

FUNDRAISER GUIDELINES

- Review the fundraiser checklist.
- An Application for Fundraiser form must be completed and signed by the Administrator before the fundraiser commences. The Fundraiser Follow-up Report form must be completed at the end of the fundraiser. (See Fundraiser Application).
- Each fundraising event requires a written agreement from the vendor containing cost/profit information and other important terms and naming the school as the primary beneficiary of the event.
- Each fundraising vendor requires a signed Indemnification Agreement and proof of insurance (be sure to check the insurance expiration date).
- A vendor file should be created and maintained at the school to be used for future reference. The file must include a letter of introduction, six customer references, the signed Indemnification Agreement and the vendor's proof of insurance. If participation with this vendor has lapsed more than one school year, the references need to be updated. The vendor's proof of insurance expiration date also needs to be checked and the school may need to require a new certificate of insurance. This file should **not** be archived.
- Maintain a file for all Fundraiser Applications. These applications should **not** be archived but kept for future reference to determine the feasibility of the fundraiser. A copy of the Fundraiser Application could also be kept with the program/vendor file to be archived.
- If products are distributed to students to sell, a detailed record must be kept documenting the amount of product given to each student and the amount of unsold product returned. All funds submitted by each student should be recorded. The fundraiser should be reconciled and the inventory confirmed to avoid discrepancies. (See Fundraiser Spreadsheet example for tracking and reconciling fundraisers.)
- All fundraiser revenues and expenditures must be processed through the School Financial Secretary. Deposits should be made daily with the Financial Secretary and include a group collection transmittal. Collections should not be kept in the classrooms or offices overnight.
- The Financial Secretary should provide a receipt of all fundraiser deposits to the sponsor. It is recommended that the receipt description in Cash Income includes FR in front of the description of the fundraiser, i.e., FR-Candy Bars 6th Grade, FR-Butter Braids Cheers, FR-Entertainment Bks Drama.

FUNDRAISER CHECKLIST

Documents from Vendor:

- Letter of introduction complete with a list of six customer references, preferably schools (these must be updated if more than one school year has lapsed since the last fundraising event)
- Product cost/profit information and assurance that the school/organization is the primary beneficiary of the program (must be completed for every fundraising event)
- Estimate of student and staff time required to conduct the activity (must be completed for every fundraising event)
- Signed Jeffco Indemnification Agreement (must be completed once per fundraising vendor). These agreements are good indefinitely until terminated in writing, as stated in the Indemnification Agreement.
- Certificate of insurance from the vendor. This document will need to be updated based on expiration dates of any certificates already on file.
- Provide advertising materials (must be completed for every fundraising event)

School Responsibilities:

- Contact at least two references and document the verifications (this must be updated if more than one school year has lapsed since the last fundraising event).
- Verify vendor's proof of insurance and verify the insurance expiration date.
- Define and agree in writing to important terms of the agreement with the fundraiser vendor and the objectives of the fundraiser event (see Application for Fundraiser form). Get signature approval from an administrator before the fundraiser commences.
- Complete the program within the school year
- Avoid ongoing sales programs that compete with local merchants
- Track and reconcile all products and money collected.
- Make deposits with the Financial Secretary on a daily basis
- Complete Part II of fundraiser form upon completion of the fundraiser
- Maintain fundraiser documents for future reference

**JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1
INDEMNIFICATION AGREEMENT**

THIS AGREEMENT is made this ____ day of _____, 20__ by _____ (“Indemnitor”), a _____ Corporation, _____ Partnership, individual doing business in the State of Colorado and Jefferson County School District No. R-1 (“Indemnitee”).

BACKGROUND: Indemnitor desires the consent of Indemnitee for providing fund raising services for the benefit of Indemnitee which services may also include products supplied by Indemnitor. The Indemnitee desires to be protected against claims which might arise as a result of the Indemnitor’s activities, and to define the parties rights and obligations with respect thereto.

THEREFORE, in consideration of the Indemnitee’s approval of Indemnitor as an authorized presenter of fund raising programs and the mutual covenants contained herein, the parties agree as follow:

1. **AUTHORIZATION:** Indemnitor shall be authorized to contact individual schools within the Jefferson County School District No. R-1 for the purpose of making presentations for fund raising activities and programs. Indemnitor shall in all cases first contact the principal or designee of each school before making any presentation to administrators, faculty or students. Indemnitor understands and agrees that each principal or designee has the sole authority in determining whether a presentation can be made in a particular school or to any of its organizations and final authority to approve or deny participation of the individual school in the fund raising program.

2. **TERM:** The authorization granted herein shall remain indefinitely, unless otherwise sooner terminated, for any reason in the sole discretion of Indemnitee, by providing three days written notice to Indemnitor. In the event of any termination without cause, Indemnitor shall be allowed to complete any fund raising programs under contract on the date of notification. The indemnification provisions of this agreement shall survive any termination.

3. **INDEMNITY:** Indemnitor hereby assumes liability for and agrees to indemnify and hold Indemnitee harmless from and against any and all debts, liabilities, obligations, claims, and expenses of any kind or nature, including without limitation, attorney’s fees and costs, incurred by or asserted against Indemnitee, its officers, agents, employees or representatives, in connection with, arising out of or in any manner related to the Indemnitee’s activities and the sale of any product or services incidental thereto. Indemnitor understands and agrees that in no case will the Jefferson County School District No. R-1 itself be responsible for any contractual obligations made or entered into by any of its individual schools, principals, faculty, students or other school-approved organizations. Indemnitor agrees to include this same indemnification provision in every contract entered into with any school or other person or organization within the School District.

4. **INSURANCE:** Indemnitor shall provide commercial general liability insurance covering claims for injuries or damage to property of others (including Products and Completed Operations) arising out of any negligent act or omission of the Indemnitor or any of its employees, agents, or subcontractors. The Indemnitee shall be named as an additional insured on the policy. The policy shall be an occurrence form, with the following limits:

- 4.1. \$1,000,000 Each Occurrence, premises and operations
- 4.2. \$1,000,000 Products and completed operations
- 4.3. \$1,000,000 Personal and Advertising injury
- 4.4. \$1,000,000 General Aggregate (aggregate limits must be maintained by contract, Indemnitee to be advised of erosion of limits.)
- 4.5. \$1,000,000 liability assumed under insured contract, including defense costs.

Notwithstanding the preceding, the Indemnitee may waive or modify these requirements. Such waiver or modification shall not be effective unless made in writing executed by an authorized officer or employee of the Indemnitee.

5. **NOTICE OF CLAIMS:** Indemnitee agrees to give the Indemnitor prompt notice of any suits or legal actions instituted against the Indemnitee by reason of any of Indemnitor’s activities or the sale or use of any of Indemnitor’s products and to allow the Indemnitor to participate with or, in the discretion of Indemnitee, for Indemnitee in any such proceeding.

6. **NOTICE:** Any notice provided fore herein shall be effective when mailed to the party at the address set forth below by certified mail, return receipt requested, postage prepaid.

7. **MISCELLANEOUS:**

7.1. **Binding Effect:** This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns; provided, however, that Indemnitor shall not assign any of its rights or obligations hereunder without the prior written consent of Indemnitee.

7.2. **Integration:** This Agreement constitutes the entire agreement of the parties hereto.

7.3. **Applicable Law/Forum Selection:** This agreement shall be governed by the laws of the State of Colorado. Any action between the parties shall be brought forth only in Jefferson County, Colorado courts.

7.4. **Representation:** Other than as expressly provided herein, Indemnitor shall not extend the faith or credit of the Indemnitee to any third persons or entities.

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

INDEMNITEE:
Jefferson County School District No. R-1

INDEMNITOR:

School and Address

Address

Signature

Printed Name

Title

IndemAgr 03.2009

Signature

Printed Name

Title



Fundraiser Follow-Up Report (Page 2 of 2)

This section is to be filled out when the fundraising activity is completed and returned to the Financial Secretary.

Date Fundraiser Began _____ Date Fundraiser Ended _____

Cost of Purchases \$ _____

Less Returns _____

Total to be Accounted for _____

Total Proceeds Received _____

Gross Profit or Loss _____

Total Unaccounted for _____

(Document reason for variance below)

Sponsor Signature Date

Principal or Activities Date
Director's Signature

