

Board of Trustees Agenda Item

Board Meeting Date: May 7, 2012

Title of Item:

CONTRACT RENEWAL BETWEEN FOOTHILL-DEANZA COMMUNITY COLLEGE DISTRICT
AND PROFESSIONAL PERSONNEL LEASING FOR SERVICES PERFORMED BY GAY KRAUSE.

Background and Analysis:

Board approval is requested for a contract renewal with Professional Personnel Leasing, for the services performed by Gay Krause for the term of July 1, 2012 to June 30, 2013. Payment to remain at \$6425.00 per month based on 11 months.

Recommendation: (specify if information only)

Foothill College President recommends approval of contract renewal for Gay Krause.

Submitted by:	Judy Miner, x7200
Additional contact names:	Shirley Treanor x7364
Is backup provided?	Yes

AGREEMENT BETWEEN
PROFESSIONAL PERSONNEL LEASING, INCORPORATED
AND
FOOTHILL-DEANZA COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into this 1st day of July 2012, by and between Foothill-DeAnza Community College District (hereinafter "District") and Professional Personnel Leasing, Inc., (hereinafter "Contractor") to perform various professional and administrative consulting services to District.

IT IS MUTUALLY AGREED that the Contractor will provide professional administrative services under the following terms and conditions listed below and as shown in Appendix "A".

NOW, THEREFORE, it is agreed as follows:

1. **Assignment of Personnel.** Contractor shall assign Subcontractor (L. Gay Krause) to perform the various consulting services described in this agreement and represents that she is fully qualified and competent to perform the enumerated duties. In that regard, PPL's interest is in the desired result, and PPL abandons the right to control the manner and means by which the result is achieved by Subcontractor. If at any time for any reason Subcontractor is unable to perform the services described in this agreement to the satisfaction of the District, the District may terminate this agreement upon 30 days notice to Contractor. Notice of termination may be given by mail, telephone or fax.

2. **District Support.** District agrees to comply with all reasonable requests of Subcontractor necessary to the performance of Subcontractor's duties under this agreement and to arrange for rooms, information and documentation necessary to carry out Subcontractor's obligation and communications with District. When the District requests in writing that they wish the Subcontractor to attend an educational conference, the District shall reimburse the Subcontractor for necessary transportation, meals, lodging, and registration fees for such conference in accordance with District policy and regulations.

3. **Indemnification.** Contractor agrees to defend, indemnify and hold harmless the

District and its officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees arising out of or resulting from the Contractor performance of this Agreement, which are not caused by District negligence, willful misconduct or lack of good faith.

District agrees to defend, indemnify and hold harmless the Contractor and its officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees arising out of or resulting from the District's performance of this Agreement, which are not caused by Contractor's negligence, willful misconduct or lack of good faith.

4. **Contractor/Subcontractor Not Employee of District.** It is understood that Contractor is responsible for the actions of its officers, agents or employees, and servants; that District does not assume any liability under law for any act of Contractor, its officers, agents or employees while traveling to or performing the duties set forth in this Agreement. Subcontractor shall be responsible for the payment of any unemployment insurance, Workers' Compensation Insurance, Social Security, Medicare taxes, or contribution of federal or state income tax withholding as required by state or federal law for its employees and or subcontractors.

5. **Payment.** Payment to Contractor in consideration of services performed in accordance with this Agreement shall be six thousand four hundred twenty-five dollars (\$6,425.00) for each month of service rendered by the Subcontractor (based on an 11 month contract). Contractor will bill District at the end of each month. The Invoice shall be in a form approved by District.

6. **Status of District and Contractor.** It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employer, employee, partnership, joint venture, or association by and between District and Contractor, but is, rather, an agreement by and between independent contractors, these being District and Contractor.

7. **Limitations of Consultant Powers.** Subcontractor shall perform the services as defined in Appendix "A". To the extent that the law allows, Subcontractor may discharge duties that are consistent with her status as an independent contractor. The District shall designate an employee(s) to discharge those duties and exercise those powers which can only be vested in a person employed by the District, and in that capacity the designated employee(s) and subcontractor

employee(s) to discharge those duties and exercise those powers which can only be vested in a person employed by the District, and in that capacity the designated employee(s) and subcontractor shall coordinate to ensure the orderly and consistent administration of the area of consultation.

9. **Compliance with Laws.** Subcontractor shall comply with all applicable Federal/State /Local laws, administrative regulations, District policies, and executive orders including but not limited to laws prohibiting discrimination based on age, disability, sex, race, creed, national origin and marital status.

10. **Termination.** Either party may terminate this agreement for any or no reason by giving 30 days written notice to the other party. In the event of termination by the district for other than cause the District shall pay PPL for all services rendered to the point of termination.

11. **Terms of Agreement.** This agreement shall remain in full force and effect beginning July 1, 2012 and ending June 30, 2013 unless terminated by either party as provided for in paragraph 11 above. This agreement may be extended by mutual agreement of all parties hereto.

Contract #FHDAGK0612

FOOTHILL-DEANZA

COMMUNITY COLLEGE DISTRICT

DATED: _____

By: _____

Name: _____

Title: _____

PROFESSIONAL PERSONNEL LEASING,
INCORPORATED

DATED: APRIL 25, 2012

By: Guy F. Lease

Guy F. Lease
Executive Vice President / CFO
P.O. Box 17457
South Lake Tahoe, CA 96151
Phone 530-307-9765
guy.lease@gmail.com

FDHAGK0612

07/01/12

APPENDIX "A"
INDEPENDENT CONTRACTOR
PROFESSIONAL PERSONNEL LEASING INCORPORATED
L. GAY KRAUSE

DESCRIPTION OF SERVICES

The Subcontractor will provide the following services to the District.

1. Coordinate fund raising for the Center for Innovation.
2. Develop and coordinate K-12 initiatives, especially in STEM.
3. Coordinate and implement initiatives for workforce training. (Smart Valley no longer exists)
4. Develop Foothill-School joint programs in teacher development and technology.
5. Establish Foothill as a regional center for teacher professional development and workforce training.

The services of the Subcontractor specifically do not include the evaluation, firing, or supervision of any District personnel. Also, the Subcontractor shall not process any employee grievances in the course of fulfilling the Agreement or sign any official District documents, nor perform any functions defined as "Creditable Service" by Education Code Section 22119.5