, City reserves the right to prohibit the employment or hiring of any individual by Independent Contractor if that individual has been convicted of any offense specified in Penal Code Section 11105 or Public Resources Code Section 5164. Independent Contractor agrees that none of its employees shall work with minors unless the proper screening and notification to City pursuant to the above referenced code sections have taken place.

I. ____By initialing this line, the Independent Contractor agrees and promises the Independent Contractor who is working with children who are minors, must obtain or have on file with the city a certificate showing that within the last two years they has been examined and has been found to be free of communicable tuberculosis.

J. ____By initialing this line, the Independent Contractor agrees and promises to screen for tuberculosis, pursuant to Public Resources Code 5163, all of its employees who will have supervisory or disciplinary authority over minors in City programs or at City facilities, and to provide sufficient proof to the City, that their employees have on file a certificate showing that within the last two years the person has been examined and has been found to be free of communicable tuberculosis.

K. ____ By initialing this line, the Independent Contractor understands that the City is in a self-insurance pool known as the "Municipal Pooling Authority" (hereinafter referred to as the "MPA"). The MPA is the insurance carrier for the City and not the people or businesses with whom

we contract. Therefore the CITY's insurance company will not defend or pay out claims brought against an independent contractor of the CITY. Therefore, I have evaluated the inherent risks involved in operating my activity and have sufficient insurance coverage. I further understand that as an Independent Contractor, I am responsible for my own insurance and liability coverage.

____ By initialing this line, Independent Contractor also agrees to provide Comprehensive General Liability Insurance coverage written on an "occurrence" basis to City, its officers, officials, employees, agents and volunteers as an additional insured with respect to liability or claims for damages arising out of activities performed by or on behalf of Independent Contractor. The insurance coverage will provide for the following:

1. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.

L. ____ If by California Penal Code 11165.7 your contract services with the City define you as a: 1) Teacher; 2) Instructional Aide; 3) An administrator of a public or private day camp; 4) An administrator or employee of a public or private youth center, youth recreation program, or youth organization, 5) an administrator or employee of a public or private organization whose duties require direct contact and supervision of children, or 6) an athletic coach, athletic administrator, or athletic director employed by any public or private school that provides any combination of instruction for kindergarten, or grades 1 to 12, inclusive, by initialing this line, Independent Contractor agrees and acknowledges that by virtue of my Independent Contractor status with the City of San Ramon have knowledge of the provisions of the Mandated Reporter Laws covering child and elder/dependent adult abuse, understand my reporting responsibilities and am willing and able to comply as defined by California Penal Code 11164 - 11174.3 and WIC 15630 if my job duties include contact with children, elder (65 and older) or dependent adults (18-64 with mental or physical disabilities).

____ By initialing this line, Independent Contractor agrees and promises that any employees hired by me (Independent Contractor) and therefore providing contract services to the City of San Ramon who are providing direct services to children, elder (65 and older) or dependent adults (18-64 with mental or physical disabilities) under California Penal Code 11165.7 and WIC 15630 and understand the reporting responsibilities under the Mandated Reporter laws of this state and are willing and able to comply to include the training of my employees as defined by California Penal Code 11164-11174.3 and WIC 15630.

Exhibit A)

Act.	Title	Session	Year	Starts	From	Until	Classes	Complex
91712	Public Speaking Classes	FALL	2014	22 Sep 2014	2:35PM	3:35PM	8	LIVE OAK ELEMENTARY SCHOOL
91713	Public Speaking Classes	FALL	2014	23 Sep 2014	2:55PM	3:55PM	8	HIDDEN HILLS SCHOOL
91792	Public Speaking Classes	FALL	2014	23 Sep 2014	2:40PM	3:40PM	8	QUAIL RUN SCHOOL
91795	Public Speaking Classes	FALL	2014	23 Sep 2014	4:30PM	5:30PM	8	DOUGHERTY STATION COMMUNIT
91714	Public Speaking Classes	FALL	2014	24 Sep 2014	1:45PM	2:45PM	8	HIDDEN HILLS SCHOOL
91716	Public Speaking Classes	FALL	2014	24 Sep 2014	1:45PM	2:45PM	8	MONTEVIDEO SCHOOL
91715	Public Speaking Classes	FALL	2014	25 Sep 2014	2:40PM	3:40PM	8	QUAIL RUN SCHOOL
91793	Public Speaking Classes	FALL	2014	25 Sep 2014	2:35PM	3:35PM	8	LIVE OAK ELEMENTARY SCHOOL
91782	Public Speaking Classes	FALL	2014	26 Sep 2014	3:15PM	4:15PM	8	WALT DISNEY SCHOOL

ii) Instructor Pay The City agrees to pay the Contractor the following:

CrsBarcode	Num	Rate	Rate Amount	Rate	Base Rate	Base Rate Extra Fee Amount	Extra Fee Instructor Percentage
91712		50% RATE	50.00 Percent	Percent	\$160		
91713		50% RATE	50.00 Percent	Percent	\$160		
91714		50% RATE	50.00 Percent	Percent	\$160		
91715		50% RATE	50.00 Percent	Percent	\$160		
91792		50% RATE	50.00 Percent	Percent	\$160		
91716		50% RATE	50.00 Percent	Percent	\$160		
91782		50% RATE	50.00 Percent	Percent	\$160		
91793		50% RATE	50.00 Percent	Percent	\$160		
91795		50% RATE	50.00 Percent	Percent	\$160		

X: _____
Bay Area Debate Club, Ritu Khurana

Date: _____

X: _____
Authorized Representative - Administrative Analyst

Date: _____

X: _____
Division Manager
SAN RAMON PARKS & COMMUNITY SERVICES

Date: _____

X: _____
Department Director/ Designee
SAN RAMON PARKS & COMMUNITY SERVICES

Date: _____