



# PROCEDURE

# BU-014

|  |   |
|--|---|
| <b>SIGNING AUTHORITIES FOR SHORT TERM AGREEMENTS</b>                         |   |
| <b>Superintendent Responsible:</b><br>Superintendent of Business & Treasurer | <b>Initial Effective Date:</b> 2013/06/24 |
| <b>Last Updated:</b> 2021/05/31  | <b>Next Review Date:</b> 2024/02/15       |

**Purpose:**

To establish criteria regarding permission to sign short-term agreements that are within budget limits and ensure Grand Erie District School Board's (Grand Erie) liability exposure is reduced from improperly signed agreements.

**Guiding Principles**

In addition to General Working Bylaw (Article 12.3) certain situations exist where Administrator(s) may be requested to enter into agreements with organizations to facilitate school management. Permission to sign certain short-term agreements is extended to Administrator(s) under certain conditions following proper review of the documents by Senior Administration.

All Administrator(s) signing agreements or contracts shall review the Contract Review Checklist in Appendix A to familiarize themselves with the factors to consider when entering into contracts.

**1.0 Authority**

**1.1 Director or Superintendent's**

- a) Lease or Rental of Offsite Facilities for Program Use
  - Administrators wishing to rent offsite facilities for programs are required to complete an inspection of the premises as per Appendix B "Pre-Lease Requirements".
  - The Community Use of Schools Coordinator is responsible for the collection of lease details.
  - Lease Agreements will be signed by the authorities listed in General Working Bylaw, only after Administrator(s) have demonstrated available operational and maintenance budgets.
  
- b) Funding Agreements with Charitable or Other Organizations for School Fundraising
  - Administrators wishing to work with external agencies for the purpose of school fundraising or to accept donations to the school are to submit all applications to the office of the Superintendent of Business and Treasurer for review and approval.
  - Funding agreements will be signed by the authorities listed in General Working Bylaw, only after Administrator(s) have demonstrated all conditions of relevant Grand Erie policy or procedures are complied with including:
    - Capital Related Fundraising Policy and Procedure (BU-03 and (BU-003),
    - Receipt of Charitable Donations Procedure (BU-012).
    - Fundraising Policy and Procedure (SO-01 and SO-001)

- 1.2 **Director, Superintendent(s) or Manager(s)**
- a) Contracts with Outside Organizations for Goods or Services
- Agreements for system-wide services or goods, such as Requests for Quotations, Invitations to Tender, Request for Proposals or competitive bids for copiers, postage meters, office equipment/furniture, computers, consumable supplies, catering services, auto leases are reviewed by the Superintendent of Business and Treasurer and signed according to Purchasing Policy and Procedure (BU-06 and BU-00) and General Working Bylaw (Article 12.33).
- b) Contracts with Outside Organizations for Goods and Services not listed above are not to be signed until reviewed and approved by Senior Administration.
- 1.3 **Administrator(s)**
- a) Field Trips and Excursions requiring agreements with operators of facilities.
- Administrator(s) wishing to approve field trips and excursions requiring agreements with operators of facilities will be permitted to sign agreements for excursions:
    - lasting not more than three days
    - subject to limits of available budgets and within any applicable fundraising criteria
    - provided all conditions of Field Trips and Excursions Policy and Procedure (SO-15 and SO-015) are followed
  - Grand Erie supports field trips/excursions but does not want to waive the community organization's responsibility in providing a safe experience. Grand Erie requests that community organizations accept Grand Erie's Informed Consent Form.
- b) Lease or Rental of Offsite Facilities for Special Occasions
- Administrators wishing to approve rental of offsite facilities for graduation exercises, etc. will be permitted to sign lease agreements:
    - for periods of one to five days
    - subject to limits of available budgets and within any applicable fundraising criteria.
  - Administrators should check with the Community Use of Schools Coordinator to ensure comparable locations/sites are not already available internally.
- 1.4 **Teachers and Support Staff**
- a) Teachers, support staff and other staff not included above do not have signing authority.

**Reference(s)**

- Capital Related Fundraising Policy (BU-03)
- Capital Related Fundraising Procedure (BU-003),
- Field Trips and Excursions Policy (SO-15)
- Field Trips and Excursions Procedure (SO-015)
- Fundraising Policy (SO-01)
- Fundraising Procedure (SO-001)
- General Working Bylaw (Article 12.3)
- Receipt of Charitable Donations Procedure (BU-012).

## Contract Review Checklist

These guidelines are intended to support signatories in reviewing contracts so they know what you are signing before signing. It is also good practice to periodically review existing contracts such as photography, yearbook and other agreements to determine whether they still meet your needs.

This **contract review checklist** provides a limited list of general provisions to consider.

In its most basic form, a contract is merely an agreement between two or more people to do or not do a particular thing. That sounds simple enough, but when those obligations are buried in the fine print in the middle of a lengthy document it may not be so easy to understand exactly what the parties are agreeing to do or not do. If you have any questions or concerns, please contact a member of the Purchasing team.

So, what should you look for when reviewing a contract? Here are a few suggestions:

1. **Negotiate the Terms**

When presented with a contract, remember that this is a starting point. You can negotiate the terms of nearly every agreement. You want to make the deal happen, but so does the other person. Ask for what you want. The worst that can happen is they say "no."

2. **Identify the Parties**

Correctly identify the parties. Use the complete name of the business to avoid confusion. Use **Grand Erie District School Board c/o "School Name"** on all agreement for insurance purposes

3. **Complete all Blanks**

Complete all blanks on any pre-printed form because items left blank can be filled in later by someone else. Be sure all changes or deletions are initialled.

4. **Check the Business Terms**

Double check the business terms of the contract (price, amount, duration, square footage, etc.) to determine whether it accurately reflects the agreement of the parties. Please remember that Board policy prohibits contracts longer than five years. Typical Board contracts are three years with two one-year Board options dependent on vendor performance. Also check the legal jurisdiction of the contract. Only sign contracts where Ontario law is the jurisdiction. If this is non-negotiable, please refer the agreements to Supply and Administrative Services for review.

5. **Automatic Renewals**

Look for automatic renewals. Do you have to give notice if you do not want to renew? Are there penalties if notice is not timely given? Is renewal on the same terms as the original agreement? Are there price increases? Consider adding options to renew on favourable terms. Whenever possible remove automatic renewals. Board policy does not allow contracts to exceed 5 years.

6. **Allocating Risk**

Determine how risk is to be allocated. Risk is typically borne by the party in the best position to prevent loss. However, there may be reasons for a different allocation. Check insurance requirements. If an insurance certificate is required, please send the request to Executive Assistant to the Superintendent of Business.

**7. Harmless and Indemnification Provisions**

8. Check hold harmless and indemnification provisions. When you agree to hold someone harmless you are agreeing to not hold them responsible for liability that may arise out of the transaction. When you indemnify someone, you are agreeing to protect them from liability or loss that may arise out of the transaction. If you must indemnify the other party, limit the indemnification as much as possible. Negotiate the same indemnification for yourself. For instance, if you, as buyer, agree to indemnify the seller of a business for losses they may incur as a result of actions after the sale, then they should indemnify you for losses you may incur as a result of actions before the sale.

**9. Incorporated Documents**

When another document is incorporated by reference always read the incorporated document. Don't assume you know what it contains.

**10. Events of Default**

Determine what acts constitute events of default and whether you are able to enter into and perform under the contract without causing a default. Also consider what should be included as events of default by the other party.

**11. Remedies Provisions**

Review remedies provisions. Determine the worst that can happen to you if you default. Explore ways to limit your liability. Also determine what types of remedies you need in the event of default by the other party.

**12. Causes for Termination**

Review causes for termination. Consider including ways to terminate the contract if it is not working to your benefit. This would include a "Funding out Clause" for example where if the Province of Ontario does not continue funding for a program/purchase.

**13. Dates and Deadlines**

Check dates and deadlines. Always keep a calendar of dates and deadlines for important events and anything required to be done by you or the other party.

**14. Warranties and Representations**

Review and understand warranties and representations given by you and the other party. Don't give any representation if you do not actually know that the representation is true or if the other party is in a better position to know the facts being represented. If you must give warranties, try to limit them as much as possible. For example, a warranty in a deed might say that you warrant title to the property. You can limit the warranty by saying that you warrant title to the property only during the period of time in which you owned the property. Remember that the other party is trying to do the same, so watch for disclaimers or limitations.

**15. Rights and Responsibilities**

Know all of your rights and responsibilities under the contract. Carefully read the entire contract because rights and responsibilities are typically scattered throughout the agreement.

**16. Resolution of Disputes**

Determine how you want to deal with resolution of disputes. An arbitration or mediation requirement could ultimately save you lots of time and money. However, there are times when you may need to go to court to resolve the dispute. When appropriate, try to give yourself some flexibility.

**17. Entering into a Contract**

The foregoing is a limited list of general provisions to consider when entering into a contract. The type of transaction that is the basis of the contract, as well as the relative bargaining positions of the parties will dictate the actual terms of the agreement. If you take the time to thoroughly review and negotiate the terms of your contracts before you sign, you should find, in the long run, that it is time well spent.



**Appendix B**  
**Grand Erie District School Board**  
**Pre-Lease Requirements for Off-Site Locations**

| Section A | School | Program | Principal |
|-----------|--------|---------|-----------|
|           |        |         |           |

| Section B |  | Fill in Required Information if Available |                          |
|-----------|--|---|--------------------------|
|           | Address of proposed program site                                   |   |                          |
|           | Landlord mailing address   |   |                          |
|           | Landlord telephone Number  |   |                          |
|           | How much space (square footage) is being rented?                   |   |                          |
|           | Term of Rental (e.g. September to August)                          |   |                          |
|           | Amount of monthly rent and HST                                     |   |                          |
|           | Who is Responsible for?  | Landlord                                  | Tenant                   |
|           | Utilities  | <input type="checkbox"/>                  | <input type="checkbox"/> |
|           | Snow Clearing  | <input type="checkbox"/>                  | <input type="checkbox"/> |
|           | Grass Cutting  | <input type="checkbox"/>                  | <input type="checkbox"/> |
|           | Daily Cleaning   | <input type="checkbox"/>                  | <input type="checkbox"/> |
|           | Maintenance  | <input type="checkbox"/>                  | <input type="checkbox"/> |
|           | Furniture  | <input type="checkbox"/>                  | <input type="checkbox"/> |
|           | Insurance Requirements are Met by both the Landlord and the Tenant |   |                          |
|           | Is transportation (public or Board) available                      |   |                          |

| Section C               |  | Site Visit to be Completed By                                   |  |
|-------------------------|--|---|--|
| Check Before Proceeding |  | Division Manager – Operations and Health & Safety - Call 281136 |  |
|                         | Is Current Use of Property Appropriate for Educational Site?                     | Yes <input type="checkbox"/> No <input type="checkbox"/>        |  |
|                         | State Current Use:   |   |  |
|                         | MOE and MOL Regulations Met or Exceeded  | Yes <input type="checkbox"/> No <input type="checkbox"/>        |  |
|                         | Fire Code Compliance   | Yes <input type="checkbox"/> No <input type="checkbox"/>        |  |
|                         | Compliance with Municipal Bylaws   | Yes <input type="checkbox"/> No <input type="checkbox"/>        |  |
|                         | Washrooms include male, female and gender-neutral options for staff and students | Yes <input type="checkbox"/> No <input type="checkbox"/>        |  |
|                         | Zoning Appropriate for Education Purposes  | Yes <input type="checkbox"/> No <input type="checkbox"/>        |  |

\_\_\_\_\_  
Date of Site Visit

\_\_\_\_\_  
Approved By (print name)

\_\_\_\_\_  
Date Approved

Submit completed form to: [Community Use of Schools Coordinator](#)