



DENVER PUBLIC SCHOOLS PARTNERSHIP AGREEMENT

This Partnership Agreement (Agreement) is entered into this _____ day of _____, 2018 by and between School District No. 1 for the City and County of Denver (District or DPS) and _____ (“Partner”) which is an organization authorized to do business in the State of Colorado.

WHEREAS, School District No.1 in the City and County of Denver, (“District”) has the statutory authority to contract with persons, firms, consultants, and entities for the provision of services relating to Denver Public Schools; and

WHEREAS, the District has determined that to support the educational goals of the District a need exists to enter into a partnership for the provision of services by the Partner; and

WHEREAS, the Partner is qualified to provide certain services the District desires and has agreed to do so without any expectation of compensation.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and agreements set forth below, the undersigned parties desire to enter into the following Agreement, subject to the following terms and conditions which are to be governed by the general concepts of cooperative action set forth hereinafter.

TERMS AND CONDITIONS

- 1. Term.** The effective date begins on the next business day that follows after an authorized representative of the Partner and the District execute this Agreement and it shall expire at the time the Partner no longer provides its services or terminated in accordance with this Agreement; a lapse or stoppage of services by the Partner as a result of the District’s school year ending that timely resumes with the commencement of the next District school year, shall not be construed or interpreted as the termination of this Agreement. Furthermore, at the beginning of each school year, upon re-execution by each authorized representative of the District and Partner, the parties mutually agree this Agreement is revived according to the same, or any amended terms and conditions contained herein.
- 2. Services.** The Partner will provide the services consistent with generally accepted industry standards for the Partner's customary services and operate its program in accordance with the Scope of Work attached as Exhibit A to this Agreement.
- 3. Compensation.** The District has no obligation to pay a fee for the services provided by the Partner, unless the parties execute in advance a written agreement that the District will pay for the services described in the written agreement. Before the District pays the agreed to fee, the Partner shall submit a detailed invoice with dates of service, the rate charged for the services and a description of the provided service to the site administrator who will forward the Request for Payment form and the W-9 form to Accounts Payable, which shall be processed for payment within thirty (30) days from the date of receipt of an invoice by the Accounts Payable office
- 4. Schedule.** The District and the Partner agree that the services shall be provided at the locations and times attached as **Exhibit A** to this Agreement.

OBLIGATIONS AND RESPONSIBILITIES

5. **District Responsibilities.** The District will undertake the following responsibilities pursuant to this Agreement.

- a. The District shall use its best efforts to provide such information as may be necessary to assist the Partner to perform and evaluate the services provided under this Agreement.
- b. The District hereby designates _____ to act as a District Liaison with the Partner.
- c. The Partner with the District's approval, may use District Facilities, provided the Partner agrees to follow the policies, rules and regulations as well as pay the operating costs, if any, related to such use.

6. **Partner Responsibilities.** In addition to any and all obligations required by law or stated elsewhere in this Partnership Agreement, the Partner will undertake the following responsibilities pursuant to this Agreement.

- a. The Partner will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement.
- b. The Partner will not charge any student a fee or tuition for participating in the program or the receipt of services without advance written approval of the District or the designated District Liaison.
- c. The Partner shall immediately notify the District Liaison of any changes that may affect the performance of the services provided under this Agreement.
- d. The Partner shall attach to this Agreement the list of names and personal contact information of each individual staff/volunteer performing any service; and immediately notify the District when a staff/volunteer is added or removed from the list provided to the District; and from time to time or upon request, provide updated information or changes made of the Partner's staff/volunteer list.
See the attached Exhibit B

7. MISCELLANEOUS

- a. **Confidentiality.** The Partner is entering into this Agreement with the understanding that any and all District provided information belongs to the District. The Partner agrees to be responsible for its compliance with the Children's Online Privacy Protection Act of 1998 and its implementing regulations at 16 CFR Part 312 ("COPPA"), the Family Educational Rights and Privacy Act and its implementing regulations at 34 CFR Part 99 ("FERPA"), and all other applicable laws, rules or regulations, as amended (collectively, the "Confidentiality Laws"), concerning the collection, use and disclosure of "directory information," "education records," and "personally identifiable information," of the District's "students" and "parents," as those quoted terms are defined in FERPA, and all information concerning District's, students' names, performance information, disciplinary information, test results, test results analyses and all other student or school identifying information and personal data and all rights thereto (collectively, the "District Information"). In the event of a conflict between this Agreement and the Confidentiality Laws, the Confidentiality Laws shall control. In the event of a conflict between FERPA and all other Confidentiality Laws, FERPA will control absent clear statutory authority on controlling law. In the event of conflict or uncertainty interpreting controlling law regarding the collection, access, use, or disclosure of District Information, the Partner will resolve the uncertainty or conflict in favor of prohibiting the collection, access, use, or disclosure of District Information. The parties acknowledge and agree that District Information shall be deemed to have been collected, accessed, used, or disclosed so the Partner may assist District in: (a) developing, validating, or administering predictive tests; (b) improving instruction; or (c) otherwise carrying out District's

educational responsibilities under the law. Therefore, before any District information may be released, accessed, used or disclosed, the Partner and its staff/volunteers agree to manage the District's information in compliance with all applicable Confidentiality Laws and the current written data sharing agreement.

See the attached Exhibit E

- b. **Confidentiality Agreements with Partner's Employees.** The Partner will cause each of its employees who may gain access to any of the District's Information, to execute a confidentiality agreement reasonably acceptable to the District before disclosing any Confidential Information to that employee or permitting that employee to have access to any District Information. **See the attached Exhibit C**
- c. **If the Partner is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., as amended ("Act"), the following will apply:**
- i. **Insurance.** Partner shall maintain insurance, by commercial policy or self-insurance, as is necessary to meet the Partner's liabilities under the Act. Proof of such insurance shall be provided upon request by the School District.
 - ii. **Liability.** Each party to this Agreement shall be liable for the actions and omissions of its respective officers, agents, employees and subcontractors, to the extent provided by the Colorado Governmental Immunity Act. This obligation shall survive termination of this Agreement.

If the Partner is not a "public entity" then the terms of paragraphs d and e will apply.

- d. **Insurance.** To the extent permitted by Colorado law and in accordance with Board of Education Policy *IJOC- School Partners*, each individual staff/volunteer is insured against liability. Notwithstanding the foregoing sentence to the contrary, from the effective date of this Agreement, the Partner, as an organization, shall, as required, have and maintain for its individual staff/volunteers, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance and will maintain general liability insurance coverage for its employees, volunteers and agents for personal injury, including death, and property damage that may occur or arise in the provision of services to the District and will add the District, as an insured to its policy for the term of this Agreement.
- e. **Indemnification.** The Partner shall be liable for the actions and omissions of its respective officer's employees/agents while performing its obligations and responsibilities under this Agreement. The Partner agrees to indemnify, defend and hold the District, its employees, subcontractors and agents harmless from and against any (i) claim, cause of action, judgment, loss, demand, suit, or legal proceeding (collectively, "Suits") brought against the District or its employees, representatives, or agents, which arises directly or indirectly from any act or omission of the Partner, including but not limited to any (ii) losses (including judgments, awards, damages and fines), which arise directly from any (A) gross negligence or willful misconduct in connection with this Agreement or the transactions contemplated by this Agreement or (B) breach by the Partner of this Agreement.
- f. **Liability.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by the District of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. ("CGIA"), as now or hereafter amended. The parties acknowledge and agree that liability for claims for injury to persons or property arising out of the negligence of the District, including its employees, is controlled and limited by the CGIA.
- g. **Dispute Resolution.** If School District or the Partner believes in good faith that the other party has failed to timely complete performance or provide materials, failed to meet the objectives as

set forth by this Agreement or has otherwise not fulfilled commitments or made ("Breach") under this Agreement, then within thirty (30) days from the date the breach occurred, the aggrieved party shall send written notification to the party who has allegedly breached its obligations identifying the allegations and/or reasons the aggrieved party believes the non-performing party has breached this Agreement. Upon receipt of written notice, the non-performing party shall have ten (10) business days, or such additional time as may be agreed to in writing between the parties, to correct or cure the alleged breach or to notify the aggrieved party that the alleged breach of this Agreement has not occurred. Upon finding the breaching party failed to cure or respond in writing within the agreed upon timeframe shall result in the non-breaching, aggrieved party being entitled to pursue any and all remedies available at law or in equity.

- h. **Open Records** The Partner understands that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. (2011), and that in the event of a request to School District for disclosure of such information, School District will advise the Partner of such request in order to give the Partner the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, School District will tender all such material to the court for judicial determination of the issue of disclosure and the Partner agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same.
- i. **Waiver**. No assent, expressed or implied, by the District to any breach of any obligation or covenant by the Partner shall be construed as a waiver of any subsequent or other breach by the Partner.
- j. **Background Checks**. If applicable, the Partner and every person, including any subcontractor or agent of the Partner, who has unsupervised access to students, or access to student data, shall be required to have a criminal background check. The results of the background check shall comply with the provisions of 24-72-305.3, C.R.S. and other district requirements, and upon request, be available to the District. The criminal background check shall, at a minimum, meet the requirements of 22-32-109.7, C.R.S. The costs associated with the background check are solely the Partner's responsibility. Before services begin, each person required to provide a criminal background check shall disclose in writing and sign a notarized affidavit whether or not he or she has been convicted of any charge(s) such as a felony, misdemeanor, or municipal ordinance violation. Thereafter, during the term of the contract all new personnel, subcontractor(s), third party support personnel and agents, whether paid or not, that are engaged, hired or added to perform the work or services pursuant to this Agreement, shall be subject to these same requirements before performing services on behalf of Partner.

Notwithstanding the criminal background check requirement as set forth above, Partner hereby warrants that no employee, subcontractor or agent of the Partner rendering services under this Agreement has been convicted of a criminal offense in Colorado or in any other State involving: (i) The abuse, abduction, sexual molestation, physical or sexual assault on, or rape of a minor; or (ii) any crime involving exploitation of minors, including but not limited to child pornography offenses; or any crime of violence; and (iii) Partner shall notify the District immediately upon the discovery or receipt of any information that any person working for the Partner has been detained or arrested by a law enforcement agency. Partner understands that allowing any employee, subcontractor, volunteer or agent who is providing services on Partner's behalf, access to students, District's records, including PII, or to enter onto the District's property, that has been arrested or convicted of the aforementioned crimes, constitutes a material breach of this Agreement and may result in the immediate termination of this Agreement.

- k. **Assignment**. Partner shall not assign the work that is to be performed under this Agreement without the prior written consent of the District.

- l. **Compliance with Law and District Policies.** The Partner will comply with all laws, regulations, municipal codes and ordinances, District policies and procedures and other workplace requirements and standards applicable to the provision of services and work performed.
- m. **Agency.** The Partner agrees and understands that no authority exists pursuant to this Agreement for the Partner to enter into any contract, assume any obligation, or make any representation to third parties on behalf of, or which may bind the District.
- n. **Independent Partner.** The Partner is retained only for the express and limited purposes as set forth in this Agreement and shall at all times have the status of an Independent Partner. To the extent permitted by Colorado law, each individual staff\volunteer providing services on behalf of the Partner, know and understands, after having the opportunity to consult an attorney, agrees to waive any and all claims for any Employee benefits, including worker's compensation and general liability insurance coverage, against the District.
- o. **Permitted Use of Name.** Neither party will use the other's name in any advertisement, promotion, business card, etc. without the other party's prior written consent.
- p. **Termination** Either party may terminate this Agreement without cause by notifying the other party in writing of their intention to take such action. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of mailing. The District may terminate this Agreement without further notice immediately if the Partner commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the District.
- q. **Notices.** Any notice this Agreement requires must be in writing and will be effective only if hand-delivered or sent by certified U.S. mail, return receipt requested, to the party entitled to receive the notice at the Partner's address first stated below or at the District's address, which is as follows:

Denver Public Schools	Partner:
Attn:	Attn:
Denver, Colorado	Denver, CO
Tel:	Tel:
Email:	Email:

Or, at such other address as a party may later give notice to the other party.

- r. **Governing Law.** This Agreement has been executed in Colorado and shall be governed in accordance with the laws of the State of Colorado in every respect.
- s. **Paragraph Headings.** The captions and headings set forth herein are for convenience of reference only, and shall not be construed to limit or define the terms and provisions hereof.
- t. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and all previous agreements or discussions between the parties relating to the subject matter of this Agreement are hereby terminated and/or superseded by this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected. This Agreement may be signed in counterpart copies. A set of counterpart copies which collectively contain the signature and acknowledgment of all parties shall be deemed to constitute an original. Facsimile copies of signatures Executed counterparts transmitted by facsimile or other electronic means shall be treated as original signatures counterparts.

[Remainder of the page intentionally left blank]

IN WITNESS OF THE PARTIES AGREEMENTS, the District and the Partner have executed this Agreement on the date(s) indicated below:

Sworn And Subscribed To Before Me
by

PARTNER: _____
By: _____
(signature)

this _____ day of _____,
20____.

Title: _____

Witness My Hand And Official Seal

Address: _____

My Commission Expires:

City, State, Zip:

By: _____
Notary Public

Tax ID:

Date: _____

* * * * *

**SCHOOL DISTRICT NO. 1
IN THE CITY AND COUNTY OF DENVER
AND STATE OF COLORADO**

RECOMMENDED BY:

Site Administrator's Signature

Print Name and Title

School or Department

Date

* * * * *

THIS AGREEMENT MUST BE COMPLETED IN FULL, SUBMITTED, APPROVED AND EXECUTED BY THE DISTRICT'S DULY AUTHORIZED REPRESENTATIVE BEFORE THE COMMENCEMENT OF SERVICES BY THE PARTNER.



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Exhibit C

Confidentiality Agreement

I, the undersigned, understand that during the course of my work, I may be given access to confidential, privileged, or proprietary student information by the District in order to perform my responsibilities in a manner that meets the District's needs and enhances the delivery of service. By signing this document, I am agreeing to comply with all regulations and laws established to protect confidential information. I understand that accessing or releasing confidential information and/or records or causing this to occur outside the course of my assigned duties would constitute a violation of this agreement. I understand that proven violation of this agreement can result in termination of my access to information and may result in personal action being taken against me. "Confidential Information" means any and all information of either party disclosed or otherwise made available to or learned by the parties under this Agreement or performing the Services this Agreement requires, which is designated as "confidential" or "proprietary" or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, Student Data and all District student records and personnel records.

I agree to:

- Maintain confidential information and not reveal it to clients, colleagues, or others with whom I interact without procuring the necessary releases or authorizations.
- Utilize information disclosed to me solely for the purpose of completing the scope of work set forth in the Data Sharing and Confidentiality Agreement or the Services Agreement.

Partner's Employee\Agent:

Print Name: _____ Date: _____

Title: _____

Organization/Agency: _____

Signature: _____



Exhibit D Criminal Background Check Certification

PLEASE READ CAREFULLY: It is required that every person, including any subPartner or agent of the Partner, providing services, including but not limited to transportation, instruction, or food services, who regularly has direct, student contact shall (i) complete and notarize this form certifying the disclosed criminal history and information, if any, is true and accurate; and (ii) upon request, be able to provide a criminal background report from a state and/or federal law enforcement agency; and, (iii) as a result of the information disclosed or contained in your criminal background report and this certification, agree to provide additional information, if needed.

NOTE: A CRIMINAL CONVICTION IS NOT AN AUTOMATIC DISQUALIFICATION, HOWEVER, ANY PERSON'S SUBMISSION OF FALSE OR MISLEADING INFORMATION OR FAILURE TO DISCLOSE REQUESTED INFORMATION OR IF THE RESULTS ARE INCONSISTENT WITH THE INFORMATION PROVIDED, MAY DISQUALIFY THE PERSON FROM PERFORMING THE SERVICES OR WORK SPECIFIED UNDER ANY AGREEMENT OR RESULT IN THE TERMINATION OF THE AGREEMENT BETWEEN THE DISTRICT AND PARTNER IF SUBSEQUENTLY DISCOVERED AT A LATER DATE.

For purposes of the certification below, a person is deemed to be convicted of committing a felony or misdemeanor if such person has been convicted under the laws of any other state, the United States, or any territory subject to the jurisdiction of the United States of an unlawful act which, if committed within this state, would be a felony or misdemeanor. For purposes of this section "Convicted" means a conviction by a jury or by a court and shall also include the forfeiture of any bail, bond, or other security deposited to secure appearance by a person charged with a felony or misdemeanor, the payment of a fine, a plea of nolo contendere, and the imposition of a deferred or suspended sentence by the court.

Please answer the following questions affirming that you HAVE NOT or HAVE been convicted of any charge(s) such as a felony, misdemeanor, or municipal ordinance violation.

(a) I HAVE NOT been convicted of committing any felony misdemeanor or municipal ordinance violation; but not including any misdemeanor traffic offense or traffic infraction, TRUE OR FALSE ?

(b) I HAVE been convicted of committing any felony or misdemeanor; but not including any misdemeanor traffic offense or traffic infraction, YES OR NO ?

(c) Is there any felony, misdemeanor, or municipal ordinance violation charge(s) currently pending against you, YES OR NO ?

(d) Have you ever been convicted of or been terminated or resigned because of inappropriate or illegal behavior involving a child or children, YES OR NO ?

If your answer to (a) is FALSE or to either (b) (c) and (d) is YES, provide a detailed explanation of the circumstances concerning your resignation or termination and the relevant facts and disposition of your felony, misdemeanor or municipal ordinance violation for which you were convicted of, or is currently pending, include the date of your conviction or when you were charged and the court entering the judgment of conviction or where any charges are currently pending in the space provided below.

I, (person's name) _____, certify, under penalty of perjury that by the submission of this certification the answers given to the questions above are true and complete. I authorize investigation of all statements contained in this certification as may be deemed necessary in arriving at a decision regarding my participation. I understand that false or misleading information given in this certification, or employment records, or interview(s) with my organization shall result in immediate termination to perform services for, or on behalf the school district. I also understand that I am required to abide by all of the school district's applicable policies, rules and regulations. I authorize the investigation of my personal and/or employment history and authorize any former employer, person, firm, corporation, school, college, governmental or law enforcement agency to disclose pertinent information they may have regarding me. This authorization shall remain in effect during the course of my providing services as an agent, employee or volunteer with the school district for the purpose of verifying any information contained in this certification. In consideration of the review of this certification, I release the school district and all providers of information from any liability as a result of furnishing and receiving this information. I understand that my ability to serve as an agent, employee or volunteer may be predicated upon the truthfulness of my answers in this certification and the results of any criminal background check concerning felony or misdemeanor convictions. My acceptance and or agreement below constitutes a waiver of any rights I may have to inspect and review confidential references and all other materials requested and/or submitted on a confidential basis regarding this certification.

Signature Date

Sworn and subscribed to before me
by _____ this ____ day of _____, 20____.

Witness My Hand And Official Seal

My Commission Expires: _____

By: _____