☐	Consent
☐	Action
☐	Information

PALO VERDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES **Meeting Date: 1/20/15**
AGENDA ITEM REQUEST

AREA:
RESOLUTION TITLE: Consulting Agreement with Virginia Armstrong, PhD

BACKGROUND:
Due to low pass rates of students completing the Vocational Nursing program, and an unscheduled visit by the Board of Vocational Nursing and Psychiatric Technicians (BVNPT, Palo Verde College's nursing program is scheduled to go before the Board of Vocational Nursing and Psychiatric Technicians in February 2015, whereby the BVTPT will consider provisional enrollment. Following the December 3, 2014 visit by the BVNPT, a letter of violation was received by the district. In preparation for the BVNPT review, the district has determined the need to bring in a content expert as a consultant to provide oversight and guidance, and to assist in carrying out the planned remediation plan presented to the BVNPT.

FISCAL IMPLICATIONS:
Approximately $30,000.00.

RECOMMENDATION:
Recommend approval.

Administrator Initiating Item:	College Council/Full Admin Review Date:
Dr. Sean Hancock	

PALO VERDE COMMUNITY COLLEGE DISTRICT
One College Drive
Blythe, CA 92225
(760) 921-5500

AGREEMENT FOR CONSULTANT SERVICE

This AGREEMENT made this 15th day of December between:

CLIENT: **PALO VERDE COMMUNITY COLLEGE,** hereinafter referred to as the **"DISTRICT"**, having principal place of business at One College Drive, Blythe, California, 92225

and CONSULTANTS: **Virginia Avila Armstrong** , hereinafter referred

to as the **"CONSULTANT"**, having principal place of business at ***(list complete address/phone #)***:

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This agreement will be become effective December 15, 2014 and will continue in effect through June 30, 2015 unless terminated in accordance with the provisions of this agreement.

ARTICLE 2. INDEPENDENT CONSULTANT STATUS

Section 2.01. It is the express intention of the parties that Consultant is an independent contractor and not an employee, agent, joint venture, or partner of District. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Consultant or any employee or agent of the Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others during the term of this agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT

Section 3.01. Consultant agrees to:

Provide research, guidance, and direction, as required to address the findings and recommendations of the State of California Board of Vocational Nursing and Psychiatric Technicians (BVNPT) and its internal consultants. Consultant, in collaboration with the Palo Verde College Nursing Department, will develop and present a report to the BVNPT at their February 2015 meeting outlining a thorough analysis of the Vocational Nursing program, and an action plan to increase the program's licensure pass rates; Consultant, in collaboration with the Nursing Department, will provide support and direction in the execution of that plan.

Consultant shall have the right to refuse to perform specific requests by District to provide these services.

ARTICLE 4. COMPENSATION

Section 4.01. In consideration for the services to be performed by Consultant, District agrees to pay Consultant $75.00 per hour (up to ~~twenty~~ (30) hours per week), plus expenses as required, not to exceed $30,000.00.
thirty (30)

Invoices

Section 4.02. Consultant shall submit invoices for all services rendered (with copies attached providing proof of completed service or product).

Date for Payment of Compensation

Section 4.03. 30 days after receipt of invoice.

ARTICLE 5. OBLIGATIONS OF CONSULTANT

Workers' Compensation

Section 5.01. Consultant agrees to provide worker's compensation insurance for Consultant's employees and agents and agrees to hold harmless and indemnify District for any and all claims arising out of any injury, disability, or death of any of Consultant's employees or agents.

Tools and Instrumentalities

Section 5.02. Consultant is not required to purchase or rent any tools, equipment or services from District.

Indemnification of Liability

Section 5.03. Consultant shall indemnify and hold District harmless against any and all liability imposed for claimed injuries, damages, losses or suits, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Consultant or Consultant's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

Assignment

Section 5.04. Neither this agreement nor any duties or obligations under this agreement may be assigned by Consultant without the prior written consent of District.

State and Federal Taxes

Section 5.05. As consultant is not District's employee, Consultant is responsible for paying all required state and federal taxes. In particular:

- District will not withhold FICA (Social Security) from Consultant's payments:
- District will not make state or federal unemployment insurance contributions on Consultants behalf.
- District will not withhold state or federal income tax from payment to Consultant
- District will not make disability insurance contributions on behalf of Consultant
- District will not obtain workers' compensation insurance on behalf of Consultant.

ARTICLE 6. TERMINATION OF AGREEMENT

Termination on Occurrence of Stated Events

Section 6.01. This agreement shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of either party;
2. Sale of the business of either party;
3. Death of either party

Termination by District for Default of Consultant

Section 6.02. Should Consultant default in the performance of this agreement or materially breach any of its provisions, District, at District's option, may terminate this agreement by giving written notification to Consultant.

Termination by Consultant for Default of District

Section 6.03. Should District default in the performance of this agreement or materially breach any of its provisions, Consultant, at the Consultant's option, may terminate this agreement by giving written notice to District.

ARTICLE 7. GENERAL PROVISIONS

Entire Agreement of the Parties

Section 7.01. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for District and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

Attorneys' Fees

Section 7.02. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Governing Law

Section 7.03. This agreement will be governed by and construed in accordance with the laws of the State of California.

Executed at _____Blythe_____, California, on the date and year first above written.

DISTRICT:

PALO VERDE COMMUNITY COLLEGE

By: Donald G. Wallace
(Signature)

Donald G. Wallace, Superintendent/President
(Name Typed or Printed & Title)

CONSULTANT: Virginia Avila Armstrong

COMPANY:

By: Virginia Armstrong
(Signature)

Virginia Avila Armstrong, Consultant
(Name Typed or Printed & Title

_____
(SSN or Federal Tax ID Number)

(Revised 10/28/02)
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