



CAJON VALLEY UNION SCHOOL DISTRICT Independent Contractor Agreement (ICA)

A-27
(Rev. 08/19)
ICA

This agreement is hereby entered into between **Cajon Valley Union School District, P.O. Box 1007, El Cajon, CA 92022**, hereinafter referred to as "District," and

Ron Cook, dba Ron Cook Media

Contractor Name

	<u>Lakeside</u>	<u>CA</u>	<u>92040</u>
Mailing Address	City	State	Zip code

herein after referred to as "Contractor".

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other specialized services/matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis.

NOW, THEREFORE, the parties agree as follows:

1. Services to be Provided by Contractor (attach additional pages if necessary):

Videography Services to be provided on an as-needed basis through December 31, 2019.

2. For Site/Department: Superintendent Office and Various School Sites/Departments

Site/Department Contact Person: David Miyashiro Phone #: 619-588-3006

Administrator Approval Signature: _____

Funding Source/Budget: One-time funds and/or ASA Grant funds depending on type of video

3. **Term.** Contractor shall commence providing services under this Agreement on 8/28/2019, and will diligently perform as required and complete performance by 12/31/2019.

4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee of up to forty thousand dollars (\$ 40,000.00). District shall pay Contractor according to the following terms and conditions: Net 30 days after completion of services or after receipt of invoice(s), whichever is later. No payment will be made without receipt of invoice.

5. **Expenses.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows (expenses must be specific; itemized receipts are required for reimbursement):
None
-
6. **Precedence of Agreement Over Exhibits.** Should there be any ambiguity or inconsistency between any exhibits to this Agreement and the terms of this Agreement, the terms of this Agreement take precedence.
7. **Standard of Performance.** Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by District, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
8. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees he/she and all of his/her employees shall not be considered officers, employees, or agents 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 Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.
9. **Taxes.** Contractor acknowledges and agrees it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
10. **Reporting:** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with general and currently accepted principles and practices of his/her profession.
11. **Originality of Services.** Contractor agrees all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other sources, except that submitted to Contractor by District as a basis for such services.
12. **Confidentiality and Use of Information.**
- a. Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public records/documentation.

- b. Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

13. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.
14. **Works for Hire/Copyright/Trademark/Patent.** Contractor understands and agrees all matters produced under this Agreement shall be works for hire and shall become the sole property of the District and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
15. **Termination.**

Termination for Convenience: At any time and without need for cause, the District may terminate this Agreement by delivering ten (10) days written notice of termination to the Contractor. The Contractor shall be deemed to have received written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 26, whichever occurs first. The termination shall take effect upon the date specified in the written notice. As of the effective date of the termination, the Contractor shall cease all work pursuant to this Agreement. The District and the Contractor expressly agree, in the event of termination for convenience, the District will be required to compensate the Contractor only for services satisfactorily rendered prior to the effective date of termination.

Termination for Cause: At any time it believes it has sufficient cause the District may deliver written notice to the Contractor of the District's intent to terminate this Agreement for cause. The Contractor shall be deemed to have received the written notice either upon actual receipt or five (5) days after the District mails the notice to the address of the Contractor specified in Section 27, whichever occurs first. The written notice shall set forth in reasonable detail the cause(s) underlying the District's intent to terminate this Agreement. Sufficient cause for termination shall include: (a) any material breach of this Agreement by the Contractor, including any failure by Contractor to reasonably perform its obligations pursuant to this Agreement; (b) any act by Contractor exposing the District to liability for, or resulting in District liability for, personal injury or property damage; (c) any act by Contractor exposing the District to liability for, or resulting in District liability for, fraudulent or other wrongful acts; and (d) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency. This Agreement shall terminate ten (10) days after receipt by the Contractor of the written notice, unless Contractor has corrected or eliminated the matters forming the cause(s) for termination and provided evidence thereof satisfactory to the District, or Contractor has made arrangements for the correction or elimination of such matters satisfactory to the District. In the event of such termination for cause, all work and services of the Contractor provided prior to the termination shall be the property of the District, and the District may complete the services required under this Agreement by any other means the District determines reasonable. The Contract shall

be liable for all damages incurred by the District as a result of the Contractor's breach of its obligations pursuant to this Agreement, acts exposing the District to liability, and/or acts resulting in District liability. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

16. **Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the District and its officers, agents and employees from and against every claim, demand, action, damage, loss, cost, expense and other liability of any nature whatsoever arising, in connection with or as a consequence of the performance of this Agreement, from: (i) the injury (including death) of any person and/or the damage, loss or theft of any property attributable in whole or in part to acts or omissions of the Contractor or any contractor, consultant, employee or agent of the Contractor (each a "Contractor Agent"); (ii) the failure of the Contractor or any Contractor Agent to reasonably perform the obligations of the Contractor pursuant to this Agreement; and (iii) the furnishing or use by the Contractor or any Contractor Agent of any copyrighted or un-copyrighted material or patented or un-patented invention or item. Notwithstanding the foregoing, the Contractor shall not be liable pursuant to this Section to the extent liability results from the sole negligence or willful misconduct of the District or its officers, employees or agents.
17. **Insurance.** Contractor shall obtain and maintain insurance policies during the term of this Agreement with the following minimum limits:

Automobile Insurance:

Will Contractor operate a commercial vehicle on District property in the performance of this contract?

Yes ☐

No ☒

For personal transportation vehicles that are driven onto and parked on School or District property, minimum requirements for private passenger vehicles:

\$100,000 per occurrence / \$300,000 combined single limit for bodily injury and property damage

For commercial vehicles that are used to provide services:

\$1,000,000 per occurrence / \$3,000,000 general aggregate

General Liability: \$1,000,000 per occurrence; \$3,000,000 general aggregate

Sexual Abuse / Molestation (may be included under general liability):

\$1,000,000 per occurrence; \$2,000,000 general aggregate

Professional liability: If professional services will be provided, \$1,000,000 per occurrence; \$2,000,000 aggregate against liability or claims of liability including claims for products and completed operation which may arise out of this contract.

Worker's Compensation Insurance. Proof of Workers' Compensation coverage with statutory limits is required if the vendor/consultant has employees.

Prior to commencement of work on this Agreement, Contractor shall provide to the District certificate(s) of insurance evidencing the required insurance coverage. **The Cajon Valley Union School District, its officers, Board Members, employees and agents must be named as additional insured by separate insurance policy endorsement.** Contractor shall provide a primary and noncontributory endorsement (commercial general liability only) favoring the District. Contractor shall provide a policy endorsement with a 30-day insurance policy notice of cancellation.

Minimum Insurance Requirements: Contractor shall obtain and maintain the insurance coverages and limits as specified for the duration of the contract. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should Contractor maintain insurance policies with coverage and limits of liability that exceed these minimum coverage and limit requirements that are broader than as outlined, those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement.

18. **California Labor Code Requirements.**

- a. Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” or “maintenance” projects. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws, if applicable. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.
- b. If the services are being performed as part of an applicable “public works” or “maintenance” project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations (“DIR”). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

19. **Pupil Safety Provisions.** To comply with Education Code section 45125.1, site or department administrator shall complete the “Pupil Safety Provisions” below, certifying the level of contact the Contractor is expected to have with District pupils.

Greater than limited contact as defined by District: In determining a contract employee has more than limited contact with pupils, the District considers the following circumstances:

- The contractor will be on school grounds for more than a limited length of time, or on numerous occasions.
- Pupils will be in proximity to the site where the contractor will be working.
- The contractor will be working by himself or herself, without other school employee’s supervision.

☒ District has determined **limited contact** with pupils may occur under the terms of this contract. In lieu of fingerprinting, a District employee will provide supervision at all times the Contractor has contact with pupils.

☐ District has determined there will be no contact with pupils under the terms of the contract.

☐ District has determined **greater than limited contact** with students may occur under the terms of this contract. Fingerprinting and certification will be required of the contractor. No work may take place until the requirements of Education Code section 45125 have been met. (If this option is selected, Attachment A must be completed and signed by Contractor.)

The above determination is made by:

Name: David Miyashiro Signature: _____ Date: 8/20/2019
Site or Department Administrator Name and Signature

20. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
21. **Compliance with Applicable Laws.** The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
22. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
23. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
24. **Entire Agreement/Amendment.** This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
25. **Nondiscrimination in Employment.** Contractor agrees they will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
26. **Non-waiver.** The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
27. **Administrator of Agreement.** This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:
District Address: CVUSD Purchasing Director, P.O. Box 1007, El Cajon CA 92022-1007
Contractor Address: _____ Lakeside _____ CA _____ 92040
28. **Notice.** All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
29. **Severability.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
30. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
31. **Warranty of Authority.** Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this _____ day of _____, _____.

CAJON VALLEY UNION SCHOOL DISTRICT

CONTRACTOR

Signature of District Authorized Agent

Signature of Authorized Agent

Sharon Clay
Typed or Printed Name

Typed or Printed Name

Director, Purchasing and Logistics
Title

(Area Code) Telephone Number

Board Approval Date: _____

E-Mail Address

****No services may begin prior to receipt of fully executed contract with purchase order as authorization to proceed.**