These Chancellor’s Procedures supplement and clarify Section VII. Legal Affairs of the Lone Star College System District Policy Manual (“Policy Manual”) last revised by the Board of Trustees on October 4, 2018—setting out the College’s policies regarding the Office of the General Counsel (“OGC”).

The Policy Manual controls when a conflict arises between it and these Chancellor’s Procedures. These procedures were adopted on November 18, 2021. The notice and comment period for these procedures was open to the public online from October 13, 2021 to November 15, 2021.

VII.A. Contract Review

1. **Scope of Procedures.** The procedures in this Section VII.A. are intended to apply to all College contracts except for employment contracts and contracts for legal services.

2. **Definitions**
   
   a. **Contract** means a written document—including Standard Contracts, Non-Standard Contracts, and Board Contracts—intended to create binding rights and obligations between the College (or one or more of its colleges) and any other person or entity, including but not limited to any amendment, addendum, schedule, renewal, or extension to another contract. For purposes of the Section VII Policy and Chancellor’s Procedures, purchase orders are not contracts.
   
   b. **Standard Contract** means the current version of a form contract pre-approved by OGC with no subsequent modifications, including page additions, except for the appropriate information entered into the empty, designated fields. The language, “Standard Form Approved by Lone Star College Office of the General Counsel” in the footer of the form contract denotes a Standard Contract.
   
   c. **Non-Standard Contract** means any contract that is not a standard contract, including any modified Standard Contract.
   
   d. **Board Contract** means a contract that must be approved by the College’s Board of Trustees under the Policy Manual or applicable law.
   
   e. **Variance** means a requested deviation from these Chancellor’s Procedures or the Office of the General Counsel’s recommended contract provisions.

3. **Does OGC Need to Review this Contract?** To protect the College from legal risk, OGC must review all contracts before execution—regardless of the contract’s value—absent a written variance from the General Counsel. However, unmodified standard contracts with College expenditures less than $50,000 do not require additional OGC review. College employees may download current versions of standard contracts at:

Download the current version each time you use a standard contract; outdated versions are not approved for use without additional OGC review.

Standard contracts totaling $50,000 or more of College expenses and non-standard contracts require specific OGC review regardless of the sum at issue. Some example scenarios are included in the appendix to these procedures. If you are unsure whether a contract requires OGC review, please submit it for OGC review.

4. How to Submit a Contract for OGC Review.

a. Pre-Submission Issues.

i. Before submitting a contract for OGC review, the originating department must review Form VII.1. Contract Review Checklist included in the appendix to these procedures. The originating department is responsible for any failure to verify the criteria therein. The originating department should review all contract provisions and corresponding documents to ensure that all information is accurate, and that the intended business outcome is likely to result. The checklist is for the originating department’s records and should not be sent to OGC.

ii. Before submitting a contract for OGC review, the requestor must (1) acknowledge that the submission contains certifications that may give rise to personal, criminal, and civil penalties under Texas law and; and (2) verify that the requestors and certifier obtained any required procurement approvals from the Purchasing Department.

iii. The College’s Board of Trustees must authorize Board Contracts before the originating department submits the contract for OGC review.

iv. OGC does not negotiate contracts or route them for signature after they have been signed by all parties. If a contract is signed by all parties, OGC may advise the originating department on possible next steps, including contract termination or amendment.

v. OGC does not review contracts if the College is not a party to the contract.

vi. The Chancellor may grant Variances to Section VII.A.(4)(a).

b. Submitting a Contract for OGC Review.

To submit a contract for OGC review, please follow the steps listed in the document entitled “Submitting a Request for Contract Review in ServiceNow.” This document is available on the Employee Intranet at:


5. Privilege. Generally, communications with OGC attorneys are attorney-client privileged. Do not forward communications received from or sent to OGC attorneys.
6. **OGC Contract Review.**

The assigned OGC attorney will review the proposed contract for legal issues and risks. The attorney will either approve the contract or respond to the requester explaining what changes are recommended to the proposed contract. Generally, the initial review may take up to 10 business days. The requester must then ask the other party whether it will agree to the requested changes, independent of the OGC attorney’s email to the requestor.

7. **Variances.** OGC recognizes that the College’s business needs, as determined by the College’s senior leadership, will sometimes require the College to enter into contracts with provisions that vary from the College’s standard contractual terms and conditions, presenting legal risks to the College. If the other party will not agree to the contractual terms and conditions requested by the College, the College (or one or more of its colleges) may not execute that contract unless the Chancellor or the Chancellor’s Cabinet member ultimately responsible for that contract, as appropriate, approves a Variance. The originating department may request a Variance that outlines OGC’s advice regarding the contract’s legal risks. OGC will coordinate Variance review with the appropriate senior leadership.

8. **Execution.** Standard contracts not requiring additional OGC review may be executed by authorized representatives of both parties. In such cases, OGC does not need to see the contract before or after it is executed unless and until a dispute later arises under that contract. The originating department should retain a copy of the contract in its files for reference for at least four years, or as long as otherwise required by law, after the contract term has ended.

For contracts requiring specific OGC review, once the parties have agreed on all terms and conditions, an OGC attorney will affix an approval stamp to the contract, signaling OGC review of the document, for the College’s authorized representative to sign. When possible, the other party should sign the contract before the College representative signs. Once all parties have executed the contract, the originating department should retain a copy in its files and send a copy to OGC and to the other party if it does not already have a copy of the fully executed contract.

For OGC’s purposes, electronic copies of contracts are sufficient. Occasionally, another party will request an original “wet ink” signature on its copy of the contract. OGC will coordinate with the requestor when wet ink signatures are requested.

When a contract authorizes counterpart signatures, the parties’ representatives need not place their signatures on the same signature page of the contract; they may each sign a signature page, and the combined signature pages are the contract’s signature page.

If a contract requires the parties to initial any specific clauses that have been modified or added, both parties’ authorized representatives must initial where indicated for the contract to be fully executed.

9. **Delegation of Contract Authority.** Contracts do not bind the College unless they have been signed by the parties’ authorized representatives. Only individuals with expressly delegated contract authority may sign contracts on the College’s behalf, and no individual
may contractually bind the College (or its colleges) beyond the limit of his or her delegated authority. Contract authority is delegated by policy and by Board action from the Board of Trustees to the Chancellor. The Chancellor may delegate contract authority in any sum within the Chancellor’s authority to one or more College employees and may permit additional sub-delegation of contract authority. Those empowered to sub-delegate contract authority may do so. Individuals who have received delegated contract authority are responsible for their use of that authority.

Delegations of contract authority are not effective unless they are written and filed with OGC. The College's Office of Financial Operations and Facilities maintains a delegations of contract authority list.

The delegator may amend or revoke delegations of contract authority at any time by delivering written notice to OGC. A delegation of contract authority is automatically revoked when the delegator’s or delegee’s College employment is terminated, suspended, or transferred to another position. When a delegation of contract authority is revoked, all sub-delegations of contract authority made under the former (now revoked) delegation are also revoked.

**VII.B. General Matters**

1. **Scope of Procedures.** The procedures in this Section VII.B. are intended to apply to all other legal matters handled by OGC.

2. **Definitions.**
   a. **Legal Opinion** means any formal request for a recommendation or interpretation regarding the application of any legal authority to the College, including the legal advantages and disadvantages of proposed College actions.

3. **Limits on Legal Opinions.** Legal opinion requests should be submitted to OGC. Legal opinions are based on and limited to the specific facts set forth in the request. Do not apply legal opinions to other scenarios irrespective of how similar the scenarios appear to be.

4. **Privilege.** Generally, communications with OGC attorneys are attorney-client privileged. Do not forward communications received from or sent to OGC attorneys.

5. **How to Submit a Policy Manual or Chancellor's Procedures Change for OGC Review.** Changing the Policy Manual or Chancellor’s Procedures is a lengthy process. The originating department must have the Chancellor’s express written permission before requesting that OGC review a Policy Manual or Chancellor’s Procedures change.

**Approved:** 11/18/21

Stephen C. Head
Chancellor
Lone Star College