FISCAL MANAGEMENT

Guidelines for School Fund-Raising Activities

The following guidelines are necessary to ensure appropriate procedures are followed; fund-raising activities contribute to the education of Prince William County Public School students and serve as positive endeavors which foster a sense of responsibility and commitment, as well as a sense of pride in the school, club, or activity.

I. Authorization Requirements for Fund-Raising Activities

All fund-raising activities shall be approved in advance by the school principal and the appropriate associate superintendent. (See Section VI, Paragraph D, for approval requirements.)

A. All fund-raising requests planned for the upcoming school year shall be submitted to the appropriate associate superintendent on the Planned Fund-Raising Activities form (Attachment 1). All sections of the form shall be completed. The completed form shall be submitted to the appropriate associate superintendent in a timely manner at least 15 days prior to the date for the fund-raiser venture listing to be submitted to the Superintendent or his/her designee as indicated in B and C below.

B. The listing of all planned student/faculty/administrative fund-raising ventures is to be submitted to the Superintendent or designee no later than July 30 of the school year preceding the fund-raising activities. An interim report for the second semester shall be submitted by the school bookkeeper no later than November 30.

C. The listing of all planned parent-group (e.g., PTA, PTO, Boosters, etc.) fund-raising ventures should be submitted to the Superintendent or designee no later than October 30 of the school year in progress. An interim report for the second semester should be submitted no later than January 30.

D. Special requests for additional fund-raising activities to be added to the list after the deadlines in paragraphs B and C above, shall be submitted through the appropriate associate superintendent.

E. Schools are only authorized to participate in Fund-Raising Activities that are in accordance with all PWCS Terms and Conditions. PWCS cannot agree to Terms and Conditions—either in print or posted on websites—that include paragraphs dealing with Indemnity/Hold Harmless Provisions; Requirements that PWCS must pay Attorney/Collection Fees; and Governing Law/Jurisdiction that is other than the Commonwealth of Virginia. This pertains to fund raisers that may have
an Internet component to their traditional brochure sales, as well as crowdfunding and other Internet-only fund raisers. The schools are responsible for reviewing a vendor’s Terms of Service (the small print) prior to committing to a specific fund raiser. Schools who disregard this directive proceed at their own risk. PWCS is not liable for problems encountered by the schools which proceed to set up accounts with Internet fund raisers. Parent-Group Organizations (e.g., PTA, PTO, Boosters, etc.) coordinating fund raisers are not bound by this restriction. It is in the best interests for a school or club to have Parent-Group Organizations (e.g. PTA, PTO, Boosters, etc.) coordinate any fund raisers that may contain an Internet component with automatic acceptance of Terms and Conditions that are non-compliant with PWCS regulations.

F. All fund-raiser vendors signing the Fund-Raising Activities Contractor’s Agreement after December 2015 are obligated to submit for their contract file, the signed Fund-Raising Contractor’s Agreement, a signed Certificate of Compliance, a signed W-9 form, Vendor Information Form, and Certificate of General Liability insurance ($1,000,000) on the ACORD 25 form. Vendors who manufacture the products to be sold during the fund raiser must also provide proof of Product Liability insurance ($1,000,000).

G. No one organization shall be granted a building use permit for fund-raising activities more than twice each school year at each school, and no school shall permit such activities more than 10 times each school year. The operation of a concession stand by a parent-group organization at school-related activities does not require a building use permit and is considered one activity.

H. Fund-raising activities approved by the principal must support the budgeted activities for the requesting organization.

I. Principals are the approval authority for those activities in which the student deals directly with a vendor and there is no profit collected by the school or student organizations; e.g., senior class rings, graduation announcements, etc.

II. Authorization Requirements for Charitable Gaming as a Fund-Raising Activity

A. Charitable gaming; i.e., raffles, bingo, guessing games, and other similar games of chance, is prohibited as a student/faculty/administrative fund-raising activity.

B. Parent-group organizations, including 501c3 organizations, may sponsor charitable gaming fund-raising activities provided the organization:
1. Obtains approval of the school principal and associate superintendent;

2. Is in compliance with the “Code of Virginia” §18.2-340 and local legislation on the subject of charitable gaming;

3. Is in compliance with all regulations and conditions established by the Commonwealth of Virginia Gaming Board and the Prince William County School Board; and

4. Ensures that charitable gaming activities do not take place during regular school hours.

C. Gambling, in any form, is prohibited.

III. General Guidelines for Principals

A. For each fund-raising venture that is to be approved by the associate superintendent, the principal is responsible to ensure that the vendor providing the fund-raising products/services/activities has completed and submitted the “Fund-Raising Activities Contractor’s Agreement” (Attachment 2) including the Certificate of Compliance (Attachment 3) as per the “Code of Virginia” §22.1-296.1, a signed W-9 form, Vendor Information Form, and Certificate of General Liability Insurance ACORD 25 form to the Purchasing Office. (See section VI, Guidelines for the Purchasing Office’s Fund-Raising Contractor/Vendor List, Approval Requirements.)

B. When contracting for approved fund-raising products/services/activities, principals are authorized to exercise their delegated authority as identified in Purchasing Regulation 470-1 and must comply with purchasing policies, procedures and regulations therein.

C. Principals are responsible for developing adequate safeguards when students are raising funds in the community. Guidelines shall be designed to ensure student safety and proper student conduct. These safeguards shall include, but are not limited to:

- Elementary and middle school students may not participate in door-to-door fund-raising activities.

- Senior high school students may conduct door-to-door fund-raising in pairs.
• Adequate teacher/adult supervision of all fund-raising activities is required.

• Fund-raising activities must be conducted during reasonable hours; e.g., senior high school students should not be knocking on doors after 8 p.m. or before 9 a.m.

• A student identification system is required.

• Procedures must be developed to ensure the safety and accountability of funds.

D. Funds derived from student/faculty/administrative fund-raising activities shall be handled according to Purchasing, Regulation 470-1; School Activity Funds, Policy 354; and Management of Student Funds, Regulation 354.01-1.

E. Principals are responsible for working with student/faculty/administrative and parent-group organizations to ensure that they have adequate planning time for their fund-raising activities and to ensure that they understand and comply with School Board policies and all Divisionwide regulations. However, all planning, organizing, and implementing of parent-group fund-raising activities shall be the responsibility of the adult members of the organization.

F. Class instructional time shall not be used to distribute information or collect funds related to any fund-raising activity.

G. Principals shall ensure that no foods or beverages shall be sold to students during established meal periods other than those sold by PWCS School Food and Nutrition Services and all foods sold during the school day shall meet the healthy nutrition standards listed in the PWCS Wellness Plan (Regulation 275-1, January 2015).

H. Principals shall ensure any and all advertising of fund-raising products/services/activities in the school is in compliance with Commercial Advertising, Policy 923 and Distribution of Communications from Outside Sources, Regulation 925-1.

IV. Elementary and Middle School Specific Guidelines

A. Elementary and middle school students are prohibited from participating in door-to-door fund-raising for both school and parent-group sponsored activities.
B. Elementary and middle school fund-raising activities should be limited to such activities as book fairs, brochure sales, sales of food items, candy bars, spirit wear, giftwrap, and discount cards/coupon books.

V. Senior High School Specific Guidelines

A. Each senior high school shall have no more than 15 activities in which students are going door-to-door on selling/soliciting campaigns.

B. Senior high school students who participate in door-to-door fund-raising must do so in pairs and have adequate teacher/adult supervision.

VI. Guidelines for the Purchasing Office’s Fund-raising Contractor/Vendor List

A. The Purchasing Office shall maintain a listing of fund-raising contractors/vendors that have completed and submitted to the Purchasing Office all the required documentation; i.e., the “Fund Raising Activities Contractor’s Agreement,” Certificate of Compliance, Certificate of General Liability Insurance ACORD 25 form, Vendor Information Form, and W-9 form.

B. The Purchasing Office will update the list throughout the school year on an “as needed” basis to incorporate the addition of new vendors and changes such as updating vendor addresses, telephone numbers, etc., as well as vendor deletions.

C. The Purchasing Office will post each updated list on the Master Agreement/Contract Summary list on the PWCS’ Purchasing webpage.

D. Although schools are encouraged to use the Purchasing Office’s fund-raising contractor/vendor list, schools are not limited to the vendors on the list. When a school desires to use a fund-raising contractor/vendor that is not listed, the principal is required to ensure that the vendor submits all required paperwork; e.g., “Fund-Raising Activities Contractor’s Agreement,” the Certificate of Compliance, Certificate of General Liability Insurance, Vendor Information Form, and a W-9 form— prior to allowing the vendor to provide goods or services to the school. Simply listing the fund raiser on the Planned Fund-Raising Activities form (Attachment 1) does not constitute approval in compliance with this Regulation. Said documents shall be maintained on file at the school. And, the school is required to send copies of this documentation to the Purchasing Office.
The Associate Superintendent for Finance and Support Services, or designee, is responsible for implementing and monitoring this regulation.

The Associate Superintendent for Finance and Support Services, or designee, is responsible for reviewing this regulation in 2019.
PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
Planned Fund-Raising Activities

School Year:___________  School:_________________________________________  Principal:__________________

Principals are again reminded that raffles and other games of chance are prohibited to students.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>NO. OF ACTIVITIES</th>
<th>SPONSORING ORGANIZATION</th>
<th>FUND-RAISER VENDOR</th>
<th>APPROXIMATE DATE &amp; TIME</th>
<th>BRIEF DESCRIPTION OF ACTIVITY</th>
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Being listed on this form does not indicate that Fund Raiser has been approved. Vendor is approved ONLY if its name appears on the Fund-Raising Services Contract Listing (Master Agreement) of Approved Vendors OR the vendor has submitted to the school principal the following documents: Fund-Raising Activities Contractor’s Agreement, Certificate of Compliance, Vendor Information Form, W-9, and Certificate of General Liability Insurance. Principal will submit all forms to the Purchasing Office for review and approval.

Principal:_________________________________________________________  Date:_____________________________

Associate Superintendent:___________________________________________  Date:_____________________________
This agreement entered into the ________ day of _____________________, _______ by and between the Contractor and Prince William County School Board, P.O. Box 389, Manassas, VA 20108, hereinafter referred to as “Prince William County Public Schools,” “Purchasing Agency” or “PWCS,” agrees to the following:

Products, Services, and Activities: The Contractor shall provide all necessary materials, equipment, supplies and labor resources to provide the following professional top-quality fund-raising products, services, and activities: Contractor shall list the type(s) of products/services/activities to be provided below; e.g., brochure sales—pizza, cookie dough, gift items, candles; purchase for resale—holiday wreaths, etc.

Commission/Profit: Contractor proposes the commission and/or profit rate of ___________% for the aforementioned fund-raising product/services/activities.

Period of Contract: Contract term begins upon execution date of this document. There is no expiration date. Approved vendor will remain on the Approved Fund-Raising Contractor’s List until the Contractor requests that its name be removed or until PWCS determines it no longer wishes to do business with the vendor.

Contract Administrator/Technical Point of Contact: The Contract Administrator in the Purchasing Office, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance. Individual schools may work directly with the Contractor in scheduling, coordinating, and answering technical questions in connection with the scope of services, and providing general direction under the resulting contract(s). The primary users at each site under this contract will be identified by the individual schools.

Contractor’s Responsibilities: The Contractor shall provide all necessary materials, equipment, supplies, and labor resources to provide professional top-quality fund-raising activities in accordance with the following minimum requirements:
1. General:
   a. All fund-raising products should be competitive in nature when compared to average retail product value of like or similar items.
   b. The Contractor shall not disengage students from instructional class time for any purpose related to the fund-raiser.
   c. The Contractor shall be advised that no foods or beverages shall be sold to students during established meal periods other than those sold by PWCS School Food and Nutrition Services and all foods sold during the school day shall meet the healthy nutrition standards listed in the PWCS Wellness Plan (Regulation 275-1, January 2015).
   d. The Contractor shall be advised that elementary and middle school students shall not participate in door-to-door fund-raising activities for school or parent-group-sponsored activities. Senior high school students shall conduct door-to-door fund-raising activities in pairs and have adequate teacher/adult supervision.
   e. The Contractor shall maintain such personal injury and property damage liability as necessary to protect itself from claims arising out of the performance of any resulting contract. With this signed Agreement, the Contractor shall provide a Certificate of General Liability Insurance, ACORD 25 form, documenting general liability coverage of $1,000,000. If the Contractor manufactures the items being sold, proof of $1,000,000 of product liability insurance is also required.
   f. The Contractor shall maintain the confidentiality of all personal information obtained as a result of providing services under this contract. Personal information includes, but is not limited to, name, address, phone number, work/school location, etc. Firms may only use this information for purposes required by this contract. Failure to comply with this requirement will result in immediate cancellation of this contract. Contractor shall not release, disclose, sell, distribute, or otherwise use any PWCS staff members’, parents’ and/or students’ personal information.

2. Personnel:
   a. The Contractor agrees that as a condition for providing the services required under this contract to certify that neither the Contractor nor any employee(s) assigned to perform the services in the presence of students during regular school hours or school-sponsored activities have been convicted of a felony or any offense involving sexual molestation or physical or sexual abuse or rape of a child.
   b. The Contractor shall complete and return the attached “Certification of Compliance” form (Attachment 3) along with this signed agreement.
   c. The Contractor shall provide experienced and accessible representatives who will work with school personnel to answer any question regarding ordering procedures or financial matters pertaining to the individual services required.
   d. The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that they may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees to be fully responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees.
   e. The Contractor shall comply with the PWCS’ conflict of interest regulation and/or the State and Local Government Conflict of Interests Act, the “Code of Virginia” § 2.2-3100 et seq.

3. Contact Persons and Phone Numbers:
   a. The Contractor should make available to the schools a designated contact person who shall respond to requests within two working days.
   b. The Contractor shall provide contact information on the Vendor Information Form (Attachment 4) including contact’s name, local or toll-free telephone number and an email address.
4. **Incentives/Costs:**
   a. All cost for promotional/ordering materials, incentives, prizes, and awards to students shall be borne by the Contractor and shall not impact the profit from gross to the school. Incentives, prizes, and awards to students shall not be in the form of additional products to be sold nor in the form of cash or monetary equivalents. PWCS will not issue a check or any form of payment or reduction/offset of net profits to the Contractor for incentives, prizes, and awards.
   b. All Contractors’ overhead costs; e.g., travel, hourly rates, supplies, order forms, catalogs, printing, incentives, prizes, miscellaneous support services, etc., shall be borne by the Contractor and shall not impact the profit from gross to the school. No extra charges shall be allowed.
   c. Additional incentives that can be offered to PWCS may be listed on an attached page.

5. **Promotional and Ordering Materials:**
   a. The Contractor shall provide, at no cost, a sample of all literature, ordering forms, and prize incentives to PWCS for approval prior to any distribution to the students.
   b. The Contractor shall provide, at no cost, sufficient quantities of all brochures, order forms, parent letters, collection envelopes, and other promotion material as needed for a successful campaign.

6. **Orders:**
   a. Shipping charges, if any, shall be clearly disclosed to the school by the Contractor before any fund-raising activity is authorized.
   b. The Contractor shall accept all orders as “inside” delivery.
   c. The school shall not be responsible for advancing money or prepaying for any products or services.
   d. The Contractor shall not stipulate or require minimum orders.

7. **Delivery and Distribution:**
   a. The Contractor shall deliver orders sorted and packaged as agreed to by the individual school; e.g., boxed by homeroom and alphabetically sorted by student.
   b. The Contractor shall accept all orders as “inside” delivery.
   c. Delivery hours at PWC schools are between 8 a.m. and 3 p.m. on school days, excluding PWCS’ holidays.

8. **Returns:**
   a. The Contractor shall give a full refund to the school for all damaged and/or defective products.
   b. All costs for the return of damaged and/or defective products shall be borne by the Contractor.

9. **Invoices, Payment Terms, Documentation, and Reports:**
   a. Upon completion of the fund-raising activity, the Contractor shall provide each school a written report of the entire order and a financial summary that details all goods sold, receipts, expenditures, sales, and profit along with the request for payment (invoice) directly to the school’s bookkeeper.
   b. Upon request, the Contractor shall provide the Purchasing Office with an annual financial summary report including, but not limited to, sales and net profit, of all its fund-raising activities in PWCS.
   c. All funds collected by the school are to be maintained in an internal school account until such time as all prizes are awarded and any/or all required action relative to the campaign is complete.
   d. The Contractor shall be paid on the basis of invoices submitted, to be paid net 30 days from receipt of invoice or completion, acceptance, and approval of services by an authorized PWCS official, whichever is later. Payment shall be made after satisfactory performance of the contract in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. The School Board reserves the right to withhold any or all payments or portions thereof.
for Contractor’s failure to perform in accordance with the provisions of this contract or any modifications thereto.

e. The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for no less than three years after final payment. PWCS, its authorized agents, and/or auditors, reserve the right to perform or have performed an audit of the records of the Contractor and therefore shall have full access to and the right to examine any of said materials, upon giving reasonable notice during said period.

AGREEMENT ACCEPTANCE

FUND-RAISING ACTIVITIES CONTRACTOR’S AGREEMENT

This Document shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods and/or services described herein.

By signing this Agreement, the Contractor agrees to PWCS’ Terms and Conditions and acknowledges the review and acceptance of PWCS Regulation 341-1, Fiscal Management, “Guidelines for School Fund-Raising Activities.”

CONTRACTOR:

____________________________________
Authorized Signature

____________________________________
Printed/Typed Name

____________________________________
Title

____________________________________
Business Name

____________________________________
Address

____________________________________
Telephone Number

____________________________________
Fax Number

____________________________________
Email address

____________________________________
Date

PURCHASING AGENCY:

____________________________________
Authorized Signature

____________________________________
Jim Totty, CPPO, C.P.M. Name

____________________________________
Supervisor of Purchasing Title

____________________________________
Date

____________________________________
Business Name

____________________________________
Address

____________________________________
Telephone Number

____________________________________
Fax Number

____________________________________
Email address

____________________________________
Date
CERTIFICATE OF COMPLIANCE
“Code of Virginia” §22.1-296.1

As a condition of contract award, Contractor/Vendor providing contracted services requiring direct contact with students on school property during regular school hours or school-sponsored activities/programs shall execute this document certifying that neither the Contractor nor any employee of the Contractor has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child or a barrier crime as defined and regulated under VA statutes 19.2-392.02 and 63.2-1719 through 1725 as applicable.

This certification shall be binding upon the Contractor and their employees providing services throughout the term of the contract or purchase order, including any extensions or renewals.

Contractor/Vendor acknowledges that, pursuant to the “Code of Virginia” §22.1-296.1 (A), any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

Company Name

Purchase Order/Contract/Solicitation #

Company Address

Company Phone Number

Print Name of Authorized Representative

Authorized Representative Title

Authorized Representative Signature

Date

Revised 2/24/2016
The following vendor information is required with all IFB/RFP responses along with a completed and signed W-9 form:

**Ordering Address:**

Legal Business Name: ________________________________

D/B/A: __________________________________________

Address: _________________________________________

City, State, Zip: ____________________________

Phone: __________________ Fax: __________________

Email Address: ____________________________

Tax ID#: _____________________ SCC#: ________________

**Remittance Address:** Check box if same as above □

Legal Business Name: ________________________________

Address: _________________________________________

City, State, Zip: ____________________________

**Contact Information:**

Name: __________________________________________

Title: ___________________________________________

Phone: __________________ Fax: __________________

E-mail Address: ________________________________

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**Attention Vendors:** Visit the PWCS Purchasing Office website at [http://purchasing.departments.pwcs.edu](http://purchasing.departments.pwcs.edu) to:

- Register online, click on “Vendor Registration”
- Obtain a W-9 form and instructions