Policy 7-1-1: Contracts

[Policies](https://www.wnc.edu/policies/) / Policy 7-1-1: Contracts

| **Policy:** | Policy 7-1-1: Contracts | **Date Adopted:** | Jul 23, 2003 | |
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| **Department:** | [Finance & Administration](https://www.wnc.edu/president/cfo/) | **Contact:** | Chief Financial Officer | |
| **Statement:** | WNC handles all non-employment contracts in the manner outlined in the following procedure. | | |

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**Section 1: Definitions**

1. **Contract** – as defined in the NSHE Procedures Manual, Chapter 5, Section 3:
   1. “A contract is an agreement between two or more persons (or entities) that creates an obligation to do or not to do a particular thing. Its essential components are competent parties (persons or entities legally capable of contracting), subject matter (the purpose of the contract), a legal consideration (the inducement to contract, usually money or something of value, but also including mere promises to perform something or refrain from doing something), mutuality of agreement (all parties must voluntarily enter the contract) and mutuality of obligation (all parties are obligated to do something or not to do something they otherwise have a right to do).
   2. Labels do not control whether a contract exists or not. The following, which are not meant to be all-inclusive, ***are all contracts*** as they constitute an agreement between two or more persons that creates an obligation to do or not to do a particular thing (*this policy does not include letter of appointment contracts*):
      1. contract
      2. agreement
      3. lease
      4. rental agreement
      5. letter or memorandum of intent
      6. letter or memorandum of agreement
      7. letter or memorandum of understanding
      8. employee separation agreement
      9. facility use agreement
      10. education affiliation agreement
      11. purchase order
      12. grant application
      13. grant agreement
2. To be valid, the agreement must state that it is entered into by the **BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of Western Nevada College**.

Similarly, the signature block should read:

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER  
EDUCATION, on behalf of Western Nevada College By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Chancellor (or appropriate title if  
signature has been delegated)

**Section 2: Signature Authority**

1. The president, pursuant to the delegation of authority from the Chancellor set forth in the NSHE Procedures Manual, Chapter 5, Section 3, Question 13, has signature authority for all contracts which require consideration (cash, property, or services) valued at one million dollars ($1,000,000) or less calculated by adding the total cumulative payments, delivery or performance over the entire term of the contract, and which are for terms of five years or less or which provide the right to renew for terms that do not exceed five years in the aggregate and other prescribed agreements. Contracts exceeding these limitations must be recommended by the President and forwarded to the Chancellor for signature.
2. The president, pursuant to authorization granted in the NSHE Procedures Manual, Chapter 5, Section 3, Question 14, has delegated to the Vice Presidents, Executive Director and Chief Financial Officer signature authority for their appropriate areas, with the following limitations:
   1. The contract must not exceed $100,000.00.
   2. The contract must not exceed one year in duration.
3. Notwithstanding the delegation of authority set forth above, no vice president shall enter into a contract that substantially impacts the college without informing the president and obtaining the president’s authorization to execute such an agreement.
4. A letter memorializing the President’s delegation is on file in the President’s Office. Any contract exceeding the foregoing limitations must be signed by the President or his/her designee in times of absence.

**Section 3: Contracting Procedures**

1. All contracts must be reviewed by NSHE General Counsel prior to signature.
2. A signed contract must be on file in the Chief Financial Officer’s office *prior* to the effective date of the contract.
3. The Facilities Management & Planning department is responsible for coordinating and processing on-site Facility Use Agreements for the college.

**Section 4: Signature Authorization Form**

1. Signature Request & Certificate of Signature Authority coversheets should be completed in its entirety and accompany original contract
2. These forms are available athttps://www.wnc.edu/president/contract-faqs/.

**Section 5: Exceptions**

1. Any exceptions to this policy require the written approval of the college president or his/her designee(s).

**Section 6: Additional Information**

1. For additional items, such as frequently asked questions, checklists, sample contracts, terminating a contract, etc. refer to https://www.wnc.edu/president/contract-faqs/.

| **Date(s) Revised** | January18, 2022;November 3, 2009; September 2, 2008; May 11, 2004; | **Date(s) Reviewed** |
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