



**TOWN OF PORTOLA VALLEY
765 PORTOLA ROAD
PORTOLA VALLEY, CA 94028
(650) 851-1700**

INSTRUCTOR/SERVICES AGREEMENT

A THIS AGREEMENT, is made and entered into by and between the Town of Portola Valley, a municipal corporation of the State of California, ("Town") and _____, ("Instructor"), whose contact information is Business Name & Address _____ Home Phone: _____ Work Phone: _____ Fax No.: _____ Email: _____

B. It is understood and agreed that Instructor, as an independent contractor to the Town, shall support the Town by conducting instructional services in the class(es) described below. Instructor shall conduct the class(es) as organized and scheduled by the Town for the benefit of the public and for the promotion of at least one of the charitable categories listed below. Instructor agrees to conduct such services based on the required student enrollment for each class as listed below under Min/Max. Along with this Agreement, Instructors shall submit to the Town a detailed description of the class(es). The Town reserves the right to cancel any class(es).

C. Class Details:

	Example	Class 1	Class 2	Class 3
Title	Yoga			
Dates	1/5/09-3/31/09			
Days	Tues./Thurs.			
Time	4:00-5:00 p.m.			
Ages	Adults			
Min/Max	5/20			
Recommended Fee	\$125 per Quarter			
Charitable Class (Please check all that apply)				
-- Culture				
-- Education	X			
-- Science				
-- Research				
-- Health	X			
-- Welfare				

D. Instructor acknowledges that there are competing demands for use of the Town's limited facilities and shall work cooperatively and in good faith with Town staff and others concerning room assignments, class schedules and other aspects of facility utilization.

- E. Class(es) shall be conducted at the following facility:_____.
The Town will provide storage space for course materials; however, Instructor shall insure that any items brought into the facility are removed at the conclusion of each class and the facility returned to the condition in which it was found. Instructor shall use his/her own supplies and equipment.
- F. Town shall provide a class schedule on the Town's website.
- G. As a benefit to the public, the class fees shall be moderate. The Town will collect all class fees and pay the Instructor 80% of the collected class fees. Instructor and the Town agree that Instructor's portion of the fee does not exceed an adequate compensation. Payment to instructors shall be made by the Town through the next available Town Council warrant list following finalization of the class/activity roster at the conclusion of the first two weeks of the class/activity.
- H. It is the Town's responsibility to collect payments due to the Town under the terms of this Agreement within 30 days after the date the first class is held for each class contemplated in this Agreement. Payment should be made out to "The Town of Portola Valley".
- I. Instructor and any assistant(s) are independent contractors of the Town. Instructor is not authorized to bind the Town to any contracts or other obligations in executing this Agreement. Instructor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the Town.
- J. Instructor shall indemnify, defend and hold harmless the Town, its officers, employees, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for personal injury or death, damage to or loss of property and any other damage and/or liability (including all costs and attorney's fees incurred in defending any claim, demand or cause of action) occasioned by, growing out of, arising, or resulting from (1) the performance of any services required herein to be performed by Instructor, or (2) any act or omission on the part of Instructor or any assistant(s) of Instructor. Instructor shall comply with all applicable Federal, State and local laws and ordinances, including, but not limited to unemployment insurance benefits, worker's compensation, and F. I. C. A. laws.
- K. Instructor shall procure and maintain insurance during the entire term of this Agreement against claims for injuries to persons or damages to property which in any way relate to, arise from, or are connected with the performance of this Agreement and any acts or omissions of Instructor. The Town will aid Instructor in obtaining insurance, if necessary. The aforementioned insurance policies shall meet the specifications listed in Exhibit A, unless waived in writing by the Town.
- I will provide insurance coverage that meets the Town's requirements
 - I would like the Town to assist me with insurance coverage
- L. Instructor represents and certifies that the Instructor and its class(es) are in full compliance with the Americans with Disabilities Act (ADA) of 1990.

- M. The Town may terminate this Agreement upon two (2) weeks (14 days) written notice.
- N. Instructor certifies that self-employment taxes relating to this Agreement have been paid.
- O. If Instructor will be providing instruction or services to persons less than 18 years of age, prior to commencement of any services, Instructor and all of Instructor's paid personnel shall submit a complete set of fingerprints to the Department of Justice along with authorizations to release a criminal history summary to the Town. The Town shall review all criminal history summaries before commencement of services and insure that no personnel pose a threat to the health, safety, or welfare of any participant.
- P. Instructor shall not solicit business in class or use the class roster or other information obtained in class to create a mailing list for any other business purpose.
- Q. In providing services pursuant to this Agreement, the Instructor shall not discriminate against any person on the grounds of race, sex, age, creed, color, religion, sexual orientation or national origin.

WITNESS THE EXECUTION HEREOF THIS__ day of _____, 20__.

INSTRUCTOR:

Printed Name

Signature of Instructor

FED TAX ID OR SS# _____

TOWN:

Brandi de Garneau
Assistant to the Town Manager



TOWN OF PORTOLA VALLEY

POLICY CONCERNING TOWN-SPONSORED CLASSES & ACTIVITIES CONDUCTED IN COMMUNITY HALL & ACTIVITY ROOMS

Adopted: December 2008

GENERAL POLICY STATEMENT

It shall be the policy of the Town of Portola Valley to offer Town-sponsored classes, lectures, programs and activities that are diverse and designed to enrich the lives of residents of all ages and backgrounds. The Town's objective shall be to generate social opportunities for people of all ages to interact with one another and in doing so, strengthen the bonds of friendship and community through shared interests, education and personal growth.

NEW CLASS/ACTIVITY PROPOSAL IDEAS

The Town shall continually seek to identify new classes/activities and programs that will be of interest to the community, and will endeavor to recruit instructors, speakers and activity leaders to offer such programs to the public.

The Town will utilize its website and employ other methods, such as periodic community surveys, in an effort to identify new activities and programs of interest to the community.

INSTRUCTORS

Independent Contractors

Instructors/leaders shall be deemed independent contractors and not employees of the Town.

The Town shall enter into Instructor/Services Agreements only with the individual(s) who will actually teach/lead the class/activity. No third-party agreements with any for-profit company or entity shall be approved.

Payment to Instructors

Instructors/leaders shall be paid 80% of the fees collected through registration for their respective class, with the Town retaining 20% for administrative and other costs. Payment to instructors shall be made by the Town through the next available Town Council warrant list following finalization of the class/activity roster at the conclusion of the first two weeks of the class/activity.

Fingerprinting

Pursuant to state law, all instructors/leaders and others who may be engaged to assist with classes/activities who will interact with minors must be fingerprinted for purposes of a background check prior to commencement of the interaction.

LiveScan forms must be obtained through the Town, together with information relative to location and fees required for the fingerprinting process. Only those instructors/leaders who pass the background check process will be permitted to instruct or lead activities on the Town's premises.

INSURANCE

Insurance coverage must be obtained for all classes/activities offered on the Town's premises. Instructors/leaders may provide evidence to the Town that they have secured insurance that meets the Town's requirements, and shall provide a certificate of insurance naming the Town as an additional insured.

In the event the instructor/leader has not secured the required insurance coverage, coverage may be arranged through the Town at reasonable rates. The costs of such insurance coverage shall be deducted from the instructor's/leader's payment for services.

SCHEDULING

Quarterly Scheduling

Classes and other activities will be scheduled utilizing four seasonal periods referred to as fall, winter, spring and summer quarters. These four periods will generally run as follows:

Fall – Twelve weeks commencing the middle to end of September*

Winter – Twelve weeks commencing the beginning to middle of January *

Spring – Eleven weeks commencing the beginning to middle of April*

Summer - Ten weeks commencing the middle to end of June*

*Please note: Classes/activities that are designed to be continuous in nature, such as physical fitness and other similar classes/activities may be extended to avoid lengthy breaks between sessions, with the prior approval of the Town Administrator or his/her designee.

NOTE: Staff believes an effort should be made to coordinate with the Portola Valley School District to ensure that consideration is given to periods of winter break/spring break and other school holidays. For this reason, the above schedule may fluctuate slightly.

Request for Placement on Schedule

Instructors/leaders requesting placement on the next quarter's schedule shall submit a fully completed Instructor Services Agreement (Attached as Exhibit "C") no later than eight (8) weeks prior to the commencement of classes for the quarter in which they wish to be placed on the schedule. The Agreement shall be accompanied by a short, one or two paragraph description of the class/activity and what the participant will learn or experience through participation. This description shall be developed for use in promoting the class or activity.

It should be noted that the Instructor Services Agreement requires that the instructor/leader make a recommendation of an appropriate fee to be charged participants in the class or activity. The Town Administrator or his/her designee reserves the right to adjust the fee if in his/her judgment it is inappropriately high or low. If such an adjustment is made, the instructor/leader may elect to not offer the class or activity.

In the event more than one Instructor Services Agreement for the same type of class or activity, or the same day/time/room have been received by the Town, Town staff shall review the information submitted and shall determine which class will best serve the needs of the community.

In making this determination, staff shall consider the following:

- Level of interest by Town residents in the subject matter
- Diversity of class offerings during the quarter in question
- Suitability of the space for the proposed activity
- History of use (i.e. leaving room in good condition, etc.)
- Qualifications of instructors
- Other objective criteria that can be relied upon to aid in the decision-making process

When requesting class/activity dates and times, instructors/leaders may be granted up to thirty (30) minutes prior to and thirty (30) minutes following each class/activity for set up and clean up. The set up and clean up time must be specified in the materials submitted to the Town when requesting placement on the schedule. If, given the nature of the activity, additional set up/clean up time may be required, the Town Administrator or his/her designee may grant additional time to the instructor in writing. Such additional time must be requested at the time the class proposal and Instructor Services Agreement are submitted to the Town.

PROMOTION OF CLASSES & ACTIVITIES

The Town shall promote classes and activities by posting class/activity information on its website (www.portolavalley.net), prepare a schedule of classes/activities and request that it be published in the Country Almanac, or as an alternative, mail the schedule to each household in Portola Valley. The Town may undertake additional efforts to promote full participation in classes/activities offered.

Information concerning Town-sponsored classes and activities shall also be provided to the Portola Valley Library in an effort to reach library users.

Instructors are encouraged to create promotional materials themselves designed to inform the public of the activity(s) offered. Such materials shall not be designed to promote any business entity or commercial enterprise, and shall be developed from the perspective of the Town. Any such materials that are developed by instructors must be approved by the Town staff prior to publication.

REGISTRATION

Portola Valley Resident – Priority Registration

Portola Valley Residents shall have priority in registering for classes. During the first two weeks of each registration period only Portola Valley residents (those residing within the Portola Valley School District boundaries) may register for classes/activities. Thereafter, residents from surrounding communities may register.

Registration Period

The registration period shall commence a minimum of three weeks prior to the first week of classes/activities and shall end no later than the end of the second week of the class or activity.

Registration Process

Registration shall be completed through Town staff at Town Hall. No instructor shall be authorized to accept registration forms or fees.

At the time of registration the class/activity participant or their parent/guardian shall complete and submit the registration form together with a check for any required fees. The check shall be held by the Town until the last day of the second week of classes, at which time it will be deposited into the Town's account, unless a refund has been requested in accordance with the Town's refund policy.

There shall be NO additions, adjustments, transfers or refunds in connection with any registration after the last day of the second week of classes. NO EXCEPTIONS.

REFUNDS

Refunds for class fees are available only through the second week of scheduled classes/activities.

A refund may only be obtained upon submitting a completed refund request to the Town indicating the name of the class/activity, the amount of fees paid and the reason the refund has been requested. Upon receipt of a timely submitted refund request, the check tendered at the time of registration shall be returned to the registrant seeking a refund.

The Town's refund policy shall be clearly stated on the registration form and included in information available on the Town's website.

CLASS SIZE / ROSTERS

The minimum number of participants in a class/activity for children shall be five (5), and the maximum shall be fifteen (15), unless otherwise approved by the Town Administrator or his/her designee in advance in writing.

Classes/activities for adults shall have a minimum of five (5) participants, with the maximum to be determined jointly by the instructor/leader and the Town Administrator or his/her designee, based upon the occupant load of the facility in which the activity will be conducted.

CANCELLATION DUE TO LOW ENROLLMENT

In the event registration for a class/activity does not result in the minimum number of participants, the class/activity will be cancelled for that quarter and all registration checks for the cancelled class shall be returned, uncashed.

CONDITION OF ROOM

The activity rooms have been designed to host classes/activities/events that are both limited in duration and portable in nature. Storage in the Community Hall building is extremely limited and is reserved for Town owned furnishings and equipment.

At the conclusion of each class/activity, it shall be the responsibility of the instructor/leader to ensure that the room is left in a neat condition that will allow for its use by others. All materials, equipment, props, decorations, specialized furnishings, etc. used in classes/activities shall be removed, counters wiped down, tables and chairs returned to the storage area. All trash or other debris shall be removed to the trash/recycling cans immediately outside the kitchen area, and if necessary, the floor shall be swept (a broom, dustpan are located in the storage area and appropriate cleaning supplies are available under the sink in each room).

Exceptions to this policy may only be made upon the advance **written** approval of the Town Administrator or his/her designee.

In the event an instructor/leader fails to render the Community Hall or any activity room usable by others, the Town Administrator or his/her designee shall document the condition of the room through photographs and a written description of the deficiency(ies). The Town may thereafter seek payment from the instructor/leader for the actual costs of cleaning or rendering the room usable by others. In cases where it is demonstrated that the instructor/leader has failed to leave the premises in usable condition, the Town Administrator or his/her designee may deny future requests to utilize the Town premises which may be submitted by the instructor/leader.

ADMINISTRATIVE RULES/REGULATIONS/POLICIES

The Town Administrator or his/her designee shall have authority to develop and implement administrative policies and procedures not in conflict with the policies stated herein to carry out administration of Town-sponsored classes and activities.

PROHIBITED ACTIVITIES

No sales of any kind are permitted on the Town's Community Hall premises.