



## DJB – CONTRACTING

This policy governs all contracts entered into by the District for the procurement of goods and services, regardless of cost. It outlines the requirements for contract types, execution, and essential terms and conditions.

A contract is required for any service provided to the District that may create liability for the District, unless exempted by administrative guidelines approved by legal counsel. This applies regardless of whether the District pays for the service.

For all purchases of goods and/or services of \$10,000 or more, a purchase order must be issued with either the District's standard written terms and conditions or a separate written contract executed according to this policy. The Finance Department shall maintain administrative guidelines for instances in which purchase orders shall be issued for purchases of less than \$10,000.

Executed purchase orders and all contracts shall be maintained in a manner and location determined by the Finance Department.

### Definitions

For the purposes of this policy, these terms or phrases have the following meanings:

- **“Contract”** is an agreement between the District and one or more parties that creates mutual obligations that are enforceable or otherwise recognizable at law.
- **“Cooperative purchasing agreement”** is a process that allows the District to purchase goods and services at pre-negotiated rates using an existing contract that has already been solicited and awarded by other public agencies.
- **“District-issued contract”** is an agreement generated by the District for a specific service, good, or arrangement. A District-issued contract should be generated by the Finance Department or legal counsel, but at a minimum requires review and approval by the Finance Department or legal counsel.
- **“Material change”** means a modification to a standard District template or standard written terms and conditions that alters the legal obligations of a party, including changes to indemnification clauses, liability limitations, and governing law.
- **“Service”** means work performed by an individual or entity, other than an employee of the District, that provides a benefit or fulfillment of a need for the

District. This work typically involves specialized knowledge, skills, or expertise and is often intangible in nature.

- **“Standard District template”** is a contract that has been reviewed and approved by legal counsel and maintained for future use. Standard District templates will be maintained for construction projects, service agreements, software purchases, community partnerships, and other services.
- **“Standard written terms and conditions”** is a standard contract approved by legal counsel maintained for the purchase of goods but not software.
- **“Vendor contract”** is an agreement issued by the vendor and require review by the Finance Department or legal counsel before execution of the agreement.

### **Contract Execution and Approval**

The District will use its standard written terms and conditions, a standard District template, or a District-issued contract whenever feasible and appropriate. Exceptions to using the standard District contracts must be approved by the Finance Department or legal counsel. Use of a standard District contract does not require review by legal counsel unless a request is made for a material change to the contract.

The District may enter into cooperative purchasing agreements with other governmental entities and execute contracts under such agreements, if cooperative purchasing is in the District’s best interest and the cooperative procurement methods comply with District policies and administrative guidelines. The Finance Department shall maintain administrative guidelines on the process for entering into cooperative purchasing agreements.

### **Requirements for Written Contract**

Any written contract must include a provision requiring a criminal background check for any person providing direct services to students under the contract, including but not limited to instruction, physical, mental, and social health supports, transportation or food services as required by law. The contracting entity is responsible for any costs associated with the background check.

Any written contract must include a provision that the District’s obligations for the construction and design of public works projects payable after the current fiscal year are contingent on money to pay the obligations being appropriated, budgeted, and otherwise made available to the District, subject to the requirements of C.R.S. § 24-91-103.6.

Any written contract must include insurance requirements reviewed and approved by risk management.

Any written contract shall not include any of the conditions or terms listed below. Any condition or term listed below is considered null and void, unless approved by legal counsel prior to execution of the contract. However, the below conditions or terms are void ab initio for certain contracts identified in C.R.S. § 22-1-135.

- Any requirement that the District indemnify or hold harmless another person or entity;
- Any requirement that the District participate in binding arbitration or other extra-judicial process for dispute resolution;
- Any requirement that the District agree to limit liability of another person or entity for bodily injury, death, or damage to school district property;
- Any waiver, alteration, or limitation of the application of the Colorado Governmental Immunity Act;
- Any waiver, alteration, or limitation of the application of the Student Data Transparency and Security Act or the Colorado Privacy Act;
- Any conflict with Colorado law or associated rules under state statute.

## Contract Approval

Each contract must be signed by the appropriate employee with purchasing authority or the Board's presiding officer, as applicable. The Board of Education may delegate negotiation and execution of a contract to specified District staff upon approval of the purchase amount. In addition to the purchasing authority in District Policy DJA – Purchasing Authority, Methods, and Thresholds, at a minimum, the following employees must approve a contract, as evidenced by signature on the appropriate contract. Contracts without a purchase price only require signatures by the individuals in Table 1.

Table 1: Contract Approval - Purchase

Purchase price	Principal, manager, or Director	Executive Director or Cabinet Member	Legal Counsel * (approved as to form)	Finance designee**
No cost	X		X	
Under \$10,000	X		X	
\$10,000-\$100,000	X		X	X
\$100,000-\$250,000	X	X	X	X
\$250,000 and over***	X	X	X	X
District receiving payment	X			X

Note: "X" indicates that approval is required by an individual in that role.

\* Only applies to contracts that are not standard District templates or are high-risk. A standard District template that has material changes must be reviewed by legal counsel.

\*\*Signature of finance designee is required when the funding source for the purchase is or includes a federal grant to ensure compliance or allowability within the grant or the District is receiving payment (excluding donations).

\*\*\* Board Presiding officer signature required, unless Board delegates signing authority to specified District staff.

Adopted by Board: May 13, 2025, effective July 1, 2025

**CROSS REFERENECS:**

DJ – Purchasing and Contracting

DJA – Purchasing Authority, Methods, and Thresholds

**LEGAL REFERENCES:**

C.R.S. 22-1-135 (terms and conditions in public school contracts)

C.R.S. 22-32-122(4) (background check provision required in service contracts)