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**Fundraising Agreement(For Product Sales)**

------Cover and Signature Page-----

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| **FUNDRAISER COMPANY** *(insert name*  *and address)*: | **DISTRICT:**  **JEFFERSON COUNTY SCHOOL DISTRICT R-1**  1829 Denver West Dr., Bldg 27  Golden, CO 80401  **On behalf and for this District School** *(type name of school)***:**  *Legal Notices to be sent to the school address.*  *Legal Notices to be sent to the attention of:*  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **Fundraiser’s Contract Form Attached:**  **Check if Yes ☐** | **AGREEMENT END DATE** *(check as applicable)*:  June 30 of the current Fiscal Year.  When the Activities are complete and the Goods have been  received and paid for in accordance with the terms of this Agreement.  On *(insert date when this Agreement is expected to be completed)*  Click or tap to enter a date. |
| **FUNDRAISING BEGIN DATE:**  ***(****If different from the Effective Date. None if blank)*  *A date on or* ***after*** *the Effective Date*  Click or tap to enter a date. | **FUNDRAISING END DATE:**  ***(****If different from Agreement End Date. None if blank.)*  *A date on or* ***before*** *the Agreement End Date*  Click or tap to enter a date. |
| **PRICING AND COSTS** *(if any)***:**  **$** Click or tap here to enter text. | **DESCRIPTION OF FUNDRAISING ACTIVITIES:**  Click or tap here to enter text. |

**Signatures**

The Parties agree to the terms and conditions set forth herein with their respective signatures below. Individuals signing on behalf of each party represent and warrant that they are authorized to execute this Agreement on behalf of the Party for which they are signing.

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| **FUNDRAISER** *(type name)*:  Click or tap here to enter text.  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *Signature*  By: Click or tap here to enter text.  *Insert Name and Title of Person Signing for Fundraiser*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_  *Date of Fundraiser Representative Signature* | **DISTRICT:**  **Jefferson County School District R-1**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  *Signature*  By: Click or tap here to enter text.  *Insert Name and Title of Person Signing*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_  *Date of District Representative Signature* |

**EFFECTIVE DATE: The Effective Date of the Agreement is the date of signature of the last Party to sign.**

The **District** and the **Fundraiser**, both identified on the above **Cover and Signature Page**, are entering into this Fundraising Agreement (the “Agreement”) as of the Effective Date listed on the **Cover and Signature Page**. By signing on the **Cover and Signature Page**, the District and the Fundraiser agree to the terms and conditions of this Agreement.

1. **Purpose and Scope**. The District, for the District as a whole, or on behalf of one or more individual schools within the District, or both, wishes to raise funds to support the District’s and its schools’ mission and student-focused activities, programs and events.
2. **Fundraising Activities.** From the Fundraising Begin Date through the Fundraising End Date, as set forth on the **Cover and Signature Page**, or during the term of this Agreement, if no Fundraising Begin and End Dates are indicated, the District will order or buy the goods, items or products (“Goods”) described below for sale to students, parents, community members, and other persons in order to raise funds, OR the District will facilitate the sale of Goods to parents, teachers, students, school associations, schools, and other members of the District community (“Supporters”). The sale of Goods to the District or Supporters and all fundraising services and activities described in this Agreement are referred to as “Activities.”
   1. If the box next to *“Fundraiser’s Contract Form Attached”* on the **Cover and Signature Page** is checked, then the Fundraiser’s form of contract, quote, price schedule, or other agreement describing the Goods, Activities and prices (the “Fundraiser’s Contract”) is to be attached to this Agreement and, when attached, incorporated herein**.** The main body of this Agreement shall govern and prevail in the event of any conflict or inconsistency between the main body of this Agreement and the Fundraiser’s Contract. Any provision in the Fundraiser’s Contract seeking to limit or disclaim the Fundraiser’s liability shall not apply to this Agreement.
   2. The Goods are: Click or tap here to enter text.
   3. The specific terms of the Activities are:
      1. As specified in the Fundraiser’s Contract.
      2. As here described:

The District’s obligations are as follows:

The Fundraiser shall coordinate all Activities through the following school contact person and in the following manner:

1. **Pricing and Costs.** Costs per Good, Fundraiser compensation, or other pricing shall be as follows:
   1. As specified in the Fundraiser’s Contract.
   2. As here described:
2. **Agreement Begin/End.** This Agreement is in effect from the Effective Date through and including the date specified as the Agreement End Date on the **Cover and Signature Page**.
3. **Goods.** Delivery and quality of the Goods shall be as specified in this Agreement. The provisions and remedies of Article 2 of the Uniform Commercial Code as enacted and amended from time to time in Colorado shall apply. The Goods meet all warranties for fitness for a particular purpose. In addition to all other remedies and indemnification agreements contained herein, the Fundraiser shall be liable and responsible for all product liability claims. If the Fundraiser collects payment from Supporters, the Fundraiser shall comply with all laws governing on-line privacy, financial, personal, and student data security, and on-line payment systems.
4. **Insurance.**
   1. ***Requirement to Maintain Insurance****.* Fundraiser shall maintain at all times, while the Agreement is in effect, including during any warranty period, policies of insurance with the applicable coverages described below. Fundraiser shall continuously maintain all policies to cover all liability, claims, demands, and other obligations of the Fundraiser under the Agreement. In case of any “Claims Made” policy, the Fundraiser shall maintain or purchase the necessary retroactive dates and extended reporting periods to maintain such continuous coverage. Extended reporting period durations for such “Claims Made” coverage shall be carried for a period of no less than 2 years after the termination or expiration of the Agreement, or as the District may specify in writing. *Subrogation Waiver*. All policies shall contain waivers of subrogation in favor of the District as required in any solicitation document, the statement or scope of work, or as specifically required by the District in an amendment or supplement to the Agreement. *Carrier Requirements.* All insurance carriers shall have an AM Best rating of A-VIII or better, or otherwise be approved by the District in writing. *Certificates of Insurance.* The Fundraiser shall submit certificates of insurance, evidencing that the insurance required herein is in effect, as follows: (i) no later than 10 calendar days after the Effective Date; and (ii) no later than 10 calendar days after the effective date of each insurance policy renewal date; and (iii) whenever the District requests. The District’s receipt, review or acceptance of any insurance policies or certificates of insurance shall not be construed as a waiver or relieve the Fundraiser from its obligation to meet the insurance requirements. *Modification.* Any modification, variance, or waiver of these requirements is only valid if such modification, variance, or waiver is in writing and approved by the District in advance of the modification, variance, or waiver. *Subcontractor Insurance Requirements.* The Fundraiser shall require all of its agents and subcontractors to also comply with these insurance requirements. *Deductibles.* The Fundraiser shall assume all financial responsibility deductibles and self-insured retentions that may be contained in any insurance policy.
   2. ***Required Coverage***.Fundraiser shall maintain coverage at the following minimum coverage limits:
      1. Commercial General Liability insurance with limits of $2,000,000 per occurrence/$2,000,000 aggregate. The policy shall be primary insurance, and any insurance the District, its officers, board members, or employees carry or are provided through any insurance pool shall be excess and not contributory insurance to that provided by the Fundraiser. The policy shall include the District, its officers, board members, and employees as additional insured. The policy shall contain a waiver of subrogation in favor of the District.
      2. Professional Liability insurance with limits of $2,000,000 per claim and aggregate. In case of any “Claims Made” policy, the Fundraiser shall maintain or purchase continuous coverage for an extended reporting period of no less than 2 years after the termination or expiration of the Agreement.
      3. Statutory Workers’ Compensation coverage and Employer’s Liability insurance with limits of not less than $100,000 per accident, $100,000 disease each employee, and $500,000 accident/disease policy limit, including occupational disease provisions for all employees per statutory requirements. The Fundraiser shall also require each subcontractor the Fundraiser engages to carry out the Activities to furnish workers’ compensation insurance, including occupational disease provisions for all of the subcontractors’ employees, and to the extent not furnished, the Fundraiser accepts full liability and responsibility for Subcontractors’ employee Workers’ Compensation benefits.
   3. ***Additional Coverage****.* The Fundraiser shall maintain the following additional coverage where the box is checked.
      1. Comprehensive Auto Liability insurance, including hired and non-owned auto, and including coverage for all power mobile equipment used by the Fundraiser on District property, with limits of $2,000,000, per occurrence combined single limit. The policy shall be primary insurance, and any insurance the District, its officers, board members, or employees carry or are provided through any insurance pool shall be excess and not contributory insurance to that provided by the Fundraiser. The policy shall include the District, its officers, board members, and employees as additional insured.
      2. Cybersecurity Technology Errors and Omissions/Professional Liability insurance, including Network Security and Privacy Liability Insurance acceptable to District, providing coverage against technological failure, cyber theft, network liability, liability arising from computer virus, and related risks and damage.
5. **Confidentiality.** The Fundraiser shall use and maintain any information data, record, specification, software code, ideas, documents, District Data, as defined in the section titled “*District Specific Terms-District Data*” (if any), or other material, in any form and on any media, including but not limited, to any such information that may belong to or affect third persons not a Party, which the Fund Raiser receives from the District (“District Information”) for the sole and exclusive benefit of the District, only as necessary to perform under the Agreement, and only in compliance with all applicable laws. The Fundraiser shall not use District Information for its own benefit, or publish, copy, or otherwise disclose District Information to any person not a Party, except as the District may permit in writing before such use or third party disclosure. The Fundraiser shall not use the District’s name or logos except as the District expressly permits in writing before any such use. The Fundraiser shall not violate the intellectual property or confidentiality and privacy of information rights of third parties. The Fundraiser shall require its employees, agents and subcontractors to comply with this paragraph.
6. **Representations and Warranties.** The Fundraiser represents and warrants that the Fundraiser: (i) is competent, capable, qualified, and legally permitted to perform the Activities; and (ii) maintains the licensing, certificates, and other credentials required by law and by the District to perform the Activities; and (iii) has full authority under applicable law to execute and deliver the Agreement and has the authority to perform all of the obligations under the Agreement; and (iv) any statement, representation, or information that the Fundraiser has submitted to the District before the Effective Date and in connection with the Agreement and the Activities, and on which the District has relied in the award of the Agreement, was true and correct when made.
7. **Termination, Default, and Remedies.**
   1. ***No Default*.** The District may terminate the Agreement at any time, if the District determines that termination is in its best interest. If the District elects to terminate under this provision, the District will send written notice to the Fundraiser. The notice shall include the date, no less than 10 calendar days after the Fundraiser receives the notice, when termination will become effective. The District will not pay for lost profits.
   2. ***District Safety, Security, and Public Interest****.* If the District in its sole discretion determines that the safety, security, or public interest of the District and its students, teachers, employees, officers, members of its governing board, agents, visitors, or the public are at risk, the District may terminate this Agreement or any part of the Agreement immediately or with notice, as the District determines in its sole discretion. Instead of or in addition to termination, the District may remove or demand immediate removal of the Fundraiser, Fundraiser’s material, or any of the Fundraiser’s employees, agents, subcontractors, or subcontractors’ agents or employees. The District may pay to the Fundraiser all sums earned up to termination under this subsection. The District will not pay for lost profits.
   3. ***Default by Fundraiser and Remedies***. If the Fundraiser defaults under this Agreement, and the Fundraiser does not cure the default after receiving notice as described in the subsection immediately below labeled “*Notice of Default*,” the District has the option, but not the duty, to take any of these actions: (i) terminate the agreement; (ii) suspend services; (iii) withhold or deny payment; (iv) buy services elsewhere as cover, to finish the Activities as the District requires; (v) buy insurance coverage, if possible or available, if the Fundraiser fails to comply with any requirement to provide insurance coverage; (vi) remove or demand immediate removal of Fundraiser or any of the Fundraiser’s employees, agents, subcontractors, or subcontractors’ agents or employees, if the District decides in its sole discretion that removal is necessary to preserve the safety and security of the District or any of its students, school visitors, school community, employees, board members, officers, agents, or the public; or (vi) any other remedy available to the District by law.
   4. ***Notice of Default****.* When there is an event of default and the District to exercise its remedies and rights, the District will give notice to the Fundraiser. The notice will state the nature of the event of default, what actions the Fundraiser needs to take to cure the default, the dates when the Fundraiser has to complete the cure, and the action the District intends to take if the Fundraiser does not cure. The District need not give prior notice of default if the District determines in its sole discretion that the nature of the default or other occurrence is an immediate threat or danger to the District or District Constituents. In that case, the District will inform the Fundraiser of any remedies the District has taken within 30 calendar days after the District has taken such action.
   5. ***Obligations at Termination****.* When the Agreement terminates for any reason, the Fundraiser shall: (i) protect and preserve the District’s property in the Fundraiser’s possession; (ii) deliver to the District or destroy all District Information and District Data in the Fundraiser’s possession in accordance with the provisions in the section titled “District Specific Terms,” subsection titled “Confidentiality of Information and Data Protection,” below, and (ii) deliver to the District all completed Work Product and all Work Product that was in the process of completion, if any. “Work Product” means work product that the Fundraiser produced or created specifically and exclusively for the District in performing the Activities and all work based on, derived from, or incorporating the Work Product.
8. **General Contract Terms.**
   1. ***Assignment*.** The Fundraiser may assign or subcontract its rights and obligations hereunder only with the express prior written consent of the District
   2. ***Binding Effect****.* This Agreement shall be binding upon the parties and their respective successors and assigns.
   3. ***Captions and References****.* The captions and headings are for reference only and shall not define or limit its provisions.
   4. ***Compliance with Laws***. The Fundraiser shall comply with all laws that govern or in the future will govern the Agreement and the Fundraiser’s performance thereunder.
   5. ***Counterparts***. The Agreement, and any amendments, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of executing the Agreement, facsimile or scanned signatures shall be as valid as the original.
   6. ***Conflict of Interest***. The Fundraiser hereby acknowledges that it (i) has no personal or financial interest in the Agreement (other than any payment or fee to be earned thereunder); (ii) shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance under the Agreement; and (iii) does not and will not employ or engage any person with a personal or financial interest in the project requiring the Services under the Agreement**.**
   7. ***Entire Understanding***. The Agreement represents the complete integration of all understandings between the parties related to the Services and the subject matter of this Agreement.
   8. ***Governing Law, Jurisdiction and Venue****.* The Agreement is made in and shall be governed by the laws of the State of Colorado. A party shall bring any action to enforce its rights hereunder in a court of competent jurisdiction in Jefferson County, Colorado. All references to Law refers to the Law as in effect on the Effective Date. Any changes to Law after the Effective Date is hereby incorporated into the Agreement.
   9. ***Independent Contractor***. The Fundraiser is an independent contractor and NOT an employee of the District. Employees and Subcontractors of the Fundraiser are NOT employees of the District. The Fundraiser shall perform all Services using independent judgment and expertise as an independent contractor. The District does not require the Fundraiser to work exclusively for the District. The Fundraiser shall deliver the Services in accordance with the plans and specifications set forth herein, and the District does not oversee the Fundraiser’s actual work or instruct the Fundraiser as to how the Fundraiser performs the Services. This Agreement may be terminated only in accordance with the terms of this Agreement. The District does not provide training (other than minimal), tools or benefits to the Fundraiser, except that the District may supply materials and equipment as specified herein. Payment under the Agreement is in accordance with the contract rate or price set forth herein, and shall not be in the form of a salary or hourly wage. The District does not dictate the time of performance, except to the extent a completion schedule or work hours are established in this Agreement. The District will make payments to the Fundraiser in its trade or business name. The District does not combine business operations in any way with the Fundraiser’s business but maintains District operations separate and distinct from the Fundraiser’s operations. Neither party is or shall be construed to be, a partner or in joint venture with the other party. Neither the Fundraiser nor any agent, employees, Subcontractor, or Subcontractor’s agent or employee has any authority, express or implied, to bind the District to any agreement or incur any liability attributable to the District. **Fundraiser acknowledges that it is not entitled to Unemployment Compensation or Workers' Compensation benefits (unless coverage is provided by the Fundraiser or other entity) and that Fundraiser is obligated to pay federal and state income tax on any moneys earned from the District pursuant to the Agreement.** The District is not obligated to and will not pay federal, state, or local payroll taxes or make any payroll tax withholdings from payments made to the Fundraiser, if any. The District will comply with all applicable tax reporting laws.
   10. ***Limitation of Liability – No Effect on Insurance Coverage***. Any provision in the Agreement, an Agreement Document or a Vendor Agreement limiting the Fundraiser’s liability (if any) shall not affect or decrease any insurance coverage or coverage limits otherwise available. Any provision in a Vendor Agreement seeking to limit or disclaim the Fundraiser’s liability shall not apply to this Agreement. The provisions of this subsection survive the termination of the Agreement**.**
   11. ***Modification*.** The Agreement can only be modified in writing executed by both parties or as otherwise provided in the Agreement.
   12. ***Notices.***All notices required under the Agreement shall be in writing and shall be effective (i) upon personal delivery, or (ii) 3 calendar days after mailing when deposited in the United States first-class mail, postage prepaid, or (iii) when delivered, as such delivery is evidenced by a mailing tracking number, if mailed with an overnight or other tracked service (such as USPS Priority or ESPS Express, FedEx, or UPS), or (iv) when sent by electronic mail, or (v) when transmission is confirmed by facsimile. Notices shall be sent to the Parties’ respective addresses on the Cover and Signature page. Notice by paper letter mail or personal delivery shall be effective at all times. Notice by email or facsimile shall be effective only if the parties agree and designate in writing email addresses or facsimile numbers for that purpose. Each party may change their respective notice address and other information without amending this Agreement by sending a notice to the other party, designating the new notice address and information.
   13. ***Notification of Legal Process***. In the event the Fundraiser becomes subject to legal process (e.g. without limitation, subpoenas, interrogatories, or pleadings) that relates to the Agreement or the Fundraiser’s performance under the Agreement or compels or will compel the Fundraiser to disclose District Information, the Fundraiser shall notify the District in writing within 7 calendar days after it receives such legal process. The notice shall include sufficient information for the District to take timely legal action to prevent disclosure and protect District Information (such as motions to quash) the District may choose to take in its sole discretion. The provisions of this subsection survive the termination of the Agreement.
   14. ***No Third-Party Beneficiaries***. This Agreement does not give any rights or benefits to anyone other the parties.
   15. ***Records and Audits***. The Fundraiser shall maintain complete and accurate records of all charges incurred by the District under the Agreement, in accordance with generally accepted accounting principles, for a period of 36 months from the date of termination of the Agreement. The District shall have the right to inspect the Fundraiser’s records upon reasonable notice, and to retain copies thereof.
   16. ***Rights in and Use of Work Product****.* The Fundraiser assigns to the District, and its successors and assigns, the entire right, title and interest in the Work Product.
   17. ***Severability.*** If any provision of the Agreement is ruled to be invalid or illegal, such ruling shall have no effect upon the remaining provisions, which shall be considered legally binding and given full effect.
   18. ***Subcontract****s*. The Fundraiser shall, upon the District’s request, provide (i) a list of all Subcontractors and (ii) a copy of each contract related to the performance under the Agreement with each such Subcontractor. All subcontracts entered into by the Fundraiser in connection with the Agreement shall comply with all applicable Laws, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of the Agreement**.**
   19. ***Survival of Certain Agreement Terms****.* Any provision of the Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and is enforceable by the other party.
   20. ***Waiver****.* A party’s failure to assert any rights or remedies, or a party’s waiver of its rights or remedies by a course of dealing or otherwise, shall not be deemed to be a waiver of any other right or remedy under the Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived their other rights or remedies.
9. **District Specific Terms.**
   1. ***Availability of Funds and Constitutional Limitations on Debt*.** Financial obligations of the District payable after the current Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The District may also be relying on state or federal funding to satisfy its payment obligations under the Agreement. The District’s payment obligations under the Agreement are subject to and conditioned upon the continuing availability of all funding for the purposes set forth in the Agreement. In the event funds are not appropriated, budgeted or otherwise made available, the District may terminate the Agreement as of the last day of the period for which funds were appropriated or monies made available for such purposes. All payments of the District under this Agreement constitute currently budgeted expenditures and do not constitute or give rise to a general obligation, indebtedness, or multiple-fiscal year direct or indirect debt or other financial obligation within the meaning of any constitutional or statutory provision or limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the District’s monies. No provision of this Agreement shall be construed to restrict the future issuance of any bonds or obligations of the District payable from any class or source of District moneys.
   2. ***Compliance with Laws and District Policies/Non-Discrimination*.** The Fundraiser shall comply with all applicable Laws. The Fundraiser shall comply with District policies and procedures that apply to performance under the Agreement, as amended from time to time. Specifically, the Fundraiser shall comply with Laws and District policies (1) prohibiting the use or possession of alcohol, tobacco or firearms on District property; (2) related to web access; and (3) prohibiting discrimination, intimidation, or harassment on the basis of ethnicity or race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, genetic information, age, veteran status, or disability.
   3. ***Criminal Record Certification***. Where required by Laws, the Fundraiser shall complete a criminal records check on itself, if an

individual, and any Fundraiser employee, agent, or Subcontractor providing the Services on District property under the Agreement. The Fundraiser, if an individual, and Fundraiser’s employees, Subcontractors, or other agents of the Fundraiser, who have been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, shall not be allowed to work on District property. The Fundraiser shall conduct criminal background checks using the federal Equal Employment Opportunity Commission’s guidance titled “Consideration of arrest and Conviction Records in Employment Decisions under Title 7 of the Civil Rights Act of 1964,” issued 4/25/2012 and as amended from time to time .

* 1. ***District Data***. In the course of performing the Services, the Fundraiser may gain access to District Data, even though the Services do not require it. In this case, the Fundraiser shall comply with the requirements in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and 34 CFR Part 99, concerning the confidentiality and release of student records and data, as reflected in District Policy JRA/JRC; and with the provisions of 20 U.S.C. § 1232h, as reflected in District Policy JLDAC, concerning the need to obtain written consent of the parent prior to subjecting a student to a certain manner of survey, analysis, or evaluation, and concerning the provision of psychological services. The Fundraiser shall comply with the Colorado Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 *et seq.,* as applicable. The Fundraiser acknowledges that under applicable law, regulation and policy, officers, employees, and agents who access the education records and personally identifiable information of District students may use such information only for the purposes of providing Services under the Agreement; that the Fundraiser is prohibited from re-disclosing such information to third parties and shall use reasonable methods to ensure to the greatest extent practicable that such records and data are protected from further disclosure; and that Fundraiser shall destroy any such information when the Agreement is terminated or when the information is no longer needed to provide the Services. “**District Data”** means Personally Identifiable Information (“PII”), Record, Education Record and all PII included therein or derived therefrom that is not intentionally made generally available by the District on public websites or publications but is made available directly or indirectly by the District to Fundraiser or that is otherwise collected or generated by Fundraiser in connection with the performance of the Services. “**PII**” means information and metadata that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family members; (c) the address or phone number of the student or student’s family; (d) personal identifiers such as the student’s state-assigned student identifier, social security number, student number or biometric record; (e) indirect identifiers such as the student’s date of birth, place of birth or mother’s maiden name; and (f) demographic attributes, such as race, socioeconomic information, and gender. “To the extent it is not already included in the definition hereinabove, PII also includes “personal information” as defined in the Colorado Open Records Act, C.R.S. 24-72-101 *et seq*.; personally identifiable information contained in student “education records” as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; “nonpublic personal information” as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, and state- or federal-identification numbers such as driver’s license, passport or visa numbers. “**Record**” means any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche. “**Education Record**” means records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as Fundraiser
  2. ***Governmental Immunity***. No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 *et seq.* C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).
  3. ***Indemnification from Fundraiser***. The Fundraiser shall indemnify, defend, and hold the District, and its employees, agents, and members of the governing board (“Indemnified Persons”) harmless against any and all costs, expenses, claims, actions, damages, liabilities, court awards, and other amounts (including attorney’s fees, court costs, and related costs) (“Claims”) incurred by any of the Indemnified Persons in relation to the Work Product or any act or omission by the Fundraiser, or its employees, agents, Subcontractors, or assignees in connection with the Agreement, the Work Product, or performance thereunder. In the event any Work Product, Materials, or the performance of the Services are covered by or infringe upon any Intellectual Property, the Fundraiser shall indemnify and defend the Indemnified Persons and hold the Indemnified Persons harmless against all Claims resulting from such Intellectual Property based on actual or alleged manufacture, sale or use of Work Product, Services or Materials in violation, infringement or the like of Intellectual Property rights of others. The provisions of this section shall survive the termination of the Agreement.
  4. ***Indemnification by District Void***. Notwithstandinganything to the contrary in the Agreement, an Agreement Document, or a Vendor Agreement, the District shall not indemnify the Fundraiser. Any provision in an Agreement Document or a Vendor Agreement attempting to require that the District indemnify the Fundraiser or any other party is null and void *ab initio*.
  5. ***Open Records Law/CORA***. The Colorado Open Records Act, CRS § 24-72-10 *et seq.*, as amended from time to time, applies to the Agreement, the Fundraiser’s performance, and the records and reports generated, to the extent not prohibited by federal law.
  6. ***Public Contracts for Services****.* Thisprovision is required by C.R.S. §§8-17.5-101 *et seq.* Fundraisercertifies that it shall comply with the provisions of C.R.S. §8-17.5-101 *et seq*. Fundraisershall not knowingly (i) employ or contract with an illegal alien to perform work under the Agreement, (ii) enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under the Agreement, or (iii) enter into a contract with a subcontractor that fails to contain a certification to Fundraiser that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement, Fundraiser also represents and warrants that Fundraiserhas confirmed and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to C.R.S. §8-17.5-102(5)(c). Fundraisershall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. When the Fundraiserhas actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Agreement, the Fundraisershall (i) notify its subcontractor and the District within 3 days and (ii) terminate the subcontract with the subcontractor if the subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice (unless the subcontractor during those 3 days provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien). Fundraiser shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. The District may terminate the Agreementif the Fundraiser does not comply with this provision or the requirements of C.R.S. §§8-17.5-101 *et seq.* C.R.S. §§8-17.5-101 *et seq.,* and the Fundraiser shall be liable for actual and consequential damages to the District.
  7. ***Public Contracts with Natural Persons****.* This provision is required by C.R.S. §§24-76.5-101 *et seq.* If Fundraiser is a natural person 18 years of age or older, Fundraiserhereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law; (ii) shall comply with the provisions of C.R.S. §§24-76.5-101 *et seq.*, and (iii) has produced one form of identification required by C.R.S. §24-76.5-103, before the Effective Date.
  8. ***PERA Contributions***. Pursuant to CRS § 24-51-1101(2), if the Fundraiser is a Colorado Public Employees Retirement

Association (PERA) retiree in an individual capacity or is an entity owned or operated by a PERA retiree, the Fundraiser shall inform the District of this status. The District will make any employer PERA contributions and contribution-related disclosures that are required by law. The Fundraiser or the Fundraiser’s employee who is a Colorado PERA retiree will be responsible to pay any working retiree contributions to PERA that are required by Law.

* 1. ***Taxes and Fees***. The District is exempt from the payment of any state, and most municipal, sales and use taxes for materials, supplies, and equipment used in the performance under the Contact, and may be exempt from federal and other taxes. The Fundraiser shall not include any of these taxes in any charges or invoices to the District. The Fundraiser shall pay, at its own expense, all applicable taxes and fees in the execution of the terms of the Agreement, including but not limited to excise tax, federal and state income taxes, payroll and withholding taxes, unemployment taxes, and worker’s compensation payments for its employees, and shall indemnify and hold the District harmless for all claims arising under such taxes and fees.