



# CONTRACT FOR FUNDRAISER EVENTS

FOR USE BY SCHOOLS AND DEPARTMENTS

-----COVER AND SIGNATURE PAGE-----

<p><b>CONTRACTOR: FUNDRAISER COMPANY</b> <i>(Name and Address):</i></p>	<p><b>DISTRICT:</b> <b>JEFFERSON COUNTY SCHOOL DISTRICT R-1</b> 1829 Denver West Dr., Bldg. 27 Golden, CO 80401</p> <p><b>On behalf and for this District school or department</b> <i>(the "School/Dept."):</i></p>
<p><b>EFFECTIVE DATE:</b> This Contract becomes effective of the later date of the Parties' signatures below.</p>	<p><b>CONTRACT END DATE:</b></p> <p><i>If no End Date is specified, the Contract ends as stated in the main body of the Contract.</i></p>
<p><b>FUNDRAISING PAYOUT TERMS:</b> The District will receive fundraising payout according to this formula:</p>	<p><b>FUNDRAISING ACTIVITIES:</b> <i>(Brief description)</i></p>

**Signatures**

For sufficient consideration, the **Contractor** and the **District** (the "**Parties**") are entering into this Contract (the "**Contract**") by signing on the **Cover and Signature Page**. The Contract goes into effect on the date when the last Party signs ("**Effective Date**").

<p><b>CONTRACTOR:</b></p> <p>_____</p> <p><i>Signature</i></p> <p><b>By:</b> _____</p> <p><i>Name of Individual Signing for Contractor</i></p> <p><b>Title:</b> _____</p> <p>_____</p> <p><i>Date of Signature</i></p>	<p><b>DISTRICT:</b></p> <p>_____</p> <p><i>Signature</i></p> <p><b>By:</b> _____</p> <p><i>Name of Principal or other District-Authorized Representative</i></p> <p><b>Title:</b> _____</p> <p>_____</p> <p><i>Date of Signature</i></p>
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## Contractor's Agreement Form Attached.

The Contractor's quote, proposal, or contract form (the "Contractor's Agreement Form") may be attached to this Contract. If attached, it is incorporated and made a part of the Contract subject to the provisions of the first 6 pages.

## Contract Purpose and Performance.

The School/Dept. and the Contractor will engage in activities for the purpose of raising money for the School/Dept. as described in the Contractor Agreement Form and as further described in this section (the "**Activities**") (*complete if no Contractor Agreement Form will be attached or if the one to be attached is missing some or all of the below information*):

Type of Activities:

Activities Begin Date(s):

Activities End Date(s):

Location:

The School/Dept. will Earn Funds as Follows:

If the Contractor collects payment from the School/Dept. or from others on behalf of the School/Dept., the Fundraising Company shall comply with all laws governing privacy; on-line privacy and security; financial, personal, and student data security; and payment systems.

## Contract Begin and End Dates.

This Contract is in effect from the Effective Date through the date specified as the Contract End Date the **Cover and Signature Page**. If no Contract End Date is specified, then the Contract ends when each Party has fully performed their respective obligations under the Contract.

## District versus School/Dept.

The District and the School/Dept. are the same legal entity. The School/Dept. designated on the **Cover and Signature Page** is entering into the Contract for its use and benefit under District authority.

## General Contact Terms and District-Specific Provisions.

### Performance.

1. Standards. The Contractor shall perform all Services in accordance with the highest standards of care, skills, and diligence prevailing in the Contractor's industry, trade, or profession.
2. Materials. The cost of all necessary labor, licenses, materials, supplies, equipment, and other items necessary to complete the Services are part of and not in addition to the Contract price except as specified in this Contract. All materials shall be adequate and appropriate for the Services.
3. W-9. Where required by law and as requested by the District, the Contractor shall provide to the District an up-to-date and truthfully completed IRS form W-9 before beginning performance of the Services. If the District requires this form, the District will not pay invoices until after the Contractor provides a completed IRS form W-9.
4. Building Usage Policy. If the Contractor is using space in a District and the District's policy regarding building use applies, the Contractor shall comply with that policy.
5. No Guarantee of Future Work. The District does not promise additional work other than as described in the Contract.
6. Work Product. The Contractor assigns to the District and its successors and assigns the entire right, title, and interest in the work product that the Contractor generates, produces, or creates specifically and exclusively for the District in performing the Services, and all work based on, derived from, or incorporating the work product, together with the tangible and intangible results of the Services, whether finished or unfinished, including drafts, and EXCEPTING the material that the Contractor developed before the Effective Date and used, without modification, in the performance of the Contract.

### Independent Contractor.

1. The Contractor is an independent contractor and NOT an employee of the District. Employees and contractors of the Contractor who aid in the performance of this Contract are NOT employees of the District.
2. The Contractor shall perform all services using independent judgment and expertise. The Contractor shall deliver performance under the Contract in accordance with the plans and specifications of the Contract, and the District does not oversee the Contractor's actual work or instruct the Contractor as to how the Contractor performs.
3. The District does not require the Contractor to work exclusively for the District.
4. The Contract may be terminated only in accordance with its terms.
5. The District does not provide training, tools, equipment, or supplies to the Contractor. The District does not provide fringe benefits to the Contractor or its employees or contractors.
6. Payment under the Contract is in accordance with the Contract rates and prices and not in the form of a salary or hourly wage. The District will make payments to the Contractor in its trade or business name.
7. The District does not dictate the time of performance, except to the extent the Contract establishes a completion schedule or specific work hours.
8. The District does not combine business operations with the Contractor's business but maintains District operations separate and distinct from the Contractor's operations.
9. Neither Party is, or shall be construed to be, a partner or in joint venture with the other Party.
10. Neither the Contractor nor any of the Contractor's agents, employees, contractors, or subcontractors has any authority, express or implied, to bind the District to any Contract or incur any liability attributable to the District.
11. **The Contractor acknowledges that the District does not provide statutory unemployment compensation or workers' compensation benefits to the Contractor or to the Contractor's employees, contractors, or subcontractors. The Contractor acknowledges that the Contractor is obligated to pay federal and state income tax as required by law on payments that the Contractor receives for performance under the Contract.**
12. The District will not withhold from payments made to the Contractor any federal, state, or local payroll taxes except as law may require, and the District complies with all applicable tax reporting laws.

### Use of District Information.

1. ***Permitted Use of District Information.*** The Contractor shall use and maintain District Information for the sole and exclusive

benefit of the District, only as necessary to perform under the Contract, and only in compliance with applicable laws. “**District Information**” means any and all information, data, records, specification, software code, ideas, documents, data, images, and other material, in any form and on any media, that the Contractor receives from the District, and also includes (1) any such information that may belong to or affect persons not a party to the Contract, and (2) any such information that is de-identified or anonymized so that all personally identifiable information and attributes about such data, have been permanently removed so that no individual identification can be made.

2. **Prohibited Uses of District Information.** The Contractor shall NOT do any of the following, UNLESS required by law or the Contract:
  - i) Use, sell, rent, transfer, distribute, alter, mine, or disclose District Information to any person not a party to the Contract, except to employees, agents, or Contractors as necessary for them to perform under the Contract.
  - ii) Use or publish the District’s name, logos, or reputation.
  - iii) Use District Information to conduct External Research as defined by District Policy IGB/IGB-R.
  - iv) Use District Information for advertising or marketing directed toward or soliciting responses from District students, parents, guardians, employees, officers, or members of the governing board.
3. **Protected Data.** While performing under the Contract, the Contractor may gain access to personally identifiable information (PII), Student-related data, and other information relating to Students and other individuals or entities. The Contractor acknowledges that under law, its officers, employees, agents, and Subcontractors who access the education records and PII of District Students may use such information only for the purpose of performing under the Contract; that the Contractor is prohibited from re-disclosing such information to persons not a Party; and that the Contractor shall use reasonable methods to ensure to the greatest extent practicable that such records and data are protected from further disclosure; and that Contractor shall securely destroy any such information when the Contract is terminated or when the information is no longer needed to perform under the Contract. The Contractor shall collect and use that data and information only as necessary to perform under the Contract and shall comply with the following:
  - 4.1.1. The federal "Family Education Rights and Privacy Act", 20 U.S.C. § 1232g, in accordance with which the Contractor may be a school official; and
  - 4.1.2. The "Student Data Transparency and Security Act", CRS title 22, article 16; and
  - 4.1.3. The provisions of CRS § 6-1-713 and §6-1-713.5 relating to protection and disposal of personal identifying information; and
  - 4.1.4. The provisions of CRS title 24, article 73 relating to security breaches and personal information; and
  - 4.1.5. The "Colorado Privacy Act", CRS title 6, article 1, part 13; and
  - 4.1.6. Laws governing rights and obligations in Intellectual Property.
4. **Requirements for Employees, Agents, and Contractors.** The Contractor shall require its employees, agents, and contractors, who are involved in the performance under the Contract, to comply with this paragraph.

#### **Termination, Default, and Remedies.**

1. **Termination Without Default.** The District may terminate the Contract 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 Contractor.
2. **Default by the Contractor.** The Contractor is in default if the Contractor (i) does not perform the Services as agreed; or (ii) does not comply with any other provision of the Contract; or (iii) made a representation or warranty that is untrue; or (iv) loses a license or other qualification that is required to perform the Services; or (v) is in breach under any other Contract with the District and has not resolved the breach to the satisfaction of the District; or (vi) is convicted of a crime that would cause the Contractor to no longer pass any criminal background checks that the District or law requires; or (vii) the District determines in its sole discretion that the Contractor’s actions or inaction, or the action or inaction of any of the Contractor’s employees, agents, or contractors is a threat or danger to the District or any of its schools, properties, premises, students, visitors, community, employees, agents, or the public (“District Constituents”).
3. **Notice of Default.** The District will give notice to the Contractor if the Contractor defaults and the District decides to enforce the Contract. In the notice, the District will inform the Contractor of the actions the Contractor needs to take to correct the default and the action the District intends to take if the Contractor does not correct the default. The District is not required to give prior notice of default if the District determines in its sole discretion that the nature of the default is an immediate threat or danger to the District or District Constituents.
4. **Remedies.** If the Contractor is in default under this Contract, and the Contractor does not correct the default, the District may terminate this Contract and also pursue any and all remedies available to the District by law.
5. **Obligations at Termination.** When the Contract terminates for any reason, the Contractor shall: (i) protect and preserve the

District's property in the Contractor's possession; and (ii) as per the District's instruction, deliver to the District in a format that the District requires, or destroy, or both, all District Information in the District's possession; and (iii) deliver to the District all completed Work Product and all Work Product that was in the process of completion; and (iv) refund, within 45 calendar days after termination, any sums that the District has prepaid and that remain unearned at the time of termination.

#### **Contractor's Representations.**

The Contractor represents and warrants that the Contractor: (i) is competent and qualified to and capable of performing the Services; (ii) has obtained and maintains the licensing, certificates, and other credentials required by law and by the District to perform the Services; and (iii) has full authority under applicable law to execute and deliver the Contract.

Additional Representations for Performance License: The Contractor represents and warrants that the Contractor: (i) has the right and authority to grant the licenses that are the subject of the Agreement; and (ii) is not infringing on the intellectual property rights of any individual, person, or entity by entering into this Contract.

#### **Insurance.**

The Contractor shall maintain, at all times while the Contract is in effect, including during any warranty period where applicable, policies of insurance to cover its liability under and as specified in the Contract. All insurance carriers providing coverage to the Contractor hereunder shall have an AM Best rating of A-VIII or better. The Contractor assumes all financial responsibility for deductibles and self-insured retentions. At a minimum, the Contractor shall maintain the following policies with the following coverage amounts, EXCEPT that any one of these coverage requirements are waived if the Contractor makes a waiver request to the School/Dept. and the School/Dept. principal or chief or their authorized designee agrees to such waiver in writing (i.e., by email or in other writing):

1. Commercial General Liability with minimum coverage of \$1,000,000.
2. Workers Compensation as required by law.
3. Automobile liability coverage as required by law.
4. Professional Liability coverage with minimum coverage of \$1,000,000, if the Contractor is providing engineering, architectural, design, medical, psychological, counseling, legal, or other professional services for which such coverage is available.

#### **Indemnification.**

The Contractor indemnifies the District and holds the District harmless from all claims, damages, liability, demands, suits, and actions that persons not a party to the Contract may bring against the District or the School/Dept. or both. This provision does not apply if the Contractor is a Colorado governmental entity.

#### **District Specific Provisions.**

1. Availability of Funds and Constitutional Limitations on Debt. Financial obligations of the District payable after the District's current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.
2. Compliance with Laws. The Contractor shall comply with all laws that apply to performance under the Contract, as amended from time to time.
3. Conflict of Interest. The Contractor represents that the Contractor (i) has no personal or financial interest in the Contract (other than the consideration to be earned); (ii) shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance under the Contract; and (iii) does not and will not employ or engage any person with a personal or financial interest in the Contract (other than the consideration to be earned).
4. Criminal Record Certification. Where required by law and District policies, the Contractor shall complete a criminal records check on itself, if an individual, and any Contractor employee, agent, or contractor who is an individual and whose performance under the Contract involves direct services to District students and regular, not incidental, contact with students. The Contractor, if an individual, and Contractor's employees, contractors, or other agents of the Contractor, who are individuals and 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, are excluded from interaction with students as provided by law. The Contractor 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.
5. Governing Law, Jurisdiction, and Venue. The laws of the State of Colorado govern this Contract. Any action to enforce the Contract shall be brought in a court of competent jurisdiction in Jefferson County, Colorado.
6. Governmental Immunity. The District does not waive, and no provision of the Contract is or 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.

7. Indemnification by District Void. The District shall not and will not indemnify the Contractor or any person not a Party.
8. Open Records Law/CORA. The Colorado Open Records Act, CRS § 24-72-100.1 *et seq.*, as amended from time to time, applies to the Contract, the Contractor's performance, and the records and reports generated thereunder, to the extent not prohibited by federal law.
9. Tax Exemption. The District is exempt from the payment of state and most municipal, sales and use taxes for materials, supplies, and equipment used in the performance under the Contract, and may be exempt from federal and other taxes. The District will provide evidence of tax exemption upon the Contractor's request.
10. CRS §22-1-135 applies and Contract Prevails. The provisions of Colorado Revised Statutes §22-1-135 (also known as HB 22-1252) apply, concerning provisions of public school contracts, even if the Effective Date is before July 1, 2022. In addition, the main body of this Contract prevails in the event of any conflict or inconsistency between the main body of this Contract and the Contractor Agreement Form. Notwithstanding anything to the contrary in the Contractor Agreement Form or otherwise, the District does NOT agree to any of the following:
  - Waiver of jury trial.
  - Limitation of Contractor's liability for (i) bodily injury, death, or damage to tangible property; or (ii) infringement of intellectual property rights of the District or any other persons; or (iii) risks, claims, or events for which the Contractor's insurance coverage would otherwise be available.
  - Ownership of District Information other than with the District.
  - Grant of any rights to the District's intellectual property.
  - Use of the District's or School/Dept.'s name, logos, or reputation.
  - Any provision voided under §22-1-135 (also known as HB 22-1252).

*Insert or Attach Contractor Agreement Form Here.*