



Request for Appropriation of Funding Board of Trustee Item Request

Note: All request must be submitted 8 weeks prior to event date

For Office Use Only	
Request #:	10
Date Received:	10/2/19

consent 10/23

Amount Requested per item

I. Type of Appropriation Requested (Select all that apply):

Contracts: (ex. Equipment / Facility Rental)
 1. Obtain unsigned contract by your vendor. Signatures are obtained after Board Approval.
 2. Provide copy of unsigned contract with this request. \$ _____

Independent Contractor: (ex. Speaker / Performer / Vendor)
 1. Obtain Independent Contractor Agreement Form (ICAF).
https://www.mtsac.edu/fiscal/purchasing_forms/independent_contractor_agreement.pdf
 2. Return completed ICAF with this request. \$ 400.00

This request will require the Board of Trustees approval. The Board Item must be submitted through the Student Services Division under the Associated Student approval tree. Timelines for Board Items that are Action (consent) or Independent Contractors, require advanced planning.

TOTAL AMOUNT REQUESTED: \$ 400.00

II. Additional Sources of Funding

Are you considering other sources of funding? Yes No

If so, please indicate the Source: _____ Amount: \$ _____

III. Event Information

Recognized Student Club/ Organization (RSCO) or Department: M.E.Ch.A.

Name of Event: Dia de los Muertos

25 Live Reservation Reference Code: 2019-AAGABJ

Event Location: 9C Stage

Event Date: November 7, 2019

Event Start to End Time: 5 pm to 8 pm

NOTE: Associated Students has the purview of requiring certain events to prove all participants to have paid their current Student Activities Fee. Fees are subject to electronic verification, via the Associated Students website.

IV. Additional Information Required

Purpose of Event: A.S. seeks to enhance the student experience through activities fulfilling one of the following five priorities, please select which priority area(s) your event fulfills.

- Co-curricular engagement
- Leadership development
- Retention & transfer
- Recognition of service
- Civic engagement and advocacy

Please attach supplemental sheets to describe how your event fulfills one or more of A.S. Priority areas and a detailed Budget breakdown for the amount requested by including quotes, conference webpages, etc.

V. Funding Conditions

All groups requesting Associated Students funding are hereby notified that the event advisor (or designee) is responsible for processing all banner requisitions with approved vendors. **NOTE: Additional Fiscal Services forms, guidelines, and procedures may be required.** All event marketing, written and oral, must acknowledge Associated Students as a sponsor and include the Associated Students logo on all materials.

These items require the Board of Trustees approval therefore the Club Advisor / Employee (or Designee) is responsible for drafting the Board agenda item via BoardDocs, selecting the Associated Students approval tree, and submitting the draft Board item for approval. This form must be completely filled out, with signatures below, and submitted to the A.S. Administrative Specialist III at least 8 weeks prior to the event date to be considered for funding. For specific questions, please contact the Student Life Office at x4525 or email lhennings@mtsac.edu.

A. Club Advisor / Employee Submitting Request Form

Print: EVA RIOS-AYARACAO
 Sign: [Signature]
 Date: 10.4.19 Ext/Phone: [Redacted]
 Email: [Redacted]

**B. Designee Processing Banner Requisition(s)
 If different from person A.**

Print: _____
 Sign: _____
 Date: _____ Ext/Phone: _____
 Email: _____

For Office Use Only			
Co-Sponsor (Motion):	<u>Fazi Mojaddedi</u>	Date:	
Co-Sponsor (Second):	<u>Justin Choa</u>	Date:	
A.S. Senate			
For:	<u>Unanimous</u>	Abstain:	Date:
A.S. Executive Board			
For:	<u>Unanimous</u>	Abstain:	Date:
A.S. President			
<input checked="" type="radio"/> Approve	<input type="radio"/> Veto	Signature: <u>[Signature]</u>	Date: <u>10.5.19</u>
Notification of Appropriation	Date:	Requisition #:	PO #:
Board Meeting	Date:	<input type="radio"/> Approved <input type="radio"/> Denied	Sent to VPSS on:

IC info sent to Alexis 4/19 email etc

To way 11/4/19

INDEPENDENT CONTRACTOR ELIGIBILITY CHECKLIST

INDEPENDENT CONTRACT NAME/ENTITY: Alejandro (Danza Toyyacah)

BEGIN DATE: 11/21/2019 END DATE: 11/21/2019

REQUESTING DEP: Student Life CONTACT/EXT: Leslie Hennings 5958

DESCRIPTION OF WORK PERFORMED:

Cultural Aztec Dancers Dia de los Muertos event put on by the MECHA club

DOCUMENTS REQUIRED:

1. Independent Contractor Agreement (Only President/CEO or Vice Presidents have authority to sign contracts per Board Policy)
2. W-9 Form completed by Independent Contractor

ELIGIBILITY

- SET OWN HOURS; DETERMINES OWN SEQUENCE OF WORK
- IS AVAILABLE TO WORK FOR THE GENERAL PUBLIC
- WILL NOT PERFORM BARGAINING UNIT WORK
- HIRED THROUGH PURCHASING AND PAID THROUGH ACCOUNTS PAYABLE
- CAN ONLY BE TERMINATED OR QUIT BASED ON CONTRACT NOT BEING FULFILLED.
- IS AN OFFSITE BUSINESS
- WORKS BY THE PROJECT
- ANY ADDITIONAL ASSISTANCE IS THE RESPONSIBILITY OF THE INDEPENDENT CONTRACTOR
- PERFORMS SERVICES UNDER THE CONTRACTOR'S NAME
- PAID BY THE PROJECT; NOT REIMBURSED FOR EXPENSES
- HAS A SUBSTANTIAL INVESTMENT IN TOOLS, EQUIPMENT, MATERIALS
- WORKS ON A PROJECT THAT IS NOT AN ESSENTIAL PART OF THE DISTRICT'S PURPOSE



Director, Human Resources Operations &
Employee Services

11/04/2019

Date

Approved

Denied

MT. SAN ANTONIO COLLEGE

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") between Mt. San Antonio College, a public educational agency ("College") and Alejandro (Danza Toyycan) ("Independent Contractor") shall be effective upon the execution date of Independent Contractor and College, whichever shall later occur. College and Independent Contractor are referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, College desires to obtain special services for Cultural Aztec Dancers

WHEREAS, Independent Contractor warrants and represents to College that Independent Contractor has the experience, expertise, and resources to successfully and effectively perform the Services as required by College and will provide the Services timely and in conformance with the laws of the State of California.

NOW, WHEREFORE, the Parties agree as follows:

ARTICLE I INDEPENDENT CONTRACTOR'S SERVICES AND RESPONSIBILITIES.

1. Independent Contractor shall timely and competently provide those Services set forth herein.
2. College must authorize Independent Contractor to begin performance.
3. Independent Contractor covenants with College to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. Independent Contractor shall use its best professional efforts to complete the Services in an expeditious and economical manner consistent with the interests and goals of College. Independent Contractor agrees it shall take all special precautions necessary to protect the independent Contractor's employees, College's employees, and members of the public from risk of harm arising out Independent Contractor's performance of the Services.
4. Independent Contractor shall hold and maintain during the term of this Agreement all applicable licenses, permits, and certificates necessary for the performance of Services under the Agreement and comply with all applicable federal, state, and local laws, statutes, regulations, rules, and ordinances, as well as College policies and procedures in the performance of the Services under this Agreement.
5. Independent Contractor shall fully complete the Internal Revenue Service W-9 Form or other required reporting form.

6. Independent Contractor consents to College's use of Independent Contractor's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium, if applicable.

7. The Services performed hereunder are work made for hire and College shall own, in perpetuity and worldwide, all rights to and flowing from the work, including any work product, performed under this Agreement. Independent Contractor assigns to College any and all rights Independent Contractor could have, may have, or does have, in the work and/or the work product performed under this Agreement, and College shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matters in the name of the College. Independent Contractor consents to the use of Independent Contractor's name in conjunction with the sale, use, performance, and distribution of said matters, for any purpose and in any medium.

ARTICLE II COMPENSATION

1. College agrees to pay the Independent Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed \$_____. College shall pay Independent Contractor pursuant to the following schedule or basis of compensation: _____

ARTICLE III TERM, TERMINATION

1. This Agreement shall commence on the effective date, with Independent Contractor's Services to commence on or about _____. All Services shall be completed by no later than _____ at which time this Agreement shall expire, unless extended or modified by mutual written consent and ratification of College's governing board.

2. College may, at any time, with or without reason, terminate this Agreement and compensate Independent Contractor only for Services satisfactorily rendered to the date of termination. Written notice by College shall be sufficient to stop further performance of Service by Independent Contractor. Notice shall be deemed given when received by the Independent Contractor, or no later than three days after the day of mailing, whichever occurs first.

3. College may terminate Agreement without notice in total or in part if insufficient enrollment and/or participants have not officially registered in the presentation aforesaid mentioned or when it is determined by College to cancel/terminate presentation.

4. Upon termination of this Agreement for any reason (other than full and satisfactory completion of Services) Independent Contractor shall not be entitled to any unearned fees or costs and shall be liable for damages suffered by College due To Independent Contractor's failure to perform pursuant to this Agreement. Upon such termination, College shall have no continuing obligation to make any payments to Independent Contractor under this Agreement.

ARTICLE IV INDEMNITY AND INSURANCE

1. Independent Contractor agrees to indemnify and hold harmless College, its trustees, officers, agents, and employees from and against all damages, liabilities, and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way

related to any actions or inaction of Independent Contractor or of any Officer, director, agent, or employee of Independent Contractor. Independent Contractor shall indemnify, and hold harmless College, its trustees, agents, and employees from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorneys' fees, and other legal expenses, including litigation expenses, that may at any time arise for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in any way related to this Agreement.

2. College may require Independent Contractor to provide College with evidence of Insurance in the form of an Insurance Certificate and an Endorsement, with both documents naming the Mt. San Antonio Community College, its Board of Trustees, employees, and agents as additional insureds.

ARTICLE V INDEPENDENT CONTRACTOR

1. Independent Contractor, in the performance of this Agreement, will determine the method, details, and means of performing the Services, and will, at Independent Contractor's own expense, supply all labor, tools, materials, equipment, supplies, and items necessary to perform the Services. Independent Contractor has no authority to bind College. Independent Contractor understands and agrees that Independent Contractor, and all of Independent Contractor's employees and agents, shall not be considered officers, employees, or agents of College, and are not entitled to benefits of any kind or nature normally provided to employees of College or to which College's employees are normally entitled. Independent Contractor assumes the full responsibility for the acts and omissions of its employees and agents. Independent Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, with respect to Independent Contractor and its employees and agents.

ARTICLE VI MISCELLANEOUS PROVISIONS

1. An inducement to College for entering into this Agreement is the professional reputation and competence of Independent Contractor and its employees. Neither this Agreement, nor any interest therein, may be assigned by Independent Contractor without the prior written consent of College, which consent may be withheld in College's sole discretion.

2. This Agreement represents the entire and integrated Agreement between College and Independent Contractor and supersedes all prior negotiations, representations, or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both College and Independent Contractor.

3. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against College.

4. Time is of the essence for this Agreement.

5. College shall not be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues, or profits relating to the same arising from any claim relating directly or indirectly to this Agreement whether a claim for such damages is based on warranty, contract, or tort even if the Parties are advised of the likelihood or possibility of the same.

6. Independent Contractor, if an employee of another public agency, agrees that Independent 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.

7. The failure of College or Independent 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 of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

8. In the event of any dispute, arbitration, or litigation between the Parties arising out of or relating in any manner to this Agreement, including the necessity of either Party to defend any action which has been covered hereby or to prosecute any action to enforce this Agreement, the losing Party shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing Party and any judgment, decision, or award rendered against either of the Parties may specifically include such reasonable costs, expenses, and attorneys' fees of the prevailing Party.

9. Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other Party as follows:

In witness thereof, said parties have executed this Agreement as of the first date written below.

Independent Contractor:

10-4-19

Date

[Redacted Signature]

[Redacted Signature]

Alexander Perry

Independent Contractor (Signature)

[Redacted Signature]

Mt. SAC:

President or Designated Vice President (Signature)

Date

Student Services Division
Board meeting: December 11, 2019

Independent Contractors

Provider (ALPHA ORDER- last name, first)	Area/Department	Service/ Assignment	Date(s)	Amount Not to Exceed	Funding Source
Juarez-Ugalde, Alejandro	Student Services/ Associated Students	Performance at Dia De Los Muertos event on November 21, 2019	11/21/2019	\$400	Unrestricted General Funding