



Business &
Entrepreneurship
Center

AGREEMENT WITH AN INDEPENDENT CONTRACTOR

Contract Name: Chabot-Las Positas Community College District, Chabot College - BEC-YEP - 2013-14

Agreement by and between CABRILLO COMMUNITY COLLEGE DISTRICT (referred to as District) and **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, CHABOT COLLEGE** (referred to as Contractor) for the scope of work described as **Entrepreneurship Program Support**.

Contract documents under this agreement consist of this description of conditions and the nature of services to be provided, accompanied by authorized signatures of the parties and any other attached specifications, drawings, specific or general conditions, or attachments intended to be included in the Agreement.

1. **The Term of this Agreement** shall be from **July 1, 2013** to **June 30, 2014**, subject to the provisions of section 10.

2. **General Conditions**
 - a. **Relationship of the Parties**

It is understood that this is an agreement by and between Contractor and District (two independent contractors) and is not intended to, and shall not be construed to, create the relationship of agent, employee, partnership, joint venture or association, or any other relationship whatsoever.
 - b. **Indemnification**

Contractor shall indemnify, defend and hold the District, its Board of Trustees, officers, agents, and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement.
 - c. **Insurance**

Acceptance of this agreement constitutes that Contractor is not covered under District's general liability insurance and that Contractor agrees, during the term of this Agreement, to maintain, at the Contractor's sole expense, all necessary insurance for its officers, agents, and employees including property & liability coverage and any other coverage required by law.
 - d. **Nonassignability**

Contractor shall not assign performance under this Agreement or any portion thereof to a third party without the prior written consent of District. Any attempted assignment without such prior written consent in violation of this section shall automatically terminate this Agreement.

e. **Work Product**

Contractor hereby acknowledges that any work product including property rights belongs to either the District or the Granting Entity, and interest in it shall belong to the District or Granting Entity unless otherwise agreed to by the District in writing.

3. **Equipment and Facilities**

Contractor will provide all necessary equipment and facilities to render Contractor services pursuant to this Agreement unless the parties to this Agreement specifically agree in writing that said equipment and facilities will be provided in a different manner.

4. **Employment of Additional Workers by Contractor**

Contractor will not be prohibited from employing additional workers or subcontractors necessary for the completion of this Agreement. However, these individuals must be fully qualified to complete their assigned tasks and shall not be employees of the District. The provisions of this Agreement are applicable to such Contractor's employees and/or subcontractors as they are to the Contractor. District will be promptly notified in writing of any and all subcontracting under this Agreement and reserves the right to disapprove any subcontractor.

5. **Attorney Fees**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which prevailing party may be entitled.

6. **Governing Law**

The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of California.

7. **Contact with Students**

Contractor certifies that no employee or agent who has a record of conviction for a serious or violent felony will be assigned to perform services under this Agreement which permit or require them to come in contact with students unless District first receives notice from Contractor and District grants written permission under defined conditions.

8. **Withholding/Tax Reporting**

District shall not withhold or set aside any money on behalf of the Contractor for federal income tax, state income tax, social security tax, unemployment insurance, disability insurance or any other federal or state fund whatsoever. It shall be the sole responsibility of Contractor to account for all of the above. The provisions of this section shall not apply if it is determined by District that payment must be made through Payroll in compliance with IRS guidelines.

9. **Changes or Alterations**

This Agreement may be modified or amended at any time by written mutual agreement of the parties. No changes, alterations or variations of any kind to this agreement are authorized without the written consent of the District. Only the District President, Vice President of Business Services, or designee within their authority, as defined by District procedures, may authorize extra and/or changed work. The parties expressly recognize that other district personnel are without authorization to either order extra and/or changed work or waive contract requirements, and the Contractor, after any unauthorized extra work, shall be entitled to no compensation whatsoever for the performance of such work.

10. **Termination**

District may terminate this Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In addition the District may terminate this agreement for the District's convenience and without fault, neglect, or default on the part of the independent contractor. In the event this Agreement is terminated for convenience, the District shall pay the independent contractor the actual direct costs incurred up to the time of termination, but not to exceed the contract amount.

11. **Severability**

In the event any portion of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

12. **Contractor Information**

Contractor Name: [Chabot College](#)

Form of Business: [Educational Institution](#)

Mailing Address: [25555 Hesperian Blvd. Hayward, CA 94545](#)

Business Phone: [510-723-6600](#) Home or Mobile Phone: [510-723-6652](#)

E-mail: tclark@chabotcollege.edu

Contractor is Sole Proprietor: No

Social Security Number or Federal Tax ID Number:

Contractor must provide a W-9

Are you a current or former employee of the District? No

If yes, date last worked:

Are you related to any employee(s) of the District? No

If yes, please identify the individual(s):

13. **Payment**

Total cost of this Agreement will not exceed [\\$18,000.00](#)

Is Contractor is to be reimbursed for expenses? [No](#)

14. **District obligations other than payment (list below if applicable)**

15. **Other Conditions**

Payments to Contractor pursuant to this Agreement will be reported to Federal and State taxing

authorities as required by law.

16. Description of Services to be Rendered and Payment Terms

This contract is administered by the Business & Entrepreneurship Center (BEC) and Youth Entrepreneurship Program (YEP) at Cabrillo College and is intended to build upon and leverage previous contracts with Chabot College with the goal of providing support to expand entrepreneurial offerings regionwide.

In connection with this agreement, Chabot College accepts the following:

Service Requirements:

Contractor agrees to conduct the following activities throughout the duration of this agreement:

Activity	Deliverable	Reporting Requirements	Timeframe	Amount
2-unit, ENTR-40 course	5-10 students enrolled	1 narrative summary of course content and outcomes 1 attendee report with age distribution	Spring 2014	\$3,000.00
1-unit, Business Pitch course	10-15 students enrolled	1 narrative summary of course content and outcomes 1 attendee report with age distribution	Spring 2014	\$1,500.00
1-unit, Ideation lab	15 students enrolled 1 e-ship high school pathway created w/ concurrent enrollment	1 narrative summary of course content, partnerships created, and other outcomes 1 attendee report with age distribution	Spring 2014	\$3,000.00

3-unit IGETC or CSU GE_Bredth approved "Entrepreneurship Mindset" course	1 approved course created with intent to pilot in Fall 2014 20 students enrolled 1 train-the-trainer session held at BACCC Marketplace 1 Faculty Advisory Board created to oversee curriculum development and submission for approval to required governing bodies	1 narrative summary of project outcomes 1 digital package of course curriculum for distribution 1 sign-in sheet from BACCC training 1 advisory board member contact sheet	July 2013 - June 2014	\$10,000.00*
Pitch Competition Support	1 competition held 10 students participating 60 attendees	1 narrative summary of event outcomes and partnerships created Attendee & participant sign-in sheets	Spring 2014	\$500.00
			TOTAL	\$18,000.00

*See Exhibit A for project details and terms.

Promotional Requirements:

1. Chabot College will include the BEC and YEP as official sponsors of any entrepreneurship events, competitions, or workshops resulting from this contract by the Entrepreneurship Program at Chabot by including the BEC/YEP logos or name on its entrepreneurship program website, brochure, and any press releases or marketing materials promoting the entrepreneurship program at Chabot.

Reporting Requirements and Payment Terms:

1. Chabot will provide a detailed report of class and event attendees (as per the above grid - reporting requirements) to the BEC as required by the California Community College Chancellor's Office. Any information regarding youth entrepreneurs or participants is subject to strict privacy regulations set forth by the CCCCO. Subject to these guidelines, both parties agree to safeguard any information received regarding students or young entrepreneurs.

- Chabot College agrees to invoice The South Bay Business & Entrepreneurship Center and provide required reports of activities conducted with back-up documentation of actual expenses by the following deadlines:

Activities Conducted	Reporting + Invoice Due Date
July 1 - September 30, 2013	October 18, 2013
October 1 - December 31, 2013	January 17, 2014
Jan 1- March 31, 2014	April 18, 2014
April 1 - June 30, 2014	June 30, 2014

Unless specified otherwise in this section, payment terms are Net 30 days, computed either from the date of delivery and acceptance of the contract services or from the date of receipt of correct and proper invoices prepared in accordance with the terms of this Agreement, whichever date is later. Invoices should be sent to the District contract originator for approval and forwarding to Accounts Payable.

The BEC and YEP at Cabrillo College accepts the following:

- The BEC and YEP will provide funding to support the above activities at Chabot College. Support shall not surpass the timeframe defined within this contract Funding not to exceed \$18,000.00.
- The BEC will provide up to 50 1-on-1 counseling hours to up to 15 students referred by Chabot to BEC director, Alex Kramer via the following link: <http://go.cabrillo.edu/yep-rfs>. Support shall not exceed the terms of this contract.
- The YEP, through its YEP-2-GO program, will provide up to 3 classroom visits (limited to Alameda County) from expert small business consultants and entrepreneurs to add further value to course offerings and resources. Support shall not exceed the terms of this contract.

17. **Signatures**

CONTRACTOR

By: _____ Date: _____
Contractor Signature

Lorenzo Legaspi
Contractor Name (please print)

CABRILLO COMMUNITY COLLEGE DISTRICT

By: _____ Date: _____
Contract Originator, Teresa Thomae, Director SBDC

By: _____ Date: _____
Rock Pfothenauer, Dean CEED

By: _____ Date: _____
Shelley West, Grants Finance and Budget Manager

Exhibit A
IGETC Course Project Details

Chabot College agrees to work in collaboration with faculty members from West Valley College to create, and obtain Intersegmental General Education Transfer Curriculum (IGETC) approval for a 3-unit “Entrepreneurship Mindset” course with the intended goal of launching a Fall 2014 pilot. The team will also host a “train-the-trainer” workshop for faculty interested in offering this course on their respective campuses. It is understood that any curriculum created will remain property of the BEC, and will be made available to all Bay Area colleges through the Bay Area Community College Consortium (BACCC). Chabot College will act as fiscal agent to West Valley College and will oversee and approve any necessary activities or expenditures needed to complete the project. Expected activities and outcomes are as follows:

Activity	Responsible	Deliverable	Reporting Requirements	Timeframe
Develop outline for “Entrepreneurship Mindset” course.	Jan Novak, Heidi Diamond, Lale Yurtseven	1 course outline created.	Curriculum submitted digitally to BEC.	July - Oct 2013
Submit course to local curriculum committee.	Jan Novak	1 course gains local approval.	Approval documentation submitted to BEC.	Sept 2013
Gain transfer and IGETC or CSU GE-Breadth approval.	Jan Novak, Heidi Diamond, Lale Yurtseven	1, 3-unit course submitted for approval.	Approval documentation submitted to BEC.	Oct - Dec 2013
Receive response on pending approvals.	Jan Novak	1 course approved.	Approval documentation submitted to BEC.	Jan - May 2014
Create Faculty Advisory Board to oversee project and approve course content.*	Jan Novak, Heidi Diamond, Lale Yurtseven	1 advisory board with multiple Bay Area faculty members created.	1 narrative summary of board meeting(s) Advisory board sign-in sheets submitted.	May 2014
1 Train-the-Trainer held at BACCC E-ship Marketplace.*	Jan Novak, Heidi Diamond, Lale Yurtseven	25 Bay Area faculty members trained.	1 sign-in sheet from BACCC training.	Jun 2014

* Only if course outline receives IGETC or CSU GE-Breadth approval.