FISCAL MANAGEMENT

General Contract Authority

I. Purpose of Policy

The purpose of this policy is to clarify the Prince William County School Board’s limited delegation of its authority to enter into contracts and other written agreements, and to establish a uniform procedure for the review, approval, and execution of contracts and other written agreements by officers and employees of the School Board. All contracts or other written agreements, for which the School Board has not otherwise delegated approval authority through a specific policy or formal vote, shall be approved by the School Board.

This policy applies to any contract or other written agreement to which the School Board, the Prince William County Public Schools (PWCS), or any individual PWCS school or department is a named party, or which any administrator or other school employee enters into on behalf of the School Board, PWCS, the administration, or any individual PWCS school, department, or program.

It is the responsibility of every PWCS administrator and employee to be familiar with this policy and all other applicable School Board policies and regulations before signing any contract or other written agreement on behalf of PWCS. Employees who enter into any contract or other written agreement without express or delegated authority act outside the scope of their employment and may be personally liable for such contract or agreement.

II. Purchasing Contracts

The School Board has delegated its authority to enter into contracts for the procurement of goods and services under the Virginia Public Procurement Act (VPPA) to the Supervisor of Purchasing pursuant to the alternative procedures set forth in Policy 470.01, “Purchasing Authority and Responsibility,” and Policy 470.08, “Prince William County School Board Contract Approval.” Employees are only authorized to enter into contracts for the procurement of goods and services if authority to do so has been delegated to them under the procedures set forth in Policies 470.01 through 470.08, and any applicable implementing regulations. The Supervisor of Purchasing shall determine whether all proposed contracts or other written agreements for the procurement of goods and services are subject to the VPPA, before such contracts or agreements are signed. All VPPA contracts, with the exception of small purchase contracts not exceeding $15,000 for schools and departments, and $20,000 for the Office of Facilities Services, shall be maintained by the Purchasing Office.

III. Contracts or Other Written Agreements Relating to the Use of School Property or Facilities
FISCAL MANAGEMENT

General Contract Authority (continued)

The School Board has delegated to the Superintendent of Schools and his/her designees the authority to enter into certain agreements for the use of school facilities pursuant to Policy 930, “Community Use of School Facilities,” and to enter into certain agreements for the purpose of raising revenues through limited commercial advertising under the procedures set forth in Policy 923, “Commercial Advertising,” and any implementing regulations. All agreements for the use of school facilities or school property by outside parties shall be maintained by the Office of Risk Management and Security Services, with the exception of commercial advertising agreements. Such agreements with revenues of $15,000 or less shall be maintained by the department or school entering into such agreements. Commercial advertising agreements with revenues exceeding $15,000 shall be approved and maintained by the Supervisor of Purchasing.

All other contracts or other written agreements relating to the acquisition, sale, transfer, or use of school property, and all contracts, leases, written agreements, letters of intent, easements, or other legal documents relating to the acquisition, sale, lease, transfer, use, or condemnation of real property, shall be reviewed and approved by the Division Counsel as to form and shall be approved by the School Board.

IV. Employment Contracts

The School Board has delegated to the Superintendent of Schools the authority to enter into certain employment contracts under the procedures set forth in Policy 211, “Qualifications, Duties, and Authority of the Division Superintendent,” and Policy 511, “Staff Selections and Assignments.” All employment and coaching or extracurricular contracts shall be in a format which has been reviewed by the Division Counsel and approved by the School Board. No other contracts or supplemental agreements relating to the employment of any PWCS employee shall be entered into without the approval of the School Board.

V. Memoranda of Understanding and Memoranda of Agreement

A. Divisionwide MOUs and MOAs

A Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA) is a written document memorializing an understanding between two or more parties relating to a specific endeavor or project. The use of such documents is generally reserved for Divisionwide joint endeavors between PWCS and other governmental agencies, or 501(c)(3) entities, which endeavors further the educational mission of the PWCS. The Prince William County School Board must approve all MOUs or MOAs with any public school foundation or educational technology foundation pursuant to the procedures set forth in Regulation 950.03-1,
General Contract Authority (continued)

“Public School and Educational Technology Foundations.” The School Board must also approve all Divisionwide MOUs or MOAs, with the exception of those relating to any application for, or implementation of, a grant which agreements may be signed by the Superintendent of Schools or his/her designee, the Deputy Superintendent, subject to approval for form by the Division Counsel.

B. Individual School or Department Level MOUs or MOAs

The use of MOUs or MOAs at the school, department, program, team, or club level is discouraged. School employees do not have authority to enter into any MOU or MOA with any party or parties outside PWCS, unless such MOU or MOA has been specifically approved by the Superintendent of Schools or his/her designee, the Deputy Superintendent, under the following guidelines:

1. With the exception of MOUs and MOAs which involve the Division as a whole, or involve more than one school or department, and those involving public school foundations and educational technology foundations, the School Board has delegated to the Superintendent of Schools or his/her designee, the Deputy Superintendent, the authority to approve an MOU or MOA involving an individual PWCS school, department, program, team, or club, which agreement memorializes a general understanding of the roles of the parties relative to a project or endeavor which will further the educational mission of the particular school, department, program, team, or club and does not legally bind such school, department, program, team, or club to any obligation.

2. Such agreements shall utilize the form MOU which is Attachment I to this policy. Before any such agreements are presented to the Superintendent of Schools or his/her designee, the Deputy Superintendent, for approval, such agreements shall first be reviewed by the appropriate associate superintendent to determine whether the agreement relates to an endeavor or program which enhances the educational mission of PWCS and should be recommended for approval.

3. Any MOU or MOA not meeting the requirements set forth above shall not be approved unless upon the recommendation of the Superintendent of Schools or the School Board deems it appropriate.

C. Individual Partnership, Sponsor, and Donor Agreements Through the Office of Community and Business Engagement
FISCAL MANAGEMENT

General Contract Authority (continued)

MOUs and MOAs between the PWCS Office of Community and Business Engagement and individual school sponsors, partners, and donors do not require School Board approval and may be approved and executed by the Superintendent of Schools or designee, the Associate Superintendent for Communications and Technology Services.

D. Effect and Maintenance of MOUs and MOAs

All MOUs or MOAs shall not be legally binding, and shall not serve as the basis for any future formal contract or deed, nor as evidence of the parties’ intent to enter into any type of contract, oral or written. All agreements which require School Board approval must be reviewed by the Division Counsel as to form prior to School Board approval.

The original of any MOU or MOA approved by the School Board or the Superintendent of Schools, or designee, shall be maintained in the Division Counsel’s office with a copy to the Office of Financial Services.

VI. Legal Review

As required by School Board policy or regulations, or as directed by the School Board or the Superintendent of Schools, or designee, certain contracts and other legal agreements and documents shall be forwarded to the Division Counsel for review as to form only, before such contracts, agreements, or related legal documents are entered into by any PWCS employee or officer or are approved by the School Board. The purpose of such review is not for the Division Counsel to indicate approval or disapproval of the contents of the agreement or the purposes for which the agreement is being entered into, but to determine that the contract, agreement, or document is in a form that meets legal requirements and adequately protects the interests of PWCS. Upon finding a contract or other agreement or document legally sufficient, the Division Counsel shall initial or sign the document, “Approved as to Form Only.”

The following contracts and legal documents shall be forwarded for legal review:

A. Any contract for the design, construction, or renovation of capital improvements budgeted by the School Board, which contract format has not previously been reviewed and approved by the Division Counsel;

B. Any non-standard or vendor-drafted contract, which has not previously been approved by the Supervisor of Purchasing;
General Contract Authority (continued)

C. Any contracts, deeds, easements, letters of intent, or other agreements relating to the acquisition, sale, lease, transfer, use, or condemnation of real property;

D. Any contract not reviewed and approved by the Supervisor of Purchasing involving the expenditure of school funds in excess of $100,000;

E. Any non-PWCS contract tendered by a vendor or other third party valued at $15,000 for schools and departments and $20,000 for the Office of Facilities Services or more, which has not been approved by the Supervisor of Purchasing;

F. Any contract requiring the approval of the School Board;

G. Any contract, MOU, or MOA relating to an application for a grant or implementation of any program relating to a grant; or

H. Any contract that the School Board, Superintendent of Schools, or his/her designee, has specifically requested be reviewed and approved by the Division Counsel. The Deputy Superintendent, any associate superintendent, and the Supervisor of Purchasing may also request that a specific contract be considered for review.

The Associate Superintendent for Finance and Support Services (or designee) is responsible for implementing and monitoring this policy.

The Associate Superintendent for Finance and Support Services (or designee) is responsible for reviewing this policy in 2018.


Adopted: March 4, 2009
Reviewed/Revised: May 27, 2015

PRINCE WILLIAM COUNTY SCHOOL BOARD
PWCS MEMORANDUM OF UNDERSTANDING

I. Purpose. This Memorandum of Understanding (MOU) between ______________ 发布机构名称 (hereinafter referred to as the “Non-School Party”) and __________________ 发布机构名称 [enter name of PWCS school, department, or program] is entered into effective the date it is signed by the Superintendent of Schools or the Superintendent of Schools’ designee. The purpose of this MOU is to memorialize the parties’ understanding of their respective roles relative to the following project (“the Project”), which the Superintendent of Schools or the School Board has determined will further the educational mission of the Prince William County Public Schools (PWCS):

[identify Project]

II. Not Legally Binding. It is understood by both parties that this MOU is neither a contract nor other legally binding agreement. It is further understood that neither this MOU on behalf of any PWCS school, department, or program, nor any of the contents thereof, shall serve as the basis for any contract, deed, or other legal document, or as evidence of the parties’ intent to enter into any type of contract, oral or written.

II. Prohibited Provisions. Notwithstanding that this MOU has no binding or other legal effect, it is further understood that the individual signing this MOU has no authority, express or delegated, to agree to the following:

A. Any provision or agreement whereby the Prince William County School Board, PWCS, or any PWCS school, department, program, team, or employee shall hold harmless or indemnify the other party, or any third person, for any damages or liability arising out of this MOU or out of the performance or non-performance of the Project;

B. Any provision or agreement whereby disputes arising under this MOU or the Project are resolved through arbitration or mediation;

C. Any provision or agreement requiring that any dispute between the parties arising under this MOU or the Project be filed in any court or other forum in any jurisdiction other than the Commonwealth of Virginia, or that such dispute be resolved under the laws of any jurisdiction other than the Commonwealth of Virginia;

D. Any provision or agreement whereby the other party may be entitled to recover from the Prince William County School Board, PWCS, or any PWCS school, department, program, team, or employee (or their insurers) liquidated or punitive damages, and/or attorney’s fees and costs, in any dispute arising under the MOU or the Project;}
E. Any provision or agreement whereby the Prince William County School Board, PWCS, or any PWCS school, department, program, team, or employee agrees to release the other party from liability arising out of this MOU or the Project;

F. Any provision or agreement whereby the Prince William County School Board, PWCS, or any PWCS school, department, program, team, or employee waives the right to a jury trial in any dispute arising out of this MOU or the Project;

G. Any provision or agreement whereby the Non-School Party is given access to personally identifiable student information except as permitted under PWCS Regulation 790-4, “Management of Student Educational Records” and state or federal law;

H. Any provision or agreement whereby any PWCS employee accepts any gift or item of value in exchange for entering into this MOU;

I. Any provision or agreement whereby the Non-School Party is entitled to advertising, marketing, licensing, or naming rights; and

J. Any other provision or agreement other than the following terms outlining the respective roles of the parties to the performance of the Project which is the subject of this MOU.

III. Purpose and Scope of the Project:

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IV. Role of the Non-School Party:

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V. Role of PWCS School, Department, or Program: ____________________________________________________________
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VI. Termination. This MOU may be terminated at any time by the Prince William County School Board or by the PWCS administration for any reason, by providing written notice to the Non-School Party.

VII. Retention of Original. An executed original of this MOU shall be provided to the Division Counsel’s office and a copy filed with the Office of Financial Services.

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Date: ___________________________ By: ___________________________
Superintendent of Schools or Designee

____________________________________
[Enter Name of Non-School Party]

Date: ___________________________ By: ___________________________