



## CITY OF FOSTER CITY PARKS AND RECREATION DEPARTMENT

### AGREEMENT FOR RECREATION SERVICES AGREEMENT FOR CONTRACT INSTRUCTORS

THIS AGREEMENT is entered into as of the 1st day of July 2015 by and between the City of Foster City Parks and Recreation, (hereinafter referred to as the "Department", and BAYAREA DEBATE CLUB, (hereinafter referred to as "Contractor"). This contract is effective through June 30, 2016.

#### RECITALS

WHEREAS, the Department desires to offer certain recreational services and classes to its citizens, which the Department cannot provide through its employees because of the specialized nature of the services; and WHEREAS, the Contractor possesses the distinct professional skills necessary to perform the services hereby contracted for by the Department.

NOW THEREFORE, the parties mutually agree as follows:

#### I. Contractor agrees to the following:

- a) Contractor shall teach the following class(es)/workshop(s) for the Department:  
Debate Camps and Classes PUBLIC SPEAKING AND DEBATE. The class titles, descriptions, fees, times, days, dates, minimum/maximum enrollment, and ages of the students shall be proposed by the Contractor and approved by the Department on a quarterly basis. Contractor shall personally provide the services outlined in Exhibit 1, Scope of Work, and Exhibit 2, Class Syllabi/Fact Sheet, attached hereto and incorporated herein this reference. In the event that the Contractor is unable to provide some or all of the services contracted for, Contractor may reschedule the classes or provide a substitute instructor (to be approved by the Department), at the Contractor's expense to be approved by the Department.  
R.K (Please initial)
- b) The contractor is responsible for setting his/her class dates according to the season dates provided by the Department. Instructors must not schedule classes on Department/City holidays. All classes (excluding classes taking place in the Ceramics Studio) are required to have an end time of **no later** than 9:30pm Sunday-Thursday; 10:00pm on Friday and Saturday. R.K (Please initial)
- c) It is the responsibility of the contractor to submit all program information on or before the due date set by the Department. Information received after said date is subject to a \$20 fine per class offered. Information submitted on or following the typesetter date is not guaranteed to be included in the Leisure Update. Should information be included, the Contractor is responsible for the typesetter's time, which is billed at \$90 per hour. R.K (Please initial)
- d) The Contractor shall provide all materials, tools or equipment necessary to perform the services required by this agreement. Contractor shall be responsible for setting up all materials necessary for the class and shall clean up the room at the conclusion of each class. The Department is not responsible for providing program storage nor is responsible for items left at the facility. R.K (Please initial)
- e) It is the responsibility of the Contractor to check class enrollment **three (3) days prior to the start of class** and make the determination to hold or cancel class. If it is determined that the class is to be cancelled, the Contractor must notify the Department at that time so participants can be notified. Contractor is responsible for notifying students in the event of an altered schedule. The Department shall not be liable to Contractor for any compensation whatsoever in the event that a class is cancelled either because of insufficient enrollment or because of the unavailability of a facility. R.K (Please initial)

#### II. Youth Contractor agrees to the following:

- a) **Finger printing is required by California State Law (AB 2986 & AB 1663) for all instructors of youth classes. If you instruct youth 17 years of age or younger, you must be finger printed.** This process only needs to be completed once as long as you are an instructor with Foster City Parks and Recreation Department. The cost of fingerprinting is paid by the Instructor. Instructors must set up an appointment through the Foster City Police Department for "Live Scan" which also serves as a background check. Please contact Dori Tafoya at (650) 286-3336 for an appointment. The process

must be completed no later than 2 weeks before your class starts or classes will be put on hold until finger printing has been done. All information will be kept confidential. **For those contractors who hire additional employees, it is your responsibility to screen those individuals. You must sign the "Declaration of Employee Safety" upon submission of your application. Any organizations or instructors who fail to comply with this State Regulation will be released from contract commitments with the City of Foster City.**

- b) For the safety of children involved in youth classes, instructors must see that children are released to their parents or another responsible adult. **Children should not be allowed to leave the classroom unattended during the class session. Instructors are not to leave until all children are picked up.** If an emergency arises and you cannot wait any longer, you may bring the children to the front desk at the William Walker Recreation Center or Foster City Community Center for the front desk staff to watch. You may also use the Department phone to call late parents. If the class is shared with another city (i.e. Belmont or San Mateo) this only applies to classes held in Foster City Facilities.
- c) Instructors should never drive students in their personal vehicles.
- d) Instructors should not bring pets or other individuals to class, unless previously approved by the Recreation Manager.

III. **The Department agrees to the following:**

- a) To pay Contractor for the performance of these services, 60% percent (%) of the resident registration fee based on the number of registered participants. Registration surcharges (i.e., Non-Resident fees and \$5.00 Administration fee) are excluded from Contractor payment. Prorated customer refunds, completed before the start of the third class session, are not paid out to the Contractor.
- b) Department shall make available an appropriate room or facility for the class/workshop and shall be responsible for maintenance of such facilities.
- c) Department shall accept registration; collect fees, process refunds, market program through the Department's quarterly activity guide.

IV. Instructors are expected to conduct themselves in a professional manner with the public and staff. The City of Foster City has a zero tolerance harassment policy. This policy prohibits harassment or discrimination because of an individual's protected classification. Protected classification includes sex, race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age or sexual orientation. Harassment refers to behavior which is not welcomed, is personally offensive to the victim and a reasonable person, and interferes with the individual's ability to participate in a program, effectively carry out the duties of his/her position.

V. Should the Contractor default or fail in the performance of any provision of this agreement, violate the harassment policy, or be found to have misrepresented oneself in any way to the Department, program participants, or public this agreement may be immediately terminated by Department at its option by giving written notice thereof to Contractor, and Contractor will be compensated only for the part of the program satisfactorily completed prior to such termination. The determination of default or failure in performance on the part of Contractor lies in the sole discretion and judgment of the Department. If the Contractor terminates his/her services before completion of this activity without the consent and agreement of the Department, the Contractor will receive no compensation for services performed.

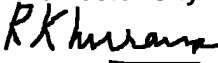
VI. The Department has the right to cancel this agreement for any justifiable reason (i.e., low class enrollments, facility space unavailable, or class cancellations in two consecutive quarters), with verbal notice to the Contractor, 10 days in advance of cancellation.

VII. Contractor shall indemnify, defend and save harmless the City of Foster City, the Foster City Parks and Recreation Department, their employees and officers from and against any and all claims, losses, damage, injury, and liability for damages arising from errors, omissions, negligent or wrongful acts of the Contractor in the performance of its services under this Agreement, regardless of whether the City has reviewed and/or approved the work or services which have given rise to the claim, loss, damage, injury or liability for damages.

- VIII. Contractor, in performance of the services provided hereunder, shall abide by all laws including those pertaining to fingerprinting laws, ordinances, and by all rules, regulations and policies adopted by Department thereto. The Department's Satisfaction Guarantee Policy must be read and signed by the Contractor.
- IX. Contractor understands and believes that these services are to be performed as an independent contractor and that nothing in this agreement shall be construed as making the Contractor an employee of the City of Foster City or the Foster City Parks and Recreation Department.
- X. Contractor shall not promote his/her business to participants registered in the City's programs.
- XI. Any commercial use of facilities where a fee will be charged to those attending must be approved by the Director of Parks & Recreation or his designee. No solicitations or sales presentations may be made on City Property.
- XII. I/we agree to allow use of my/our photograph for program publicity.

Special Notes: \_\_\_\_\_

**I have read the above and fully understand and agree to these policies. I also agree to abide by II.a and finger print any person employed by myself or Company that will be assisting in the teaching or coaching of any activity offered with the Foster City Parks and Recreation Department.**

Contractor's Signature:  Date: 05/24/2015

Contact Person for Class Information: KRITHA JALAKAM

Phone: Home: 510-573-2497 Work: 510-573-2497 Other: \_\_\_\_\_

E-mail Address: info@bayareadebateclub.com

Address: 45630 PARKMEADOW CT City: FREMONT Zip: 94539

The Department may give out my contact information to prospective or current class participants: (Check one)  
Phone Number: Yes ☒ No ☐ Email: Yes ☒ No ☐

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Approved By: Recreation Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_

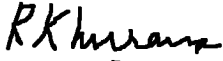
**DECLARATION OF CONTRACT INSTRUCTOR  
EMPLOYEE SAFETY**

I, RITU KHURANA, as a representative of BAY AREA DEBATE CLUB  
(your name) (organization's name)

declare the safety of our staff and promise that we do not now and never will hire staff who have been convicted of the following:

1. We do not now, and never will hire persons to teach our children's programs who have been convicted of violating the following crimes: Penal Code Section 262, 261, 261.5, 266, 266j, 267, 272, 273a, 273d, 273.5, 285, to 289, inclusive, 331.4, 311.10, 311.1, 314, 647.6, former Section 647a or subdivisions (a) or (d) of Section 647, or commitment as a mentally disordered sex offender under former Article I (commencing with Sections 6300) of chapter 2 or part 2 of Division 6 of the Welfare and Institutions Code.
2. We do not now, and never will hire persons to teach our children's programs who have been convicted, as a felony, or violating any of the following: Penal Code Sections 221 (Including finding that they used a dangerous weapon in the commission of a robbery), 217.1, Chapter 8 (commencing with Sections 236), Chapter 9 (commencing with Section 240), or any offense specified in subdivisions (c) of Sections 667.5.
3. Our employees have not had more than one misdemeanor conviction during the immediately preceding ten-year period, of any of the offenses specified in paragraph 2 of this declaration.
4. Our employees have never been disciplined or terminated from a job because of inappropriate behavior towards a person under the age of 18.

I under penalty of perjury under the laws of the State of California declare that the foregoing is true and correct, and that every action has been taken to ensure the safety of our employees who work with children under the age of 18.



\_\_\_\_\_  
(Signature)

05/24/2015

\_\_\_\_\_  
(Date)

RITU KHURANA/CEO FOUNDER  
(Print Name and Title)