Business Policies & Procedures Manual

SY2024-2025

SANTA MARIA ISD
Business Office



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"Financial prosperity is impossible without constant planning and management of money."

~ Sunday Adelaja ~

PREFACE

Santa Maria Independent School District Business Policies and Procedures Manual are intended to be a guide to help you understand the purchasing procedures of our district. By providing information concerning the procedures for purchasing and bidding, you will gain a better understanding of the complex financial requirements necessary to be followed in the interconnecting world of business and education.

The main focus of the Business Office is to facilitate the acquisition of goods and services in accordance with state and federal law in order to meet the needs of our schools and departments. Our intent is to educate those staff primarily responsible at the campus and departments for acquiring goods and services in a manner that is consistent and ethical.

We strive to give purchasers the confidence and support needed to be successful in their capacity of being good stewards of district monies. Although oversight of the purchasing process is centralized, most purchasing decisions are site-based. By placing the majority of the decision-making power in the hands of campus administrators and directors, the expectation is that district funds are spent in a fiscally responsible manner, assuring that the most value for every dollar is secured.

Through the unified efforts of all stakeholders, we will continue to forge ahead providing the best to our students at Santa Maria ISD.

LEGAL REQUIREMENTS

From day to day, a district may enter into a variety of contracts for the purchase of goods and services, and each contract may be subject to different requirements. Depending on the nature of the goods or services and/or the source of funding, the purchase may be governed by the Texas Education Code, other state law, federal law or a combination. This manual will provide you an overview of our district's procurement process for goods and services under state law using state and/or local funds.

Texas Education Code chapter 44, subchapter B (Chapter 44) governs school district purchasing generally. The law specifically authorizes the Board to adopt rules and procedures for the acquisition of goods and services (TEC §44.031(d); TGC §2269.051). The Board's role is to set objectives for the district, determine policies that will govern the district, approve plans to implement those policies, and budget funds to carry out those plans. The management and execution of the purchasing program, in turn, requires planning and cooperation between the Board and district staff.

Other than contracts for the purchase of produce or vehicle fuel, TEC §44.031 requires that all school district contracts for the purchase of goods and services valued at \$50,000 or more

in the aggregate for each 12-month period be made by the method from the following options that provides the best value for the district:

- 1. Competitive bidding for services other than construction services;
- 2. Competitive sealed proposals for services other than construction services;
- 3. Request for proposals, for services other than construction services;
- 4. Interlocal agreement;
- 5. A method provided by Chapter 2269 for construction services;
- 6. Reverse auction; or
- 7. Formation of a political subdivision corporation for purchase of electricity.

Penalties for Violating Procurement Laws

Failure to comply with procurement laws may result in criminal penalties against an individual or an injunction against performance of the contract. An officer, employee, or agent of a school district commits a Class B misdemeanor involving moral turpitude if the person with criminal negligence makes or authorizes separate, sequential, or component purchases to avoid the requirements of TEC §44.031 or otherwise violates TEC §44.031. An officer or employee of a district commits a Class C misdemeanor if the person knowingly violates TEC §44.031, TEC §44.032(a)-(d). The final conviction of a person other than a trustee for a purchasing offense results in the immediate termination of that person's employment.

STANDARDS OF CONDUCT

The competitive nature of the public purchasing basis and the expenditure of significant amounts of public funds requires that ethical standards be incorporated into the foundation of all purchasing functions. Purchasing personnel and school district staff are tasked with developing good vendor relations and encouraging vendor competition while avoiding even the appearance of favoritism or other ethical misconduct. Employees, in an effort to get the job done successfully and on time, are tempted to circumvent policies, procedures, and laws, or to make their own liberal 'legal' interpretations of existing policies. Such activity could result in ethical problems.

A. ETHICS (DH Exhibit)

1. The District subscribes to the Code of Ethics and Standard Practices for Texas Educators (Policy DH) which establishes proper conduct for district staff members.

Principle I, Professional Ethical Conduct, clearly applies to those individuals engaged in the purchasing process. The principle includes the following standards:

- a. The educator shall not intentionally misrepresent official policies of his school district or educational organization and shall clearly distinguish those views from his personal attitudes and opinions.
- b. The educator shall honestly account for all funds committed to his charge and shall conduct his financial business with integrity.
- c. The educator shall not use institutional or professional privileges for personal or partisan advantage.
- d. The educator shall accept no gratuities, gifts, or favors that impair or appear to impair professional judgment.
- e. The educator shall not offer any favor, services, or thing of value to obtain special advantage.
- f. The educator shall not falsify records, or direct, or coerce others to do so.
- 2. All District staff members are public servants and subject to Title VIII of the Penal Code, regarding offenses against public administration, including bribery and corrupt influence (Chapter 36), perjury and other falsification (Chapter 37), obstructing governmental operation (Chapter 38), and abuse of office (Chapter 39). All District staff members shall perform their duties in accordance with district policy, ethical standards for professional educators, and state and federal law. Penal Code 1.07(41) Title VIII

B. CONFLICT OF INTEREST (Policy DBD)

- 1. School district employees are limited in the types of employment in which they may be involved outside of normal school activities.
- 2. An employee shall not accept or solicit any gift, favor, service, or other benefit that could reasonably be construed to influence the employer's discharge of assigned duties and responsibilities.
- 3. An employee shall not have a personal financial interest, a business interest, or any other obligation that in any way creates a substantial conflict with the proper

- discharge of assigned duties and responsibilities or that creates a conflict with the best interest of the District.
- Each employee shall disclose, to the best of his or her knowledge, in writing to the Superintendent or designee any financial or ownership interest in any business or other purchase.
- 5. An employee who believes he or she has or may have a conflict of interest shall disclose the interest to the Superintendent or designee, who shall take whatever action is necessary, if any, to ensure that the District's best interests are protected.

RESPONSIBILITY FOR PURCHASING

A. Purchasing Office Responsibilities

- 1. Procure all goods and services required by the District
- 2. Determine the most appropriate and effective method of acquisition for each request for purchase
- 3. Assure the best value in all procurements is obtained as it is the goal of the procurement function
- 4. Abide by all system and District ethics policies
- 5. Verify sufficiency of departmental funds for purchases
- 6. Conform to applicable laws and regulations on all purchases
- Encourage truly competitive procurements while still satisfying the needs of the District
- 8. Conduct all formal communications with vendors regarding purchases
- 9. Develop and maintain current information on sources of supply
- 10. Maintain an accurate file of all purchases and related documents
- 11. Approval all justifications for proprietary or sole-source specifications
- 12. Provide assistance on procurement matters to all departments
- 13. Provide vendors with tax exemption certificates

B. Purchasing Policy

1.	Complete purchasing policy and procedures followed by the District may be found in the Texas Education Agency Financial Accountability System Resource Guide						

(FASRG) in the Purchasing Module. FASRG can be accessed through the TEA website at:

https://tea.texas.gov/finance-and-grants/financial-accountability/financial-accountability-system-resource-guide

2. Board policies pertaining to purchasing can be accessed through the District website at:

https://pol.tasb.org/PolicyOnline?key=261

C. Purchasing Authority

- 1. The following persons are delegated the authority to act as agents for Santa Maria ISD in carrying out the purchasing activities of the District:
 - A. Business Manager
 - B. Director of District Operations & Special Programs
- 2. Each principal and director acts as purchasing agent for all expenditures made from his/her campus activity fund respectively.

PURCHASING WITH FEDERAL, STATE, LOCAL FUNDS

A. Purchasing Threshold Requirements

The following apply to purchases when utilizing funding sources starting with any number except 2xx-

Purchasing Amount	Backup Documentation Required	Additional Forms	Formal Bd	Board Approval	Advertising				
<\$10,000 (micro purchase)	1 Quote Shopping cart/ Pricing information Co-Op contract if vendor is on Co-Op TEC §44.031	Not Required	Not Required	Not Required	Not Required				
\$10,000.00 - \$49,999.99 (small purchase)	3 Quotes/ Pricing information Co-Op contract if vendor is on Co-Op TEC §44.031	Formal specifications (Vendors not awarded on Co- Op or SMISD Bid)	Not Required	Not Required	Not Required				
\$50,000 + (formal)	Sealed Bids/Competitive Proposals TEC §44.031	Formal specifications	Required	Board Agenda Item Required	Required 2 consecutive weeks				
COOPERATIVES									
\$50,000 + Purchasing Cooperative (Co-Op)	1 Quote / Shopping cart and Co-Op contract	Not Required	Not Required	Board Agenda Item Required	Not Required				

The following apply to purchases when utilizing funding sources starting with 2xx-

Purchasing Amount	Backup Documentation Required	Additional Forms	Formal Eld	Board Approval	Advertising			
<\$10,000 (micro purchase)	1 Quote Shopping cart/ Pricing information Co-Op contract if vendor is on Co-Op	Not Required	Not Required	Not Required	Not Required			
\$10,000.00 - \$49,999.99 (small purchase)	3 Quotes/ Pricing information Co-Op contract if vendor is on Co-Op (if 3 quotes not possible, must document efforts to acquire 3 quotes with appropriate vendors) EDGAR 200.320	Formal specifications (Vendors not awarded on Co- Op or SMISD Bid)	Not Required	Not Required	Not Required			
\$50,000 to \$250,000 (formal)	Sealed Bids/Competitive Proposals TEC §44.031	Formal specifications	Required	Board Agenda Item Required	Required 2 consecutive weeks			
\$50,000 to \$250,000 Purchasing Cooperative (Co-Op)	3 Quotes and Co-Op contract (if 3 not possible, must document efforts to acquire 3 quotes)	Not Required	Not Required	Not Required	Not Required			
done see	DIDO							
\$250,001 +	BIDS EDGAR 200.320 (c,d) BIDS EDGAR 200.323 Cost Prices Analysis	Formal Specifications	Required	Board Agenda Item Required	Required 2 consecutive weeks			
Sole Source Purchase	Sole Source Affidavit	TEA Sole Source Approval Form	Not Required	Not Required	Not Required			
Any	Any exception to the above must be approved by the Superintendent or Designee, as appropriate							

1. For Minor purchases of \$49,999.99 or less:

- a. For requisitions totaling \$0.01 up to \$10,000 a quote, shopping cart, or pricing information must be submitted addressing items being purchased for items purchased with local or federal funds.
- b. Requisitions totaling from \$10,001 up to \$49,999.99 For Federally funded purchases, 3 quotes, shopping carts, or pricing information needs to be submitted. If quotes are not obtainable, please document all communication with vendor and submit with requisitions. For all other requisitions, a quote, shopping cart or pricing information must be submitted as an attachment to the requisition. Purchases from unapproved vendors (not on approved cooperatives/local bids) must include a Purchasing Justification Form. Requisitions for Coop vendors must have coop contract attached to verify contract validity.

c. Exceptions

- i. Sole Source item vendors must be approved through TEA for federally funded grant purchases. Pursuant to Texas Education Code Subchapter B, Sec. 44.031, the Board of Trustees of a school district may purchase without competitive bidding an item that is available from only one source. This exception may only be used in circumstances where a similar or like item does not exist and requires prior approval from SMISD Business Office.
- ii. Textbooks purchased directly from the publisher.
- iii. Books and encyclopedias purchased directly from the publisher.
- iv. Component repair parts (parts made by the same manufacturer as the item being repaired and no comparable parts available)

2. Purchases between \$50,000 and \$250,000:

a. All school district contracts for the purchase of goods and services valued at \$50,000 or more in the aggregate during a 12-month period must be competitively procured by the method that provides the best value for the

district: TEC 44.031. Any purchase for Coop vendors will require 1 quote for local funded purchases and 3 quotes for Federally funded purchases.

- 1. Competitive bidding;
- Competitive sealed proposals;
- 3. A request for proposals, for services other than construction services;
- 4. An interlocal contract;
- Request for Qualifications (RFQ);
- 6. The reverse auction procedure as defined by Section 2155.062(d), Government Code; or
- 7. The formation of a political subdivision corporation under

3. Major Purchases over \$250,001

a. If using Federal Funds for purchases over \$250,001, staff will need to go through a sealed CSP/RFP/RFQ. If using Local Funds and purchasing items over \$250,001 plus, adherence to TEC44.031 will need to be followed.

4. Exceptions:

- a. Professional Services Architecture, Optometry, Landscape Architecture, Professional Engineering, Land Surveying, Real Estate Apprising, Medicine, Professional Nursing, and Accounting TEC 2254.002
- Sole Source Goods items only available from one source covered by a service; and captive replacement or component parts for equipment repair <u>TEC</u> 44.031
- c. Emergency repair or replacement of school equipment that has been damaged or destroyed with the approval of the Board of Trustees <u>TEC 44.031(h)</u>
- d. Mainframe data-processing equipment and peripheral attachments with a single-item cost in excess of \$15,000 TEC 44.031(k)
- e. Purchase or lease of one or more school buses with an annual aggregate value greater than \$20,000 TEC 44.031(i)

B. Bids/CSP/RFQ Process Guidelines

1. Bids/CSP/RFQ Public Notifications

- a. A public notice (advertisement) of the time by when and place where the Bid/CSP/RFP/RFQ will be received and opened must be published in the local newspaper where the district's central administrative office is located.
- b. The public notice must be published once a week for two consecutive weeks.
- c. Bid/CSP/RFP/RFQ opening dates must be scheduled 14 days after the last publishing date.
- d. For the purpose of motivating and promoting competition among vendors, the district will maintain an updated bidding vendor list by categories of personal

property/services (called commodity codes) which will be used to notify interested vendors of any upcoming bid opportunities.

2. Bids/CSP/RFP/RFQ Submissions

- a. Bid and proposal openings shall be electronically submitted to the Business Office with adherence to specifications denoted.
- b. No proposal may be withdrawn after opening without approval of the Business Manager or designee based upon a written acceptable reason.
- c. Bids may not be changed for the purpose of correcting errors after they have been opened.
- d. The Board of Trustees has the right to reject any and all bids. LGC 271.027
- e. Prices quoted on proposal must be firm for acceptance 60 days from bid opening date.

3. Bids/CSP/RFP/RFQ Evaluation

- a. All Bid/CSP/RFP/RFQ must be reviewed and evaluated based on the criteria established on the procurement documents.
- b. A committee with a minimum of 3 members shall be formed to evaluate all received responses.
- c. Each committee member shall complete and sign the Santa Maria ISD Conflict of Interest and Nondisclosure forms.

4. Awarding Contracts

- a. In accordance with the selected procurement method, to award a contract the District shall consider:
 - 1) the purchase prices;
 - 2) the reputation of the vendor and of the vendor's goods and services;
 - 3) the quality of the vendor's goods and services;
 - 4) the extent at which the goods and services meet the needs of the District;
 - 5) the past relationship with the District (used for local bids);
 - 6) the impact on the ability of the District to comply with the laws and rules relating to Historically Under-Utilized Business;
 - 7) the total long-term cost to the District;
 - 8) long term costs (service, supplies, maintenance, etc.);
 - 9) any other relevant factor specifically listed in the procurement documents.

b. Tie Bid/CSP/RFP/RFQ

- 1. If the District receives two or more low bids that are identical, the selection of the winner shall be by the casting of lots.
- 2. If only one of the bidders submitting identical bids is a resident of the District, that vendor will receive the award. <u>LGC 271.901(b)</u>

c. Contract Length

- 1. Contracts obligate current District revenue only for the year in which they are awarded.
- 2. Multi-year agreements are permissible if they contain (1 year term with option to extend additional 1 year terms):
 - i. The right of the Board to terminate the contract at the end of each budget, or
 - ii. An appropriate funding-out clause to allow termination should funds become unavailable to pay for the contract <u>LGC 271.903</u>
- d. Non-resident bidders must underbid resident bidders by not less than an amount (percentage) by which a resident vendor would be required to underbid in the non-resident bidder's state (reciprocity). GC 2252.001; 2252.002

5. Inter-Local Agreements

a. Inter-local agreements between school districts, other local governments, and state agencies for the purchase of goods and services satisfies the requirement

that contracts be preceded by a competitive pricing mechanism. <u>GC</u> 791.025(b), (c)

b. Texas Comptroller of Public Accounts may provide and the District may use state contract prices and vendors to satisfy the requirement that contracts be preceded by a competitive pricing mechanism. <u>LGC 271.082</u>

6. Purchasing Cooperatives

- a. Cooperatives may be established by school districts, regional education service centers, county departments of education, and other local governments to pool goods and services needs in order to obtain optimal pricing.
- b. The Board of Trustees must approve a contract with the governmental unit operating the cooperative designating a person to act for the district in all matters pertaining to the cooperative.
- c. The governmental unit operating the cooperative may collect fees from the participating districts or governments to cover the cost of operating the cooperative. <u>LGC 271.102</u>

C. Enforcement

- 1. District staff members commit a criminal offense if they make or authorize separate, sequential, or component purchases to avoid using competitive pricing mechanisms when required. <u>TEC 44.032(b)</u>
- 2. District staff members commit a criminal offense if they fail to use competitive pricing mechanisms when required or award contracts for reasons other than those cited. TEC 44.032(c)
- 3. Conviction of an offense results in an individual's:
 - a. Immediate removal from office
 - b. Inability to serve in any public office in Texas for four years, and
 - c. Ineligibility to receive compensation through state or local government contracts <u>TEC 44.032(e)</u>

D. Law Code Abbreviations

TEC – Texas Education Code GC – Government Code

LGC – Local Government Code H&SC – Health and Safety Code

AC – Agriculture Code TAC – Texas Administrative Code

PC – Penal Code V.A.T.S. – Vernon's Annotated Texas Statutes

CONTRACTS

A. Contracts/Common Law

- 1. A District Purchase Order is an offer. A contract is created between the District and the vendor only when the vendor accepts the terms of the Purchase Order by causing the goods or services requested on the order to be delivered. The District's offer (or Purchase Order) is a presentation to the vendor of what the District wants from the vendor and under what conditions (terms). Purchase Orders provide a uniform way for the District to make offers to vendors with all terms in writing. This is why it is critical to the procurement process that the school or department receiving the goods or services immediately compares the delivery of goods and services with the Purchase Order. If the vendor has altered the terms of the Purchase Order to the point where the recipient is dissatisfied, then a possible breach of contract has occurred. In such a situation, the Business Office must be notified immediately.
- 2. In the case of bids and request for proposals (all types), a different set of circumstances exists. SMISD considers an offer as the vendor's bid or proposal. The vendor's offer constitutes what the vendor will sell the District and under what terms. The acceptance of an offer occurs when the Board of Trustees awards a bid or selects a proposal. (NOTE: the vendor may withdraw his offer [bid/proposal] at any time up until the offer is accepted [award made] by the Board.)
- 3. A contract is created between the District and the vendor after the bid is accepted by the Board and a District signatory signs a contract. A Purchase Order for the goods and services may be withheld or amounts substantially reduced by the Business Manager if the needs of the District change and

materials and services are no longer needed even though the Board has accepted an offer.

B. Contract Signatories

- Contracts not requiring Board of Trustees approval may only be signed by the following:
 - a. The Superintendent designates the Director of District Operations
 & Special Programs to sign any duly authorized and lawful contracts on behalf of the Board Of Trustees in the absence of the Superintendent.
 - The Superintendent designates the Campus Principals and Department Directors as signatories in the area for which they have been assigned budget authority under the following conditions:
 - i. All procurement rules have been observed and funds have been budgeted for that good or service; and,
 - ii. The goods or services procured are part of the usual and customary routine obligations for which a Campus Principal or Director are responsible. Examples include but are not limited to fundraiser commitments, photographer agreements, rental agreements, consultant agreements, and staff development agreements; or
 - iii. The agreement has been discussed with the Superintendent and the Superintendent specifically designated in writing the Principal or Director to administer the agreement.
 - iv. All contracts/agreements must have a purchase order in place before any goods or services are received. Contracts

for which activity funds will be used must adhere to the rules and regulations for activity accounts.

C. Lease Rental Contracts

- 1. Any contracts for rental, lease, lease purchase, or any other provisions that will extend past the fiscal year must:
 - a. have cancellation provisions and must be renewed by the issuance of a new Purchase Order for each fiscal year, (Attorney General of Texas Opinion No. M-950 dated September 14, 1971), and
 - be approved by the Business Manager and/or Director of District
 Operations & Special Programs

D. Consultant Contracts

- 1. A consultant is an independent contractor, not an employee, which offers services to the public. A consultant usually maintains an office and usually provides the equipment and materials necessary for completing or performing a service. A consultant is paid on a fee basis for specialized services that are usually considered to be temporary or short-term in nature, normally in areas beyond the expertise of the employing entity's employees.
- 2. Consultants hired to perform a service will execute a written contract acceptable to the District, prior to the performance of the service. A request to pay a consultant must be submitted with a copy of the signed contract.

E. Contract Change Orders

1. A construction contract with an original contract of one million dollars or more may not be increased by more than 25%. If a change order for a contract with an original contract price is less than one million dollars increases the contract amount to one million dollars or more, the total of the subsequent change

orders may not increase the revised contract amount by more than 25% of the original contract price.

PURCHASING PRINCIPLES

The Purchasing Prime Detectives

- 1. Approval for purchases must be made prior to purchase.
- 2. The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with adopted Board policy and current administrative procedures. The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control; persons making unauthorized purchases shall assume full responsibility for all such debts. Request for payment without a purchase order approved by the

Business Office will become the responsibility of the person ordering the goods/service. CH Local

General Guidelines

- 1. The Purchasing Office must approve purchases via a requisition and assign a purchase order number before purchases are to be made.
- 2. Materials for preview must follow the same purchasing procedures as detailed in this section.
- Employees should not purchase materials with their own money with the intention of being reimbursed by the District. Instead, the purchasing procedures outlined in this section should be followed.

A. Purchase Requisitions

Purchase requisitions shall be submitted by the requestors to the Principal or Director for approval. The Principal or Director must sign and approve requisitions.

- 1. Purchase requisitions may be prepared by any employee of a school or department. (Remember: A purchase requisition is still a request until approved by the Business Office and a purchase order has been assigned to the requisition.)
- 2. The requisition will be entered into Ascender by the Principal or Director's designee (i.e., secretary).
- 3. The requisition must include account codes per line item as required by Ascender.
- 4. Requests for goods/services thresholds and requirements must be adhered to (refer to *Purchasing Threshold Requirements* p.9-10).
- 5. Requests for goods and services between \$50,000 \$249,000 or more in the aggregate during a 12-month period must be competitively procured by the method that provides the best value for the district: <u>TEC 44.031</u>. Any purchase for Coop

vendors will require 1 quote for local funded purchases and 3 quotes for federally funded purchases.

- a. Competitive bidding
- b. Competitive sealed proposals
- c. An RFP, for services other than construction services
- d. An interlocal agreement
- e. RFQ
- f. The reverse auction procedure as defined by Section 2155.062(d), Government Code, or
- g. The formation of a political subdivision corporation under
- 6. Purchases over \$250,001 will need to go through a sealed CSP/RFP/RFQ
- Orders must not be deliberately split to avoid the necessity for quotes or competitive bids. This is a violation of state law.
- 8. Approval Authority All purchase requisitions must be signed and approved by the designated Principal or Director before being electronically entered into Ascender and send to the Business Office. In the event a Principal or Director is absent, he/she may designate approval authority to another administrator.
- 9. Purchases Without A Purchase Order
 - 1) No purchases are authorized without issuance of a purchase order, as payment will not be made for such purchases. Anyone creating or authorizing such a commitment prior to securing a purchase order will be held personally liable for payment of such agreement and may constitute grounds for written warning, termination and/or be liable to prosecution under the Texas Penal Code Chapter 39 Abuse of Office, Section 39.01.
- B. General Purchase Order Procedures
- 1. Requisitions are submitted to the Business Office on Wednesdays and Purchase Orders are issued on a weekly basis thereafter by the Business Office based on

- information submitted on the requisition. The Purchase Order is computer-generated with budgeted funds being encumbered at the same time.
- 2. A Purchase Order is considered to be only a purchase request until approved by the Business Office.
- 3. Contracts for purchase will be put into effect by means of a purchase order(s) executed by the Business Office after bids have been awarded to purchase goods or services.
- 4. Goods and services should not be ordered until the purchase order has been returned to the campus/department. The individual placing an order without a Purchase Order number will be responsible for payment of the invoice.
- 5. Purchase Orders are not to be modified with the vendor or by the campus/department directly. If it becomes necessary to change the terms of a Purchase Order, the campus/department must first advise the Business Office by means of a PO Modification Form (see Forms attached). Once agreement to any price increases or modification of terms is reached, the Business Office has the responsibility to adjust the encumbrance on the Purchase Order and notify all involved parties of the change(s).
- 6. Unauthorized changes, alterations, and/or substitutions of supplies, services and/or equipment described on a properly authorized Purchase Order will constitute grounds for written warning, termination and/or even be liable to prosecution under the Texas
 Penal Code Chapter 39 Abuse of Office, Section 39.01.
- 7. Once a Purchase Order is issued, the same PO number cannot be used for reorders. Where merchandise has been returned or damaged and a reorder of replacement merchandise becomes necessary, a new requisition must be submitted for issuance of a new PO.
- 8. In the event it is necessary to cancel a Purchase Order, the secretary/requestor must advise the vendor in writing by means of the Vendor Cancellation Confirmation form

(attached) denoting why the wish to cancel. The Business Office will liquidate the encumbrance once the 'signed' form is returned to the Business Office by the vendor.

9. The Business Office will:

- a. Verify compliance with state, federal laws and local policies (as indicated by the comments' line of the requisition sole source, DIR, Region 1, bid #, quote #, TCPN, etc.)
- b. Verify correctness of coding according to the Financial Accountability System Resource Guide (FASRG), and
- 10. Following final approval, the Purchase Order will be emailed to the requestor and supervisor.

C. Open Purchase Order(OPO)

- 1. Open Purchase Orders shall be issued only to approved vendors. This type of purchase order is used for constant high-volume purchases on a monthly basis above \$1,000.
- 2. All expenses against the OPOs must be tracked to avoid exceeding encumbered amount.

D. Purchase Order Modification

- 1. Campuses/Departments must complete the PO Modification form in its entirety.
- 2. All PO Modification forms must be submitted to the Business Office for compliance review. Modification form(s) must provide complete details on 'Reason for Modification' box.
- 3. All PO Modification Forms submitted to the Business Office must be accompanied with a copy of the PO.
- 4. PO Modification Forms lacking any required signature, information and/or documentation will establish grounds for denial of such request and will be returned to requestor.
- 5. If the PO Modification requested places the PO on noncompliance status, the Business Office will put on hold the order with vendor until the appropriate requirements are met. Campus principal/Director will be notified.
- 6. PO modification will not be processed if the invoices has been received.
- 7. If the vendor requests that the PO reflect modification, then the original PO must be cancelled, and a new PO be processed.
- 8. If a vendor requests that the PO reflect modification on the District's PO format and the invoice has already been received then the PO will be cancelled, and a NO PO will be processed.
- If a PO modification requires multiple or extensive modifications, the Business Office will determine if the original PO should be cancelled and a new PO processed.
- 10. PO modifications amounting overall less than \$25.00 no PO modification is required. The Business Office and Accounts Payable will pay without modification.

- 11.PO modifications requesting vendor changes will be processed once the requestor has contacted and notified the vendor first of said cancellation, provided that the PO is sent out to the vendor. Vendors can only be updated if on the description line.
- 12. Once the PO modification has been approved, the requestor and Accounts Payable will receive a PO change order in a report format.

INTERNAL PROCEDURES

A. Vendor List

- The Business Office maintains a database of vendor information. The list is based on categories derived from goods and services for which the District has taken bids or intends to take bids. A vendor may request to be placed on the bid list by contacting the Business Office and submitting a W9 form.
- B. Equipment Warranty, Maintenance, and Repairs
 - 1. For repair of equipment that has been received and paid, the campus or department has one of the following options:
 - a. If equipment is under warranty, contact the vendor from whom it was purchased. If purchased through a district bid, contact the Business Office. (Warranties start the day the equipment is received even if school is not in session and the item is not put to use right away.)
 - b. If the equipment is no longer under warranty, contact the Maintenance Department for repair assistance.
 - c. For items covered by outside maintenance contracts such as duplicating equipment, new vehicles, contact the appropriate service company holding a maintenance agreement with the District.
 - 2. For all computer equipment, contact the Technology department for assistance.

C. Open Records

 All information collected, assembled or maintained by governmental bodies pursuant to law or ordinance or in connection with the transaction of official business is public information and available to the public during normal business hours of any governmental body with certain exceptions.

- 2. Three exceptions clearly concern the purchasing operation found in: TEC Title 110A, 6252-17a, Section 3
 - Information, which if released, would give advantage to competitors or bidders;
 - Information pertaining to the location of real or personal property for public purposes prior to public announcement of the project, and information pertaining to appraisals or purchase price of real or personal property for public purposes prior to the formal aware of contracts therefore;
 - ii. Trade secrets and commercial or financial information obtained from a person and privileged or confidential by statute or judicial decision; the concern is that information is not disclosed at inappropriate times leaving the district unprotected.

D. Sales Taxes

- 1. Santa Maria ISD is exempt from the payment of state sales tax due to its status of being a political subdivision of the State of Texas.
- Staff members may not use the district's tax-exempt status for purchases of personal property. Anyone avoiding the payment of sales tax by using this exemption may be liable for prosecution under <u>Texas Penal Code</u>, <u>Chapter 39</u>, <u>Abuse of Office</u>, <u>Section 39.01</u>. (This also applies to booster clubs, PTOs, and other outside organizations – they must each apply and receive their own taxexempt status.)
- 3. All Purchase Orders notify vendors of the District's tax-exempt status. When placing a confirming Purchase Order with a vendor, the campus/department

should indicate to the vendor that the district holds this exempt status and should not be charged tax(es).

RECEIVING

- 1. Receiving and distributing materials/supplies received from vendors is the responsibility of each campus/department.
- 2. Taking careful inventory of items received is crucial to accountability, especially those involving fixed assets (i.e., furniture, equipment)
- 3. All receipt of supplies, materials must be inspected within 5 days. Claims for damages or incorrect orders need to be submitted promptly to the vendor and follow vendor's return/exchange policies.
- 4. If a return is necessary, contact the vendor to begin the return process; be sure to ask who is paying for the return, if a return authorization # is required, and if the campus is paying, what the address is to return.

TRAVEL

A. Travel Definition

Travel is defined as moving from one place to another as a district representative. In this case, the District may reimburse district staff for some or all qualified expenses. Approval to travel must be obtained before traveling, regardless of expenses requested. Approval is done via an Absence Request form. Prior approval from the campus principal/director is required before submission to the Business Office. Overnight student travel requires prior approval from the Superintendent and Board.

B. General Procedures for Employee Travel

The following travel procedures shall apply to all district employees and students traveling on behalf of Santa Maria ISD. Different travel policies may be imposed on

certain district representatives based on the type of trip or on the funding source of the trip (i.e., various contracts and grants awarded to the District).

For individuals traveling using federal grant monies or any other fund that limits the reimbursement amount, the allowable amount of the grant or fund will supersede any amounts contained in these procedures.

Local in-service training should be utilized as first choice.

Out of Region One travel should be conducted within the work week/hours.

ANY EXCEPTIONS TO TRAVEL PROCEDURES MUST BE APPROVED BY THE SUPERINTENDENT OR DESIGNEE.

C. Eligibility

- Students may be permitted to take school-sponsored trips for the following purposes: <u>Policy FM Local</u>
 - a. Activities of school-sanctioned clubs or organizations
 - b. UIL or other school-sanctioned competitions, recognitions, or special invitational events.
- 2. The Superintendent or Designee determines eligibility of individuals to travel on official school business.

D. Approval

1. Superintendent

 The Superintendent shall be reimbursed for documented travel expenses and meal expenses associated with district business, in accordance with provisions as set forth in the Superintendent's contract. Approval from the Board President shall be required for any out-of-state travel by the Superintendent <u>Policy DEE Local</u>

2. Student

 Approval of the Principal/Director is required for all travel except overnight and out-of-state student travel. Overnight student travel requires prior approval of the Superintendent and Board of Trustees.

Policy FM Local

3. Staff

Approval is obtained following submission of an Absence Request Form.
 Prior approval from the campus principal/director is required for all travels. Out-of-state travel requires prior approval from the Superintendent and Board respectively. Policy DEE Local

E. Travel Options

- Local Travel Local Travel is defined as recurring travel within the district and Rio Grande Valley boundaries to conduct school district business not requiring registration fees and/or meals. No lodging expenses are allowed for travel within the Rio Grande Valley.
- Day Trips Day trips are defined as trips within the District and Rio Grande
 Valley boundaries to conduct school district business requiring registration fees
 and/or meals. No lodging expenses are allowed for travel within the Rio Grande
 Valley.
- Overnight Travel Overnight travel is defined as trips outside of the Rio Grande Valley boundaries but within the State of Texas in which it becomes necessary to spend the night at a point of destination to conduct school district business the following day.
- 4. Out of State Travel Out of state travel is defined as trips in which your point of destination is outside the state of Texas but within US boundaries.

F. Travel Reimbursement Rates

Travel Reimbursements as Per State of Texas Travel Guidelines are as follows:

1. Employees

 Employees will be reimbursed for overnight and out-of-state travel at the rates listed on the Federal Domestic Maximum Per Diem Rates web site as adopted by the State of Texas. https://www.gsa.gov/travel/plan-book/per-diem-rates

 Automobile Mileage: Reimbursement will be calculated at the rate deemed by the District; however, use of district vehicle(s) is preferred before consideration to reimburse.

Out of State

- Employees will be reimbursed for out-of-state travel at the rates listed in the Federal Domestic Maximum Per Diem Rates web site as adopted by the State of Texas. https://www.gsa.gov/travel/plan-book/per-diem-rates
- Student– Meal Per Diem is as follows for out of District travel
 Breakfast (leaving prior 6AM or arriving after 10AM) \$10
 Lunch (leaving before 10AM or arriving after 2PM) \$10
 Dinner (leaving before 2PM or arriving after 8PM) \$10
 ** Coaches or Sponsors are expected to dine with students and eat the same type of meal, whenever possible.
- Staff

 Meal Per Diem is as follows for out of District travel
 Breakfast (leaving prior 6AM or arriving after 10AM) \$10
 Lunch (leaving before 10AM or arriving after 2PM) \$12
 Dinner (leaving before 2PM or arriving after 8PM) \$16

G. Reimbursement/Advances

1. Reimbursements are paid according to the authorized State of Texas per diems.

H. Transportation

- 1. Employees traveling on official school district business must select the most rapid and economical mode of transportation available (i.e., airfare, car rental, utility bus, and/or private vehicle) to achieve maximum savings and efficiency
- 2. Employees traveling by air to attend a conference, then the most economical mode of transportation should be used from the hotel to the conference, such as shuttle, taxi or car rental.
- 3. Employees traveling on school business in a personally owned vehicle must provide a map with the most efficient route to travel to determine mileage reimbursement.

4. For student travel, arrangements with the Transportation Department must be made either to secure a school bus or district vehicle when the group is up to 15 passengers including the driver. Coaches and sponsors must accompany students to district events to ensure supervision at all times. Use of personal vehicles is discouraged unless authorized prior by the Superintendent.

I. Lodging

1. When traveling on school business, all possibilities must be exhausted to utilize or secure hotels on state contract. These hotels typically have a block of rooms available at the state rate. https://comptroller.texas.gov/purchasing/

J. Group Travel

- Group travel is defined as a trip in which 2 or more employees travel on the same dates with the same itinerary to conduct the same business. Travel Management is required by all employees and means that those traveling will make all necessary travel arrangements for the traveling group to achieve maximum savings and efficiency.
- 2. Transportation Personnel traveling on official school district business must select the most rapid and economical means of transportation available (district vehicle, airfare, car rental, etc.) to achieve maximum savings and efficiency.
- 3. Four-Per-Car-Rule Travel coordination means traveling together in one personally owned or leased vehicle, when deemed most appropriate. If more

than one district employee travels on the same dates with the same itinerary to conduct the same school business, then coordination of travel is required.

Travel Documentation

Copy of completed and properly approved Absence Request Form, agenda, registration, roster, itinerary, electronic mileage printout must be provided as supporting documentation for any and all travel requests.

Travel Requests must include the following information as applicable and must clearly identify the purpose for such:

- Name and vendor number
- Date(s) of travel
- Conference/Meeting location
- Conference/Meeting title
- Number and names of students and/or employees traveling
- Departure/arrival time(s)
- Means of transportation
- Lodging information
- Number of meals as per diem with accompanying rosters
- Transportation costs (i.e., car rental, airfare, mileage)

Coaches/sponsors are responsible for submitting all properly signed backup documentation. Incomplete submissions will delay processing and result in denial of request.

Allow a minimum of 3 business days for purchase order processing if all information and documentation has been submitted timely and with accuracy.

Once approved, a Purchase Order will be sent electronically to the requestor.

- K. Allowable and Unallowable Expenditures
 - i. Allowable Expenditures
 - Meals
 - Hotel
 - Airfare
 - Automobile rental with insurance
 - Self-parking fee
 - Mileage
 - Ground and Commercial transportation
 - Airport parking
 - Registration fees

ii. Unallowable Expenses

- Tips for services rendered
- Traffic citations
- Entertainment expense
- Alcoholic beverages
- Personal telephone calls, local or long distance, unless properly explained
- Texas sales tax
- Room service
- Travel insurance on airline tickets
- Membership fees or dues issued in the name of the individual or position
- Valet parking fee
- Taxi from convention/hotel to restaurants

L. Cancellations

- Cancellation procedures apply to any district funded travels. It is the sole responsibility of the traveler to process a cancellation notice. <u>Policy DEE</u> Local
- If an employee who has been properly authorized to travel on school business does not attend the workshop, seminar or conference, prompt Travel cancellation must be communicated to appropriate supervisor immediately.
- The Business Office must be notified of departure of travel at least 5 working days prior.
- In the event where the District has issued advance payments such as registration fees or purchase of airline tickets and/or any travel related expenditures that are not reimbursable to the District, the employee must reimburse the District through payroll.
- If travel is canceled due to adverse weather conditions, natural disaster, and/or serious personal medical reasons/family emergency, the employee may be released of any obligations to the District. Travel

- cancellation must still be communicated to the Business Office and appropriate administrator.
- When the provider cancels scheduled event, a written notice/statement must be submitted to the Business Office.

GLOSSARY

Annual Aggregate – Pertains to the total amount of purchases made by a school district within a single category of items during the twelve-month period. The state does not prescribe on what date the period starts or stops.

As Is – Expression signifying goods offered for sale are without warranty or guarantee. Purchaser has no recourse with the vendor for the quality or condition of the goods purchased.

Authorized Deviation – Permission given to a supplier authorizing production or delivery of items within stated limits other than those specified originally.

Backorder – The undelivered part of a previous order which the vendor re-enters for shipment at a later date.

Bid – A response to a specified request for goods and services. Usually requested for contracts exceeding an annual aggregate of \$50,000.

Change Order – A purchaser's document used to modify or add to a purchase order.

Competitive Sealed Proposal (CSP) – A method of procurement. Proposals are submitted in sealed envelopes, plainly marked with the name of the proposer and the time of opening.

Proposals received after the specified time shall not be considered. Proposals shall be opened at specified time, and all proposers shall be invited to attend the proposal opening.

Guarantee – Contractual responsibility for the substandard performance or non-performance of another party.

Invoice – The vendor's itemized list of goods or services supplied which specifies price, quantity and terms of sale.

Negligence – Under a legal obligation, failure to exercise the degree of care expected of a person or ordinary prudence in like circumstances.

Procurement – A term encompassing all elements of the district's purchasing process. Determines needs, strategy, suppliers, best price, requests, documentation, purchasing and adherence to federal, state, and local laws.

Purchase – To acquire goods or services for a price.

Purchase Order – A purchaser's formal written offer to a vendor containing all terms and conditions of a proposed transaction.

Quote – A statement of price, terms of sale, and description of goods or services offered by a vendor to a prospective purchaser.

Requisition – A formal request made to the Business Office to procure goods or services from a vendor.

Specification – A comprehensive and accurate statement of technical requirements descriptive of a good or service, and the procedure to be followed to assure requirements are met.

Terms of Payment – Method of payment agreed upon in a sales contract.

Vendor – A seller of goods or services.

Warranty – An undertaking, either expressed or implied, that certain fact regarding subject matter of a contract is as it is declared or promised. Not to be confused with 'guarantee'.



Santa Maria ISD Business Office 11119 Military Rd Santa Maria, TX 78592 956.565.6308

TRAVEL & MEALS GUIDELINES

These guidelines are intended to serve as a tool for the approval or denial of trips requests. Measures are being taken to ensure cost savings along with consistency that is essential between all programs. All field trips must support TEKS, be reasonable in cost, and necessary to accomplish the objectives of the program.

SNACKS/MEALS

Adherence to the following will ensure consistency across the district.

- Most all trips are generally locally funded, must be preapproved and reflective of CIP/DIP Goals and Objectives.
- Meals during instructional time must adhere to the Foods of Minimal Nutritional Value guidelines. Meals may be supplemented through fundraising efforts but require preapproval.
- Snacks obtained from the Child Nutrition Department must be requested at least two weeks in advance to ensure timely arrival of such items.
- Out of District travel meals will be provided as follows:
 - o Breakfast (leaving prior 6AM or arriving after 10AM) \$10
 - Lunch (leaving before 10AM or arriving after 2PM) \$10
 - o Dinner (leaving before 2PM or arriving after 8PM) \$10
- Sponsors/Coaches must plan for meals in advance, process requisitions to obtain Purchase Order(s), collect participation rosters with signatures and retain all receipts for submission to the Business Office. All remaining funds must be returned to the Business Manager upon return and obtain a receipt to ascertain return of funds.
- A meal must be provided to District's bus driver(s) traveling with the group.
- All documentation of travel must be submitted 2 weeks in advance or sooner to the Business Office for review. Qualifying events that provide advancement to

next level of travel must be communicated promptly to the campus/department requestor for timely submission to the Business Office.

SPONSORS/CHAPERONES

- Sponsors/Coaches are expected to accompany students in the bus to assure supervision is present at all times. Exception to this expectation is the Athletic Trainer who will be allowed to travel in his/her personal vehicle.
- Sponsors/Coaches accompanying students must be directly involved with the program/organization.
- Additional traveling sponsors may also be assigned by the campus principal, as appropriate.
- Paraprofessionals traveling with sponsors will be paid based on hourly guidelines; please be mindful that overtime will accrue.
- Hotel accommodations for students must be planned on four students to a room.
- Hotel accommodations for staff is planned on two staff members per room per same gender.

TRANSPORTATION

- Primary consideration must be given to district transportation (i.e., bus, vehicle).
- If a request other than District transportation is being considered, a request must be submitted with complete quotes denoting potential cost to the district.
- A request for use of bus or district vehicle must be made to the Transportation department at least two weeks in advance to properly secure vehicle ahead of travel.

PROFESSIONAL DECORUM

 All district employees should perform their duties in accordance with state and federal law, District policies and procedures and ethical standards as delineated in <u>Policy DH Local</u> and <u>SMISD Employee Handbook</u>. Violation of policies, regulations, or guidelines may result in disciplinary action, including termination.

- It is imperative that all staff be reminded that when traveling with students we are on the job throughout the length of the trip and representing the district.
- Professional decorum is expected at all times.

FORMS

Santa Maria Independent School District Roster of Students Receiving Meals

Event:		
Dates:	Location (city, state):	
Print Sponsor/Coach Name (s):	PO #	
Sponsor/Coach Signature(s):		

- 1. Sponsors/Coaches are responsible for the safety and health of the students under their care. As such, they must ensure that each student receives the appropriate meals .
- 2. Students must sign and indicate which meals were provided.
- 3. The Roster of Students Meals form must be submitted along with any receipt or residual money to the Business Office within five working days after the event date.

Students' Name (Print)	Student's Signature	Breakfast	Lunch	Dinner
ohnny Doe	Johnny Doe	٧	٧	٧
				_
				-
				-
Coaches/Sponsors/Bus Drivers	Signatures	Breakfast	Lunch	Dinner
				_

SANTA MARIA INDEPENDENT SCHOOL DISTRICT TRAVEL AUTHORIZATION AND PAYMENT REQUEST FORM

☐ PROFESSIONALS ☐ PARAPROFESSIO			PARAPROFESSIONAL	NAL STUDENT			□ BOARD				
a	or post-trip r ttached. Ple	eimburseme ase attach co	nts should inc	e submitted to the Busin clude a copy of the originature as backup. UNAI NT.	nal trave	l advance	with actua	il expenses lis	ted and reco	eipt substanti	iating expenses
N	ame:			Campus/I	Dept:				Title:		
Departure	e Da	ite:				Ret	urn	Date:	:		
from SMI	SD: Tir	ne:	@			to S	MISD:	Time:			
Destination	on:										
Location o	of Session:			-							
Program A	Area:			Hours:		bstitute leeded:	☐ Yes ☐ No	Substitute Account Co	de:		
Name of S	ession:						i				
DIP/CI	P Goal/Obje	ctive									
								student group nes and provid			es. ⁵
E	stimated Cos	its:									
			Registr	ation Fee:			4		Fare (air, bus, rail):	
			Rental Vehicle	Charges:				Private vehic	lex_	50.51 mile:	
			Lodging	(\$85/day):		with a con-	Other	expenses (list d	letails & attac	ch expenses):	
		EMPLOYEES						STUDENT(S)			11000
	Man	descens Alleron			- 0	Walter of		SPONSOR(S)	10		
Maximum Allowances Staff Meals In-State Out-of-Valley Trips\$38.00 A Day Breakfast - \$8.00 Lunch - \$12.00 Dinner - \$16.00 Please see Travel Manual for details			i.00			Stu ukfast - \$8.0 M: Stude	sximum Allowa dent Meals In-V IO Lunch , \$8.0 eximum Allowa nt Meals Out-o IO Lunch - \$8.0	'alley 0 Dinner - Şi nces - Valley			
Breakfast	8.00	х		-	Br	eakfast	8.00	x .		-	
Lunch	12.00	x		=	G	ınch	8.00	FR ASSESSMENT CONTRACTOR	1000	-	
Dinner	16.00	х		=	DI	nner.	8.00	x			
				Total	12	新科斯斯		34.4		Total	1.00
Lunch will b	e reimbursed	if leaving befo	re 10:00 a.m. o	n. or arriving after 10:00 a. or arriving after 2:00 p.m. r arriving after 8:00 p.m.	m.		}		Estimated to	tal expenses:	
		***	A Travel Rep	oort must be submitt	ed with	in 10 day	s upon ti	ne date of re	turn***		
	Princi	pai/Facilitator	/Supervisor	3	D	ate	-	Approved 0	3	Not Ap	proved 🗆
	Director of St	udent Services	/Business Man	ager	D	ate	_	Approved C	a ·	Not Ap	proved 🗆
Superintendent of Schools				D	ate		Approved 5	2	Not Ap	proved 🛘	
Vehicle ex	pense accou	nt code:									
			following fun	d: (s)							
f paid with	h Federal Fur	nds, must ha	ve approval or	f Business Manager:							

Santa Maria Independent School District

ABSENCE-FROM -DUTY REQUEST/REPORT

- <u>Discretionary Leave</u>: Submit this form for approval prior to the requested absent from duty. Form must be submitted immediately upon return for all other leave.
- Absences of 3 or more consecutive days for personal or family illness must have a written statement from a health care practitioner attached.
- Employees requesting or reporting extended leave of more than five days must schedule a conference with the personnel
 office.

Name	Position						
Department/Campus	Date						
Reason for Absence	Date(s) of Absence	Total Hours Absent					
☐ Personal illness or medical appointment Is illness or injury work-related? ☐ Yes ☐ No							
☐ Illness or medical appointment in family Specify relationship:	9						
☐ Death in family Specify relationship:		4.4					
Emergency Specify:		\$					
☐ Personal business	·						
☐ Family and medical leave (care for a newborn child, placement of a child, qualifying exigency, etc.)							
☐ Assault leave							
☐ Jury duty or subpoena (attach documents)							
□ Vacation		-					
☐ School Business:							
☐ Other	,						
Employee Signature	Date	- 1					
Principal/Supervisor/Facilitator Signature	Date						
Superintendent Signature	Date						
Leave Status: 🖸 Approved 🚨 Disapp	roved						
Must be filled out by employee: Category and amount of leave recorded: □ State personal leave hours □ State sick leave hours □ Local leave hours □ Family and medical leave hours □ Temporary disability days □ Assault leave hours/days □ Other: □ Workers' compensation Notice provided to employee: □ FMLA							

Revised 06-20-2012



Santa Maria ISD Business Office 11119 Military Rd Santa Maria, TX 78592 956.565.6308

PROCEDURE AND TRAINING ACKNOWLEDGEMENT

I acknowledge that I have received, read and understand the 'Business Policies & Procedures' and have successfully completed the training provided in August 2024. Further, I am aware that the Business Policies and Procedures Manual is readily accessible on the District webpage at https://www.smisd.net/departments/business-finance/manuals-resources

By signing below, I confirm that I will abide by the expectations, rules and regulations stated within the aforementioned procedures.

Signature	Job Position	
Printed Name in Full	Date	