



ADELANTO ELEMENTARY SCHOOL DISTRICT

11824 Air Expressway, Adelanto, CA. 92301

FACILITATOR AGREEMENT

REQ#: _____ PO#: _____

THIS AGREEMENT is entered into on _____, 20____, by and between the _____ (“DISTRICT”), and _____ (“CONTRACTOR”).

I. SERVICES TO BE PERFORMED BY CONTRACTOR

Type of Presentation and Topic: _____
Location of Presentation: _____
Date and Time of Presentation: _____
Compensation to Presenter: \$ _____ (_____ dollars and ____/100)

II. INDEPENDENT CONTRACTOR

CONTRACTOR will perform the above presentation as an independent contractor and not as an employee of the DISTRICT.

III. CONSIDERATION DUE FROM DISTRICT

DISTRICT shall pay CONTRACTOR as delineated in Section I above upon completion of presentation (or as otherwise indicated in Section I) and receipt of proper invoice from CONTRACTOR.

IV. LEGAL COMPLIANCE

CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to such work.

V. AMENDMENTS

This agreement may be amended by the mutual written consent of the parties.

VI. CANCELLATION OF PRESENTATION

Either party may cancel the presentation without penalty by providing written notice five (5) business days in advance of the scheduled presentation as shown in Section I, above.

VII. HOLD HARMLESS

To the maximum extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold the DISTRICT harmless against and from any and all claims, demands and liability for damage, loss or expense attributable to the injury or death of any person(s), injury to property, or any other alleged misconduct resulting from, arising out of, or in any way connected with the performance of the Agreement or of the work by CONTRACTOR or its officers, agents, employees or subcontractors. The CONTRACTOR shall reimburse the DISTRICT for all damages, expenses and losses incurred by the DISTRICT as a consequence of any claim, demand, or cause of action that may be brought against the DISTRICT resulting from, arising out of, or in any way connected with the performance by CONTRACTOR or its officers, agents, employees or subcontractors, including disputes between CONTRACTOR and its subcontractor(s). This indemnity shall be in addition to any other indemnification provisions contained in the Agreement and shall survive termination of the Agreement. Nothing in the Agreement shall be construed or deemed to impose on the CONTRACTOR, or to relieve the DISTRICT from, liability for the active or sole negligence or willful misconduct of the DISTRICT, or the DISTRICT’s agents, servants, or independent contractors (collectively, “DISTRICT’s Agents”) who are directly responsible to the DISTRICT, or for defects in design furnished by the DISTRICT or the DISTRICT’s Agents.

VIII. FINGERPRINTING REQUIREMENTS

This Agreement is subject to the provisions of Education Code Section 45125.1. The CONTRACTOR hereby certifies to the DISTRICT’S governing board that it has completed the criminal background check and that none of its employees who may come into contact with DISTRICT students have been convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c). DISTRICT may request the removal of a CONTRACTOR employee from a DISTRICT site at any time. Failure to comply with this provision may result in termination of this Agreement.

IX. INSURANCE

CONTRACTOR shall maintain adequate insurance to protect it from claims under Workers’ Compensation and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the Agreement or self-insure for his or her services. The CONTRACTOR will be required to file with the DISTRICT certificates of insurance naming the Adelanto Elementary School District & Southern California Schools Risk Management as “Additional Insured”. Failure to furnish such evidence, if required, may be considered a default by the CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Adelanto Elementary School District:

Contractor:

By: _____

Address: _____

Title: _____

Telephone: () _____

Date: _____

Contractor Signature

Date Social Security No./ Tax Identification Number