

**CONSULTANT AGREEMENT BETWEEN {VENDOR}  
AND POUFRE SCHOOL DISTRICT R-1**

This {AGREEMENT TYPE} Agreement (“Agreement”) is entered into as of the XX day of XX 20XX, by and between Poudre School District R-1, a school district organized and existing under the laws of the state of Colorado (the “District”), and {CONTRACTOR}, (“Contractor”), collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to specify the terms and conditions pursuant to which Contractor will provide services {ADD SERVICES}.
2. **Term and Termination of Agreement.**
  - 2.1. This Agreement shall commence as of {Either select {DATE} or {THE DATE SET FORTH ABOVE}} and shall continue through and including {END DATE}, unless earlier terminated as provided herein.
  - 2.2. Notwithstanding any other term or provision of this Agreement, the District’s obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District’s obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
  - 2.3. Notwithstanding the provisions of sections 2.1 and 2.2 above, either party may terminate this Agreement at any time in that party’s sole discretion for any reason, with or without cause, by providing the other party with thirty (30) days’ advance written notice. In the event of such termination: (a) the District shall pay Contractor for all Services performed under and in accordance with this Agreement up to the date of termination; and (b) Contractor shall reimburse the District for all payments made in excess of Services performed up to the date of termination.
3. **Obligations of Contractor.**
  - 3.1. The Contractor’s responsibility under this Agreement is to provide {SERVICE DESCRIPTION} for the District. The parties agree to the following, as specified in:
    - 3.1.1. {SOLICITATION}, which is part of this agreement and attached hereto as Exhibit X.
    - 3.1.2. Contractor’s Response to {SOLICITATION}, which is part of this agreement and attached hereto as Exhibit X.
  - 3.2. All documents which are made a part of this Agreement (hereinafter the “Services”) and incorporated herein by reference.

- 3.3. The total cost for all Services under this contract as set forth on the attached Exhibit {EXHIBIT FOR PRICING}, shall not exceed {Total Written Out Price} (\$ {DOLLAR AMOUNT PRICE}), due and payable thirty (30) days from receipt of Contractor's invoice.
- 3.4. Services shall be provided at the direction as authorized by the District's {DEPARTMENT CONTACT} or designee ("Project Coordinator").
4. **Scope of Work Design Plan.** The Contractor, Project Coordinator and any other necessary personnel shall hold a kickoff meeting within fourteen (14) days of execution of this Agreement and develop a collaborative execution plan for the full scope of the project within the fourteen (14) days of first kickoff meeting, which shall include but not limited to:
  - 4.1. Identify key lead for each party.
  - 4.2. Identify key contacts and team members from both parties for project.
  - 4.3. Identify roles, responsibilities and expectations for each team member.
    - 4.3.1. Anticipated workforce hours for Contractor.
    - 4.3.2. Determine expectation for District staff resources.
  - 4.4. Identify key external and internal groups integral to project.
    - 4.4.1. Outline expectation of external and internal groups.
  - 4.5. Outline communication plan, procedures and format.
  - 4.6. Parties shall clearly identify mutual understandings of:
    - 4.6.1. Identified scope of work
    - 4.6.2. Completion of objectives
    - 4.6.3. Overview of Contractors proposed methodology
  - 4.7. Develop Timeline for key deliverables, which shall include:
    - 4.7.1. Benchmarks for progress checks to ensure timely completion of deliverables.
    - 4.7.2. Measurable indicators of deliverables
    - 4.7.3. Key deliverables target completion dates.
  - 4.8. Identify project constraints across the projected timeline.
  - 4.9. Timeline and schedule of deliverables.

4.9.1. Timeline shall include any anticipated training or onboarding service hours and total estimated billable costs.

4.9.2. No changes or modifications to timeline or schedule shall be allowed, except through a mutual written approval from the Project Coordinator and Contractor key lead.

4.10. If both parties are unable to come to an agreement on the scope of work outlined in this section 3 within forty-five (45) days from the first day of the kickoff meeting, then the parties may mutually agree to discontinue the Agreement.

## 5. **Implementation Plan.**

5.1. Contractor shall work directly with the District's Project Coordinator to develop a plan for Services for implementation ("Implementation Plan").

5.2. Contractor shall provide updates to the Implementation Plan to the Project Coordinator for review and approval based on the timeline established in section 4.7.

5.2.1. Project Coordinator reserves the right to request modification, additions or additional services to Implementation Plan as they determine appropriate.

5.3. Any delay beyond the completion date, must be submitted in writing to the Project Coordinator. Delays will be denied or approved in writing by the Project Coordinator.

6. **Review of Product.** Payment for Services furnished under the Contract shall not constitute acceptance thereof. The Project Coordinator shall have the right to confirm the completion of the Services provided, the product of such Services, and to reject any or all of which are in the District's judgment defective or nonconforming. In addition to the District's other rights, and Services which had been rejected. The District will not be charged for Services to correct Contractor's errors for correcting such Services.

7. **Acceptance of Services.** Services are considered complete, only after the Project Coordinator has formally accepted Services in writing. Payments will not be made until Services are formally accepted.

7.1. The Project Coordinator reserves the right to cancel Services at any time upon written notice, including Services which may have been requested and have not been completed.

8. **Timeline Delays or Extension of Work.** If the Contractor experiences a delay in the completion of work, the Contractor shall provide a reasonable period of time, which does not delay the timeline for completion identified in section 4.7.

8.1. The Contractor shall not invoice the District for any delayed Services or products to be produced.

- 8.2. The District shall determine what constitutes a reasonable period of time and may cancel requested Services, seek the items from another Contractor, and may charge the original Contractor for any difference in costs.
9. **Materials.** All labor, licenses, materials, supplies, equipment, and all other items necessary to complete the Services shall be furnished by the Contractor (the “Materials”) and shall be part of and not in addition to the Agreement price. The Contractor shall be responsible and liable for any damage or destruction to any Materials resulting from any cause other than the willful or reckless acts of the District for which it could be held liable under the Colorado Governmental Immunity Act.
10. **Primary Contractor and Subcontractors.** The Contractor shall assume all responsibility for performance of all Services in this Agreement, whether or not the Contractor uses subcontractors. Any consequences resulting from non-performance under the terms of this Agreement are the sole responsibility and liability of the Contractor. The Contractor shall be the sole point of contact with the District with regard to all matters covered by this Agreement. The District shall not initiate or maintain contact with any subcontractor unless such contact becomes necessary to mitigate the District's damage in the event the Contractor is in default or breach of any term or obligation of this Agreement.
11. **Confidential Information.**
- 11.1. **Fingerprinting and Background Checks.** Prior to and as a condition of the provision of any Services under this Agreement, Contractor shall require each person providing such Services to submit to fingerprinting and a background check administered by the District at the District’s expense. Contractor shall ensure that no person to whom the District objects based on the results of said fingerprinting and background check provides any Services under this Agreement. If the District objects to any Contractor based on the results of the background check, the Contractor shall not be allowed to provide Services. All information provided and all information received by the District through the Contractor background check and/or other sources, shall be considered and maintained as confidential information under the Colorado Open Records Act and not subject to disclosure to third parties except as required by law.
- 11.2. **Ownership of Confidential Student Records, Information, Photography, and Developed Materials.** All confidential student records, personally identifiable student information, photography, and developed materials shall remain the exclusive property of the District with all rights, title and interest including but not limited to intellectual property rights, to the confidential student records and information, photography and developed materials, belonging to and retained solely by the District.
- 11.3. **Non-Disclosure of Confidential Information.** Contractor understands that while performing Services under this Agreement, it may be provided access to student records or personally identifiable information protected from disclosure to third parties and subject to the Individuals with Disabilities Education Act (20 U.S.C. §§ 1400 et seq.), the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“FERPA”)

and the Colorado Open Records Act (C.R.S. §§ 24-72-201 *et seq.*). Such records and information are considered confidential and protected. Accordingly, Contractor hereby agrees that it shall keep confidential and shall not disclose any information, including but not limited to information regarding any District student, student family, student health/medical condition, student disability, student IEP and/or student accommodation, to which it gains access in connection with its provision of the Services. To the extent Contractor has access to such records and information, Contractor shall be deemed a “school official” as such term is defined under FERPA. Contractor agrees that it or its employees, volunteers and subcontractors shall not use education records or personally identifiable student information for any purpose other than in performance of this Agreement.

11.3.1. The Provider shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards to secure such confidential student records and information from unauthorized access, disclosure, alteration and use.

11.3.2. At the termination of this Agreement or earlier, if requested by the District, Contractor shall promptly return all such information, and/or shall at the request of the District destroy or delete any and all copies or duplicates of said information, whether the information is in hard copy or electronic form. If Contractor violates the terms of this section 3.7.4, Contractor agrees to indemnify, defend and hold harmless the District, and/or its employees and agents, from any and all claims, liabilities, or causes of action, including attorney fees and costs, asserted against the District and/or its employees or agents as a result of the violation. Contractor also agrees to indemnify the District, and/or its employees and agents, from the costs of complying with and/or resolving any regulatory investigation caused by the violation, including costs and attorney fees.

11.4. **Obligations and Return of Confidential Information.** The receiving parties obligation hereunder shall survive for a period of five (5) years following termination of this Agreement; provided however, any confidential obligations with respect to protected District information shall survive indefinitely to the extent required to comply with applicable law. All confidential information shall remain the sole property of the disclosing party, and all materials containing any such confidential information, including all copies made by the receiving party, shall be returned to the disclosing party or destroyed immediately upon termination or expiration of this Agreement, or upon the receiving party’s determination that it no longer has a need for such confidential information. Upon the request of the disclosing party, the receiving party shall certify in writing that all materials containing such confidential information, including all copies thereof, have been returned to the disclosing party or have been destroyed.

11.5. **Colorado Open Records Act.** Information and materials submitted under this Agreement may be considered public records subject to disclosure under the Colorado Open Records Act, (C.R.S. §§ 24-72-200.1 to -205.5) ("CORA"). Information and materials that the Contractor believes are confidential and not subject to disclosure

under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which the Contractor believes they are confidential. The District, not the Contractor, shall determine whether information and materials so identified will be withheld as confidential, but will inform the Contractor in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.

12. **Independent Contractor.** Contractor shall provide the Services under this Agreement as an independent contractor of the District. As such, Contractor shall have the right to determine how and by whom the Services will be provided and the right to provide the Services free from the direction and control of the District, subject to and consistent with the terms and conditions of this Agreement.
  - 12.1. Contractor shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees (if any) in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees (if any) in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to this Agreement.
  - 12.2. Nothing in this Agreement shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between Contractor and the District. Contractor is not a partner, agent or representative of the District and shall not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of Contractor and shall not represent itself to be a partner, agent or representative of Contractor.
  - 12.3. Contractor shall not attempt or purport to extend the faith and credit of the District to any third party, person or entity. Contractor acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate the District. The District shall not attempt or purport to extend the faith and credit of Contractor to any third party, person or entity. The District acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate Contractor.
13. **Equal Opportunity.** It is agreed that no otherwise qualified Contractor shall be excluded from participating in, be denied the benefits of, or be subject to discrimination, including harassment, under any provision of this Agreement on the basis of race; creed; color; national origin; age; sex; pregnancy; physical recovery from childbirth or a related condition; sexual orientation; marital status; veteran status; religion; genetic information; gender expression; gender identity; ancestry; or disability.
14. **Conflict of Interest.** Contractor avers to their knowledge of no employee of the District having any personal or beneficial interest whatsoever in the service or property described in this Agreement. Contractor has no interest and shall not acquire any interest, direct or

indirect, which would conflict in any manner or degree with the performance of the Contractor's Services and Contractor shall not employ any person having such known interest.

15. **Invoicing.** Invoices for Services provided shall be submitted directly to the District's accounts payable department within thirty (30) days of completion of Services. Invoices for such Services shall include (a) date on which Services were provided, (b) the District Location for which the Service were provided, (c) details of Products delivered, (d) and purchase order number. All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.
  - 15.1. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs. Invoices will generally be paid within thirty (30) days following the District representative's approval.
  - 15.2. Invoices which do not conform with the agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.
  - 15.3. Invoices shall be sent to ap@psdschools.org.
  - 15.4. **Tax Exemption.** The District is exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.
16. **Travel Expenses.** **{IF TRAVEL IS NOT PERMITTED. DELETE ITEMS BELOW AND STATE {Travel is not permitted under this Agreement}}** Contractor must obtain prior written approval before incurring any travel expenses. The payment of approved travel expenses shall be allowed under this Contract. Contractor is expected to procure the most cost-efficient travel arrangements. No payment shall be made for work performed before the Effective Date of this Contract. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
  - 16.1. Air Travel. The District agrees to reimburse the Contractor's air travel expenses related to the performance of this Contract. Air travel shall be paid based on actual costs, supported by a copy of the original receipt with the invoice. Contractor must select the lowest airfare. Contractors shall book coach class fares for all domestic travel. First class bookings are not reimbursable.
  - 16.2. Car Rental and Ridesharing. The District agrees to reimburse the Contractor's car rental and ridesharing expenses related to the performance of this Contract. Car rental and ridesharing expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. Contractor must select the lowest rental rates.

16.3. Lodging. The District agrees to reimburse Contractor's lodging expenses related to the performance of this Contract. The Contractor shall be reimbursed for lodging/hotel at the rate of {CURRENT GSA RATE SPELLED OUT} {WHOLE NUMBER} per day, not to exceed three (3) days. Requests for reimbursement shall state the amount allowed for lodging/hotel and list the actual number of travel days on the Contractor's invoice.

16.4. Meals. The District agrees to reimburse Contractor's meal expenses related to the performance of this Contract. The Contractor shall be reimbursed for meals at the rate of {CURRENT GSA RATE SPELLED OUT} {WHOLE NUMBER} per day and seventy-five (75) percent of the daily rate on travel days. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

17. Insurance. Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District  
Attention: Risk Management  
Email: risk@psdschools.org  
2407 Laporte Ave  
Ft. Collins, CO 80521

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 9 shall not reduce the indemnification liability that Contractor has assumed in section 10.

### **Commercial General Liability**

#### Minimum Limits

- |    |  |             |
|----|--|-------------|
| a. | Each Occurrence Bodily Injury & Property Damage    | \$2,000,000 |
| b. | General Aggregate                                  | \$3,000,000 |
| c. | Coverage must be written on an "occurrence" basis. |             |



- d. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

**Professional Liability**

Minimum Limits

- a. Each Occurrence or Wrongful Act Limit \$1,000,000
- b. Aggregate Limit \$3,000,000
- c. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.
- d. Contractor must provide evidence of the extended reporting period coverage at the end of the project and before all final payments to the Contractor is made.

**Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles**

- a. Bodily Injury & Property Damage Combined Single Limit \$1,000,000

**Workers' Compensation and Employers' Liability**

Minimum Limits

- a. State of Colorado Statutory
- b. Employer's Liability \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee
- c. Waiver of subrogation in favor of Poudre School District R-1.
- d. This requirement shall not apply if Contractor is exempt under the Colorado Workers' Compensation Act and if Provider has a current Workers' Compensation Coverage Rejection on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation.

18. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, third party claims, grievance, or proceeding, including all attorneys' fees, costs and expenses, incurred as a result of any negligent or intentional act or omission by Contractor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement.

19. **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as now or hereafter amended.
20. **Remedies.** If Contractor fails to comply with any of the foregoing requirements at any time during or after the term of the Contract the District may, as applicable, terminate the Contract and/or disqualify Contractor from future contracts and subcontracts with the District.
21. **Notices and Communications.** All notices and communications required or permitted under this Agreement shall be in writing and shall be: (a) sent via certified mail, return receipt requested and postage prepaid, to the address of the other party set forth below; or (b) sent via e-mail to the other party via the e-mail address set forth below.

Poudre School District R-1  
Attn: Tracy Stibitz  
2407 LaPorte Avenue  
Fort Collins, CO 80521  
E-mail: [tstibitz@psdschools.org](mailto:tstibitz@psdschools.org)

{CONTRACTOR NOTICES}

22. **General Provisions.**

- 22.1. **No Assignment.** The Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.
- 22.2. **No Waiver.** The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.
- 22.3. **Press Contacts/News Releases.** The Contractor shall not initiate any press, media, or social media contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District's Executive Director of Communications or designee.
- 22.4. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.
- 22.5. **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and the Contractor through written amendments to the Agreement, in the same manner and with the same formality as was done for this Agreement.

- 22.6. **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Contract shall be in Larimer County, Colorado.
- 22.7. **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.
- 22.8. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation to enforce any provision of this Agreement, the substantially prevailing party in such litigation shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.
- 22.9. **Binding Arbitration Prohibited.** The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary is null and void.
- 22.10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.
- 22.11. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.
- 22.12. **Conflict of Terms.** In the event of any conflict of terms found between this Agreement, any incorporated exhibits, any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement shall prevail.
- 22.13. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.
- 22.14. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.
- 22.15. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

{CONTRACTOR}

POUDRE SCHOOL DISTRICT R-1

By: \_\_\_\_\_

By: \_\_\_\_\_

{NAME}  
{TITLE}

R. David Montoya  
Executive Director of Finance

By: \_\_\_\_\_

{NAME}  
{TITLE}

DRAFT USE ONLY