

## INTERJURISDICTIONAL EXCHANGE AGREEMENT

### Community College District – Chaffey Community College District Umoja Community Education Foundation

#### 1. Services to Be Provided

This agreement (“Agreement”) is entered into by and between the Chabot Las Positas Community College District (“District”), Chaffey Community College District (“Chaffey”) and Umoja Community Education Foundation, a California nonprofit public benefit corporation (“Umoja”) and is dated **August 1, 2016**.

The purpose of this agreement is to reassign **Tom deWit**, an employee of District (referred to herein as “Associate Director”), to Chaffey on a **sixty percent (60%)** basis to function as an Associate Director for the benefit of Umoja under that certain Memorandum of Understanding between Chaffey and Umoja effective **July 1, 2016** (“MOU”) for the period of **August 1, 2016 to May 30, 2017**.

#### 2. Project Representatives

The parties’ representatives during the term of this agreement will be:

##### COMMUNITY COLLEGE

Name: Dr. Susan Sperling  
Title: President, Chabot College  
Phone: (510) 723-6606  
Email: [ssperling@chabotcollege.edu](mailto:ssperling@chabotcollege.edu)

##### CHAFFEY

Name: Eric Bishop  
Title: Interim Vice President, Student Services  
Phone: (909) 652-6502  
Email: [eric.bishop@chaffey.edu](mailto:eric.bishop@chaffey.edu)

##### UMOJA

Name: D’Karla Assagai  
Title: Executive Director  
Phone: (916) 571-2695  
Email: [dassagai@umojacommunity.org](mailto:dassagai@umojacommunity.org)

#### 3. Costs and Attendance

During the term of this reassignment, District will directly pay to Associate Director his/her current salary and benefits. All attendance records shall be reported to the District on a monthly basis by submittal of a standardized time sheet signed by Umoja’s Representative and Chaffey’s

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Representative on the last business day of each month.

**Chabot will invoice Umoja in December 2016 for \$20,656 and in April 2017 for \$20,655. This is based on sixty percent (60%) reassigned time at a rate based on replacement costs for a temporary leave replacement at \$68,852 annually; this makes the annual cost  $0.60 \times \$68,852 = \$41,311$ .** Umoja shall, immediately and in no instance more than five (5) days of receipt of such invoice, submit the invoice to Chaffey in accordance with the MOU. Chaffey shall pay the invoiced amount to Umoja within 30 days of receipt of the invoice. Umoja shall immediately, and in no instance more than five (5) days from receipt of such payment from Chaffey, pay the invoiced amount to Chabot. Umoja and Chaffey shall furnish detailed itemization of and retain all records relating to direct expenses paid to Associate Director and all hours Associate Director is employed under this Agreement for which Chaffey is billed.

*Invoices for services rendered are to be delivered to:*

Umoja Community Education Foundation  
P.O. Box 188067  
Sacramento CA 95818

*Payments shall be tendered to:*

Chabot Las Positas Community College  
District  
7600 Dublin Blvd  
Dublin, CA 94568

#### 4. **Amendment**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

#### 5. **Assignment**

Neither party may transfer by assignment or novation the performance of this Agreement or any part thereof except with the prior written approval of the other party. Any such assignment without prior written approval is void.

#### 6. **Audit**

Chaffey and Umoja agree that District, the California Community Colleges Chancellor's Office ("the Chancellor's Office"), the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Chaffey, both for itself and Umoja, agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Chaffey agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Chaffey agrees to include a

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similar right of District, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), to audit records and interview staff related to performance of this Agreement. (Gov. Code, § 8546.7).

#### 7. **Indemnification**

To the fullest extent permitted by applicable law, Chaffey shall defend, indemnify, and save harmless District (including its trustees, officers, agents, members, employees, and representatives), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever related to, arising out of, or in connection with, Chaffey's or Regional Coordinator's work or services to be performed under this Agreement, including, but not limited to personal injury to any person, death to any person, damage to any property, penalties, infringement of patent rights, claims and liens for labor performed or materials used or furnished, any violation by Chaffey or Regional Coordinator of any law, order or regulation arising out of or resulting from this Agreement, except as otherwise prescribed by applicable law, or caused or alleged to be caused, in whole or in part, by any negligent act or omission of District or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Umoja shall, in turn, indemnify and hold Chaffey harmless as set forth in Section 9.0 of the MOU.

#### 8. **Disputes**

In the event of a dispute, the parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, District agrees to file a "Notice of Dispute" with Chaffey within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor of Chaffey or his or her designee shall meet with District for purposes of resolving the dispute. The decision of the Chancellor shall be final.

#### 9. **Termination**

- a. **Termination Option.** District may, at its option, terminate this Agreement at any time upon giving thirty (30) days' advance notice in writing to Chaffey in the manner herein specified. In such event, the last invoice shall be prorated for any partial month outstanding.
- b. **Event of Breach.** In the event of any breach of this Agreement, District may, without any prejudice to any of its other legal remedies, terminate this Agreement upon five (5) days' written notice to Chaffey. In such event, the last invoice shall be prorated for any partial month outstanding.

#### 10. **Independent Status of Contractor**

Chaffey and Umoja, and the agents and employees of Chaffey and Umoja, in the performance

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of this Agreement, shall act in an independent capacity and not as officers nor employees nor agents of Director.

#### 11. Nondiscrimination Clause

- a. During the performance of this Agreement, Chaffey and Umoja and their respective subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age, sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Chaffey and Umoja and their respective subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Chaffey and Umoja and their respective subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- c. Chaffey and Umoja and their respective subcontractors shall also comply with the provisions of Government Code sections 11135-11139.8.
- d. Chaffey and Umoja and their respective subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

12. **Insurance.** Umoja shall procure and maintain during the life of the Agreement General Liability and Automobile Liability Insurance. General Liability Insurance and Automobile Liability Insurance that shall protect the Regional Coordinator from all claims of bodily injury, property damage, personal injury, death, or other injury, and medical payments arising from any portion of the Services. Umoja shall maintain such General Liability Insurance, with a single combined limit of one million dollars (\$2,000,000.00), and such Automobile Liability Insurance that provides not less than one million dollars (\$1,000,000.00) per occurrence applicable to all owned, non-owned and hired vehicles.

#### 13. Timeliness

Time is of the essence in this Agreement.

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#### 14. **Governing Law**

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Agreement shall be in San Bernardino County, California.

#### 15. **Unenforceable Provision**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

#### 16. **Notice**

Any notice to either party that is required or permitted to be given under this Agreement shall be given to the persons and addresses listed in Article 2 by certified mail, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by post office, such notice shall be postponed 24 hours for each such intervening day.

#### 17. **Waiver**

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of either party to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the other party of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement or any part thereof nor the right of the other party to thereafter enforce each and every such provision.

#### 18. **Captions**

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

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<b>CHAFFEY COMMUNITY COLLEGE DISTRICT</b>	<b><u>Chabot Las Positas</u> COMMUNITY COLLEGE DISTRICT</b>	<b>UMOJA COMMUNITY EDUCATION FOUNDATION</b>
Date:	Date:	Date:
By:	By: Lorenzo Legaspi, Vice Chancellor	By:
Its:	Its:	Its: