AGREEMENT BETWEEN

PROFESSIONAL PERSONNEL LEASING, INCORPORATED

AND

PALO VERDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into this 1st day of March 2012 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 three thousand dollars ($ 3,000) 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, 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.

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 unemployment insurance, Workers' Compensation Insurance, Social Security or Medicare taxes, or contribution 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-four thousand dollars ($24,000.00). PPL will bill the District $4,000 per month plus any expenses incurred from March through August 2012. PPL will invoice for the balance upon completion of the services to be provided. 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, these 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.** 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 March 1, 2012 and ending July 31, 2012, or when the search is completed**.**

PROFESSIONAL PERSONNEL LEASING, INC.
Tax Id # 33-0205012

DATED: March 1, 2012____ By:_____

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

PALO VERDE COMMUNITY COLLEGE DISTRICT

DATED: _____ By:_____

Denise Whitaker, Interim Superintendent/President
One College Drive
Blythe, CA 92225
Phone: 760-921-5499

APPENDIX "A"
INDEPENDENT CONTRACTOR
PROFESSIONAL PERSONNEL LEASING, INCORPORATED
Dr. Don 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.

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 finalist(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.