



Contract Checklist

The Board of Trustees delegates to the Chancellor or Chief Financial Officer the authority to enter into contracts on behalf of the District. Contracts are not enforceable obligations until they are approved or ratified by the Board ([BP 6340](#)). If a contract is signed by any person other than the Chancellor or CFO, the contract will be considered null and void.

Location:	☐ DO ☐ BC ☐ CC ☐ PC - Campus: _____	Department:	
Vendor's Name:		Term:	
Vendor's Email Address:		Start Date:	
Vendor's Phone Number:		End Date:	
Fund Code:		Contract Value:	

Mark "X" in all that apply, Confirm the Vendor's Contract includes the following requirements. Any area unchecked, please work with the Vendor to change the language as required.

☐	Identified as our legal name - Kern Community College District on behalf of campus name; Bakersfield College, Cerro Coso Community College, or Porterville College
☐	Indemnification: Should be Mutual Indemnification, not one-sided.
☐	Fulfill Insurance Requirements - Certificate of Insurance (COI) naming KCCD as an additional insured or General Release & Waiver of Liability Form (<i>ONLY if a COI does not exist for a Contractor, e.g., individual, small businesses, owner/operator with no employees</i>).
☐	Dispute Resolution: No binding arbitration.
☐	Governing Law/Jurisdiction/Venue: State of California, County of Kern.
☐	Signature Block: Kern Community College District on behalf of campus name & Signatory Authority: Melissa Thornsberry, CFO.

Type of Contract & Contract Supporting Documentation Requirements:

Unless specified, all Supporting Documentation(s) listed within the Type of Contract are required.

DISTRICT CONTRACT	NON-DISTRICT CONTRACT - PROVIDED BY THE VENDOR
Allied Health Education Program Agreement ☐ COI (If required)	Catering Agreement ☐ COI (If required)
Contract Letter of Termination ☐ Original Contract	Contract Provided by the Vendor <i>i.e. Proposal, Statement of Work (SOW), Others: _____</i> ☐ Vendor's Quote (If contract does not include an amount)
Dual Enrollment MOU ☐ COI (If required)	Facility Use Agreement ☐ COI (If required)
FERPA ☐ COI (If required)	Food Truck Independent Contractor Agreement ☐ COI (If required)
Independent Contractor Agreement (ICA)- for Non-Public Works ☐ Independent Contractor Agreement – Checklist & Safe Harbor Rule ☐ COI	Grant Agreement ☐ COI (If required)
Independent Contractor Agreement (ICA)- for Public Works ☐ COI	Lease Agreement ☐ COI (If required)
Instructional Service Agreement (ISA) ☐ COI (If required)	Memorandum of Agreement (MOU) ☐ COI (If required)
Kern CCD Business Industry Internship Training Agreement ☐ COI (If required)	Technology Agreement (Software, Subscription, EULA, Terms of Use) ☐ Completed KCCD Software Requirements Questionnaire & met all requirements outlined. ☐ Terms & Conditions ☐ Accessibility Requirements <i>i.e., WCAG 2.0, VPAT, Others: _____</i> ☐ COI, including Cybersecurity Coverage
Short Form Presenter Agreement <i>Use for a one-day, one-time event only</i>	
Other: _____	Other: _____
OTHER CONTRACT TYPES	
Construction Agreements <i>Contact the District Office Facilities Planning and Construction Department for construction related projects.</i>	
Facility Rental Agreements <i>Contact your Campus Events Management Department.</i>	
Volunteer Agreements <i>Contact your Campus Human Resources Department.</i>	



Approval Process

All contracts must meet the above requirements, complete with respective campus approval routing process and all required signatures, prior to submittal to District Business Services-Contracts Department for processing. Should the vendor not be able to meet the requirements, please forward the vendor response regarding the required change(s) to contracts@kccd.edu, and the District Business Services-Contracts Department will review further and/or seek General Counsel, Risk Management, or District IT Department guidance.

1. **Ratification item- Contract value under current year Annual Bid Limit threshold**

All Contracts must be submitted to the District Business Services-Contracts Department email contracts@kccd.edu for Authorized District Signature prior to services being rendered and Board Ratification. Once the CFO or Chancellor has signed the agreement, you may then obtain services. It does not have to wait for Board approval.

2. **Approval item- Contract value over current year Annual Bid Limit threshold**

Contract value over current year Annual Bid Limit threshold is subject to Board Approval, and no services may commence until after Board Approval. All Approval Items will follow the posting process currently in place, (i.e. each campus and/or department should enter their respective Contracts/Documents into BoardDocs). The campus initiator will email the contract to contracts@kccd.edu with any instructions. If the contract requires an original "wet" signature, send the original contract via the intra office mail, attention District Business Services-Contracts Department. Once Board approved, the Contracts Department will obtain District signature and return the signed agreement to the initiator and/or the requesting Agency.



As a general rule these are the recommended changes to an agreement:

- **Agreement:** should be between Kern Community College District on behalf of *COLLEGE NAME*
- **Term:** we cannot enter into an automatic renewal, or perpetual term agreement. Term must have a specific start-end date. Include in the contract language "The maximum term of the agreement, including all renewals, shall not exceed five (5) years from the effective date."
- **Termination Clause:** A termination clause in a contract outlines the conditions under which either party can legally end the agreement. Termination without cause would be the best type of termination clause to be included in a contract. The sample below is provided of a *Termination Clause* with a termination without a cause. "This Agreement may be terminated by either party with or without cause and for any or no reason upon (30) days written notice to the other party."
- **Governing Law/Jurisdiction/Venue:** Governing law should be State of California, County of Kern.

We cannot agree to another governing state or jurisdiction should litigation be required for the following reasons:

- California Education Code 72502 states the following:
 - Any claims against the District for money or damages, which are not governed by any other statutes or regulations expressly relating thereto, shall be presented and acted upon in accordance with Title 1, Division 3.6, Part 3, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the California Government Code.

The designation of the law of another state would violate this provision. It is possible to enter into a contract with no choice of law provision. In that situation the proper state law would be resolved through the applicable conflict of laws provisions in the event of litigation.

- **Indemnification:** Should be Mutual Indemnification. *Occasionally* we add "Kern Community College District maximum liability amount shall not exceed two million dollars (\$2,000,000)."
- **Insurance Requirements:** Unless otherwise specifically agreed to in writing in advance of execution of this Agreement, Contractor agrees to obtain, pay for and maintain in effect during the Term of this Agreement and/or Date(s) of Service(s), the following policies of insurance issued by an insurance company rated not less than "A-VI" in A.M. Best's Insurance Rating Guide:
 - (i) Commercial General Liability insurance (including contractual, products and completed operations coverage, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence;
 - (ii) Commercial Automobile Liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence;
 - (iii) Professional Liability insurance (also known as "Errors and Omissions" insurance) with a limit of liability of not less than \$1,000,000 per occurrence;
 - (iv) Cyber Liability insurance of not less than \$2,000,000; and
 - (v) Worker's Compensation and State Disability insurance as required under law.

Each policy shall contain an endorsement naming the Kern Community College District as an additional named insured insofar as this Agreement is concerned and provide that written notice shall be given to the District at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage. Prior to rendering Services hereunder, and at Contractor's expense, Contractor



shall furnish the District with a Certificate of Insurance evidencing the endorsements required above, and the District shall have the right to inspect the Contractor's original insurance policies upon request. Upon notification of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with the District a certified copy of the required new or renewal policy and certificates for such policy. Nothing herein concerning minimum insurance requirements shall reduce the Consultant's liabilities or obligations under the indemnification provisions of this Agreement.

Software agreements require evidence of cybersecurity coverage.

- **Dispute Resolution:** We cannot accept binding arbitration. If the agreement includes such wording, ask the vendor to remove or replace with other language. Example of alternate language: Any dispute with respect to or arising out of or in connection with, or otherwise related to the execution or performance of, this Agreement shall first be attempted to be settled by the parties amicably through good faith discussions upon the written request of either party.
- **Subrogation:** Agreement should not include a waiver of subrogation. If it does, it needs to be in favor of the District, not the other party.
- **Signature Block:** Kern Community College District obo *COLLEGE NAME*. Authorized Signatory is Melissa Thornsberry, Chief Financial Officer.

Technology\Software requirements:

Below are the items that need to be reviewed in contracts from an IT perspective. Also note that if this requires any IT work it must be submitted via your VP for consideration and prioritization to include resources and cost review with IT.

Vendor must answer the following questions and provide requested information:

1. Are the ADA standards provided and in compliance with Section 508, WCAG, and ADA provided and current?
2. Provide a current copy of VPAT policy.
3. Clear security industry standard identified that follow best practices or standards (ex. NIST, ISO, etc.)?
4. What are the plans for scheduled maintenance and are they coordinating with the college?
5. Are there redundant connections and DR planning – Data, power, internet, etc.?
6. What are the criteria for extracting our data when the agreement ends (suggest 90 days in a common format)?
7. Is our data required to remain in the USA (FERPA requires information to remain in the USA)?
8. If there is a breach of our data, are there cost recovery limits addressed in the contract (actual expenses which could be millions)?
9. Is there a need for FERPA compliance? Has it been met?
10. Are there information copyright or intellectual property concerns?

District requestor must answer the following questions and provide requested information:

11. Has the College IT Director reviewed and advised of needed resources\support requirements?
12. Has this request been sent through the IT Project review process and recommended for approval?



Contract Checklist FAQs

Please review the following information to ensure the contract submission includes all required **information prior to submittal to contracts@kccd.edu**.

Contracts submitted for District signature require a 2-3 week turnaround time. If the submitted contract requires further review from General Counsel, Risk Management, or District IT Dept, there is an additional 10-day turnaround.

1. Do you have the funds and your supervisor's approval for the contract?

Be sure you have the money in your budget and that you have received your supervisor's approval to move forward with a contract. Follow campus approval process.

2. Does the contract properly identify KCCD?

Our legal name is the Kern Community College District on behalf of your campus name; Bakersfield College, Cerro Coso Community College or Porterville College.

3. Does the contract meet all of your needs?

Please ensure you have thoroughly reviewed your contract prior to submission.

The Contracts Department and the Office of General Counsel are responsible for reviewing contracts for compliance with State of California laws, the Education Code, the Public Contract Code, and the Government Code. However, we are not familiar with the specific operational or programmatic needs of your department and assume that all necessary terms and conditions have been included by the requested party.

It is the responsibility of the requested campus or department to conduct a careful review and confirm that the contract fully aligns with the District's expectations and requirements.

Please do not forward the agreement to the Contracts Department for signature until your internal review is complete and all content is confirmed as acceptable.

4. Are the effective dates properly identified?

There must be a term listed for the contract. The term should list an effective date and a termination date. The term of an agreement cannot exceed a 5-year term, including all renewals.

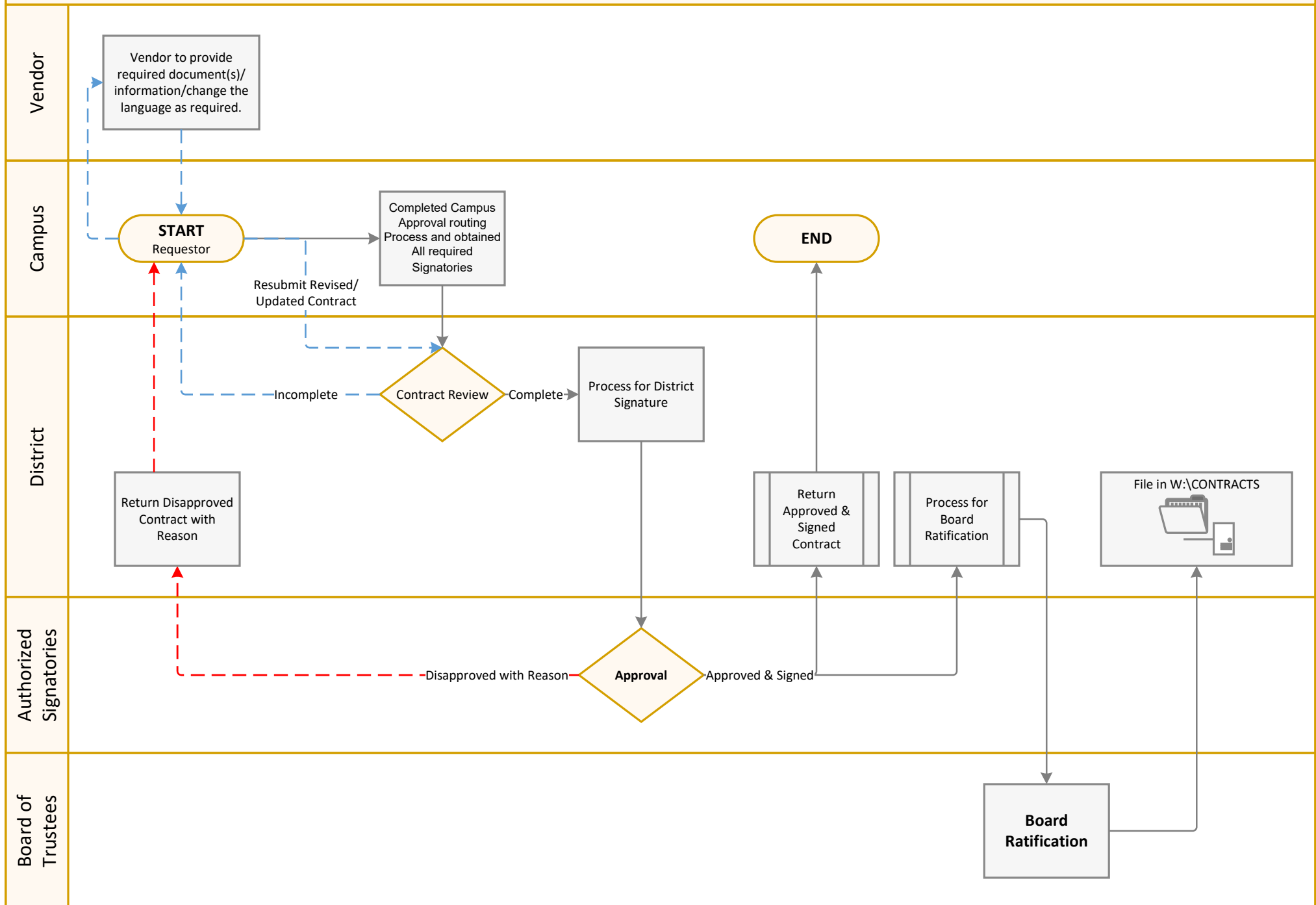
5. Does the contract have signature lines for all individuals who need to sign the contract?

All contracts must clearly identify the authorized signatory or signatories for the Kern Community College District (KCCD). The Board of Trustees has delegated signature authority to the Chief Financial Officer and Chancellor.

6. Does the contract have the appropriate language, some of which may need modification or deletion, for the following:

- a. Payment requirements
- b. Finance charges and/or payment penalties
- c. Liability
- d. Indemnification
- e. Attorney fees and/or court costs and/or litigation expenses
- f. Insurance requirements
- g. No waiver of subrogation language
- h. Termination Clauses
- i. Breach of Contract Clauses
- j. Any state laws other than California governing the contract
- k. No binding arbitration
- i. Other

Business Services-Contracts Department(District) Procedure – Board Ratification Item (**UNDER** Annual Bid Limit)



Business Services-Contracts Department(District) Procedure – Board Approval Item (**OVER** Annual Bid Limit)

