

Board of Trustees Agenda Item

Board Meeting Date: May 7, 2012

Title of Item:

CONTRACT RENEWAL BETWEEN FOOTHILL-DEANZA COMMUNITY COLLEGE DISTRICT AND PROFESSIONAL PERSONNEL LEASING FOR SERVICES PERFORMED BY RICHARD HENNING.

Background and Analysis:

Board approval is requested for a contract renewal with Professional Personnel Leasing, for the services performed by Richard Henning for the term of July 1, 2012 to June 30, 2013. No changes in the amount of the contract. Payment to remain at \$9181.00 per month, with \$3000 expense reimbursement for travel to a yearly conference, as well as a \$1000 entertainment fund.

Recommendation: (specify if information only)

Foothill College President recommends approval of contract with Professional Personnel Leasing.

Submitted by:	Judy Miner, x7200
Additional contact names:	Shirley Treanor, x7364
Is backup provided?	Yes

AGREEMENT BETWEEN
PROFESSIONAL PERSONNEL LEASING, INCORPORATED
AND
FOOTHILL-DEANZA COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into this 1st day of July 2012, by and between Foothill-DeAnza Community College District (hereinafter "District") and Professional Personnel Leasing, Inc., (hereinafter "Contractor") to perform various professional and administrative consulting services to District.

IT IS MUTUALLY AGREED that the Contractor will provide consulting services under the following terms and conditions listed below and as shown in Appendix "A".

NOW, THEREFORE, it is agreed as follows:

1. **Assignment of Personnel.** Contractor shall assign Subcontractor (Richard Henning) to perform the services described in this agreement and represents that he is fully qualified and competent to perform the enumerated duties. In that regard, PPL's interest is in the desired results and PPL abandons the right to control the manner and means by which the results are achieved by Subcontractor. The Subcontractor agrees he will not create a competing speakers series within a 50 mile radius of the De Anza College campus in Cupertino, California. If at any time for any reason Subcontractor is unable to perform the services described in this agreement to the satisfaction of the District, the District may terminate this agreement upon 30 days notice to Contractor. Notice of termination may be given by mail, telephone or fax.

2. **District Support.** District agrees to comply with all reasonable requests of Subcontractor necessary to the performance of Subcontractor's duties under this agreement and to arrange for rooms, information and documentation necessary to carry out Subcontractor's obligation and communications with District. The Subcontractor attends an annual conference comprised of presenters of speakers. **The District will reimburse Subcontractor up to three thousand dollars (\$3,000.00) for necessary transportation, meals, lodging and registration fees for attendance at this conference.** District will provide a one thousand dollar (\$1,000.00) entertainment fund to be billed with the July billing.

3. **Indemnification.** Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees arising out of or resulting from the Contractor performance of this Agreement, which are not caused by District negligence, willful misconduct or lack of good faith.

District agrees to defend, indemnify and hold harmless the Contractor and its officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees arising out of or resulting from the District's performance of this Agreement, which are not caused by Contractor's negligence, willful misconduct or lack of good faith.

4. **Contractor/Subcontractor Not Employee of District.** It is understood that Contractor is responsible for the actions of its officers, agents or employees, and servants; that District does not assume any liability under law for any act of Contractor, its officers, agents or employees while traveling to or performing the duties set forth in this Agreement. Subcontractor shall be responsible for the payment of any unemployment insurance, Workers' Compensation Insurance, Social Security, Medicare taxes, or contribution of federal or state income tax withholding as required by state or federal law for its employees and or subcontractors.

5. **Payment.** Payment to Contractor in consideration of services performed in accordance with this Agreement shall be paid as follows: **Monthly fee base;** nine thousand one hundred eighty-one dollars (\$9,181.00) for each month of service rendered by the Subcontractor as outlined in appendix "A". Contractor will bill District at the end of each month. The Invoice shall be in a form approved by District. The District will reimburse Contractor for services provided within thirty (30) days of receipt of a valid invoice. **Year-end Bonus;** To be paid within 45 days after the District Business Office confirms that the Celebrity Forum II and/or Celebrity Forum III made a net profit for the current fiscal year and that any accumulated net losses have been exhausted. The bonus for Celebrity Forum II shall be calculated to be the lesser of 10% of gross sales (including any sponsorships)' or current year net profit reduced by any accumulated net loss; and an additional amount from Celebrity Forum III which shall be 10% of gross sales if net profit exceeds \$50,000.00, or 5% if net profit is at or below \$50,000.00.

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

7. **Limitations of Consultant Powers.** Subcontractor shall perform the services as defined in Appendix "A". To the extent that the law allows, Subcontractor may discharge duties that are consistent with his 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 subcontractor shall coordinate to ensure the orderly and consistent administration of the area of consultation.

9. **Compliance with Laws.** Subcontractor shall comply with all applicable Federal/State/Local laws, administrative regulations, District policies, and executive orders including but not limited to laws prohibiting discrimination based on age, disability, sex, race, creed, national origin and marital status.

10. **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.

11. **Terms of Agreement.** This agreement shall remain in full force and effect beginning July 1, 2012 and ending June 30, 2013 unless terminated by either party in accordance with paragraph 10 above. This agreement may be extended by mutual agreement of all parties hereto.

Contract #FHDARH0612

FOOTHILL-DEANZA
COMMUNITY COLLEGE DISTRICT

DATED: _____

By: _____

Name: _____

Title: _____

PROFESSIONAL PERSONNEL LEASING, INC.

DATED: *APRIL 25, 2012*

By: *Guy F. Lease*
Guy F. Lease
Executive Vice President / CFO
P.O. Box 17457
South Lake Tahoe, CA 96151
Phone 530-307-9765
guy.lease@gmail.com

FHDARH0612

6/30/2012

APPENDIX "A"
INDEPENDENT CONTRACTOR
PROFESSIONAL PERSONNEL LEASING INCORPORATED
RICHARD HENNING

DESCRIPTION OF SERVICES

The Subcontractor will provide the following services to the District.

1. Select and arrange for celebrity speakers for three (3) District speaker series.
2. Coordinate the marketing of the District speaker series.
3. Coordinate the sale of tickets for the District speaker series.
4. Handle concerns and problems related to items 1, 2 & 3 above.
5. Manage logistics for each district speaker event at the Flint Center in conjunction with the theater manager.
6. Set up receptions whenever possible featuring celebrity speakers to develop potential valuable friendships.
7. Assist the College Presidents and the Executive Director of the Foundation to network through the appearances of the celebrity speakers, which in addition to receptions include introductions to VIP's, photographs and autographs.

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