

ANTIOCH UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made between Antioch Unified School District, 510 G Street, Antioch, CA 94509, hereinafter referred to as the DISTRICT, and the following named service provider hereinafter referred to as VENDOR:

BUSINESS NAME: Mike & Mike Media

ADDRESS: 505 W. 2nd Street, Suite B

MAILING ADDRESS: (if different than above)

CITY: Antioch

STATE: CA

ZIP: 94509

PHONE: (925) 308-6244

FAX:

FEDERAL TAX I.D. OR SOCIAL SECURITY NUMBER: 82-2829023

1. TERM AND TERMINATION

This Agreement is effective on **10/26/2017** and terminates on **06/30/2018** or upon completion of services, whichever occurs first. This Agreement may be terminated by DISTRICT upon thirty (30) days written notice to VENDOR or by mutual written consent of both parties.

Either party may terminate this Agreement due to a material breach of this Agreement by the other party if such material breach remains uncured for a period of thirty (30) days following receipt of written notice by the breaching party. However, this Agreement may not be terminated at the end of the thirty-day period if the failure stated in the notice cannot be corrected within the thirty-day period, and the breaching party has commenced cure and diligently pursues such cure until corrected.

VENDOR shall not undertake any work under this Agreement until this Agreement is reviewed and approved by the DISTRICT's Associate Superintendent of Business & Operations or his/her designee, and VENDOR is in receipt of a signed Agreement.

2. SUBCONTRACT OR ASSIGNMENT

Neither party shall assign, delegate or subcontract any part of this Agreement without the written consent of the other party.

3. INTERPRETATION

In the event of any conflict or inconsistency between VENDOR'S agreement or documents and this ANTIOCH UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT, the ANTIOCH UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT shall prevail and be the Master Agreement and supersedes all other agreements or contract language.

4. INDEPENDENT CONTRACTOR STATUS

In the performance of the services to be provided, VENDOR is an independent contractor with the authority to control and direct the performance of the details of the work, and this Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. VENDOR understands and agrees that it and all of its employees are not employees of the DISTRICT and are not entitled to benefits to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, vacation or sick pay.

ANTIOCH UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT

5. TAX REPORTING/PAYMENT

VENDOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including, but not limited to, Unemployment Insurance, Social Security and Income Taxes with respect to VENDOR'S employees. The DISTRICT shall provide VENDOR an annual statement of compensation on the appropriate federal and state forms (1099).

6. REGULATIONS

VENDOR shall comply with all federal, state, and local laws, ordinances, regulations, permit requirements, and Board of Trustees policies and regulations in performance of this Agreement, including as set forth herein at Paragraph 7.

7. FINGERPRINTING AND CRIMINAL RECORDS CHECK

DISTRICT requires any VENDOR employee who may come into contact with students to be fingerprinted and be subject to a background check by the California Department of Justice ("DOJ") in accordance with Education Code §45125.1. All employees of VENDOR who may come into contact with students must be fingerprinted by DISTRICT's designated fingerprint provider, the identification and specifics of which shall be provided to VENDOR by the DISTRICT's Associate Superintendent of Business & Operations or his/her designee. VENDOR shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the DOJ and the completion of criminal background investigations of the VENDOR and/or its employees and must provide written verification of fingerprint clearance from the DOJ to the DISTRICT's Board of Education. No employee of VENDOR is permitted to enter onto a DISTRICT site where he/she may come into contact with students until such employee has been subject to fingerprinting and background check by the DOJ and VENDOR has verified in writing that such employee(s) has not been convicted of a serious or violent felony, as defined in Education Code §45122.1, or sex offense, as defined in Education Code §45123, or DISTRICT has indicated on Page 2 of this Agreement that VENDOR is exempt from compliance. **All personnel employed by VENDOR who do not have fingerprint clearance must supervised by the VENDOR while on a school site and must be accompanied by a certificated employee of the DISTRICT at all times when in contact with students. VENDOR shall not permit employees to work on DISTRICT sites until they have been fingerprinted and completed a background check, unless the employee complies with the requirement to be supervised by VENDOR and accompanied by a DISTRICT certificated employee when in contract with students at all times while on DISTRICT sites. All VENDOR personnel must check in at school office prior to delivery of services and check out at school office when delivery of services is concluded.** DISTRICT retains authority to remove any VENDOR employee from DISTRICT site upon the determination that he/she has not complied with this fingerprinting and background check requirement, or has been convicted of a violent or serious felony, as defined in Education Code §45122.1. VENDOR must notify DISTRICT immediately if an employee who is working on DISTRICT site has left the employment of VENDOR. VENDOR must give DISTRICT three (3) days advance notice if it intends to substitute any employee on DISTRICT's site. VENDOR must notify the DISTRICT immediately if VENDOR learns that an employee working on a DISTRICT site has been convicted of a serious or violent felony, or sex offense. Failure to provide notice as required above may result in cancellation of this Agreement by DISTRICT and further legal action by the District where applicable.

Principal or Department Administrator's recommendation for approval of Agreement and by checking the box this VENDOR is exempt from fingerprinting and will be accompanied by a certificated employee at all times when in contact with students.

Principal or Department Administrator's recommendation for approval of Agreement and by checking the box this VENDOR is not exempt from fingerprinting and criminal records check for purpose of this Agreement.

Signature _____

Stephanie Anello, Superintendent

Date: 10/17/17

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8. GOVERNING LAW

This Agreement shall be governed under the laws of the State of California. VENDOR hereby consents to the jurisdiction of the state or federal courts of Contra Costa County, California.

9. MISCELLANEOUS

This Agreement contains the entire agreement between DISTRICT and VENDOR and supersedes any and all prior discussions, understandings, and negotiations, whether oral or in writing. This Agreement may not be modified or amended unless in writing and signed by both parties.

10. INSURANCE AND INDEMNIFICATION

VENDOR agrees to defend, indemnify, and hold harmless the DISTRICT, its Board of Education, officers, employees and agents, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments, liabilities and judgments, including attorneys fees, arising from personal or bodily injuries, property damage or otherwise, regardless of and however caused that may arise for any reason from VENDOR'S performance of this Agreement.

VENDOR must keep in full force and effect a policy or policies of Workers' Compensation Insurance in the amount or amounts required by applicable law.

During the term of this Agreement, VENDOR shall keep in full force and effect a policy or policies of liability insurance from a California licensed insurer acceptable to DISTRICT and shall provide DISTRICT with a Certificate(s) of Liability Insurance with a minimum of \$1 Million Dollars General Liability coverage, a minimum of \$1 Million Dollars Automobile Liability coverage, and a minimum of \$2 Million Dollars Professional Liability coverage. High risk activities may require additional coverage as determined by the District. Certificate Holder is Antioch Unified School District. VENDOR shall also provide an Additional Insured Endorsement, naming Antioch Unified School District as Additional Insured. These certificates shall contain a provision that coverage afforded under the policy will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been delivered to the DISTRICT.

Insurance Exempt: _____ Must be approved by the Superintendent or Associate Superintendent of Business & Operations or his/her designee.

11. DESCRIPTION OF SERVICES (SCOPE OF WORK)

VENDOR shall supply all required payment and performance bonds and shall pay employees applicable prevailing wages in accordance with state and federal law where required. VENDOR shall furnish, at its own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement. VENDOR shall provide the following services to DISTRICT:

Vendor shall provide freelance photography, videography and original feature and news stories related to AUSD events, etc.

(Additional pages may be added and shall be marked Exhibit "A" and are incorporated herein by this reference.)

12. COMPENSATION

DISTRICT agrees to pay VENDOR for services rendered upon VENDOR submitting an invoice and completed IRS Form W-9 and after obtaining originator's verification that services have been performed. Payment shall be made as follows:

Partial Payments (must be specified): Compensation shall be based upon a fee for service mode
 Payment in Full

TOTAL AMOUNT DUE: \$ See Attached Fee Schedule

ANTIOCH UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT

VENDOR's current pricing schedule is marked as Exhibit "B" and attached hereto and incorporated herein by this reference. VENDOR shall provide DISTRICT at least thirty (30) days' prior written notice of any price increases during the term of this Agreement.

13. DELIVERIES

VENDOR will provide DISTRICT a complete supply of _____ during the term of this Agreement and shall deliver such goods in a timely manner every _____ and in good and sanitary condition. VENDOR shall provide DISTRICT a minimum of forty-eight (48) hours advance notice of any modifications to the delivery schedule. If changes by VENDOR are not satisfactory to DISTRICT, DISTRICT may notify VENDOR. If VENDOR is unable to implement DISTRICT's requested changes within forty-eight (48) hours, DISTRICT may cancel this Agreement at no additional cost and with no penalty to the DISTRICT.

DISTRICT agrees that its designated representative shall have the authority to request changes to the quantity and frequency of goods ordered and delivered to the DISTRICT or its designated locations. The DISTRICT's designated representative is the Associate Superintendent of Business & Operations or his/her designee.

Check box if this is a *services* contract and this section is *not* applicable.

14. OWNERSHIP OF DESIGNS AND PLANS

VENDOR agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items prepared or produced during the course of this Agreement and arising from the services rendered (see Paragraph 11 above) shall be owned by and assigned to DISTRICT as its sole and exclusive property. VENDOR may use content in other publications and in own marketing but may not sell content to other publications, etc. VENDOR can only use once published by the DISTRICT.

15. COMPLETION

The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision, in a manner consistent with VENDOR's status as an independent contractor, to secure the satisfactory completion thereof. Work must be completed in a good and workman like manner in accordance with the generally accepted standard of care in the industry.

16. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby, except where enforcement is inconsistent with the parties' intent.

17. RELEASE, DISCHARGE OR WAIVER; CANCELLATION

No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

DISTRICT may elect to cancel this Agreement at its convenience with sixty (60) days notice to VENDOR. Payment shall be made only for goods and services supplied up to the date of notification of cancellation. Any overpayment by the DISTRICT shall be returned to the DISTRICT within thirty (30) days of notification of cancellation.

18. EXECUTION IN COUNTERPARTS

This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same agreement.

ANTIOCH UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT

This contract must meet the provisions of Board Policy 3310, 3311, Board Policy/Administrative Rule 3312, 3340 and Board Policy 9421 in order to be valid or binding against the DISTRICT.

The parties have executed this Agreement on the date indicated below.

Any party signing this Agreement on behalf of the VENDOR hereby represents that he/she is duly authorized by the VENDOR to execute this Agreement and that the VENDOR has agreed to be bound by the provisions hereof.

("VENDOR")

Signature: 

Date: 10/17/17

Name: M & M Media

Title: owner

ANTIOCH UNIFIED SCHOOL DISTRICT ("DISTRICT")

Signature: _____

Date: _____

Name: Stephanie Anello

Title: Superintendent

Date of Board Approval _____

Notwithstanding the effective date of this Agreement set forth above at Paragraph 1, this Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been implemented, provided by, or submitted to the DISTRICT, as appropriate.

(Information below for Internal District Use Only)

not to Exceed

SACS Code: 01-0511-1110-2100-407-0-020-5800 Amount of Contract: \$ 25,000

Multi-year Contract? Y N

PAID BY DISTRICT FUNDS

ASB (STUDENT) FUNDS
(Attach approved Purchase Order)

Person completing this form (REQUIRED) – Please Print Name & School/Department

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("VENDOR")

Signature: Michael Pal

Date: 10-17-17

Name: M & M Media

Title: Owner

ANTIOCH UNIFIED SCHOOL DISTRICT ("DISTRICT")

Signature: _____

Date: _____

Name: Stephanie Anello

Title: Superintendent

Date of Board Approval _____

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Multi-year Contract? Y N

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ASB (STUDENT) FUNDS

(Attach approved Purchase Order)

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Exhibit B

Fee Schedule

Vendor shall be paid at the following rate at a per job rate:

	Description	Compensation
News/Feature Story – W/photo(s)	Up to 250 Words	\$250.00
	Up to 500 words	\$500.00
	Up to 1,000 words	\$600.00
Videography With Minimal Editing and Effects	0-60 seconds	\$300.00
	1-3 minutes	\$400.00
	Up to 10 minutes	\$750.00
Videography with Editing	0-60 seconds	\$500.00
	1-3 minutes	\$700.00
	Up to 10 minutes	\$1,000.00
	Special Project	Negotiable
Videography with Significant Editing (sound, multiple shots, etc.)	0-60 seconds	\$750.00
	1-3 minutes	\$1,000.00
	Up to 10 minutes	\$1,500.00
	Special Project	Negotiable
Photography (Limited editing, one location, used by school district in social media, stock print or other media)	20-30 Photographs	\$150.00
	30-50 Photographs	\$250.00
	50-100 Photographs	\$500.00
Photography (Limited editing, 2- 4 locations)	20-30 Photographs	\$275.00
	30-50 Photographs	\$325.00
	50-100 Photographs	\$650.00
Photography (Significant editing, one location)	20-30 Photographs	\$300.00
	30-50 Photographs	\$650.00
	50-100 Photographs	\$1300.00
Video and Feature Series		Negotiable