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<b>Title</b>	<b>Signing Authority Policy</b>
<b>Policy Area</b>	Operations, Finance
<b>Policy Number</b>	E.1.11
<b>See Also</b>	Purchasing Policies (credit card, purchase orders, etc.) Asset Disposal Policy

**Effective Date:** April 1, 2011

**Approval Date:** January 25, 2011

**Applies to:** Board of Governors, Employees

**Approving Body:** Board of Governors

**Supersedes:** OUC Policy Manual Section 25, October 30, 1995;  
Okanagan College Board of Governors June 28, 2005  
November 28, 2007 policy

**Authority:** *College and Institute Act*

The following are responsible for the administration of this policy,

<b>Primary Office</b>	<b>Contact</b>
Office of Vice President, Finance and Administration	Vice President, Finance and Administration

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<b>Policy Statement</b>
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The purpose of this policy is to outline the signing authority and responsibilities for employees who have the authority to sign revenue generating and expenditure contracts/agreements, and other binding documents on behalf of the College.

## Policy Details

### 1. DEFINITION OF AGREEMENT

- 1.1 For the purposes of this policy, an agreement is defined as a document that creates a legally binding commitment, and includes, but is not limited to, revenue generating or expenditure contracts, memorandum of understanding, licences, letters of agreement, letters of intent, purchase agreements, invoices, affiliation agreements, services contracts, and so forth ("Agreement").

### 2. AUTHORITY TO BIND OKANAGAN COLLEGE

- 2.1 Pursuant to the *College and Institute Act*, the Board of Governors (the "Board") has the power to enter into Agreements and can delegate certain powers and duties to employees to execute Agreements that bind the College.
- 2.2 Pursuant to the *College and Institute Act*, Agreements must be signed by two authorized signatories of the College.
- 2.3 Employees of the College are not authorized to sign Agreements unless they have been granted that authority pursuant to this policy, a resolution of the Board or such authority has been delegated.

### 3. INDEMNITIES AND INSURANCE

- 3.1 The granting of indemnities by the College is restricted by legislation. The **Director, Ancillary and Business Services** must be contacted concerning an Agreement that contains an indemnity and insurance prior to it being finalized and signed.
- 3.2 Indemnity means an assurance by one party to another to protect them against or keep free from loss, to repay what has been lost or damaged, to compensate for a loss. Term pertains to liability for loss shifted from one person to another person.

### 4. RESPONSIBILITIES OF EMPLOYEES

- 4.1 Employees with signing authority, and those persons who have initiated an Agreement through the contract routing process (see vi below), have the following responsibilities:
- (i) They must have read the Agreement and be assured that the College is able to meet its obligations and commitments within the terms of the Agreement and that it is likely the other party(ies) can meet its (their) obligations;
  - (ii) They must be aware of the financial and other benefits which are expected to flow to or from the College as a result of the Agreement;
  - (iii) They must be assured that the Agreement complies with labour legislation, employee collective agreements, tax laws, and other legislative and regulatory requirements;
  - (iv) They have reviewed intellectual property requirements;

- (v) They have sent the indemnity and insurance clause to the Director, Ancillary and Business Services for review;
- (vi) They must be assured that the appropriate approvals have been obtained for the Agreement;
- (vii) **They must route Agreements through the contract routing process using the contract routing form even if the Agreement has no dollar value** (copy of the routing form is attached **Schedule A**). Inquiries regarding the contract routing process or form should be directed to the Office of Director, Ancillary and Business Services;
- (viii) Executive, Leadership Team Members and employees who have been delegated signing authority only have authority to expend funds that are within their approved budget and shall not create or allow a deficit position in their approved budget;
- (ix) All purchases must follow the procedures set out in the purchasing policies; and
- (x) The initiator of the Agreement is responsible to manage the Agreement through its term.

## Procedures

### 5. TRANSACTIONS REQUIRING BOARD APPROVAL

- 5.1 Notwithstanding any authorizations provided in this policy, only the Board of Governors may authorize and approve the following, by specific resolution:
- (i) a commitment wherein the liability or expenditure of Okanagan College, in aggregate, is in **excess of \$2,000,000<sup>1</sup>** or the revenue is in **excess of \$3,500,000**;
  - (ii) a commitment which exposes Okanagan College to an **uncertain and potentially significant liability**;
  - (iii) the sale, purchase, acquisition or disposal of **buildings or land regardless of the value**;
  - (iv) agreement to lease land or buildings for a term that does not end on or before the end of the fiscal year in which the College entered into the lease or agreement;
  - (v) a commitment which is **precedent setting or involves sensitive issues** as determined by the Board or the President;
  - (vi) a commitment which, under the *College and Institute Act* **requires the prior approval of a Minister(s) of the Government**; or
  - (vii) an Agreement which a member of the **Board requests be brought before the Board for approval**.

<sup>1</sup> All dollar amounts are excluding taxes

## **6. SIGNING AUTHORITY**

### **A. Contract Routing**

- 6.1 All Agreements (except as noted below) must be sent through the contract routing process using the contract routing form. Contract Routing Form attached as **Schedule A**.
- 6.2 If the Agreement is a **standard form template that has been previously reviewed and approved** through the contract routing process **or is a renewal of a licence agreement**:
- a) contract routing is not required;
  - b) one of the two signatures must be a member of Leadership Team having responsibility for that area of operations; and
  - c) a copy of the final signed Agreement must be filed with the Contract Registry.

### **B. Sub-delegation of Signing Authority**

- 6.3 Those individuals who have been delegated authority by the Board, as set out in **Schedules C and E**, may sub-delegate that authority.
- 6.4 The person that has been delegated signing authority from the Board will remain ultimately responsible for any Agreement executed by his/her delegate even though he/she has sub-delegated that power to another position.
- 6.5 Sub-delegation must be to a position, as opposed to an identified person.
- 6.6 The sub-delegation can only be made to a position filled by an **employee** of the College who has the expertise to use the sub-delegated authority appropriately and knowledgeably.
- 6.7 The terms of this policy also apply to the person receiving the sub-delegated authority.
- 6.8 The position that receives the sub-delegation cannot further delegate the signing authority.
- 6.9 The sub-delegation must be in writing in the form attached as **Schedule B** and must be approved by the appropriate Vice President or the President. A copy must be sent to Financial Services.
- 6.10 Any individual who is in an acting position shall have the same signing authority as the person on whose behalf he/she is acting. Sub-delegation form is not required for short-term acting appointments to cover a vacation or short absence. Notice of the acting appointment must be posted on the Microsoft Outlook Leadership Team Out-of-Office Calendar.

6.11 Sub-delegations will expire at fiscal year-end and must be renewed each year if required.

**C. Expenditure Agreements**

6.12 Subject to s.5.1, the positions in the Signing Matrix in **Schedule C** are authorized to sign on behalf of the College any expenditure Agreements and commitments relating to the general operation, development and expansion of the College.

6.13 Such Agreements must be consistent with the approved operational plan and funds must be available within the approved annual budget.

6.14 Any exceptions to the delegation in the Expenditure Signing Matrix must follow the procedures under Sub-delegation of Signing Authority above.

6.15 For all purchases and procurement activities please also refer to the purchasing policies.

6.16 Service contracts on the College's template agreement must be initiated through Financial Services with a document control number. See **Schedule D** for more details on when to use the College services contract.

6.17 Signing authority for buildings, construction and related consulting is delegated to the Campus Planning and Facilities Management Department, as follows:

	<b>Contract Value</b>	<b>Authority Level</b>	<b>Quoting/Tendering Requirements</b>
1	\$0 to \$9,999	Two Managers' signatures required	Two quotes preferred
2	\$10,000 to \$24,999	Two signatures required, a Manager and the Director	Two quotes preferred
3	\$25,000 to \$49,999	Two signatures required, a Manager and the Director  If the contract is initiated by the Director; the Vice President , Finance must also approve	Two quotes required, three preferred
4	\$50,000 to \$99,999	Two signatures required, the Director and the Vice President, Finance	Two quotes required, three preferred
5	\$100,000 plus	Two signatures required, President or Vice President and Vice President, Finance	Tender required

**D. Revenue Generating Agreements and Other Documents – (MOUs, LOI, Banking Documents, Cheques, Deposits)**

6.18 Subject to s.5.1, the Matrix in **Schedule E** describes the positions that are authorized to sign revenue generating Agreements on behalf of the College.

6.19 Certain other agreements and documents that are not revenue generating are also subject to the signing authority Matrix in **Schedule E** which include, without

limitation, MOUs, letters of intent, practicum agreements, affiliation agreements, non-disclosure agreements, confidentiality agreements and so forth.

- 6.20 Banking documents such as direct deposits, cheques, drafts, money orders and so forth require **two signatures** from the following:

President;  
Vice President, Education;  
Vice President, Finance and Administration;  
Vice President, Students; and  
Director of Financial Services.

- 6.21 Cheques for \$10,000 or more require a third signature from the list above.
- 6.22 The President may sub-delegate additional signing authorities for specific purpose funds (such as the Student Emergency Loan Fund). Such sub-delegation will follow the procedures under Sub-delegation of Signing Authority above.

## **7. SIGNATURE STAMPS AND ELECTRONIC SIGNATURES**

- 7.1 Using rubber signature stamps (or other similar manual stamps) and scanned image signatures are not permitted on documents under this policy.
- 7.2 An electronic signature can be used by that signatory under this policy.
- 7.3 Use of an electronic signature can be sub-delegated to another position. The procedures under Sub-delegation of Signing Authority above must be followed.

## **8. PRESIDENT'S AUTHORITY**

- 8.1 The President may amend the schedules to this policy, without obtaining Board approval, as necessary to address operational needs.

**Schedule A**

**Contract Routing Form attached on the following page.**

This form is also available on My Okanagan; OC Express – Forms; Finance and/or Supply Management



**SIGNING AUTHORITY POLICY  
ROUTING FORM**

**Contracts, Leases, Agreements,  
MOU's, LOI's, & Licenses**

Schedule A  
*Ancillary and Business Services*  
Use **ONLY**

Originator Name: \_\_\_\_\_ Dept/Div: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Name: \_\_\_\_\_

Contract Summary Description: \_\_\_\_\_

Contract Term: \_\_\_\_\_ Total Value of Contract: \_\_\_\_\_

Originator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Originator of the contract is responsible for the implementation of the contract. Originator of contract must:  
a) read the contract; b) understand the contract; c) operationalize the contract; and d) manage the contract during its term.*

Dean / Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

_____	_____
<b>D.G. Peterson, Director, Ancillary and Business Services</b>	Date Reviewed
_____	_____
<b>D. Olson, Director, Legal Services</b>	Date Reviewed
_____	_____
<b>R. Eby, VP Finance and Administration</b>	Date Signed
_____	_____
<b>S. Koehle, VP - Students or A. Hay, VP, Education</b>	Date Signed
<b>Approval For Software Licensing Agreements Only</b>	
_____	_____
<b>Dave Harris, Director, IT Services</b>	Date Signed

Once approved return the contract and routing form to the originator who will obtain 3rd party signatures.

Originator to forward to Ancillary and Business Services for inclusion in the Contract Registry. One original copy of the contract, signed by both parties, and the routing form must be attached.



# Signing Authority Sub-Delegation Form

To be submitted to Financial Services for any exceptions to the Revenue or Expenditure Signing Matrices

Portfolio/Division: \_\_\_\_\_ Campus: \_\_\_\_\_

Budget Manager (Leadership Group): \_\_\_\_\_

<b>Fund Codes:</b>	<b>Relevant Organization Codes:</b>	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Authority Delegated to:**

ID: \_\_\_\_\_ Position and Name: \_\_\_\_\_

Term of Authority: Start date: \_\_\_\_\_ End date: \_\_\_\_\_  
(dd-mmm-yy) (fiscal year-end)

Maximum Approval Amount: \$ \_\_\_\_\_

Signature \_\_\_\_\_

*Please specify which Section(s) (by letter) and Line item(s) (by line #) of the Matrices are applicable for this delegation*

<b>Matrix (circle):</b>	<b>Revenue</b>	<b>Expenditure</b>
<b>Section(s):</b>	<b>Line Item(s) &amp; Description:</b>	
_____	# - _____	# - _____
_____	# - _____	# - _____
_____	# - _____	# - _____

**Approval of Delegation**

_____	_____	_____	_____
Budget Manager (Name)	Signature	Date	(dd-mmm-yy)
_____	_____	_____	_____
President/Vice President (Name)	Signature	Date	(dd-mmm-yy)

F	Full Authority	President and Board	Vice President	Dean, Director, Registrar	Associate Dean	Manager, Associate Registrar, Associate Director	Program Administrator	Chair, AACCP Coordinator	Program Coordinators (CS)	Executive/Admin Assistants (reports directly to a Leadership Team member)
FM	Facilities Management									
FS	Food Services									
HR	Human Resources									
LA	Legal Affairs and Policy Development									
AB	Ancillary Services and Business Operations									
RO	Registrar									
IE	International Education									

- All Agreements/Contracts are governed by the Signing Authority Policy
- An individual cannot authorize his/her own expenses
- Any exceptions to the delegations in the matrix must be put in writing and submitted to Finance. Such exceptions must be approved by the appropriate Vice President
- All expenditures over \$75,000 will need final approval by the President or appropriate VP prior to being incurred
- All projects, contracts or services over \$2,000,000 must be approved by the Board of Governors (see Signing Authority Policy E.1.11)
- All contracts must have two signatures. The second signature must come from a level above the lowest approved signatory.

**A. Personnel**

1	First Aid Certification Payments	F	F	F	-	-	-	-	-
2	Invisitors	F	F	F	F	F	F	-	-
3	Leave Request	F	F	F	F	F	-	-	-
4	Leaves - Extended Study/Deferred Salary Leaves	F	-	-	-	-	-	-	-
5	Overtime - BCGEU Instructional	F	F	F	F	-	-	-	-
6	Overtime - Support Staff	F	F	F	F	F	-	-	-
7	Position Posting - continuing	F	F	F	-	-	-	-	-
8	Position Posting - non-continuing	F	F	F	F	-	-	-	-
9	Recruitment Advertising	F	F	HR	-	-	-	-	-
10	Relocation Costs	F	F	HR	-	-	-	-	-
11	Retirement paid leave (Exempt staff only)	F	-	-	-	-	-	-	-
12	Retirement/Resignation Pay outs	F	F	HR	-	-	-	-	-
13	Staffing Forms								
	- Appointment Forms - continuing	F	F	F	-	-	-	-	-
	- Appointment Forms - non-continuing	F	F	F	F	-	-	-	-
	- Auxiliary Appointments	F	F	F	F	-	-	-	-
	- Faculty Overload	F	F	F	-	-	-	-	-
	- Continuing Education Instructor Contract	F	F	F	F	F	F (\$1,000)	-	-
	- Distance Education Instructor Contract (CE)	F	F	F	F	F	F (\$1,000)	-	-
14	Stipends/unusual/unscheduled Salary changes	F	F	-	-	-	-	-	-
15	Timesheets	F	F	F	F	F	F	-	-

**Other Expenditures**

**B. Supplies and Services**

1	Advertising	F	F	F	F	-	-	-	-
2	Computer Software in consultation with IT	F	F	F	F	F	F (\$1000)	-	F (\$500) F (\$1000)
3	Computer Supplies in consultation with IT	F	F	F	F	F	F (\$1000)	-	F (\$500) F (\$1000)
4	Credit Cards								
	- Credit Card Statements	F	F	F	F	-	-	-	-
	- Petro Canada Gas Card Bills	F	F	F	F	F	-	-	-
5	- Procurement Card Statements	F	F	F	F	F	-	-	-
6	Homestay (approval of payment)	F	F	F	-	-	-	-	-
7	Honoraria (see Honoraria Form)	F	F	F	F	F	F	F	-
8	Honorarias - Board (Payroll)	F	F	-	-	-	-	-	-
9	Hospitality (see Hospitality Policy for details)	F	F	F	F	F	-	-	-
10	Inventory - Bookstore	F	F	F	F	F	F	-	-
11	Legal Fees	F	F	LA	-	-	-	-	-
12	Library Acquisitions	F	F	F	-	-	-	-	-
13	Memberships (associations, professional body)	F	F	F	F	F	-	-	-
14	Office/Stationery Supplies	F	F	F	F	F	-	-	F
15	Payment Authorization - Invoice (other than PO or Service Contract)	F	F	F	F	F	-	F (\$1,000)	-
16	Phones								
	- Phones - Cellular - acquisition	F	F	F	-	-	-	-	-
	- Phones - Cellular - costs usage (See Cell Phone/PDA Use Policy)	F	F	F	-	-	-	-	-
	- Phones - Desktop - long distance	F	F	F	F	-	-	-	-
17	Rental (ie equipment) < 12 months	F	F	F	F	-	-	-	-
18	Rental (ie equipment) > 12 months	F	F	-	-	-	-	-	-
19	Repairs & Maintenance (work order approval)	F	F	F	F	F	-	F	-
20	Service Contracts (1) - general operations (internal template)	F	F	F	F	-	-	-	-
21	Service Contracts (1) - professional & consulting (internal template)	F	F	-	-	-	-	-	-
22	International Agency Agreements	F	F	IE	-	-	F	-	-
23	Supply Requisition	F	F	F	F	F (\$10,000)	F (\$1000)	F (\$10,000)	F (\$500) F (\$1000)
24	Telecommunications invoices (ie Telus, Allstream)	F	F	F	F	F	-	-	-
25	Utility Payments	F	F	FM	-	-	-	-	-

**C. Travel**

1	Field Trip Approval and Payment	F	F	F	F	-	-	-	-
2	Fleet Vehicle Usage	F	F	F	F	F	-	-	-
3	Meal Expenses	F	F	F	F	F	-	-	-
4	Mileage Logs (within OC region)	F	F	F	F	F	-	-	-
5	Study Tours	F	F	F	-	-	-	-	-
6	Travel Approval/Advance/Expense								
	-Travel (Canada and US)	F	F	F	F	-	-	-	-
	-Travel (in BC, outside of OC region)	F	F	F	F	F	-	-	-
	-Travel (International, Excluding US)	F	F	-	-	-	-	-	-

**D. Capital Expenditures**

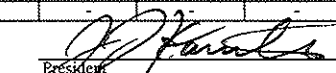
1	Buildings & Construction (see chart in policy)	F	F	FM	-	-	-	-	-
2	Disposal of Fixed Asset	F	F	AB	-	-	-	-	-
3	Equipment Purchase	F	F	F	-	-	-	-	-
4	Lease - Purchase (to own)	F	F	-	-	-	-	-	-
5	Lease - Space	F	F	-	-	-	-	-	-

**E. Special Authority**

1	Grant in Aid Requests (2) (Grant only)	F	F	-	-	-	-	-	-
2	Professional Development (3)	F	F	F	F	F	-	-	-
3	Student Tuition Adjustments - Academic	F	F	RO	-	-	-	-	-
4	Student Tuition Refunds - Revenue Generating								
	- Academic Summer Session, Distance Ed, Trades (CE), ESL	F	F	F	F	-	-	-	-
	- Continuing Studies	F	F	F	F	-	-	-	-
5	Tuition Waivers - Academic	F	F	RO	-	-	-	-	-
6	Tuition Waivers - Revenue Generating								
	- Academic Summer Session, Distance Ed, Trades (CE)	F	F	F	F	-	-	-	-
	- Continuing Studies	F	F	F	F	-	-	-	-

**Footnotes:**

- All service contracts must be initiated through Financial Services.
- Grant in Aid Requests can only be approved by the GIA Chair
- Must also be approved by appropriate PD Committee
- Cell Phone statements must be signed off by the supervisor as per Cell Phone Policy

  
 President  
 MAR - 2 2011

The use of electronic signature is confined to the following applications:

- The electronic approval of leave request through the online leave request system (ELMS)
- The electronic approval of building construction and operations expense through the online purchase requisitioning system (WebReq)
- Email approval for the following transactions:
  - The approval of salary transfers from one account to another;
  - The approval of timesheet hours if physical signature cannot be obtained (note: signature on the original timesheet is still preferred);
  - Approval of vendor invoices with account coding assignment.

Note: All email approvals must either contain an attachment of the document being approved, or specific details outlining what is being approved.

Date [Fiscal year ending March 31, 2012]

**Service Contracts**

**Financial Services will determine whether the relationship is an employment or contractor relationship.**

**Service contracts on the College's template agreement must be initiated through Financial Services with a document control number.**

It is very important to distinguish the difference between an employee and a contractor when hiring an individual (or proprietor) to perform services for Okanagan College. There are some specific questions that need to be asked, not only about the type of work being done, but also about the way it is being done. Service contracts are used for services such as ongoing maintenance contracts, curriculum development, specialized consulting fees or one-time seminar speakers.

If the service being provided is instructional and a service contract has been requested, it is important to determine how or if this might differ from an employee contract. In most cases instructional services are treated as employment contracts, as this contributes to Okanagan College's core business of providing education. Other important questions to ask are:

1. What services will the person be providing?
2. How much control does Okanagan College have over the work?
3. Who assigns the work and determines deadlines etc?
4. If instructional, who designed the course material?
5. Who sets the performance standards?
6. Who controls the timeline and hours when the work is performed?
7. Is Okanagan College providing materials, tools or equipment?
8. How is the compensation determined?
9. Is the service being provided part of Okanagan College's core business?

**OKANAGAN COLLEGE**  
**Signing Authority Matrix for**  
**Revenue Generating and Other Agreements**

Schedule E

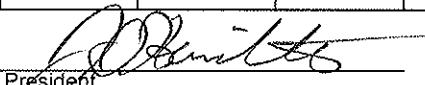
<b>F</b>	<b>Full Authority</b>	<b>President</b>	<b>Vice President</b>	<b>Dean/Director/ Registrar</b>	<b>Associate Dean</b>	<b>Managers, Associate Registrar, Associate</b>	<b>Program Administrator</b>	<b>Chair, AACF Coordinator</b>
<b>AB</b>	<b>Ancillary Services and Business Operations</b>							
<b>FS</b>	<b>Food Services</b>							
<b>AD</b>	<b>Advancement and Alumni</b>							
<b>FM</b>	<b>Facilities Management</b>							

- 1 All agreements/contracts are governed by the Signing Authority Policy (E.1.11)
- 2 All agreements require two signatures. The second signature must come from a level above the lowest approved signatory
- 3 An individual cannot authorize his/her own projects
- 4 All International Contracts must be co-signed by Director, International Education
- 5 All revenue projects, contracts or services over \$3,500,000 must be approved by the Board of Governors

		Over \$1,000,000	Up to \$1,000,000	Up to \$500,000	Up to \$100,000	Up to \$10,000	Up to \$5,000	Up to \$500
<b>A. Types of Services :</b>								
1	Consulting or Needs Assessment	F	F	F	F	F	F	-
2	Curriculum Development - Contract	F	F	F	F	F	F	-
3	Curriculum Delivery - contract training	F	F	F	F	F	F	-
4	Facilitation Services - Conferences & events etc	F	F	F	F	F	-	-
5	Facilitation Services - Facility Rentals	F	F	FM	-	-	-	-
6	Information Technology	F	F	F	-	-	-	-
7	Printing Services	F	F	AB	AB	AB	-	-
8	Task Competency (Industry Testing)	F	F	F	F	F	-	-
<b>B. Types of Sales:</b>								
1	Food Services	F	F	F	F	FS	-	-
2	Sale of Curriculum / Module	F	F	-	-	-	-	-
3	Sale of Fixed Assets (see Asset Management Policy)	F	F	AB	-	-	-	-
4	Sale of Inventory/Supplies/Materials or Non Fixed Assets (1)	F	F	F	F	F	F (\$500)	F (\$500)*
<b>C. Other Agreements/Contracts</b>								
1	Capital Equipment Donation	F	F	F	F	-	-	-
2	Charitable Donation Receipts	F	F	AD	-	-	-	-
3	Information/Curriculum Sharing (2)	F	F	F	-	-	-	F
4	Joint Venture Agreements	F	F	-	-	-	-	-
5	Leasing Agreements	F	F	-	-	-	-	-
6	Memorandum of Understanding (MOU)	F	F	F (Approved Templates)	-	-	-	-
7	Non-Disclosure and Confidentiality Agreements	F	F	F	-	-	-	-
8	Partnership Agreements	F	F	F (Approved Templates)	-	-	-	-
9	Practicum Agreements	F	F	F	F	F	F (Approved Templates)	-

**Footnotes:**

- (1) Use internal invoice available on My Okanagan
  - (2) Within the constraints of the Collective Agreement language
- \*Applicable to Trades only

  
 President  
 February 3, 2011  
 Date [Fiscal year ending March 31, 2012]