

**PERALTA COMMUNITY COLLEGE DISTRICT**  
**Board of Trustees Agenda Report**  
**For the Trustee Meeting Date of \_\_\_\_\_**

ITEM # 11

**ITEM TITLE:**

Consider Approval of Contract Extension with The ELS Group, LLC - Laney College

**SPECIFIC BOARD ACTION REQUESTED:**

Approval of a contract extension with The ELS Group

**ITEM SUMMARY:**

Consider approval of an extension of the Independent Contractor Agreement with The ELS Group for providing Laney College Student Services with the professional and technical service of James M. Bracy. James M. Bracy is currently acting as the interim Dean of Student Service and will remain in this position until a permanent Dean of Student Service is hired or until the end of this contractual agreement on June 30, 2009. the additional amount will not exceed \$95,328.

**BACKGROUND/ANALYSIS:**

Dr. Edward Wright formerly occupied this position.

**ALTERNATIVES/OPTIONS:**

None

**EVALUATION AND RECOMMENDED ACTION:**

**SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):**

District General funds

**OTHER DEPARTMENTS IMPACTED BY THIS ACTION (E.G. INFORMATION TECHNOLOGY):**

YES \_\_\_\_\_ NO  X

**COMMENTS:**

**WHO WILL BE PRESENTING THIS ITEM AT THE BOARD MEETING?**

PRESIDENT FRANK CHONG

**DID A BOARD STANDING COMMITTEE RECOMMEND THE ITEM? YES \_\_\_\_\_ No  X**

**IF "YES", PLEASE INCLUDE THAT INFORMATION IN YOUR SUMMARY.**

(\*\*\*\*\*Board contract approval is subject to negotiation and execution by the Chancellor of the District-approved contract.)

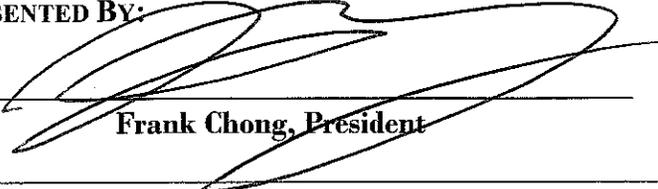
***PLEASE ACQUIRE SIGNATURES IN THIS ORDER:***

**DOCUMENT PREPARED BY:**

Prepared by:   
Lisa Watkins-Tanner, Staff Assistant/President Office

Date: 10-02-08

**DOCUMENT PRESENTED BY:**

Prepared by:   
Frank Chong, President

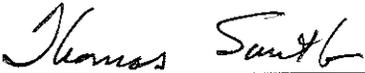
Date: 10/3/08

**FINANCE DEPARTMENT REVIEW**

Finance review required       Finance review *not* required

If Finance review is required, determination is:  Approved       Not Approved

If not approved, please give reason: \_\_\_\_\_  
\_\_\_\_\_

Signature:       Date: 10.7.08  
Thomas Smith, Vice Chancellor for Finance and Administration

**GENERAL COUNSEL (Legality and Format/adherence to Education Codes):**

Legal review required       Legal review *not* required

If Legal review is required, determination is:  Approved       Not Approved

Signature: \_\_\_\_\_      Date: \_\_\_\_\_  
Thuy T. Nguyen, General Counsel

**CHANCELLOR'S OFFICE APPROVAL**

Approved, and Place on Agenda       Not Approved, but  
Place on Agenda

Signature:       Date: 10/6/08  
Ethu Harris, Chancellor

*The ELS Group*  
**CONTRACTED SERVICES AGREEMENT**  
*James M Bracy*

The following proposal, once executed and returned, outlines an agreement for contracted services to be provided by The ELS Group, to Peralta Community College District. More specifically, The ELS GROUP (hereinafter "ELS"), agrees to contract with PERALTA COMMUNITY COLLEGE DISTRICT (hereafter "District") to use the professional and technical services of *James M. Bracy* (hereafter "Consultant"), an independent *Consultant*, and to pay fees for time and delivery of those services as outlined herein.

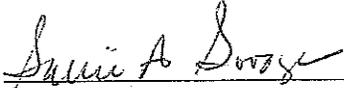
It is also mutually agreed herein that:

1. To the extent allowed by law, the District and ELS, shall each defend, indemnify, and save harmless the other and its Board of Trustees, officers and employees against any and all claims, actions, liabilities and losses, by whomever asserted, of acts, errors, or omissions on the part of their respective officers, agents, students, or employees arising out of any activities in the performance of this Agreement, providing, however, that either party shall be given sufficient notice to enable it to participate and conduct an appropriate defense of any claims made.
2. It is understood that ELS is responsible for the actions of its officers and employees; that the Consultant is not an employee of the District regardless of nature and extent of the acts performed by the Consultant; that inasmuch as said Consultant shall not be an employee of the District, the District does not assume liability under law for any act of the Consultant performing or traveling pursuant to this Agreement. Furthermore, as the Consultant is a self-employed independent contractor, neither the District nor ELS shall be responsible for the payment of any unemployment insurance, Workers' Compensation Insurance, Social Security or Medicare taxes, or collection of federal or state income tax withholding for or on behalf of the Consultant.
3. Payment of fees in consideration of this agreement shall be as stipulated in Appendix "B". ELS will bill at the beginning of each month for the services outlined in Appendix "A". The District will reimburse ELS for services provided by the Consultant within 30 days of receipt of a valid invoice from ELS.
4. It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, employee, partnership, joint venture, or association between the District and ELS, but is, rather, an agreement by and between the independent contractors, these being District and ELS.
5. The Consultant shall perform the services as defined in Appendix "A". To the extent that the law allows, the Consultant may discharge the duties which are consistent with his/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 the Consultant shall coordinate to ensure the orderly and consistent administration of the area of consultation. It is further

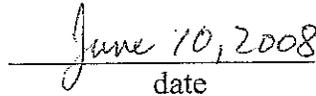
the orderly and consistent administration of the area of consultation. It is further understood and agreed, it is the District's responsibility to ensure that a true independent contractor relationship is established and maintained.

6. This agreement shall remain in full force and effect beginning July 1, 2008 and shall thereafter be automatically renewed, without comment, on a month to month basis indefinitely until June 30, 2009 or until cancelled in writing by either party giving 30 days notice.

FOR: The ELS Group (ELS)



Sallie A. Savage  
Senior Partner  
The ELS Group



date

FOR: District

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date

## APPENDIX A

### SERVICES AND CONDITIONS THE ELS GROUP James M. Bracy

Consult with and advise the President regarding matters that pertain to Student Services administrative aspects of the Laney College. These matters include, but are not limited to:

1. Advise and make recommendations regarding development and planning for the student and community advancement functions of the District and College.
2. Advise and make recommendations that will result in integrated operations of Student Services.
3. Advise and make recommendations pertaining to non-traditional education, including but not limited to, Contract Education.
4. Provide counsel regarding Community Education, Adult Education and Non-Credit Education.
5. Provide advice with regard to long range planning, institutional research, and grant and special project coordination.

**The services specifically do not include the evaluation, hiring, firing or supervision of any District personnel. Consultant shall not process any employee grievances, sign any official District documents or perform any functions defined as "creditable service" by Government Code Section 21220/5 or Education Code 24214.**

The District shall reimburse the Consultant for necessary transportation, meals, lodging, and registration fees for any such conferences it directs consultant to attend. The District shall reimburse Consultant for any business expenses incurred for travel beyond 100 miles of the District.

Weekends and legal holidays of the District are outside the scope of this contract. Consultant will work four days in weeks that contain five work days. In addition, Consultant may choose two other days per month as non-work days without alteration of the contract amount. Non-work days may be accumulated or taken in advance. The amount of the final month of the contract shall be adjusted for days not taken or additional days taken.

## APPENDIX B

### TERMS THE ELS GROUP James M. Bracy

ELS will bill at the beginning of each month for the services outlined in Appendix "A". The District will reimburse ELS for services provided by the Consultant within 30 days of receipt of a valid invoice from ELS.

The monthly fee for the Consultant's services shall be \$10,833 plus a fee of \$1,083 payment to ELS. The combined Consultant's fee and the recruitment fee, or \$11,916.00, will be invoiced each month of service.

Should either party terminate the month to month portion of the contract at any time other than the end of a month, payment for that month will be adjusted accordingly.

Should either party terminate the contract and Consultant be owed time or owe District time for non-work days payment for the final month will be adjusted accordingly.