AGREEMENT BETWEEN
PROFESSIONAL PERSONNEL LEASING, INCORPORATED
AND
PALO VERDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into this 9th day of January 2013 by and between the Palo Verde Community College District (hereinafter "District") and Professional Personnel Leasing, Inc., (hereinafter "PPL") to utilize professional and technical services of Dr. Don Averill and other consultants as needed to conduct a search for a Superintendent/President

IT IS MUTUALLY AGREED that Consultant will provide the consulting services to assist District in the selection of a Superintendent of the District and President of Palo Verde College under the following terms and conditions.

NOW THEREFORE, it is agreed as follows:

1. **District Support.** The District shall reimburse the Consultants for necessary reasonable expenses that will be approved before incurred, including but not limited to transportation, meals, lodging for activities included in this agreement. Expenses will not exceed one thousand dollars ($1,000.00) this may be increased by mutual agreement between PPL and the District if the District involvement causes an increase in time to accomplish the final goal. In addition, the District will provide clerical and logistical support for the search activities.

2. **Indemnification.** To the extent allowed by law, District and PPL, shall each defend, indemnify, and save harmless the other and its Board of Trustees, officers, and employees against any and all claims, actins, liabilities and losses by whomever asserted, or acts, errors, or omissions, on the part of their respective officers, agents, students or employees arising and of any activities in the performance of the 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.

3. **Consultant not Employee of District.** It is understood that PPL is responsible for the actions of its officers, employees, and servants; that Consultant is not an employee or servant of District regardless of nature and extent of the acts performed by Consultant, that inasmuch as said consultant shall not be an employee of District, District does not assume

liability under law for any act of Consultant performing or traveling pursuant to this Agreement. Furthermore, as Consultant is a self-employed independent contractor, neither the District nor PPL, shall be responsible for the payment of any employment insurance, Workers' Compensation Insurance, Social Security or Medicare taxes, or contributions of federal or state income tax withholding for or on behalf of the Consultant.

4. **Payment**. Payment in consideration of this Agreement shall be for twenty-six thousand dollars ($26,000). PPL will bill the District for $1,200.00 in five equal payments plus any expenses with the total not to exceed seven thousand dollars ($7.000.00) the remaining portion of the fee will be donated to the Palo Verde Community College District. District will reimburse PPL for services and approved expenses provided by Consultant within thirty days (30) of receipt of a valid invoice from PPL.

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

6. **Limitations of Consultant Powers.** Regarding Appendix "A", to the extent that the law allows, Consultant will discharge those duties, which are consistent with his/her status as an independent contractor. In addition 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 Consultant shall coordinate to ensure the orderly and consistent administration of the area of consultation. It is further understood and agreed, it is a District responsibility to ensure that a true independent contractor relationship is established and maintained.

7. **Termination of Agreement**. 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.

Terms of Agreement. This Agreement shall remain in full force and effect beginning January 9, 2013 and ending June 30, 2013, or when the search is completed.

PROFESSIONAL PERSONNEL LEASING INC
Tax ID# 33-0205012

Dated January 9, 2013 **By:** _____

Guy F Lease, Executive Vice President (CF))
P.O. Box 17457
South Lake Tahoe, CA 96151
Phone (530) 544-3973
Email: guy.lease@gmail.com

PALO VERDE COMMUNITY COLLEGE DISTRICT

Dated January 9, 2013 **By:** _____

Denise Whittaker, Interim Superintendent/President
One College Drive
Blythe, CA 92225
Phone (760) 921-5499

APPENDIX "A"
INDEPENDENT CONTRACTOR
PROFESSIONAL PERSONNEL LEASING, INCORPORATED
Dr. Donald F. Averill, Principal Consultant

DESCRIPTION OF SERVICES:

Search for the Palo Verde Community College District Superintendent/President

The Palo Verde College Search Proposal dated December 4 2011 is herewith incorporated into this agreement to provide the specifics of the proposed search process, and includes the following specific services:

- Coordinating with staff on updates to the job description, application process, advertising by the District and in receiving applications
- Making contact with the list serve, professional associations, university programs, and the PPL applicant pool to establish contact with potential candidates
- Fielding questions from candidates and work with candidates re application process and other questions
- Completing full background checks on the final candidates that are being submitted to the Board .
- Working with the Interim Superintendent/President and the Board in facilitating the forums and Board interviews.

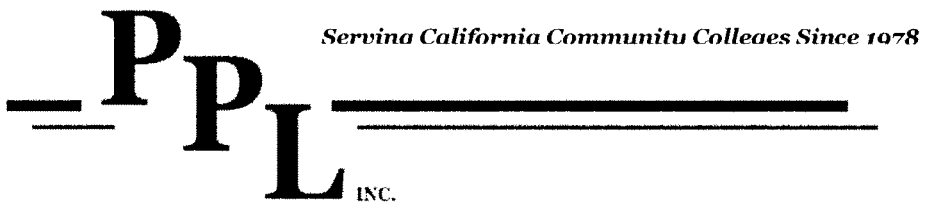
Note: The District is expected to provide logistical support for the search, including:

a. Providing a liaison person between the Board and the Consultant.
b. Scheduling of all meetings, including room reservations and notices to participants.
c. Printing and distributing the announcement (if this process is utilized) and placing all advertisements.
d. Mailing any announcements to selected audiences. (Electronic communication will likely be used. The consultants will do this)
e. Receiving applications and reviewing them for completeness, notifying applicants of status of their applications.
f. Making travel arrangements for a visit to campus of finalists(s)

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

PPL, Inc.
Proposal for
Palo Verde Community College District
November 02, 2011

Search for Superintendent/ President



Dr. Dean C. Colli, Principal Consultant
(619) 517-6133

with

Dr. Donald F. Averill, Consultant Support

www.PPLPros.com

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Preparation: Customizing the Search

PPL is successful in conducting executive searches and will assist you in making the search fit the specific needs of your organization. When PPL is selected as your search consultant, we will meet with appropriate groups and individuals to review all the parameters for the search, including:

- Working with the Board of Trustees on all aspects of the search
- Developing a timeline
- Involving constituents and community in the process
- Identifying role of constituents in the decision making process
- Determining expectations of the new executive
- Identifying challenges facing the College/District and the prospective executive
- Orienting the Search Committee
- Coordinating all search activities with the Office of Human Resources
- Reviewing and agreeing to roles and responsibilities of all parties involved, as outlined by the District

PPL can perform a complete search service or will work with the district to design search services that will fit your needs and your budget. This proposed list of services and attendant budget address costs for a full search. PPL is open to modifying that budget and the services provided, should that be necessary.

PPL anticipates that the District will perform the following:

- Identify an appropriate District employee as chair of the Search Committee, who will work with the consultants in facilitating the search and selection process.
- Provide staff and logistical support for all meetings: scheduling/location; email/print agendas and minutes; scheduling candidates' appointments and Board involvement.
- Publish and mail the position announcement.

- Consultant assists the District to build an organizational profile and to gather other information identifying the needs of the District relative to the position as well as District and community information resources for the candidates.

- Consultant dialogues with Search Committee in open meetings to review Committee responsibilities and expectations, to outline the search process, and to further identify institutional strengths, challenges and opportunities related to the position and desired qualifications, experience, skills and personal characteristics sought. Consultant will attend all meetings of the Search Committee to provide advice and assistance in each aspect of the Committee's responsibilities. PPL does not limit the number of campus visits made in order to assure that as effective a process as possible is conducted.

- Consultant conducts open meetings and or surveys with the campus community to further identify institutional strengths, challenges and opportunities as well as desired qualifications, experience, skills and personal characteristics sought.

- Consultant assists the district to prepare a draft brochure describing the College/District, institutional strengths, challenges and opportunities facing the new CEO, expected qualifications, experience, skills, and characteristics of the executive, compensation information, and application procedures. The PPL Principal Consultant may be identified in the brochure and similar announcements as a source for the candidates to discuss inquiries about the position, the college, and the service area. Regardless of whether the Principal Consultant is identified in such communications, he will be available to answer such inquiries.

- Search Committee reviews the brochure and recommends a draft to the appropriate party for approval. In that the brochure is based on the Board's direction, as informed by the meetings with campus and the public, PPL typically recommends that the Board make the final approval of this search document.

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Recruitment

Consultant assists the College/District in identifying nationwide, State level and other appropriate publications for placing ads for the position. A wide variety of journals and other media will assure reaching a diverse pool of prospective candidates. Care will be taken to stay within the budget set by the District for such purposes, recognizing the efficiencies brought by PPL con-

- District will receive applications and, with the assistance of the Consultant, will conduct the initial screening to determine whether minimum requirements are met. All complete and qualified applications are made available for review by the Search Committee.

- Search Committee screens the applicants down to a manageable number of candidates to interview (usually 8-10).

- Consultant meets with the appropriate District representative(s) to review adequacy of pool.

- As directed by the Board, Consultant may conduct reference checks on candidates to be interviewed and shares any identified concerns with the Search Committee. Such calls are thorough and not limited to only two or three per candidate. PPL does not outsource reference checking; all calls are made by PPL consultants. Note that limitations on reference checking may be made by an applicant to maintain confidentiality of the candidacy until s/he reaches finalist status. Limitations on the number of references may also occur as a result of the number of applicants selected for an interview and the timeline agreed to between PPL and the College/District.

- Search Committee recommends 3-5 candidates (or the number requested by the Board) to the Board of Trustees for the final phase of the search process. PPL typically recommends to the Board that selected finalists will be communicated by the Search Committee in an ***unranked*** list of candidates.

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References, Final Interviews, Site Visit, Selection, Contract Negotiation and Expectations

- Consultant summarizes for the Board each finalist's strengths and weaknesses as perceived by the Search Committee.

- Consultant assists the Board in developing questions, procedures and rating forms for interviewing the finalists.

- Open forums with each of the finalists may be conducted and, if so, Consultant will assist the District, as appropriate. Forums allow constituencies and the community to talk with the finalists and to communicate their written impressions to the Board.

- We have been successful in attracting large, diverse recruitment pools.

- Our philosophy is to advise and guide, not to direct, a District in its search and selection efforts. We will suggest practices and approaches that have been successful and caution you about those that have been problematic. However, we will not insist on a specific way to accomplish a task or a phase of the process.

- The confidentiality of the process is important to us. We will ask for confidentiality for the candidates in the process up to the point that they become finalists, and we will also ask for full and equitable consideration for each qualified candidate.

- Our firm works as a team, while providing you a Consultant committed to your search alone. The principal consultant will be available as a calendar is mutually developed between PPL and the District. If, for some unforeseen reason, the principal consultant has an unavoidable conflict, the PPL director identified as consultant support or another PPL director will fill in. You benefit from the efforts of a team while getting individual, sustained, and concentrated effort from an experienced professional.

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Cost Proposal

PPL will conduct the entire scope of search services for a total amount that includes all professional services of the consultants and all necessary campus visits. ***No limits*** will be placed on the number of ***visits*** or number of ***references*** contacted.

Fees for each phase of the search activities described in the proposal are as follows:

Section	Description	Fee
2 & 3	Organization, Design, Committee Work	$4,500
4	Evaluation Tools, Recruitment	$5,000
5	Screening/Prelim Reference Checking/Interviewing/Recommending finalists	$5,500
5 & 6	In-Depth Reference Checking, Board Evaluation Tools	$5,000
6	Final Interviews, selection, contract, mutual expectations	$4,000

- Should some search activities be held on several consecutive days (e.g. Committee interviews, Board interviews), the Consultant's lodging and meal expenses may be an additional cost. ***Expenses will not exceed $3,000.***

advertising that the District will undertake, PPL will seek out applicants through its contacts and networking. Candidates will be treated with respect and fairness. A serious attempt will be made to protect the confidentiality of each applicant, if requested, until they are introduced in a public forum or announced as a finalist by the Board. Applicants will be given accurate and relevant information about the District and the position.

Fair and objective screening criteria and processes. Principles of equal opportunity will be observed and adhered to. Specifically, unnecessary criteria and qualifications will be avoided in developing the position specifications to help assure that competent individuals are not excluded. Position specifications will be carefully developed based on the requirements and expectations of the District. Criteria based on the job specifications will be used to screen and rate the applicants. Applicants will be advised of the status and disposition of their respective candidacies in a timely fashion.

Diversity in the recruitment pool and full consideration of each applicant. PPL strives to recruit a diverse pool and to assure that each applicant receives careful consideration. The results of PPL's searches speak to the diversity of those pools.

Thorough reference checking. Reference checking will assess the candidate's strengths and weaknesses as related to the position. Personal contacts will be made to board members (where an individual has reported to a board), supervisors, colleagues, constituent group leaders, community leaders, and other sources identified as having relevant information.

Dr. Dean C. Colli

Dr. Dean C. Colli founded with his wife, Sharon H. Colli, Colli & Associates/Education Consultants upon his retirement in 2007. Since then, he has also joined Professional Personnel Leasing, Inc. (PPL) as a director and its senior associate for Southern California, where he has led executive searches and placed expert consultants at local colleges. With Colli & Associates, he has consulted with California community colleges in various capacities, such as enrollment management and executive team building, and regularly consults with the University of Pacific's Benard School of Education.

In 2007, Dr. Colli retired from his 35-year career in permanent positions within California public education as interim president at Grossmont College, a position he held for 1.5 years after serving as the College's vice-president for Academic Affairs since 1999. Dean has also served in administrative positions at three other California community colleges—as dean of Occupational Education at Columbia College, Hartnell College, and Modesto Jr. College. As dean of College Services during his last five years at Modesto Jr. College, he served as the campus budget officer, coordinator of planning, and foundation director. Earlier at the community college level, he was a Business faculty member, an Academic Senate President, and bargaining unit leader. Dean began his career in secondary education, as a high school Business Education teacher and work experience coordinator.

In related professional pursuits, Dean held leadership roles in regional and statewide professional associations for community college chief instructional officers (vice-president) and occupational education (statewide vice-president and president). He also served on numerous community college regional and statewide committees. He was a member of and led approximately 20 accreditation evaluation teams, primarily with the Accrediting Commission for Community and Junior Colleges (ACCJC/WASC). While at Modesto Jr. College, he was the administrative chair for the College's 1999 ACCJC Comprehensive Evaluation Self-Study.

Dean has been active in the local community, both throughout his professional career and in retirement. He has been a member of and held leadership positions in service organizations and presently is a member on San Diego East County YMCA Board of Management and the Salvation Army Ray & Joan Kroc Center Program Advisory Committee. He is also a current Board member and officer of The Centre for Organization Effectiveness, a firm providing leadership and organizational development primarily to public sector clients under a JPA arrangement between the City of San Diego and the San Diego County Water Authority.

Dean earned an undergraduate degree in Business Administration at Fresno State College, a Masters degree in Educational Supervision at University of California, Santa Barbara, and a Doctorate in Educational Leadership at University of the Pacific.

economic development by the Economic and Workforce Development Programs of the California Community Colleges. He also received the Distinguished Alumni Award from the University of La Verne presented by the doctoral program.

Working through PPL Dr. Averill has successfully concluded California Community College executive searches for Barstow, Glendale, Los Angeles Harbor, and Mt. San Antonio Community Colleges; he has used his expertise to provide executive coaching and consulting services in accreditation issues and workforce development.