

EXHIBIT A

CITY OF CULVER CITY

WITH: [Instructor Name](#)

FOR: [Blank Instruction](#)

SCOPE OF SERVICE

**PERFORMANCE OF DUTIES:** Contractor agrees to provide various \_\_\_\_\_ classes to participants of all ages, to the sole reasonable satisfaction of the City's Parks, Recreation and Community Services Director or his/her designee. Contractor shall (i) furnish services to City at such times and locations as are mutually agreeable to the parties, (ii) perform such instruction in a skillful and competent manner, (iii) shall abide by all laws in doing so, (iv) perform such other duties as are customarily performed by one holding such position in other similar businesses or enterprises as those engaged in by City and (v) maintain instruction area in a clean, safe and orderly manner

**EQUIPMENT AND LABOR:** Contractor shall furnish all tools, equipment, apparatus, supplies and materials unless otherwise mutually agreed by City. Contractor assumes all risk of loss, damage or harm to such equipment or materials arising in connection with this agreement. Contractor shall perform the services under this agreement in a skillful and competent manner and shall abide by all laws in doing so.

**SUBCONTRACTORS:** In the event a Contractor will not be able to teach class due to Contractor's illness, or some other reason beyond the control of Contractor, Contractor will implement the following procedure:

- A. Contractor will procure a substitute contractor equally or better qualified to instruct class at the prescribed time and place. Subcontractors must meet fingerprinting requirements according to Public Resources Code, Section 5164.
- B. Contractor will notify assigned designated staff regarding the substitute's name, qualifications, address and phone. Payment to subcontractor shall be the responsibility of Contractor.
- C. If a substitute cannot be procured, then the class will be canceled and a make up class added to the end of the session. Contractor will be responsible for notifying the students of the cancellation.

**SUPERVISION:** Contractor agrees to establish appropriate rules for conducting the class and to assume responsibility for student discipline to ensure adequate protection of students and facility.

**FACILITY:** Contractor agrees to assume full responsibility for setting up any facility for instruction and for cleaning and restoring the facility to its usual condition following each class session. City representatives shall at all times have access to facility, whenever class is in progress to monitor programs for quality.

**CONDUCT:** Contractor understands City is a public entity under its Charter and the Constitution of the State of California, and City's purpose in engaging Contractor is to provide its residents with recreational activities in a manner that will foster a sense of community, security, fun and fair play. Contractor agrees to conduct himself/herself in a manner that will further these goals. Contractor further acknowledges failure to do so will result in immediate termination of this Agreement.

**COORDINATION OF WORK:** Contractor agrees to coordinate with City's specified time(s) and date(s) in order to avoid conflict of use. It is agreed the resolution of any conflict is at the sole discretion of the City's Parks, Recreation and Community Services Director or his/her designee. Contractor agrees to work with assigned City staff to maintain accurate enrollment records.