

AGREEMENT between the
Association of Community College Trustees
and
Chabot-Las Positas Community College District

For the sum of \$30,000, *plus consultant(s) travel expenses and shipping costs*, the Association of Community College Trustees (“ACCT”) agrees to provide comprehensive search services to assist the Board of Trustees (“Board”) of the Chabot-Las Positas Community College District (“District”), CA in its search for a new Chancellor. For the additional sum of \$2,000, *plus facilitator travel expenses*, ACCT agrees to provide a facilitated retreat with the Board and the newly selected Chancellor within 100 days of the commencement of the Chancellor’s employment.

The process will begin on or about August 1, 2018.

Search services to be provided by ACCT staff/consultant(s) include: candidate recruitment, processing of candidate applications, In-Depth Summary Reference Reports on up to three final candidates, technical assistance, and preparation of candidate review materials. The District has the option of Consultant facilitation of meetings and interviews via interactive video teleconference sessions. For on-site visits (up to three visits) by the Consultant to facilitate meetings in-person, the District agrees to pay the Consultant’s travel expenses. In-depth Summary Reference Reports on more than three final candidates will be billed at a rate of \$1,200/candidate, plus telephone and overnight mail charges. The Board has the option to request additional on-site visits by the Consultant at \$3,000 per visit (plus Consultant travel expenses). Any goods or services purchased independently by the District in furtherance of the search, including, but not limited to, advertising position announcements, profile brochure/letter regional mailings, etc., are not included in the search services fee and are the sole responsibility of the District.

ACCT agrees to provide a facilitated retreat customized for the Board and newly selected Chancellor within 100 days of the commencement of the Chancellor’s employment. The retreat fee includes: honorarium for the retreat facilitator, preparation of materials, design of the retreat, and related assistance. The District agrees to pay the retreat facilitator’s travel expenses.

All individuals involved in the process of selecting the Chancellor of the Chabot-Las Positas Community College District are expected to honor the Confidentiality Policies (attached as page 3 of this contract) and to respect the confidentiality of the candidates’ personal and professional goals and current positions.

Either party may cancel this agreement with a thirty- (30) days notice to the other party. If instituted, the District would reimburse only those charges incurred by ACCT on behalf of the District up to that point in time.

INDEMNITY AND HOLD HARMLESS, THIRD PARTY LITIGATION. Notwithstanding anything herein to the contrary, each party shall defend, indemnify, and hold the other party, its directors, officers, agents, representatives, employees and assigns (herein referred to cumulatively as “Indemnitees”), harmless from and against claims for bodily injury or death to any person and damage to property of Indemnitees or others and all reasonable costs and expenses (including without limitation court costs, reasonable attorney’s fees, accountant’s fees and expert fees) to the extent the same is caused by the intentional or negligent action or negligent inaction of such party, its directors, officers, agents,

representatives, employees and assigns. The foregoing indemnity shall not be construed to indemnify any Indemnitee to the extent that any claim or expense is caused by the Indemnitee's negligent action or negligent inaction.

MANDATORY ARBITRATION. All disputes concerning the terms of this Agreement or claims by either party pursuant to this Agreement, including but not limited to termination of this Agreement, are subject to and shall be submitted to mandatory arbitration under the auspices of the American Arbitration Association. The Commercial Rules as they exist at the time of the dispute or claim shall apply. Venue for the Arbitration shall be the District of Columbia. Each party shall be individually responsible for the cost of its own attorney fees and its pro rata share of the costs of Arbitration including Arbitration fees.

Fee is to be paid in two increments, as follows: \$16,000 to be invoiced by September 10, 2018 and \$16,000 to be invoiced by December 10, 2018. Travel expenses incurred by staff/consultant(s) will be billed as they occur. Any remaining balance (e.g. additional site visit fees) is to be paid upon completion of all services as per above Agreement.

Signature

Signature

Name

Name

Title

Title

Date

Date

AGREEMENT between
Chabot-Las Positas Community College District
and the
Association of Community College Trustees

CONFIDENTIALITY POLICIES

All individuals involved in the process of selecting the Chancellor of the Chabot-Las Positas Community College District are expected to honor the following policies and to respect the confidentiality of candidates' personal and professional goals and current position.

1. The District is committed to conducting an open and equitable search process that conforms to the District's EEO regulations, and to meet the spirit of EEO, as well as the legal requirements of the state.
2. The official spokesperson for the search is the Board President or the Chair of the Search Committee. Other individuals should not discuss the search with members of the press or District constituency groups. Regular progress reports will be sent to all interested groups and the media.
3. All candidate files are considered confidential and must be maintained and reviewed in a manner that insures that candidates' identities are not divulged.
4. Information on whether or not an individual is a candidate and candidates' status at each stage of the search is considered confidential.
5. All information contained in semifinal and final candidates' background and reference reports is considered confidential.
6. The identity of candidates is not to be divulged to the press, to members of District constituency groups, and to the community, unless and until the candidates are invited to come to the District for open interviews as final candidates.