



Vice Chancellor of Business Services FHDA Contract/Agreement Routing Sheet

All contracts and agreements **must** be approved prior to any services or work performed.
Must use the most current ICA and/or Agreements form online: <http://purchasing.fhda.edu/forms/index.html>
Per board policy, **all district contracts in the amount of \$20,000, or greater**
must be approved by the Vice Chancellor, Business Services, unless already approved by the Board of Trustees.

Contract / Agreement Name: Agreement between Foothill-De Anza CCD and the Community College League of California (CCLC)

Contract Originator's Name (Print): Carla Maitland Extension: 6106

	Signature	Date
1. Originator	<u>Carla Maitland</u>	<u>01/29/2024</u>
2. Supervisor/Administrator	<u>Lee Dominic Lambert</u> <small>Lee Dominic Lambert (Jan 30, 2024 16:53 PST)</small>	<u>01/30/2024</u>
3. Campus VP/ VC of HR or VC of ETS/ Exec. Dir. of Facilities & Operations	_____	_____
4. Purchasing (as needed) *	_____	_____
5. Manager, Contracts & Risk Management (as needed) *	_____	_____
6. ETS (as needed) *	_____	_____
7. Grants Office (if necessary)	_____	_____
8. Vice Chancellor, Business Services*	<u>Susan Chew</u> <small>Susan Chew (Feb 5, 2024 09:32 PST)</small>	<u>02/05/2024</u>

***Required prior to beginning work of the contract**

Funding Source (must check one): General Fund Categorical Fund Foundation Fund Other (Specify): _____

Contract Amount: \$ 46000 (Contract Cost) (Contract Revenue) February 12, 2024

Anticipated Board Meeting for ratification (i.e., January 10, 2023 BOT Meeting): _____

Type of Service: Consultant will update and revise our BPs and APs.

Date Received by Business Services office: 01/29/2024

Contracts will be returned to the Originator. If you would like the contract returned to someone else, please specify:
Name: _____ Campus: N/A Department: _____

WHERE DOES YOUR CONTRACT GO FROM HERE?

For contracts in the amount of \$0 – \$19,999: Visit the [Contracts/Agreement for Services Flow Chart](#)

For contracts in the amount of \$20,000 – \$109,299:

- After the contract is reviewed and signed by the VC of Business Services, it will be placed on the Board Agenda, Ratification of Contracts and Agreements
- Once the Board of Trustees has ratified the contract, it will be stamped with the date of approval and **sent back to the Originator (as listed above)**. A copy will be filed in Business Services.

For contracts in the amount of \$109,300+:

- After the VC of Business Services reviews the contract, it should be placed on the Board of Trustee's Agenda as a separate agenda item. Contact your Vice President's Office for details.
- Once the Board of Trustees has approved the contract, the VC of Business Services will sign the original contract. It will be stamped with the date of approval and **sent back to the Originator (as listed above)**. A copy will be filed in Business Services.

(as needed) * will be determined by Campus Business Officers or appropriate Vice Chancellor.

Questions? View the Contracts / Agreements for Services Flow Chart or contact Business Services at 650-949-6202.

**AGREEMENT BETWEEN THE
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
AND THE
COMMUNITY COLLEGE LEAGUE OF CALIFORNIA**

**FOOTHILL-DE ANZA
COMMUNITY COLLEGE DISTRICT
APPROVED/RATIFIED
BY BOARD 02/12/2024**

This agreement made and entered into in February 2024 to cover the period of March 1, 2024 - June 30, 2025, by and between the Foothill-De Anza 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 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 402 Policy & Procedure Subscription 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 & Procedure Services, to provide professional and consultation services to assist the District in the revision of its Board Policies and Administrative Procedures to parallel the numbering/titles of the League’s Policy & Procedure Subscription Service Board Policies (BPs) and Administrative Procedures (APs).

Dr. Wright’s services will include, but may not be limited to, the following:

- 1) Submitting a proposed **Project Timeline** to the District for approval;
- 2) Submitting a suggested **Communication and Organizational Plan** (with a sample email to send district-wide to launch the effort);

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- 3) **Drafting up-to-date BPs** (*approximately 172 policies*) for all seven board policy chapters using, as a starting point, the Policy & Procedure Subscription Service's legally vetted, up-to-date board policy templates and the District's current board policy language;
 - 4) **Drafting up-to-date APs** (*approximately 230 procedures*), using as a starting point, the Policy & Procedure Subscription Service's legally vetted, up-to-date administrative procedure templates;
 - 5) Providing the District designee with draft BPs/APs with related legal citation language and samples from other districts (as necessary) in an electronic format for review by District leaders;
 - 6) Developing **tracking sheets** for each chapter of BPs/APs;
 - 7) Developing a **Master Matrix** of all newly numbered BPs/APs, listing current legal references for every BP/AP, highlighting the accreditation-related BPs/APs, indicating whether the BP or AP is legally required/legally advised/suggested as good practice, and reflecting cross referencing notations;
 - 8) Drafting a **Glossary of Terms** related to BPs/APs for use by the District;
 - 9) Submitting a sample **Continuous Review Cycle** for addressing ongoing review of all BPs/APs and twice a year legal updates; and
 - 10) Creating an **Alphabetical Index** of BPs/APs.

FEE STRUCTURE

ARTICLE 2:

The fee structure for the work conducted under this Agreement shall be **\$46,000**.

If the work of the League exceeds 200 hours during the contract period of March 1, 2024 - June 30, 2025, additional hours will be billed to the District at the rate of \$225 an hour for research/creation of documents and at \$125 an hour for telephone consultation with District personnel.

If the work extends beyond June 30, 2025, 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 upon approval by the District and upon receipt of the League's Invoice in early March 2024. 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 the 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 when signed by all parties. Services shall commence upon execution of this Agreement.

This Agreement may be amended but only by an instrument in writing signed by all parties.

By: *Susan Cheu* Vice Chancellor, Business Services
Susan Cheu (Feb 5, 2024 09:32 PST)

Foothill-De Anza Community College District

Date: _____

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

Date: January 22, 2024