



Instructions for Completing a Spring ISD Services Contract

- a. **Purpose of a Services Contract:** The Services Contract was developed by Spring ISD and approved by the District's Cabinet Members and in-house General Counsel. The Services Contract includes standard terms and conditions developed to protect the District, the Board, its employees and authorized agents from potential legal risks and/or liabilities that may arise over the term of any engagement with a Contractor. In addition, the Services Contract references the funding source for payment of the services, as well as the responsibilities assigned to both Spring ISD and the Contractor under the agreement.
- b. **Who qualifies as a Contractor?** An independent contractor/consultant (**herein referred to as "Contractor"**) is a firm, organization, or individual (**not an employee**) that offers **services** to the general public, including school districts. A Contractor usually maintains an office and usually provides the equipment and materials necessary for completing or performing a service. A Contractor is paid on a fee basis for specialized services that are usually considered temporary or short-term in nature, normally in areas beyond the expertise of the employing entity's employees.
- c. **How to Engage with Contractors:**
 1. **Obtain a Written Proposal/Quotation:** Schools/departments seeking the services of a Contractor shall obtain a written proposal/quotation (the "Proposal"). A Proposal should be detailed and itemized, thoroughly explaining the services to be provided (Who, What When, Where, How, and How Much?).
 2. **Determine the Appropriate Procurement Method (Justification for Engagement with Vendor):** Many vendor engagements need to be procured via a method (or process) that is required by Federal, State, or local procurement laws, policies, and regulations. For example, some engagements may require justification through a formal competitively bid process, an informal quotations process, demonstration of competencies and qualifications, or other form of justification. Contact the Procurement Services department for assistance in this area.
 3. **Complete the Required Sourcing Documents:** Contractors shall not perform any services until **both** (i) a Spring ISD Services Contract is executed by both the District and Contractor **AND** (ii) a duly authorized District Purchase Order has been issued by the District to the Contractor.
IMPORTANT NOTE: Any services rendered by the Contractor and accepted by the District school/department prior to executing a Services Contract AND issuing a duly authorized District Purchase Order shall be considered an **"Improper Purchase"**, meaning a purchase performed out of compliance with the District's standard policies/procedures. Improper purchases may lead to disciplinary action, depending on the severity of the offense.
- d. **Contract Completion Instructions:**
 1. The Services Contract is an editable PDF document that should be completed by a Spring ISD staff member only (vendors are not authorized to make any changes to any of the terms and conditions without prior approval from Spring ISD);
 2. The vendors need to be aware of the contract terms, so a copy of the contract should be provided to the vendor in PDF file format;



3. The SISD member communicating directly with the vendor should request a detailed proposal, price quote, or Scope of Work referencing the services to be provided by the vendor, the pricing to be paid for the services, the fee schedule (if applicable), and the responsibilities of Spring ISD as it relates to the contract (e.g. Spring ISD will provide the venue, a projector, a projector screen, and Wi-Fi access, etc.).
 4. Once the member completes filling out the contract, a copy of it should be provided to the vendor (in PDF format) for final review and signature.
- e. **Contract Review Process:** Any document requiring signatures and which will bind the District into a legal agreement must undergo the District's *Contract Review Process*, as follows:
- Once a Services Contract is drafted and both the Contractor and the contract originator (school/department) are in agreement with the terms and conditions of the contract, the contract originator must submit the proposed Services Contract (and any supporting documents) to their respective Chief Cabinet member for review/approval*;
 1. ***NOTE: Schools** must first submit the contract documents to their respective Assistant Superintendent of Administration for initial review/approval. Upon review/approval, the Assistant Superintendent of Administration will route it through the Chief Schools Officer to initiate the standard Contract Review Process.
 - Assuming the contract is authorized by the respective Chief Cabinet member, the contract documents will be routed for review/approval as follows:
 1. The **Chief Financial Officer** reviews/approves the contract as to the required funds and the business terms of the contract (CFO signs contract);

NOTE: Contracts that are formed on the Contractor's own contract form (not on Spring ISD's Services Contract) will require review and approval by the Procurement Services office. The Supply Chain Services office may need to negotiate with the Contractor for more favorable contract terms, which may require several days to complete.
 2. The **General Counsel** reviews/approves the contract as to form (legal terms & conditions) only (General Counsel signs contract).
 3. The **Superintendent of Schools** reviews/approves and signs the contract (final signatory).
- f. **Exceptions to Requiring a Spring ISD Services Contract:** In a few instances, it will make more sense to utilize the Contractor's contract (rather than the Spring ISD Services Contract) to document the terms of the engagement. This exception normally occurs when the service to be provided by the Contractor is very complex and requires very unique, special terms and conditions that the Contractor normally includes in their contract AND the Contractor already has a standard contract template ("boilerplate agreement") it can offer to the District. Under such circumstances, the contract originator must contact the Contract Specialist at Procurement Services to determine whether using the Contractor's boilerplate agreement is the best option. Assuming that the Procurement Services department approves to use the Contractor's contract, the Contract Specialist will need to negotiate the contract terms when the contract reaches the Procurement Services department as it is routed through the Contract Review Process.



- g. **Changes/Modifications to an Existing Contract (Contract Amendments):** An existing contract requiring “significant” changes/modifications must be processed through a written Amendment and executed by both parties. Significant changes may entail (i) major changes (i.e. additions or omissions) to the original Scope of Work to be provided by the Contractor, (ii) changes that have occurred during the term of the existing contract which may affect the amount to be paid to the Contractor, (iii) an extension of the term of the contract, and other changes of similar magnitude.
- **NOTE:** In any case you believe that a significant change has occurred within a given vendor engagement, please contact the Contract Specialist at Procurement Services to determine whether an Amendment is required. Amendments will be generated by the Contract Specialist and require signature by authorized signatories of both parties to the contract (This means that an Amendment will need to be submitted through the same review/approval process as a Services Contract).
- h. **Criminal Background Checks:** As required per Texas Education Code Chapter 22.0834, Contractors (including subcontractors) must certify to school districts that they have obtained the criminal histories of any employee (or subcontractor) who has, or will have, (i) “continuing duties”^{*} related to the contracted services AND (ii) “direct contact”^{*} with students. A contractor or subcontractor may not permit an employee to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Section 22.085(a).

NOTE: From Spring ISD’s perspective:

- “**Continuing duties**” refers to any services that will continue for a period of more than one (1) day. This would include services from a Contractor that would be provided periodically over a specific term (e.g. Once a week for 2 weeks).
- “**Direct Contact**” refers to any activity that may provide substantial opportunity for verbal or physical interaction with students and that is not supervised by a professional district employee (e.g. unsupervised coaching, tutoring, etc.)