

Columbia College

ADJUNCT FACILITATOR COURSE CONTRACT

(To be used for incorporated companies, partnerships, and certified proprietorships on a contract for instructional services.)

NOTE:	Clarification of Terms
Must; Shall; Will:	These words or phrases indicate actions or activities that are <i>essential</i> or <i>mandatory</i> .
Should:	This word implies that it is highly desirable to perform certain actions or activities, but not essential or mandatory.
May or Could; Can:	These words imply freedom or liberty to follow an alternative to the action or activity being presented in a document.

Individual Providing Service: _____ Business Name (if applicable): _____

Social Insurance Number (T4A purposes) _____ CRA Account Number (if applicable) _____

Address: _____ Postal Code: _____

Telephone/Cell: _____ E-Mail Address: _____ GST Registration # _____

This Agreement confirms the terms of your engagement as an adjunct contract facilitator to provide facilitation and other services in accordance with Columbia College's course requirements and curriculum for the following course(s):

PROGRAM	COURSE TITLE AND NUMBER	START DATE	END DATE	NO. OF WEEKS	RATE/HOUR <small>See note below</small>	TOTAL HOURS	TOTAL AMOUNT

TERMS AND CONDITIONS

The contractor shall provide facilitation services in a manner consistent with Columbia's Facilitator Handbook and determined in consultation with the appropriate department within the policies, guidelines and responsibilities detailed for facilitators at Columbia College. This agreement will expire upon completion of all work associated with your duties and responsibilities for the term detailed above.

Payment will be processed within 30 days upon completion of the requirements for facilitating the course.

SUBTOTAL:	
GST:	
TOTAL PAYMENT:	

Note: The hourly rate will be based on the Professional Program Adjunct Facilitators sliding salary grid. The student enrolment numbers will be based on the official class list from the Registrar's Office on the start date of the course.

The College retains the right to cancel this contract due to unforeseen circumstances such as low enrolment, up to five weeks prior to the course start date. A prorated payment will be made if the cancellation notice is less than 5 weeks.

As an adjunct facilitator, no deductions (Income Tax, CPP, EI) will be made. Adjunct Facilitators are not eligible for vacation pay or other benefits. Nothing in this Agreement shall create an employee-employer relationship.

In addition to Columbia's Facilitator Handbook and Policies, the Following Terms Will Govern this Agreement:

1. Columbia College shall not be liable to you for any expenses incurred by you nor will you have authority to bind Columbia College by any promise or representation, unless specifically authorized in advance and in writing by an officer of Columbia College.
2. Columbia College shall not be liable nor responsible for any bodily or personal injury or property damage of any kind or nature whatsoever, that may be suffered or sustained by you or your employees or agents in the performance of this Agreement, except to the extent that such injury or damage is due to the negligence of Columbia College, its employees or agents.
3. You shall indemnify and hold harmless Columbia College, its employees and agents against any and all losses, costs, damages, claims, actions or causes of action, interest and all liabilities of whatsoever kind or nature, including fees and disbursements of legal counsel which Columbia College may sustain or incur by reason of any acts of omissions by you in the performance of this Agreement and any steps that are taken in regard to the enforcement of this Agreement.
4. This indemnification shall survive the termination of this Agreement.
5. As an Adjunct Facilitator, you will not be covered under the Columbia General Liability Insurance. It is recommended to insure your operations under a Comprehensive or Commercial General Liability, in accordance with the Alberta Insurance Act, in an amount not less than \$1,000,000 per occurrence. Insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include a blanket contractual liability and name Columbia College as an Additional Insured with respect to the work performed on its behalf and provide Columbia College with 30 days notice of cancellation or material change in risk.

Adjunct Facilitator Declaration of Compliance with Clause 5 (Insurance Coverage):

- () Yes
- () No. (For Contractors who cannot comply with the noted insurance requirements at this time, Columbia College will only provide insurance coverage for the scope of the work as outlined in this Agreement. Therefore, no implied insurance coverage is provided by Columbia College outside of this Agreement.)

Signed: _____ Date: _____

7. Columbia College reserves the right to terminate your engagement at any time for any reason whatsoever but in so terminating, agrees to pay you on a pro-rata basis relative to the instruction rendered to the date of termination.
8. Requests for copying and reproducing services will be accepted on the basis that you have complied with Canadian copyright law. You will ensure that where materials are copied for the purpose of this Agreement, permission to copy has been obtained from the copyright owner, where appropriate. You will also agree to accept liability for any copyright infringement and will indemnify Columbia College against all liability, claims, damages and costs arising due to a breach of this provision.
9. Columbia College has the right to refuse subcontracting of this contract.
10. Any patents, copyrights or materials developed under this Agreement will belong to Columbia College.
11. It is clearly understood that as the Contractor, you are hired as a Facilitator, and you are being paid a total amount. This total includes such out of class activities as prep time, marking of assignments, counselling, and tutoring students.
12. At the option of Columbia, or request of the Contractor, a performance review of the Contractor will take place at a date and time determined by Columbia.
13. If this Agreement replaces the existing Agreement before its original termination date then please circle **YES OR NO**. If yes, please state:
 * What are the dates on the current Agreement that will be cancelled when this Agreement is signed? _____ to _____
14. This contract may not be modified in any way except in writing, signed by both parties. There are no other terms or conditions, other than as set out below:

15. The Contractor agrees to return all of Columbia's property including: keys, materials, supplies and resources at the end date noted above, or date of early termination.
16. Prior to signing this Agreement it is required that the Facilitator acknowledge the following:
 * The facilitator has received, reviewed, and will adhere to their responsibilities outlined in the position description they received (Yes/No)
 * The facilitator has received, reviewed, and will adhere to the material contained within and related to the Facilitator Handbook. (Yes/No)
17. For the purpose of increasing public awareness of Columbia College, I understand that the College may, from time to time, capture my image on photos and/or videos at the College or at various College events/activities and that these photos/videos may be used to promote the College. Promotional activities may include Columbia College: newspaper advertising, newsletters, website, yearly academic calendar, etc. If I find myself in a situation where photos and/or videos are being taken and I do not wish to participate, I may remove myself from said situation.
18. Banking Information (Void cheque) is attached (Yes/No) or has it previously been provided (Yes/No)

Please sign below, signifying your understanding and acceptance of this Agreement.

Signed this _____ day of _____ (month) _____ (Year)

 FACILITATOR

 DEPARTMENT CHAIR

 PRESIDENT OR DESIGNATE

Must be completed after completion of course for payment to be processed:

- () Student Final Marks submitted
- () Facilitator Plan of Action Completed

Department Chair Signature _____ **Date:** _____