



**AGREEMENT BETWEEN**

**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**

**AND**

**COMMUNITY COLLEGE LEAGUE OF CALIFORNIA**

This agreement made and entered into on the \_\_\_ day of \_\_\_ 2012 to cover the period of November 1, 2012 through October 31, 2013, by and between the Chabot-Las Positas Community College District, hereafter referred to as "District," and Community College League of California hereafter referred to as the "League".

WHEREAS, the District is desirous of bringing its Board Policy Manual and Administrative Procedures Manual up-to-date, and

WHEREAS, the League is qualified by experience, knowledge, and materials to assist with the coordination and supervision of updating Board Policy and Administrative Procedures Manuals, and

WHEREAS, Pursuant to Government Code Section 53060, the governing board of the District may contract with persons experienced and competent to perform special services and provide advice in financial, economic, accounting, engineering, legal or administrative matters,

NOW, THEREFORE, the District and the League, for the considerations hereinafter named, agree as follows:

FIRST: The League agrees to perform the professional, technical and management services hereinafter set forth when and as assigned by the District, and

SECOND: The District agrees to pay the League a fee, together with such other payments and reimbursements as are hereinafter provided.

**LEAGUE CONSULTANT'S SERVICES**

**ARTICLE 1:**

The League agrees to assign a League-approved Consultant to provide professional services and consultation to assist the District in the revision of its Board Policy and Administrative Procedures Manuals. The Consultant's services will include, but may not be limited to, the following:

- Presenting a work plan to the District for approval.
- Drafting up-to-date policies for all sections of the Board Policy Manual using as a starting point the League's sample policy templates and the District's current board policies.
- Drafting recommendations for new Administrative Procedures, using as starting points the current District administrative procedures, procedures now contained in the District's Board Policy Manual, and the League's sample procedures.

- 
- 
- Providing to District designee draft board policies and procedures for review by appropriate groups of employees for review.
  - Finalizing the recommended Board Policies for review and adoption by the Board.
  - Finalizing the Administrative Procedures Manual for review and adoption by the Chancellor.
  - Providing the District with the Board Policies and Administrative Procedures in an electronic format which can be easily updated and uploaded on the District website.
  - Being on-site up to two days a month.

The League reserves the right to choose the Consultant and change the Consultant if necessary.

## **FEE STRUCTURE**

### **ARTICLE 2:**

The fee structure for the work conducted under this Agreement shall be \$27,500 for November 1, 2012 to October 31, 2013. If the work of the Consultant exceeds 300 hours during this timeframe, additional hours will be billed to the District at the rate of \$70 an hour for research, creation of documents, or meeting with District personnel, and at \$25 an hour for transportation time or telephone consultation with District personnel. The fee includes travel expenses incurred by the consultant. In addition, there shall be a \$2,500 fee to cover League administrative costs, with total costs not to exceed \$30,000 to the District unless additional hours of work are agreed upon by the District.

The District reserves the right to approve the additional professional costs prior to the expenditure of those costs. If the work extends beyond October 31, 2013, this contact may be extended at the discretion of both the District and the League.

## **METHOD OF PAYMENT**

### **ARTICLE 3:**

**Quarterly payments** to the League will be made with the approval of the District, upon presentation of the League's invoice. Each invoice shall be documented in such detail and demonstrate such progress on each portion of the work as the District may reasonably deem appropriate, as determined by the District.

## **INDEMNIFICATION**

### **ARTICLE 4:**

To the extent allowed by law, the League must save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity arising out of any activities in the performance of the Agreement.

To the extent allowed by law, the District must save, keep, bear harmless, and fully indemnify the League and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity arising out of any activities in the performance of the Agreement.

The District must agree to have the final Board Policy Manual and Administrative Procedures Manuals examined by legal counsel before final adoption to assure the contents are in compliance with legal requirements, legal advisements, or suggested good practice.

---

---

## **EMPLOYEE RELATIONSHIP**

### **ARTICLE 5:**

The League and Consultant are not employees of the District. It is understood that the Consultant is responsible for his/her actions and that the Consultant is not an employee or servant of the District regardless of the nature or extent of the acts performed by the Consultant. Therefore, since the Consultant has been deemed not to be an employee of the District, the District does not assume liability under the law for any act or performance pursuant to this Agreement.

## **CANCELLATION**

### **ARTICLE 6:**

Either party giving written notice to the other may cancel this Agreement at any time, with or without cause. In the event of such cancellation, the League shall be paid for authorized services. In ascertaining the services actually rendered hereunder up to the date of the termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports and other documents whether delivered to the District or in the possession of the Consultant or League.

## **OWNERSHIP OF DOCUMENTS OR REPORTS**

### **ARTICLE 7:**

Services as represented on documents or reports are to become the property of the District whether the work is completed or not and may be used by them in any fashion they see fit. Notwithstanding the foregoing, however, the League reserves the right to use any documents or data prepared or collected during the course of this work for other purposes as it sees fit, provided, however, that no such use shall allow the District to be identified without the consent of the District.

## **CONSULTANT PERSONAL SERVICES**

### **ARTICLE 8:**

It is agreed that the District is relying on the personal services of the Consultant and upon his/her technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by the District.

It is further understood and agreed that the Consultant shall not assign nor transfer his/her duties under this Agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of the District.

## **CONFLICT OF INTEREST**

### **ARTICLE 9:**

The Consultant agrees to perform services exclusively for the District under this Agreement, and expressly agrees not to undertake any conflicting duties to others, with or without compensation, which could in any way compromise that responsibility. The Consultant shall not disclose to others

---

---

any confidential information gained from this relationship without the prior, written permission from the District. Further, the Consultant shall not seek to use his/her position, the information gained thereby, nor any other aspect of the project or his/her relationship with others involved in it, for personal gain or other remuneration or benefit, beyond the compensation provided for herein.

**TERM OF AGREEMENT**

**ARTICLE 10:**

This Agreement shall be effective when signed by all parties. Services shall commence upon execution of this Agreement.

This Agreement may be amended but only by an instrument in writing signed by all parties.

**By:** \_\_\_\_\_  
**Chabot-Las Positas Community College District**

**Date** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Community College League of California**

**Date:** \_\_\_\_\_