

**DESERT SANDS UNIFIED SCHOOL DISTRICT
PUBLIC SPEAKING SERVICES AGREEMENT**

This **PUBLIC SPEAKING SERVICES AGREEMENT** for the personal services of an individual to speak at the event to be described below is made between Desert Sands Unified School District (hereinafter called the District) and the undersigned PUBLIC SPEAKER, hereinafter called the "Speaker", for the personal services of the Speaker.

1. EVENT DESCRIPTION: _____

Date(s) _____ Time(s) _____

Event Location: _____

2. SPEAKER NAME: _____

Mailing Address: _____

Email Address: _____

Cell Phone Number: _____

3. DISTRICT CONTACT: _____

Site/Department: _____

Phone/FAX: _____

Email Address: _____

4. COMPENSATION is: Fee/Honorarium

Lodging

Meals

Transportation

Other

TOTAL COMPENSATION: \$ _____

5. PAYMENT: All payments will be in form of a check issued by the District and will be payable to Speaker as indicated above.

6. INDEPENDENT CONTRACTOR:

Speaker, in the performance of this Agreement, shall be and act as an independent contractor. Speaker understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Speaker shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Speaker's employees.

7. INDEMNIFICATION:

To the furthest extent permitted by California law, Speaker shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, bodily injury, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Speaker in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Speaker proposes to defend the indemnified parties.

8. INSURANCE*:

Speaker shall maintain in force at all times during the performance of this Agreement, the following insurance policies evidencing coverage during the entire term of the Agreement. All insurance policies shall name and be endorsed to name, the Desert Sands Unified School District as additional insured for the purpose of this agreement.

Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance, with minimum limits of one million dollars (\$1,000,000.00) for each occurrence for bodily injury, death, loss or property damage, and General Aggregate, with minimum limits of two million dollars (\$2,000,000.00) for each occurrence, for services, products and any and all other activities undertaken by the SPEAKER in the performance of this Agreement. The Commercial General Liability Insurance policy shall contain an endorsement naming the Desert Sands Unified School District, as an additional insured.

Automobile Liability. Automobile Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) for each occurrence.

Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance for the Speaker's employees or agents as required by the State of California (Sole Proprietor's excluded). (Labor Code 3700).

Employer's Liability. Employer's Liability Insurance with minimum limits of one million (\$1,000,000.00). (Sole Proprietor's excluded).

Professional Liability (Errors and Omissions). Professional Liability (Errors and Omissions) Insurance as appropriate to the Speaker's profession.

**May be waived or limits decreased/increased as approved by Assistant Superintendent or their designee.*

9. POST-RETIREMENT EMPLOYMENT

Earning Limitation for STRS Retirees. The post-retirement earnings limitation for STRS retirees performing creditable service, shall be in accordance with the California Education Code Section 2119.5. Compensation in excess of the limitation will result in reduction in the retirement allowance by the amount of compensation that exceeds the earnings limitation.

Speaker shall hold the District harmless of any loss of retirement income due to the change in his/hers exemption status as determined by CalSTRS.

Hour Limitation for CalPERS Retirees. For CalPERS retirees the total hours worked during the fiscal year shall not exceed 960 hours. Hours worked in excess can result in mandatory reinstatement from retirement.

It is the sole obligation of the Speaker to ensure that the total sum of the hours worked or amount earned does not exceed the allowable amounts.

10. CALIFORNIA LAW

This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California County in which the District's administration offices are located.

11. CANCELLATIONS:

- (a) Either party may cancel this Speaker Agreement without obligation to the other if cancellation notice is received in written form at least 30 days before appearance date.
- (b) If, due to illness, accident, or other causes legally known as Acts of God, Speaker is forced to cancel a Speaker Agreement, neither party, nor any representative shall be liable for any payment.

12. MISCELLANEOUS:

- (a) Speaker grants to District a non-exclusive license to use Speaker's presentation and handout materials (collectively "Speaker Property") in any manner District deems appropriate including, but not limited to, the reproduction, distribution, creation of derivative works, and display on the internet of Speaker Property.
- (b) The Speaker is solely responsible for payment of royalty fees, and/or dramatic rights and dramatic musical works and/or performance fees, fees required by unions and similar organizations, and similar costs. The Speaker shall indemnify the District against any liability or damages, including attorney fees, which may arise as a result of violation by Speaker of copyright laws.
- (c) In connection with the performance of work under this Speaker Agreement, the Speaker agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin. The Speaker further agrees to take affirmative action to ensure equal employment opportunities. The Speaker agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
- (d) Details and manner of speech are under the control of the Speaker. However, District has the right to direct Speaker to discontinue any activity constituting violation of District policy, as well as any federal, state, or local laws.
- (e) Anticipated starting times specified in the Speaker Agreement, subject to minor modifications because of unanticipated occurrences, are of the essence and hence, Speaker is required to be at place of performance a sufficient period of time prior to schedule time of commencement so as to permit timely presentations.
- (f) Copyright/Trademark/Patent. Speaker warrants that he/she is the sole owner of the presentation materials and/or has full power and authority to make this Agreement; that the presentation materials do not infringe any copyright, trademark or patent, violate any property rights, or contain any scandalous, libelous, or unlawful matter. Speaker will defend, indemnify, and hold harmless the District against all claims, suits, costs, damages, and expenses that the District may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the presentation materials or any infringement or violation by the presentation materials of any copyright, trademark or property right.

13. ENTIRE AGREEMENT AND NOTICE

- (a) This Speaker Agreement and Purchase Order (if applicable) constitutes the entire agreement between the parties.
- (b) Any requirements that District comply with terms, provisions, or directions of any agreements, indentures, declarations of trust, etc., shall only be binding if the specific terms of the same are made known to and agreed to by District, in writing by the persons listed below, in advance of the Speaker Agreement execution or are made part of this Speaker Agreement prior to the signing of the Speaker Agreement by the District.
- (c) This Agreement may be modified or amended in writing signed by authorized signatories of the Speaker and District

14. EXECUTED AGREEMENT SIGNATURE: This Speaker Agreement shall be binding upon the parties hereto, their successors and assigns, upon due execution by both parties. The undersigned represents that he/she is a representative authorized to sign on behalf of the Speaker and to enter into this Speaker Agreement.

The parties have agreed to and executed this Speaker Agreement as of the dates indicated below:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Desert Sands Unified School District:

Speaker:

Date: _____

Date: _____

By: _____

By: _____

Print Name: Jordan Aquino

Print Name: _____

Title: Assistant Superintendent, Business Services

Title: _____

*Section 8 **INSURANCE** has been waived, decreased, or increased by the District as follows: (Initial subject section)

_____ General Liability Insurance: _____

_____ Automobile Liability Insurance: _____

_____ Workers' Compensation & Employer's Liability Insurance: _____

_____ Professional Liability Insurance: _____

District Signature

District Title