End-User Contract Checklist (All Contracts)

If the contract amount is $25,000 or more, have the services been competitively procured?
Is the end-user department/contract owner identified? Is the vendor’s contact information provided?
Is the scope of service detailed and does it match the service identified in the contract?
Are the start and end dates identified? If this is a multi-year agreement, does the contract include a non-appropriation of funds provision? Are renewal options clearly identified?
Does the contract include objective (measurable) criteria and language that provides an effective method of evaluation that could ultimately lead to termination or continuation of the contract?
Are services to be provided directly to students or at a school or other location where students are regularly present? If so, does the contract include a provision for criminal background checks?
Will the vendor have access to student’s education records or other personally identifiable information? If so, does the contract include a provision protecting the confidentiality of these records and information?
Does the contract involve medical services? If so, does the contract include a provision protecting the confidentiality of these records in accordance with federal and state laws?
Has the vendor inserted indemnification language in the contract? The District cannot agree to indemnify the contractor. If the vendor includes this language, it must be deleted from the contract.
Has the vendor inserted binding, mandatory arbitration. If this language is included in the contract, it must be deleted.
Has the vendor included contract language requiring any disputes to be litigated in another city and/or state? The contract must be governed by the laws of Texas. Venue must be in Dallas County, Texas.
Are all Exhibits included?
If you are using the Professional Services Agreement, the following exhibits are applicable:
Exhibit A: Have you identified the what, when, and where for the services to be provided? Have you included the resume and/or company brochure for the vendor providing the services? Have you included the criminal background check if the vendor will work with or will perform the contracted services on school property or at another location where students are regularly present?
Exhibit B: Are all blanks for the fees charged completed? Remember any travel expenses must be in conformity with Board Policy DEE. The current maximum daily rate a professional services contractor can charge is $600 per day. A Board waiver must be received to exceed this amount.
Exhibit C: Required for all contracts $25,000 or more. The Risk Management Department will need to review and approve the exhibit approval form for the vendor’s insurance prior to submission of the contract to Legal. If the contract is less than $25,000, insurance may still be required depending on the nature of the
contracted services. One example is a contract for medical services. Questions about insurance requirements should be directed to Risk Management.

Exhibit D: For contracts $25,000 and above, the MWBE compliance form will need to be completed by the vendor and approved by the MWBE department prior to submission of the contract to Legal.

Exhibit E: This is a required final page to the standard DISD Professional Services Agreement describing a vendor’s relationship with the District as an independent contractor relationship, as opposed to an employer/employee relationship.