

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 2, 2017.

The purpose of this agreement is to reassign Tom deWit, and 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 the certain Memorandum of Understanding between Chaffey and Umoja effective November 16, 2017 (“MOU”) for the period of November 16, 2017 to May 30, 2018.

2. Project Representatives

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

COMMUNITY COLLEGE

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

CHAFFEY

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

UMOJA

Name: Teresa Aldredge
Title: President, Board of Directors
Phone: (916) 661-6455
Email: taldredge@umojacommunity.org

3. Cost 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 by Umoja’s Representative and Chaffey’s representative on the last business day of each month.

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Chabot will invoice Umoja in December 2017 for \$24,211.50 and in April 2018 for \$24,211.50. This is based on a sixty percent (60%) reassigned time at a rate based on replacement cost for a temporary leave replacement at \$70,918 annually; this makes the annual cost $0.60 \times \$70,918 = \$42,511$ plus \$5,872 (13.8% consolidated benefits costs), totaling \$48,423. 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 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 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, of their designed representative(s), to audit records and interviews staff related to performance of this assignment. (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 the District for purpose 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 of this Agreement, shall act in an independent capacity and not as officers nor employees nor
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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 the 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 Coordinators 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 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 Provisions

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, 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 constructed 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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CHAFFEY COMMUNITY COLLEGE DISTRICT	<u>Chabot Las Positas</u> COMMUNITY COLLEGE DISTRICT	UMOJA COMMUNITY EDUCATION FOUNDATION
Date: <u>10/19/17</u>	Date: _____	Date: <u>10/18/17</u>
By: 	By: _____	By: <u>Jenna W. Stedje</u>
Its: <u>Vice President Student Project Director</u>	Its: <u>Vice Chancellor, Business</u>	Its: <u>Board President</u>