

Hays CISD Purchasing Procedure		
Title: District Contracts and Agreements Signature Procedure	Original Issue Date:	September 26, 2017
	Last Revision Date:	

PURPOSE

This procedure provides the process for the handling of District Contract and Agreements (“Contract”) to be maintained and logged at the Hays CISD Purchasing Office. The contracts are normally external in nature between Hays CISD and another legal entity. See “General Information” below for definitions.

Note: This procedure also applies to all modifications and/or extensions of the contracts or agreements defined below. This procedure does not apply to employee (e.g. teacher) contracts.

FORMS AND INFORMATION RESOURCES

- Hays CISD Contract & Agreement Signature Transmittal Form

GENERAL INFORMATION

Definitions of Contracts or Agreements. The following definitions provide guidance and definitions for the different types of contracts that are included within this procedure.

- Equipment Maintenance – Non-major contracts for maintenance service of existing District equipment.
- Event Services / Equipment Rentals – DJs, light shows, petting zoos, event management, inflatable rentals.
- Facility / Venue Rentals – Agreements with third party facilities for graduation, proms, staff retreats.
- Interlocal Agreements – Includes Federal, State and Local governmental agencies & applicable non-profit organizations.
- Instructional / Data Sharing – Agreements directly related to the education of students or the collection of data based on student information.
- IT Services / Maintenance – Programming, developing, consulting, server maintenance, computer repairs.
- Major Contract / Agreement – For contracts valued over \$25,000, and includes competitively solicited contracts, construction contracts, or non-competed agreements.
- Memorandums of Understanding (MOU) – Includes Federal, State and Local governmental agencies & applicable non-profit organizations.
- School / Class / Event Pictures – Agreements for school, class, graduation pictures.
- Staff Development / Training – Non-major agreements for staff development and educational programs provided to District staff. May include governmental agencies (e.g. ESCs)
- Software / Software Maintenance – Non-major contracts for agreements related to information systems software programs.
- Student Specialized Services – Speech pathology, transitional services, day school programs for the deaf, non-educational services.
- Other Agreements not covered above – All other non-major contracts not defined above.

Contract Components. Of paramount consideration prior to the District entering into any contractual terms and conditions is to establish that the District’s best interests are being met and we are not binding the district to anything illegal or contrary to District Policy. By making a vendor or contracted outside party adhere to these contract points of interest the contract review can be expedited. The following list is just a minimum of what should be included in any contract and should be reviewed by the submitting campus / department prior to forwarding to the Purchasing Office for review and signature:

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- Definitions of Contract Terminology
- Term of the Contract (dates for the start and end of the contract)
- Extension Options (if applicable)
- Scope of Service / Work
- Pricing / Compensation (delineated if possible)
- Funding Out Clause (statement that the District cannot guarantee payment outside the current fiscal year)
- Venue / Choice of Law (Hays County, Texas)
- Signature Lines and Dates for All Contracted Parties

Conflicts of Interest. All Local Government Officers (LGO) parties with decision-making authority regarding the contract or agreement are required to disclose any potential conflicts of interest when request for signature is requested. *Local Government Officer (LGO) now includes **any person who undertakes to transact some business or manage some affair for the local government and who exercises discretion in the planning, recommending, selecting, or contracting of a vendor.** Any employee or agent who fits the above definition is subject to the disclosure requirement. **Family relationships** with a vendor must be disclosed. "Family relationship" is defined as someone within a third degree of consanguinity (blood) or second degree of affinity (marriage).* Disclosure with the Contracts and Agreements Transmittal Form does not replace disclosure deadlines required by Law.

Signature Authority. By CH(Local) policy, the District Superintendent holds delegated contract signature authority on all Contracts and the ability to delegate this authority. The District Chief Financial Officer and the District Director of Purchasing have in turn been delegated contract signature authority by the District Superintendent. In addition, signature authority for construction-related contracts has been delegated to the Chief Operations Officer.

For contracts and agreements currently signed by the Superintendent (e.g. Memorandums of Understanding) a copy of the signed contract should be submitted to the Purchasing office as outlined in these procedures for tracking purposes.

All contracts signed by any District personnel other than those authorized individuals listed above are void and non-enforceable, and are the personal liability of the individual who signed the contract.

Electronic Copies prior to Review. To expedite the contract review process, the Purchasing Office may require an MS Word version of the proposed contract so that any changes can be done in the Track Changes mode. The affected departments may also be requested to review the proposed contract (e.g. Technology Department for technology requirements, Maintenance Department for code and safety requirements, Curriculum and Office of School Leadership for program and educational requirements, etc.) Once reviewed, the campus or department may be requested to present the changes to the vendor or external contracted party.

Extensions. It is the originating campus or department's responsibility to track the effective dates of their contracts or agreements. If the provisions within the current contract or agreement allow for extensions that must be exercised to be valid, the originating campus or department shall follow the instructions below and note on the transmittal form that the document provided is an extension or amendment.

Upon Completion and Signature of a Contract. The Purchasing office will maintain an electronic (scanned) copy of all contracts, and will make it available upon request.

Contract Reports. The Purchasing Office will maintain a log of all contracts and can provide a report of contracts based on organization code, start dates, end dates, type of contract, contractor name, etc., upon request.

PROCEDURES

1. The campus or department is to complete the Hays CISD Contracts and Agreement Signature Transmittal Form prior to sending any contract or agreement to the Purchasing Office.

To complete the transmittal form, the campus or department must complete all sections. The Authorized Signature will be the Campus Principal / Department Budget Manager. The Contact Person will be the person handling and processing the contract.

To support a contract agreement that exceeds in value the purchasing threshold of \$25,000, the Purchasing office reserves the right to require the campus or department to include, in addition to the above contract, a letter of justification that documents why the contracted outside entity was chosen (e.g. official procurement, sole source, existing system, etc.), and why other vendors or entities could not meet the campus or department needs.

2. The Hays CISD campus or department initiating the contract shall send the original contract and a fully completed contract transmittal form to the Purchasing Office.

A copy of the contract should also be maintained by the originating campus or department.

3. Upon receipt, the Hays CISD Purchasing Office will verify the information provided on the transmittal form is complete and accurate. NOTE: Any contract that does not follow the requirements in Item 2 above will be returned to the originating campus or department for completion.
4. Upon determination that the contract is valid and complete, the Purchasing Office will acquire the appropriate signature(s) per District policy (if applicable), and issue a Contract Reference Number.
5. The Purchasing office will review all terms and conditions for each proposed contract or agreement. Upon review:
 - a. If all terms and conditions meet the best interest of the District, the process will move on to Step 6.
 - b. If there are terms and conditions that are to be corrected before the District will sign the contract or agreement, the Purchasing Office will:
 - i. Minor Revisions: This includes simple strike-throughs or minor text additions. The Purchasing Office will edit the agreement documents in pen.
 - ii. Major Revisions: The Purchasing Office will require the vendor to provide the documents electronically in MS Word. The Purchasing Office will edit using MS Word Track Changes. The Purchasing Office will forward the changes to the campus, department, vendor or external contracting entity. The Purchasing Office will continue to review the changes for appropriateness. If agreeable, move on to Step 6.

NOTE: The District will not agree to or sign any contract that does not meet the best interests of the District.

6. The signed contract will be returned to the end user to forward to the vendor/entity by either district email or inter-office mail.
7. The Purchasing Office will store the original contract for the specified period beyond the expiration date as found in Hays CISD records retention requirements.

Extensions or Amendments

For extensions or amendments to existing contracts, all procedures listed above with the exception of Item 4 are to be followed.

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EXHIBITS AND ATTACHMENTS

- Hays CISD Contracts and Agreement Signature Transmittal Form