

CONTRACT CHEAT SHEET (PO MUST be in place first thing!!)

Signature Required?

- If there is a signature required - it goes to the board
- If there is not a signature required - *it does NOT go to the board - the PO Process covers the approval of the agreement

AMOUNT OF THE AGREEMENT?

- If the amount of the agreement is over \$25,000 - it goes to the board - *regardless of signature required or not! (see above)
- If it involves money, the funding source (fund a project) is very important and needs to be on the memo in some fashion!

CONTRACT DATE

- Date terms should be July 1 through June 30 - other wise, "School year **-**" would also suffice (ex. School Year 25-26)
- Dates CANNOT be for multiple years - *with a few exceptions
- School CANNOT enter into multiple year agreements - * with a few exceptions
- If dates are less than a calendar year, that is acceptable (ex. From August 10th through May 22nd - the dates of the actual school year)

ANNUAL RENEWALS

- The school District CANNOT execute automatically renewable terms - this is the same as a mulit-year agreement.
- The language needs to say something to the effect of "with the option to be annually renewed by the board of education"
- It would be best if the agreement automatically terminated unless renewed by the board (few agreements say this)
- The district can enter into multi-year agreements IF - the agreement is annually renewable by the board and terminates without renewal.

TERMINATION CLAUSES

- These need to reflect termination by mutual agreement, in writing, within "x" number of days - typically 30
- There must be a way for the board to terminate the contract.

BREECH RESOLUTION

- Any breech of contract resolution, arbitrations, or negotiations should be governed by the legal jurisdiction of Oklahoma (many do not state this)
- The district risks the monetary value of the agreement by approving out of state jurisdictions therefore; the amount of the agreement should be considered when submitting for approval.

TERMS & CONDITIONS

- These **MUST** be reviewed and included if at all possible with contract submissions. This is typically where the “fine print” can get the district in trouble. Key things to look for are the dates of the contract, automatic renewal (we cannot do this), termination clauses (there must be one), jurisdiction of arbitration (needs to be Oklahoma - typically it is not and this is often difficult to change)

Questions? pittengerj@mustangps.org