
**AGREEMENT BETWEEN THE
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND THE
COMMUNITY COLLEGE LEAGUE OF CALIFORNIA**

This agreement made and entered into on the 1st day of November 2020, to cover the period of November 1, 2020, through October 31, 2021, by and between the Chabot-Las Positas Community College District, hereafter referred to as “District,” and the Community College League of California hereafter referred to as the “League.”

WHEREAS, the District is desirous of bringing its Chapter 5 (Student Services) Board Policies and Administrative Procedures up-to-date and in compliance with state/federal law as well as regional accreditation standards, and

WHEREAS, the League is qualified by experience, knowledge, and materials to assist with the updating and revising of board policies and administrative procedures using the Policy & Procedure Service’s legally vetted, up-to-date policy/procedure templates, 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 SERVICES

ARTICLE 1:

The League agrees to assign Dr. Jane B. Wright, Director of Policy and Procedure Services, to provide professional and consultation services to assist the District in the revision of its Chapter 5 (Student Services) Board Policies and Administrative Procedures to reflect legal updates and revisions in law, Dr. Wright’s services will include, but may not be limited to, the following:

- A. Uploading (in Drop Box) batches of Chapter 5 (Student Services) BPs/APs no later than 60 days in advance of the Chancellor’s Council Review Schedule in accordance with the dates cited in the District’s Planned Chapter 5 Review Cycle (dated 10/22/2020);
- B. Drafting 33 up-to-date BPs for Chapter 5 (Student Services) using the Policy & Procedure Service’s legally vetted, up-to-date board policy templates and the District’s current board policy language;

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- C. Drafting 39 up-to-date APs for Chapter 5 (Student Services) using the Policy & Procedure Service’s legally vetted, up-to-date administrative procedure templates and the District’s current administrative procedure language;
 - D. Including related legal update rationale, legal citation language, and sample language from other districts as deemed appropriate by the Vice Chancellor of Education Services and Student Success; and
 - E. Reflecting Legal Update #37 (late October 2020), Legal Update #38 (late April 2021), and Legal Update #39 (late October 2021) revisions in the District’s Chapter 5 (Student Services) BPs/APs.

FEE STRUCTURE

ARTICLE 2:

The fee structure for the work conducted under this Agreement shall be **\$8,000**.

If the work of the League extends beyond the contract period of November 2020 - October 2021, additional hours will be billed to the District at the rate of \$200 an hour for research/creation of documents and at \$100 an hour for telephone consultation with District personnel.

If the work extends beyond October 31, 2021, this contract may be extended at the discretion of both the District and the League.

METHOD OF PAYMENT

ARTICLE 3:

Payment to the League shall be made within forty-five (45) days upon receipt of the League’s invoice. Should the District request, the League shall provide documentation to the District of progress on each portion of the work pursuant to this Agreement.

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 shall have any *locally added* or *revised language* to the League’s legally-vetted BP and AP template language reviewed by local legal counsel prior to final adoption/approval to assure the contents comply with the meaning and intent of the law.

EMPLOYEE RELATIONSHIP

ARTICLE 5:

The League and Dr. Wright are not employees of the District. It is understood that Dr. Wright is responsible for her actions and that Dr. Wright is not an employee or servant of the District regardless of the nature or extent of the acts performed by her. Therefore, since Dr. Wright 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 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.

LEAGUE'S PERSONAL SERVICES

ARTICLE 8:

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

It is further understood and agreed that Dr. Wright shall not assign nor transfer 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 League 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 League shall not disclose to others any confidential information gained from this relationship without the prior, written permission from the District. Further, the League shall not seek to use its position, the information gained thereby, nor any other aspect of the project or the 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 November 1, 2020 and terminate October 31, 2021.

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:  _____
Larry Galizio, President & CEO
Community College League of California

Date: **10-23-20** _____