

**PERALTA COMMUNITY COLLEGE DISTRICT
Board of Trustees Agenda Report
For the Trustee Meeting Date of January 22, 2013**

ITEM TITLE: Ratification of the Chancellor's approval of a Contract between the Association of Community College Trustees (ACCT) and the District to extend the services of Dr. Patricia Stanley as the Interim President for Merritt College from January 1, 2013 through January 18, 2013.

SPECIFIC BOARD ACTION REQUESTED: The District requests Board ratification of the Chancellor's approval of a Contract between the Association of Community College Trustees (ACCT) and the District to extend the services of Dr. Patricia Stanley as the Interim President for Merritt College from January 1, 2013 through January 18, 2013.

ITEM SUMMARY: The Chancellor approved the contract between the Association of Community College Trustees (ACCT) and the District to extend the services of Dr. Patricia Stanley as the Interim President for Merritt College from January 1, 2013 through January 18, 2013. Dr. Norma Ambriz-Galaviz will assume her role as the President of Merritt College on January 15, 2013. Dr. Stanley is collaborating with Dr. Ambriz-Galaviz during the presidential transition period. The cost of the contract extension is \$10,690.60 (\$9,315.60 for Dr. Stanley's salary and \$1,375 10% fee for ACCT).
Presenter: Vice Chancellor Trudy Largent

SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT): GENERAL FUNDS

BACKGROUND/ANALYSIS:

DELIVERABLES AND SCOPE OF WORK: SEE CONTRACT ATTACHED

ANTICIPATED COMPLETION DATE: The contract with ACCT will conclude on January 18, 2013.

ALTERNATIVES/OPTIONS: N/A

EVALUATION AND RECOMMENDED ACTION: The Chancellor recommends approval.

OTHER DEPARTMENTS IMPACTED BY THIS ACTION (E.G. INFORMATION TECHNOLOGY):

YES _____ NO X

COMMENTS:

WHO WILL BE PRESENTING THIS ITEM AT THE BOARD MEETING? (VICE CHANCELLOR)

(*****Board contract approval is subject to negotiation and execution by the Chancellor.)

DOCUMENT PREPARED BY:

Prepared by: Trudy Largent Date: 01/09/13
[Trudy Largent, J.D., Vice Chancellor for Human Resources & Employee Relations]

DOCUMENT PRESENTED AND APPROVED BY:

Presented and approved by: Trudy Largent Date: _____
[Trudy Largent, J.D., Vice Chancellor for Human Resources]

FINANCE DEPARTMENT REVIEW

Finance review required Finance review *not* required

If Finance review is required, determination is: Approved Not Approved

If not approved, please give reason: _____

Signature: Ron Gerhard Date: _____
Ron Gerhard, Chief Financial Officer

GENERAL COUNSEL (Legality and Format/adherence to Education Codes):

Legal review required Legal review *not* required

If Legal review is required, determination is: Approved Not Approved

Signature: Thuy Thi Nguyen Date: _____
General Counsel

CHANCELLOR'S OFFICE APPROVAL

Approved, and Place on Agenda Not Approved, but Place on Agenda

Signature: José M. Ortiz Date: _____
José M. Ortiz, Chancellor

Amendment to the Contract

Both parties agree to extend the contract of Dr. Pat Stanley through January 18, 2013.

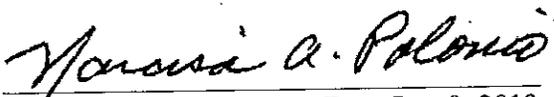
DISTRICT



Chancellor

1.9.13
Date

**ASSOCIATION OF COMMUNITY
COLLEGE TRUSTEES**



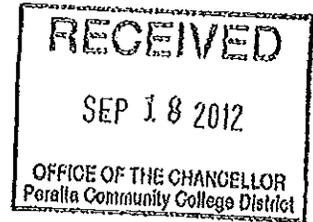
Narcisa A. Polonio Date Jan. 9, 2013

Vice President of Board Leadership Services

1233 20th Street, Suite 301, NW

Washington, DC 20036

202-775-4667 and Fax 202-223-1297



AGREEMENT
ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES
AND
PERALTA COMMUNITY COLLEGE DISTRICT
FOR INTERIM SERVICES

THIS AGREEMENT is made and entered into this day of August 16, 2012 by and between Peralta Community College District (hereinafter "District"), and the ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES (hereinafter "ACCT").

WHEREAS, it is the desire of the Governing Board, upon the recommendation of the Chancellor of the District to employ a professionally trained consultant to provide services as Interim President of Merritt College. See the attached position description.

WHEREAS, the ACCT will provide a consultant to perform such services;

NOW, THEREFORE, in consideration of the mutual promises of their parties hereto, the District hereby retains ACCT upon the terms and conditions contained herein, and ACCT hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions.

1. **Term.** The effective date of this Agreement is August 27, 2012 for a minimum of 4 months, till December 31, 2012. After that time the contract can be extended on an as needed basis by mutual agreement of all parties.
2. **Services by ACCT.** ACCT will provide a Consultant, Dr. Pat Stanley, to provide services as Interim President for Merritt College as assigned by the Chancellor. Specific duties of the President shall be as prescribed by the Chancellor.
3. **Services by District.** The District will provide adequate working conditions and clerical assistance and supplies as necessary for the Consultant to execute the performance objectives. The adequacy of such assistance shall be at the sole discretion of the District.

At no time will ACCT be obligated to provide any of the above items or services to the Consultant.

4. **Performance.** The services performed by ACCT and the Consultant under this Agreement shall be performed according to standards acceptable as agreed upon by the Consultant, ACCT and the District.
5. **Compensation.** Payment in consideration of this Agreement shall be based on an annual salary of \$165,000 to ACCT. Monthly payments by the District to ACCT will be made on each month of services. Such compensation is subject to change only upon the written concurrence of both parties to this Agreement.
 - a. Monthly payments by the District to ACCT include:
 - b. \$14,417 for Consultant for salary (Based on total annual compensation of \$173,000)
 - c. \$1,375 for ACCT administrative processing fee (10% of \$165,000 annual prorated monthly salary)

The District also agrees to reimburse the Consultant the IRS mileage rate for the drive from Florida to the District to start the assignment, and at the end of the assignment pay the IRS rate to drive back to Florida. In compliance with the District's travel policy, the Consultant will receive IRS mileage rate and expense reimbursements for any conferences or professional travel requested by the District Chancellor.

6. **Invoices.** ACCT shall submit monthly invoices to the District for pre-payment at the beginning of each month, of the term of this Agreement detailing expenses and professional fees incurred during the preceding period in providing services under the provisions of this Agreement. District agrees to pay or reimburse ACCT within thirty (30) days after the receipt of each invoice for such expenses or professional fees.
7. **Indemnification.** The District shall indemnify ACCT and its respective affiliates, officers, governing board members and employees, and hold them harmless against any and all liability, loss, damages, costs or expenses, including attorney's fees, which they may incur, suffer, or be required to pay in connection with the defense and/or settlement of any action, suit or proceeding based upon general liability or any other claims brought by any person, entity or organization arising out of any negligent or other wrongful act or omission by the District.
8. **Mandatory Arbitration.** All disputes concerning the terms of this Agreement or claims by either
 - a. party pursuant to this Agreement, including but not limited to termination of this Agreement, are
 - b. subject to and shall be submitted to mandatory arbitration under the auspices of the American

- c. Arbitration Association. The Commercial Rules as they exist at the time of the dispute or claim
 - d. shall apply. Venue for the Arbitration shall be the District of California. Each party shall be
 - e. individually responsible for the cost of its own attorney fees and its pro rata share of the costs of
 - f. Arbitration including Arbitration fees.
9. **Liability for Compensation.** In the event that the District fails to fulfill obligations of compensation to ACCT in any manner, the District hereby agrees, warrants, and represents for itself and its assignees, to hold ACCT harmless from any loss, claim, expense, demand or cause of action of any kind or character brought by the Consultant.
10. **Status of Consultant.** The Consultant shall be considered for all purposes as an independent contractor. The Consultant is not an employee or servant of ACCT regardless of the nature and extent of the acts performed by Consultant; inasmuch as said Consultant is not an employee of ACCT, ACCT does not assume liability under the law for any act of the Consultant performing or traveling pursuant to this Agreement. The consultant will not be a candidate for the permanent position.
11. **Relationship of Parties.** It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture or association between the District and ACCT, but is, rather, an Agreement by and between independent contractors, these being the District and ACCT.
12. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties relating to this consulting engagement and supersedes all prior agreements or understandings between the District and ACCT or their agents.
13. **Severability.** If any one or more of the provisions contained in this Agreement shall be held illegal or unenforceable by a court, no other provisions shall be affected by this holding.
14. **Headings.** The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of this Agreement.
15. **Amendments.** This Agreement may only be amended or modified by mutual consent of the parties in writing.

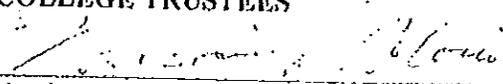
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

DISTRICT


Chancellor

9.18.12
Date

ASSOCIATION OF COMMUNITY
COLLEGE TRUSTEES


Nateisa A. Polonio

Date 8/23/12

Vice President of Board Leadership Services
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