

## **Board of Trustees Agenda Item**

### **Board Meeting Date:**

**Title of Item:** Contract Extension for KCI Contract position: Strategy & Marketing

### **Background and Analysis:**

The KCI staff consists of personnel who have an academic background. The projects that the contractor, Liane Freeman, will drive and manage require business skills, as well as an understanding of academic relationships as opposed to business structure. The KCI is also short of staff to accomplish its marketing outreach, program replication goals, and grant goals, all of which are key strategic goals.

Liane has spent the last 10 months at the KCI as an Encore Fellow (sponsored by Civic Ventures and the Packard Foundation). The Fellowship program focuses on matching individuals with senior level corporate skills and experience with nonprofit organizations in order to provide business skills and management bench strength to the organization. During this time, Liane has been functioning as a director, leading the KCI's organizational and strategic planning efforts. Through this extended contract role, she will continue to work with the KCI staff to evolve the strategy and accomplish the KCI's key objectives through hands-on support. Liane also has a background in education, having taught at the Community College level—including at De Anza College—which makes her even more suited for this role.

**Position/Project Description:** Responsible for driving strategic planning, creating and executing on the marketing plan, supporting KCI development and fundraising efforts (including grant proposal development), and recommending/implementing KCI operational improvements. (See attached Statement of Work).

This position will be funded through the KCI Operations Fund 844129, at the Foothill De Anza Community College Foundation.

### **Recommendation:** (specify if information only)

Recommended for approval

Submitted by:	Gay Krause, Executive Director, KCI
Additional contact names:	Judy Miner, President
Is backup provided?	Yes

# Foothill - De Anza Community College District

## CHANGE NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT

De Anza College ☐

Foothill College ☒

District Office ☐

District PO No: \_\_\_\_\_

The Agreement entered into on 15<sup>th</sup> day of February, 2011 between the Foothill-De Anza Community College District, hereinafter referred to as the "DISTRICT", and the following named independent contractor; hereinafter referred to as the "CONTRACTOR" is changed as follows but all other terms, conditions, and prices remain the same.

### 1. CONTRACTOR INFORMATION:

Contractor's Name Liane D. Freeman

Address 13993 Alta Vista Ave City Sanatoga Zip 95070

Business Phone 408-568-1006 Fax No \_\_\_\_\_ Home \_\_\_\_\_

Social Security Number \_\_\_\_\_ \*Fed. Tax I.D. Number \_\_\_\_\_

\*CONTRACTOR MUST PROVIDE W-9

Business License Number \_\_\_\_\_

Are you a current or former employee of the DISTRICT? Yes ☐ No ☒

If yes, date lasted worked \_\_\_\_\_

If yes, specify last work location \_\_\_\_\_

Work Assignment \_\_\_\_\_

Are you related to any employee(s) in the DISTRICT? Yes ☐ No ☒

If yes, please identify the individual(s) \_\_\_\_\_

### 2. CONTRACTOR SERVICES, FEE, AND CONTRACT STARTING AND ENDING DATES:

A. Description of Additional services and deliverables to be provided by contractor (refer to and attach contractor's signed proposal or quotation for this change if possible):

See Attached SDW

B. Contractor Fee for Services: Original Amount of Contract: \$ 12,500.00  
Additive or Deductive Amount for previous Changes \$ 12,500.00  
Additive or Deductive Amount for this Change \$ 122,000.00  
New Total: \$ 147,000.00

(Indicate a fixed fee to be paid for all of the described services or indicate hourly or other periodic billing rate(s) plus a maximum total dollar cost, i.e. the "not to exceed" amount, to be paid to the contractor. If travel or other expenses will be reimbursed they should conform to Board Policy AP3152.) **NEW TOTAL CANNOT EXCEED \$14,999 FOR PUBLIC PROJECTS.**

Will contractor also be reimbursed for expenses? YES ☒ or NO ☐ If yes, state maximum reimbursement amount to be paid in addition to contract fee shown above: \$ 2,000.00 (possible conference attendance)

TOTAL COST OF THIS INDEPENDENT CONTRACT INCLUDING THIS AND ALL PREVIOUSLY APPROVED CHANGES WILL NOT EXCEED \$ \_\_\_\_\_ INCLUDING CONTRACTOR TRAVEL OR OTHER EXPENSE REIMBURSEMENTS.

C. Contract Starting Date \_\_\_\_\_ Contract Ending Date \_\_\_\_\_

### 3. DISTRICT OBLIGATIONS OTHER THAN PAYMENT, IF ANY:

4. PAYMENT TERMS: Unless other payment terms are specified 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 the contract, whichever date is later.
5. STANDARD TERMS AND CONDITIONS:
- A. CONTRACTOR is solely responsible for the content and sequence of the work. DISTRICT will not provide any training or instruction to CONTRACTOR or its employees.
- B. 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. Acceptance of this Agreement constitutes that the CONTRACTOR is not covered under the DISTRICT'S general liability insurance, employee benefits or worker's compensation. It further establishes that the CONTRACTOR shall be fully responsible for such coverage. Contractor shall maintain in force, throughout the term of this Agreement, insurance as follows:
1. Workers' Compensation (statutory limits) and Employers' Liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 employee and \$1,000,000 each disease, provided that contractor has employees as defined by the California Labor Code;
  2. Commercial General Liability insurance, with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for contractual liability, personal injury, broadform property damage, independent contractors, products and completed operations;
  3. Commercial Automobile Liability insurance, with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable;
  4. Professional Liability insurance, with limits not less than \$1,000,000 each claim/annual aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement, and with any deductible not to exceed \$25,000 each claim. *Required only if the following box is checked* ☐.
- If any of the required insurance is written on a claims-made coverage form, such insurance shall be maintained for a period of three years following termination of this agreement. General and Automobile liability policies shall include as Additional Insureds, the District, its officers, agents, employees and servants, shall be primary to any other insurance or self-insurance available to the Additional Insureds and shall apply separately to each, except the inclusion of Additional Insureds shall not operate to increase the required limits of such insurance. Contractor shall not commence work under this Agreement until required insurance has been obtained.
- C. The CONTRACTOR shall assume all expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The payment terms specified in Paragraph 4 above, unless otherwise indicated and agreed to in writing by the CONTRACTOR and the DISTRICT, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this Agreement, CONTRACTOR is not entitled to any right or privilege applicable to an officer or employee of the DISTRICT or of the State of California.
- D. Any system or documents developed, produced or provided under this contract, including any intellectual property discovered or developed by contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this contract
- E. Payments to the CONTRACTOR pursuant to this Agreement will be reported to Federal and State taxing authorities as required. DISTRICT will not withhold any sums from compensation payable to CONTRACTOR. CONTRACTOR is independently responsible for the payment of all applicable taxes. An IRS form 1099 will be provided to the CONTRACTOR at the end of the calendar year.
- F. Payment Of Prevailing Wages: Except for projects of \$1000 or less, if CONTRACTOR provides public project services such as carpet laying or building construction, alteration, demolition or repair CONTRACTOR shall pay all workers on the District project the prevailing wage pursuant to the California Labor Code, Sections 1770 through 1777.7. A copy of the prevailing wage rate determination available online at [www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html). The determination is issued by the California Department of Industrial Relations.
- G. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. Modification or termination of this contract requires mutual agreement by both parties.
- H. Upon mutual agreement in writing or the parties hereto, this Agreement may be terminated at any time for any reason.
- I. The parties to the Agreement, under penalty of perjury, hereby certify that all of the above items and attachments are to the best of their knowledge true and correct statements.

AGREEMENT OF CONTRACTOR: I agree to perform the services described above for the payment indicated. I understand that while performing contract services I am not an employee of the Foothill-De Anza Community College District because I follow an independent trade or profession, and will not be subject to control and direction as to the details and means for accomplishing the anticipated result of my service.

Contractor

Date

APPROVED:

This document certifies that I and my assigns have reviewed the appropriate legal and procedural guidelines pertinent to determination of independent contractor status, including IRS Revenue Ruling 87-41, have analyzed their application to the position described on the accompanying documents, and have concluded that the hiring of the subject individual to perform the functions described does indeed constitute correct and legal independent contractor status.

Authorized College/District Requestor/Budgeter

Date

College/District Employee with Authority to Sign Contract

Date

Date Approved by Board of Trustees if the total cost including change exceeds \$20,000. New total cannot exceed \$14,999 for Public Projects.

**Organization: Krause Center for Innovation**  
**Statement of Work for Liane Freeman**  
*February 2011 through January 2012*

**Date:** January 25, 2011

**Name of Organization:** Krause Center for Innovation

**Senior Level Manager:** Gay Krause (Executive Director)  
Telephone: 650-949-7113  
Email: [krausegay@fhda.edu](mailto:krausegay@fhda.edu)

**Consultant:** Liane Freeman  
Telephone: 408-568-1006  
Email: [liane.freeman@yahoo.com](mailto:liane.freeman@yahoo.com)

**Contract Position (s):** Director, Strategy and Marketing

**Position/Project Description:** Responsible for driving strategic planning, creating and executing on the marketing plan, supporting KCI development and fundraising efforts (including grant proposal development) and making KCI operational improvement recommendations.

**Duration (start/complete dates):** February 2011 through January 2012

**Schedule:** 30 to 35 hours/week minimum.

**Payment:** Monthly payment; Paid through KCI operations fund 844129

**Position/Project Scope**

- Drive yearly strategy and initiatives review
- Develop marketing plans, and set marketing goals
- Responsible for KCI identity, branding, collateral
- Coordinate marketing activities
- Coordinate events, meetings, non-academic program planning, implementation, evaluation
- Develop and maintain marketing processes
- Manage Web site strategy and content

- May and June: Complete gap analysis based on comparing current state with KCI's goals and objectives, based on strategic plan. Determine any new work processes that need to be developed.
- September through December: Test and implement new processes.