Date received:_____

PALO VERDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
AGENDA ITEM REQUEST

Meeting Date:

- ☐ Consent
- ☒ Action
- ☐ Information

AREA: Financial Aid
RESOLUTION TITLE: Request to renew contract services with Luz Valenzuela

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BACKGROUND:
Continue to provide the annual set-up within Datatel (aka Colleague) for Palo Verde College to maintain compliance with Federal Regulations. To write reports that are necessary to ensure processes that are required to stay in compliance with the Title IV Regulations.

FISCAL IMPLICATIONS:
Staying in compliance with Federal Regulations will allow Palo Verde College to continue to award Title IV funds to our students.

BUDGET PAID FROM:

The consultant will be paid from Unrestricted Board Financial Assistance (BFA) funds.

RECOMMENDATION
It is recommended that the Board renew the contract with Luz Valenzuela that has been submitted in order for Palo Verde College to continue to stay in compliance with Federal Regulations.

Administrator Initiating Item:	College Council/Full Admin Review Date:
Diana M. Esquibel Méndez	

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

AGREEMENT FOR CONSULTANT SERVICE

This AGREEMENT made this 1st day of June 2015 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: **Luz M. Valenzuela** , hereinafter referred

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

24192 Forsyte St
Moreno Valley, Ca 92557
(951) 317-6808

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This agreement will be become effective July 1, 2015 and will continue in effect through June 30, 2016 (on an as needed basis) 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 venturer 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 the annual set-up within Datatel required for Palo Verde College to maintain compliance with Federal Regulations. To write reports that are necessary to ensure processes that are required to stay in compliance with Title IV regulations.

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 $120.00 per hour not to exceed $12,000.

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.

SECTION 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 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: _____
(Signature)

Donald G. Wallace, Superintendent/President

(Name Typed or Printed & Title)

CONSULTANT: Luz M. Valenzuela

COMPANY:

By: _____
(Signature)

Luz M. Valenzuela /Consultant

(Name Typed or Printed & Title

_____
(SSN or Federal Tax ID Number)

(Revised 10/28/02)
C:\FORMS\ConsultantAgr.word