#### SECOND AMENDMENT TO SOFTWARE SERVICES AGREEMENT BETWEEN JOSTENS, INC. AND POUDRE SCHOOL DISTRICT R-1

This Second Amendment ("Amendment") effective as of the 20th day of January, 2025, is attached to and forms part of the Software Services Agreement between and Poudre School District R-1 (the "District") and Jostens, Inc. (the "Contractor") executed March 14, 2023 and the First Amendment to the Agreement executed March 20, 2024 ("Agreement"), both of which are attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

 Purpose of Amendment. This Amendment shall constitute the Second Amendment to the Agreement between the District and the Contractor. The purpose of this Second Amendment is to amend the terms and deliverables between the District and Contractor.

#### Term of Agreement.

2.1. At the conclusion of the term dated June 30, 2025, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on July 1, 2025 through June 30, 2026.

#### 3. Special Provisions.

- 3.1. Terms and Conditions. With the exception of items explicitly delineated in this Second Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.
- 3.2. Exhibit B is deleted hereby in its entirety.
- 3.3. Replace Exhibit B with Contractor's Jostens Base Pricing, hereby attached to this Second Amendment and made part of this Agreement.
- 3.4. Exhibit C is deleted hereby in its entirety.
- 3.5. Replace Exhibit C with Contractor's Student Data Information Request for Software Services, hereby attached to this Second Amendment and made part of this Agreement.
- 3.6. Add Exhibit D with Poudre School District's Photography Tech Services with Students Insurance Requirements.

#### 4. General Provisions.

4.1. Entire Agreement. The original Agreement, the First Amendment and this Second Amendment, 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.
- 4.2. <u>Signatures</u>. 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the District and the Contractor have signed this Amendment as of the Effective Date.

JOSTENS, INC.

POUDRE SCHOOL DISTRICT R-1

By: Tammy Whitaker

Tammy Whitaker SVP & GM Yearbook na Dave Montova (Mar 4, 2025 09:41 MST)

R. David Montoya Chief Finance Officer/ Chief Operations Officer

By: Insoon Olson (Mar 4, 2025 09:28 MST)

Insoon Olson Assistant Superintendent



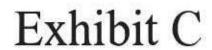
## **Jostens Base Pricing**

#### »YEARBOOK:

Soft Cover, 16 pages, 50 copies \$844.

#### »SCHOLASTIC:

Padded Diploma Cover (8x6) no stamping, four corner pockets \$2.40 (minimum 50 pieces) Diploma (8x6) with engraved state seal, hand signatures \$2.10 (minimum 50 pieces)





### **Poudre School District**

Clear Form

#### STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

Colorado's Student Data Transparency and Security Act [C.R.S. Section 22-16-101 et seq.] requires Poudre School District (PSD) to set forth certain contractual requirements before agreeing to the use of products that share student data. Due to the specificity of this language, PSD has opted to use its own contract to ensure compliance and alignment with the law and U.S. Department of Education recommendations regarding National Institutes of Standards and Technology Guidelines for Media Sanitization.

The law defines Student Identifiable Data as all items which are collected, maintained, generated, or inferred through use of the service, which includes metadata. This means any data element in the software's data table that can be connected to a student must be transparently identified along with how the data will be used. Because this may be different from what the company has reported under the Family Educational Rights and Privacy Act (FERPA), the District recommends pulling the data table to include all data elements.

Please provide the following information to facilitate the contracting process:

- 1. Detailed, formal description of product and scope of work to be completed.
  - Descriptions should not include wording such as "most used" or "used by X number of schools."
  - Service descriptions should be detailed and free of sales language so it's clear what's being purchased.

Printing and publication of yearbooks, assist with marketing as authorized to do so by the school.

- 2. What student data is collected through use of the system?
  - List all student data that's collected, maintained, generated, or inferred through use of the service; this includes information created or collected by the company.

| Student                      | Teacher | Admin             | Meta Data                |
|------------------------------|---------|-------------------|--------------------------|
| First & last name            |         | Local School ID # | IP Addresses of users,   |
| Student grade level          |         |                   | Use of cookies           |
| Homeroom<br>Yr of Graduation |         |                   | User interaction with ap |
|                              |         |                   |                          |

| 3. What is the purpose of collecting student data?   |
|--|
| Printing and publication of yearbooks, assist with marketing as authorized to do so by the school.   |
|  |
| 4. What third parties does the company partner with who may receive student data in any format?  |
| <ul> <li>This includes storage and vendors receiving encrypted data.</li> </ul>  |
| Jostens will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on Jostens by state and federal laws and regulations, and the Contract. |

#### 6. Please provide:

- · Current quote (if available)
- · Tiered pricing for future purchases

5. What is the purpose of the third-party partners?

- Name and email for contract notices
   Dana Weiss, dana.weiss@jostens.com
- Name and title of person who will sign the contract
   Tammy Whitaker, VP & GM Yearbook
- Does the system allow integration for rostering?

O Yes xNo

If the above answer is yes, how is it completed?

The following pages contain an example that will serve as a guide for the company's IT team; these items are known as data tables or data dictionaries.

PSD must have specific information from the company in a separate document, which will become an exhibit to the contract. Links to online privacy policies will not be accepted; these policies must be transparently identified in a static document.

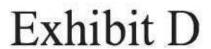
## What Student Data is collected through the use of the system?

| Data Collected                  | General Purpose of Data Collection                                   |
|---------------------------------|--|
| Access Time                     | User research to improve the experience & provide technical support  |
| Assessment Scores               | Used for teacher data collection                                     |
| Badges Earned                   | Used for teacher data collection                                     |
| Browser Type                    | User research to improve the experience & provide technical support  |
| Browser Version                 | User research to improve the experience & provide technical support  |
| Contest Points                  | Used for teacher data collection                                     |
| Device ID                       | User research to improve the experience & provide technical support  |
| Device Type & OS                | User research to improve the experience & provide technical support  |
| Game Time Earned                | Used for teacher data collection                                     |
| IEP Progress Percentage         | Used for teacher data collection                                     |
| IEP Standards Passed            | Used for teacher data collection                                     |
| IP Address                      | User research to improve the experience & provide technical support. |
| Lesson Questions                | On Manager than the second   |
| Correct/Incorrect               | Used for teacher data collection                                     |
| Lesson Scores                   | Used for teacher data collection                                     |
| Machine Model                   | User research to improve the experience & provide technical support  |
| Operating System                | User research to improve the experience & provide technical support  |
| Placement test scores           | Used for teacher data collection                                     |
| School Address                  | Required to support product functionality                            |
| School Pax Number               | Optional   |
| School Leader Email Address     | Optional   |
| School Leader First & Last Name | Optional   |
| School Leader Password          | Optional   |
| School Leader Role              | Optional   |
| School Name                     | Required to support product functionality                            |
| School Phone Number             | Required to support product functionality                            |
| Standard Mastery Percentage     | Used for teacher data collection                                     |
| Standards Mastered              | Used for teacher data collection                                     |
| Student Answers on Lesson       | Used for teacher data collection                                     |
| Student First & Last Name       | Required to support product functionality                            |
| Student Grade Level             | Required to support product functionality                            |
| Student ID number               | Optional   |

| Student Password                  | Required to support product functionality |
|-----------------------------------|---|
| Student Username                  | Required to support product functionality |
| Teacher Email Address             | Required to support product functionality |
| Teacher First & Last Name         | Required to support product functionality |
| Teacher Password                  | Required to support product functionality |
| Time on Lesson                    | Used for teacher data collection          |
| Time Spent in Subjects            | Used for teacher data collection          |
| Time Spent on individual problems | Used for teacher data collection          |

## What third-parties does the vendor partner with? Who may receive Student Data in any format?

| Vendor            | URL                                  | Description                    |
|-------------------|--------------------------------------|--------------------------------|
| Rackspace         | rackspace.com                        | Web hosting                    |
| Amazon AWS        | aws.amazon.com                       | Web hosting                    |
| Wormly            | wormly.com                           | Alerts and monitoring          |
| Realtime          | framework, ealtime.com               | Cloud based realtime messaging |
| Twilio            | twillo.com                           | SMS messaging                  |
| Sendgrid <b>a</b> | sendgrid.com                         | Email delivery                 |
| Mailchimp         | mailchimp.com                        | Email list<br>management       |
| Clever 1          | clever.com                           | Student rostering              |
| Edmodo            | edmodo.com                           | Student rostering              |
| Oneroster         | oneroster.com                        | Student rostering              |
| Freshdesk         | freshdesk.com                        | Customer<br>support            |
| Google Classroom  | developers.google.com/class-<br>room | Student rostering              |
| Salesforce        | salesforce.com                       | CRM                            |



#### Poudre School District Photography Tech Services with Students Insurance Requirements

Insurance. Provider, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A- VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds. Insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider 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 shall not reduce the indemnification liability that Provider has assumed in section 11.

Provider shall furnish the District 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. Such certificates shall specifically state the inclusion, or the coverages and the provisions set forth herein and shall state whether the coverage is written on a "claims made" or "per occurrence" basis. For any policies written on a "claims made" basis, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Receipt, review, or acceptance by the District of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Provider from its obligation to meet the insurance requirements contained herein. Memorandums of Insurance will not be accepted. Certificates of insurance must be sent to: COI@psdschools.org.

#### Commercial General Liability

#### Minimum Limits

Each Occurrence Bodily Injury & Property Damage

\$2,000,000

General Aggregate

\$3,000,000

- Coverage must be written on an "occurrence" basis.
- Volunteers shall be included as insureds.
- Coverage shall not exclude claims for sexual abuse/molestation.
- Coverage shall not exclude claims for corporal punishment.
- Poudre School District R-1 and its elected officials, employees, agents, and
  volunteers shall be named as an additional insured or covered as an additional
  insured by way of a blanket endorsement and shall be insured to the full limits of
  liability purchased by the Provider even if those limits of liability are in excess of
  those required by this Agreement.

#### Technology Errors & Omissions and Network Security & Privacy

#### Minimum Limits

Per Loss \$1,000,000Aggregate \$3,000,000

Liability extends for a period of three (3) years beginning at the time work under this
Agreement is completed. Provider shall maintain continuous coverage, as required
by the Agreement, for this period.

If the services include collecting, receiving and/or storing Personal Identifiable Information (PII), the insurance must also provide coverage for:

- Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Provider's services including denial of service, unless caused by a mechanical or electrical failure.
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

#### Workers' Compensation and Employers' Liability

#### Minimum Limits

State of Colorado Statutory
 Employer's Liability \$100,000 Each Accident

\$500,000 Disease – Policy Limit \$100,000 Disease – Each Employee

Waiver of subrogation in favor of Poudre School District R-1.

#### FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT BETWEEN JOSTENS, INC. AND POUDRE SCHOOL DISTRICT R-I

This First Amendment ("Amendment") effective March 20, 2024, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Jostens, Inc. (the "Contractor") executed March 14, 2023 ("Agreement"), hereby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Agreement by adding the following language:

 Purpose of Amendment. This Amendment shall constitute the First Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.

#### 2. Term of Agreement.

2.1. At the conclusion of the term dated June 30, 2024, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on July 1, 2024 through June 30, 2025.

#### 3. Special Provisions.

- 3.1. Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.
- 3.2. Within section 9.0, delete the language which has a strikethrough and replace with the following language which is underlined:

Poudre School District R-1 Attn: Tracy Stibitz 2407 LaPorte Avenue Fort Collins, CO 80521

E-mail: tstibitz@psdschools.org

Poudre School District R-1 Attn: <u>Contracts Administrator</u> 2407 LaPorte Avenue Fort Collins, CO 80521

E-mail: contracts@psdschools.org

#### 4. General Provisions.

- 4.1. Entire Agreement. The original Agreement and this First Amendment 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.
- 4.2. 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.

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

JOSTENS, INC.

POUDRE SCHOOL DISTRICT R-1

| By: Fammy Whitaker | By: & David Montaya |
|--------------------|---------------------|
| By:                | By:                 |
|                    |                     |

Name: Tammy Whitaker Title: SVP & GM Yearbook R. David Montoya Chief Finance Officer

By 2noon (Mar 25, 2024 14:53 MDT)

Insoon Olson Assistant Superintendent

#### SOFTWARE SERVICES AGREEMENT BETWEEN JOSTENS INC. AND POUDRE SCHOOL DISTRICT R-1

This Software Services Agreement ("Agreement") is entered into this 14th day of March 2023, by and between Poudre School District R-1 (the "District") and Jostens, Inc. (the "Contractor"). The District and the Contractor are 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:

#### Term of Agreement.

1.1. This Agreement shall commence on July 1, 2023 and continue through and including June 30, 2024, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms.

#### Deliverables and Purchase Price.

- 2.1. The Contractor shall make its printing and binding yearbooks services, online designs platform, literary magazine and planners for use in the District, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the "Services").
- 2.2. The cost for all Services under this contract shall not exceed the pricing set forth on the attached Exhibit A hereby and made part of this Agreement.
- 2.3. Additional District schools may participate in Services under all terms and conditions specified within this Agreement, not to exceed the term within section 1.1. This Agreement in no way binds the District or District Schools to exclusive use of Contractor's Services. Discretion to utilize Services is under the direction of each District School Principal or Principal designee. District Principals or Principal designee will adhere to applicable laws, regulations, and District policies.
- 2.4. Fulfillment of Services under the terms and conditions set forth in this Agreement shall be exclusively through the issuance of a District purchase order.
  - 2.4.1. The Contractor shall provide the contact in section 9 a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.
  - Site-based credit cards and/or site-based restricted checks shall not be permitted for payment.
  - 2.4.3. Services provided by Contractor without conforming to section 2.4 of the Agreement shall be considered unauthorized and payment may not be issued by the District.
  - Contractor shall assure compliance with the District Policy DJG/DJGA, attached as Exhibit B and hereby made part of this

Agreement, direct communication with schools or sales must be approved by contact in section 9 of this agreement.

- 2.5. <u>Use of Logos.</u> The District grants the Contractor a limited, revocable, non-exclusive right to use the District and/or its school logos specifically provided to Contractor to display on Contractor's products developed for District and/or its schools. Such use shall be subject to the terms of this Agreement and to any limitations communicated by the District at any time and may be suspended, revoked or terminated by the District at any time for any reason. Any District and/or its school logos used by the Contractor shall be and remain at all times the sole and exclusive property of District. District and/or its school logos may not be revised or altered in any way and must be displayed in the same form as produced and provided by the District, including the use of applicable trademark and/or copyright notices. District and/or its school logos must be used in a professional and lawful manner and may not be used in any manner that (1) discredits the District and/or its schools, the District's Board members, employees, representatives and/or agents or tarnishes any of their reputations or goodwill, (2) is false or misleading, including any mischaracterization of the relationship between the District and Contractor, (3) violates the rights of others, District policies and/or federal and state laws, or (4) is inconsistent with the District's educational values.
  - 2.5.1. All marketing materials developed by the Contractor using District or school logos must comply with District Standards of Use to ensure proper display of District or school logo. The District's Executive Director of Communications or designee reserves the right to review, modify or revoke material which include any District or school logos.
  - 2.5.2. For any digital or print collateral materials bearing District or school logos, prior to being finalized for use, will be submitted by the Contractor to the Executive Director of Communications for review and approval of use.

#### 2.6. Confidential Information.

2.6.1. 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, which would include contact with students, 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.

- 2.6.2. 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.
- 2.6.3. Contractor Digital Tools. In consideration of payment of any required license fee and agreeing to any applicable license agreements, terms of use, and policies for any digital tools, for the term of this Agreement, Contractor grants District a limited, non-assignable license to use certain of its proprietary local, online, mobile and cloudbased yearbook development software tools, fonts and clip art, apps, websites and environments (all such tools, apps, websites and environments made available to District, the "Jostens Digital Tools"), solely for the limited purpose of producing its publication with Contractor and for no other purpose. District acknowledges and agrees that the Jostens Digital Tools and all other materials supplied by Contractor are proprietary in nature and are owned or licensed by Contractor, and District agrees not to copy, duplicate, reverse engineer, or attempt to learn the source code of Jostens Digital Tools, or to rent, share, distribute or provide the Jostens Digital Tools to any third party. District is strictly prohibited from providing production materials in whole or in part, including but not limited to the publication created under this Agreement, created with the Jostens Digital Tools to a third party for printing, digitizing, reproduction or any other purpose. Upon termination or expiration of the relationship between District and Contractor, District will promptly return any Jostens Digital Tools to Contractor and destroy and delete any copies of Jostens Digital Tools and any login credentials provided. Certain products of Adobe Corporation or other third parties may be required for use of the Jostens Digital Tools, and District acknowledges that Contractor is not obligated to provide training or other support for third-party products.
- 2.6.4. 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.

- 2.6.4.1. 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 2.6.3.1, 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.
- 2.6.5. 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.
- 2.6.6. 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-àvis the party making the CORA request.

- 2.7. <u>Invoicing.</u> Contractor will provide invoices for the Services at the rate specified in B. Invoices shall be submitted to the Accounts Payable Department within thirty (30) days of receipt of Purchase Order. Invoices for Services shall include name of provider, dates of Services conforming to section 1.1, location for Services and a description of the Services provided.
  - 2.7.1. 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.
  - 2.7.2. Invoices which do not conform with the agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.
  - 2.7.3. 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.
  - 2.7.4. Invoices shall be sent to ap@psdschools.org.
  - Tax Exemption. The District is exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.
- 2.8. The Contractor grants the District a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit authorized users to access and use the Services solely in the United States during the term of the Agreement.
- 2.9. The District shall access and use the Services solely for non-commercial instructional and administrative purposes within the District. Further, the District shall not, except as expressly authorized or directed by the Contractor: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Services, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer Services or otherwise use the Services to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Services; (d) rent, lease or lend the Services or use the Services for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in

the Services; or (f) permit any authorized user or third party to do any of the foregoing. The District also agrees that any works created in violation of this section are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.

- 2.10. The District agrees, subject to the limited rights expressly granted hereunder, that all rights, title and interest in and to all Services, including all related IP Rights, are and shall remain the sole and exclusive property of Contractor or its third-party licensors, "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. The District shall notify Contractor of any violation of Contractor's IP Rights in the Services, and shall reasonably assist Contractor as necessary to remedy any such violation. Contractor Services are protected by patents.
- 2.11. The District understands and agrees that its students' access to and use of the Services under this Agreement may require that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 7 below at any time during or after the term of this Agreement the District may, as applicable, terminate the Agreement and/or disqualify the Contractor from future agreements with the District.

#### Definitions.

- 3.1. As used in this Agreement, "personally identifiable information" is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's social security number, student number or biometric record; and (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name.
- 3.2. As used in this Agreement, "education records" is defined as records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as the Contractor.
- 3.3. As used in this Agreement, "confidential student records and information" is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include "de-identified confidential student records and information," as defined in section 3.5 below.
- 3.4. As used in this Agreement, "collect" is defined as the gathering of data and other information by any means, including but not limited to the use of logs, cookies, tracking pixels, etc.

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- 3.5. As used in this Agreement, "de-identified confidential student records and information" is defined as confidential student records and information from which all personally identifiable information, and the ability to determine any personally identifiable information, is removed.
- 3.6. As used in this Agreement, "securely destroy" is defined as removing confidential student records and information from the Contractor's systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology ("NIST") SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Contractor's normal course of business.
- 3.7. As used in this Agreement, "eligible student" is defined as a student who is at least 18 years of age or who is legally emancipated.
- 4. Ownership of Confidential Student Records, Information. All confidential student records and information shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to intellectual property rights in the confidential student records and information, belong to and are retained solely by the District. The District hereby grants to the Contractor a limited, nonexclusive license to access, view, collect, generate and use confidential student records and information solely for the purpose of performing its obligations under this Agreement.

#### 5. Security of Confidential Student Records and Information.

- 5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Critical Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 to -112. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.
- 5.2. The Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. The Contractor shall promptly notify the District in the event of: (a) any security or privacy breach concerning confidential student records and information; and/or (b) any use or disclosure of student personally identifiable information not authorized under this Agreement.

#### Use of Confidential Student Records and Information.

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- 6.1. Under the Contract, Contractor may access, view, collect, generate and/or use confidential student records and information only under the following terms and conditions: (a) Contractor shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Contractor shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Contractor shall access, view, collect, generate and use confidential student records and information only to the extent necessary to perform its obligations under the Contract; and (d) at the conclusion of the term of the Contract Contractor shall, as directed by the District, either securely destroy all confidential student records and information in its possession, custody or control, or return such confidential student records and information to the District.
- 6.2. Contractor may use de-identified confidential student records and information for purposes of research, the improvement of its products and services, and/or the development of new products and services. In no event shall Contractor re-identify or attempt to re-identify any de-identified confidential student records and information.
- 6.3. Contractor shall promptly furnish to the District upon request all confidential student records and information collected and/or generated by Contractor and not in the District's possession. Such requests may include but shall not be limited to those made in order to respond to parent/guardian and eligible student requests to inspect and review education records as authorized under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and/or under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 to -206 ("CORA"). The District, not Contractor, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.
- 7. School Service Contract Provider. If Contractor is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"), the Contract is amended to add the language in this section 7. Under the Act, a "school service contract provider" is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a "school service." Under the Act, a "school service" is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.
- 7.1. As a school service contract provider under the Act, the Contractor has provided the following information the attached Exhibit C: (a) the data elements of confidential student records and information that Contractor collects under the Contract, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.

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- 7.2. Contractor shall facilitate the District's access to and correction of any factually inaccurate confidential student records and information as required in response to correction requests from parents/guardians and eligible students.
- Remedies. If Contractor fails to comply with any of the foregoing requirements in sections 4, 5, 6 or 7 at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Contractor from future contracts and subcontracts with the District.
- 9. 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 Jostens Inc. Attn: Tracy Stibitz Attn: Jef Myers

2407 LaPorte Avenue 3601 Minnesota Drive Suite 400

Fort Collins, CO 80521 Minneapolis, MN 55435 E-mail; tstibitz@psdschools.org Email: legal@jostens.com

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. The District's receipt of a Certificate of Insurance from the Contractor with limits and or coverages that do not meet the requirements does not waive the requirements and the Contractor shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. 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. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be addressed to:

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

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 10 shall not reduce the indemnification liability that Contractor has assumed in section 11.

#### Commercial General Liability

#### Minimum Limits

| a. | Each Occurrence Bodily Injury & Property Damage | \$2,000,000 |
|----|---|-------------|
| b. | General Aggregate                               | \$3,000,000 |
| c. | Products/Completed Operations Aggregate         | \$2,000,000 |
| d. | Personal/Advertising Injury                     | \$2,000,000 |

- e. Coverage must be written on an "occurrence" basis.
- f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement 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.

## Technology Errors and Omissions Liability (Professional Liability, including Network Security and Privacy Liability)

#### Minimum Limits

a. Per Loss \$1,000,000 b. Aggregate \$3,000,000

c. Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Contractor shall maintain continuous coverage, as required by the Agreement, for this period.

#### The insurance shall provide coverage for:

- a. Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Contractor's services including denial of service, unless caused by a mechanical or electrical failure.
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.
- 11. <u>Indemnification.</u> 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.
- 12. 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

Constitution or Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq, as now or hereafter amended.

#### General Provisions.

- 13.1. 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. Notwithstanding the foregoing, Contractor may assign this Agreement o a successor in connection with the sale of all or substantially all of its assets with written notice to the District.
- 13.2. 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.
- 13.3. <u>Amendment or Modification.</u> 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.
- 13.4. <u>Press Contacts/News Releases.</u> 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.
- 13.5. <u>Conflict of Terms.</u> 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.
- 13.6. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Contract 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.
- 13.7. 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.
- 13.8. 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.

- 13.9. <u>Binding Arbitration Prohibited</u>. The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary is null and void.
- 13.10. <u>Attorney Fees and Costs.</u> 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.
- 13.11. <u>Binding Effect.</u> This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.
- 13.12. <u>Headings.</u> The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.
- 13.13. 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.
- 13.14. <u>Signatures.</u> 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.
- 13.15. 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.

JOSTENS, INC.

POUDRE SCHOOL DISTRICT R-1

By: Tammy Whitaken

Tammy Whitaker Vice President and General Manager Yearbook By R David Montoya

R David Montoya (Mar 24, 2021 10, 32 MDT)

R. David Montoya Chief Finance Officer

By: Scott Nielsen (Mar 24, 2028 10.27 MIDS)

Scott Nielsen Assistant Superintendent of Secondary Schools Exhibit A

#### Jostens Yearbook Service Options

All services provided are subject to the contractor's tiered pricing and terms and conditions.

»YEARBOOK: Deliver high quality printed books with on-time delivery and guaranteed satisfaction.

May delivery of books unless mutually agreed upon alternate date.

»SOFTWARE: Provide access to Yearbook Avenue, Jostens proprietary software to aid schools in planning, promoting, creating, selling and tracking yearbooks and newspapers.

Industry leading software.

Flash-free

Yearbook +

\*PROJECT MANAGEMENT: Work with schools to design plan for book and deadlines.

Weekly emails to guide schools.

In school visits.

Access to rep via email, phone and text.

»SUPPLIES: Include materials and software needed to store and manipulate images and create pages with industry leading technology.

Editor's Kit

Yearbookavenue.com

»EDUCATE: Provide common core aligned curriculum, weekly lesson plans and on-site training for students and advisers.

7 minute starters -180 daily lessons

Making it Click Photo Curriculum

1-2-3 Yearbook Curriculum

Yearbooks Colorado Local Adviser Created Curriculum.

Grow Your Know Teaching Resources

J-Classes

»TRAINING: Facilitate numerous workshops and camps for students and educators.

5280 Summer Yearbook Camp

New Adviser Training

Fall Workshop

Write, Shoot, Design Workshop

Jostens Adviser University

National Yearbook Workshop

Creativity Workshop

SALES: Create and supply schools with print and digital promotions to sell the yearbook.

Back to School Flyer

Fall, Winter and Spring Campaign: Emails and postcard

You Are in the Book Flyer

Yard Signs

Posters

Ideas for in-school promotions

\*CREATE: Design custom covers and layouts for schools to use in their book.

Artist works with school to design custom covers.

Graphic designer can create pages for schools.

Training provided for staff's to design their own pages.

Editable templates available for school to modify.

\*LEADERSHIP: Host leadership workshops for entire school and give administrators resources to aid with climate and culture.

The Harbor Tour

Renaissance Conference

\*RESOURCE: Available for schools to help with questions and ideas.

Weekly emails to guide schools.

In school visits.

Access to rep via email, phone and text.

\*TECH SUPPORT: Resource for Jostens software as well as Adobe products.

Available during business hours.

»LITERARY MAGAZINE, SPRING SUPPLEMENT or PLANNERS: Deliver high quality printed booklets with on-time delivery and guaranteed satisfaction.

Two-week turn unless mutually agreed upon alternate date.

## Jostens Scholastic Service Options

To provide a comprehensive offering of products and services in recognition of graduation celebrations. All services provided are based on specific product offerings at each school as determined by school Administrators.

Project Management: Facilitate student lead design sessions to create a custom graduation announcement. Graduation announcements are designed by a representative group of students and include their custom, engraved school crest.

Graduation Regalia: provide access to ordering custom, school specific caps and gowns to be worn during the graduation ceremony. The pieces of a cap and gown unit are determined by the school. In some cases they will include a custom medallion or stole. Honor cords and custom stoles are also ordered based on use at each school.

Graduation Faculty Regalia: provide access to high quality gown and hoods to faculty members at the school and district level for use during graduation ceremonies. Each school has a custom program tailored to recognize the faculty members that participate in their ceremonies.

**Diplomas:** provide access to ordering custom diplomas and diploma covers for each school. Diplomas are ordered by a staff member directly with me or via Graduation Central. Each diploma has a specific layout which includes their custom, engraved crest. Diploma cover specs also vary by school.

Educator Services: every Jostens customer school has access to the Jostens Educator Services department. These resources include but are not limited to: The Jostens Speakers Bureau, Jostens Renaissance, Commitment To Graduate, Pause Before You Post, and The Congressional Medal of Honor curriculum.

#### **Jostens Base Pricing**

#### »YEARBOOK:

Soft Cover, 16 pages, 50 copies \$780.00.

#### »SCHOLASTIC:

Padded Diploma Cover (8x6) no stamping, four corner pockets \$2.20 (minimum 50 pieces) Diploma (8x6) with engraved state seal, hand signatures \$2.00 (minimum 50 pieces) Exhibit B

#### What student date is collected through the use of the system?

| Data Collected                  | General Purpose of Data Collection        |
|---------------------------------|---|
| Browser Type                    | Support and software compatibility        |
| Browser Version                 | Support and software compatibility        |
| Device Type & OS                | Support and software compatibility        |
| IP Address                      | Support and software compatibility        |
| Student Yearbook Username       | Traceability of content                   |
| Student Yearbook Password       | Traceability of content                   |
| Access Time                     | Traceability of content                   |
| School Address                  | Support and software compatibility        |
| School Fax Number               | Optional                                  |
| School Leader Email Address     | Required to support & communication       |
| School Leader First & Last Name | Required to support & communication       |
| Student First & Last Name       | Required to support & communication       |
| Student Password                | Required to support product functionality |
| Student Username                | Required to support product functionality |
| Advisor Email Address           | Required to support & communication       |
| Advisor First & Last Name       | Required to support & communication       |
| Advisor Password                | Required to support product functionality |
| Time on Lesson                  | Required to support product functionality |

What third-parties does the vendor partner with? Who may receive Student data in any format?

| Vendor     | URL                    | Description |
|------------|------------------------|-------------|
| Amazon AW5 | ews.amazon.com         | Hosting     |
| \$6360     | Secured Delivery Sight | Marketing   |

## Jostens gathers personally identifying information for production and sales of school scholastic products

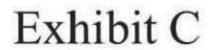


| Datu Collected                      | Purpose of Data Collection        |
|-------------------------------------|-----------------------------------|
| Student First and Last Hame         | Apparel, Rings, Regelia, Olpiomos |
| Student Grade                       | Apperel, Rings, Regalla, Diplomas |
| Student Address                     | Apparel, Rings, Regalla, Olpiomus |
| Student Email                       | Apparel, Rings, Regalla, Diplomas |
| Parent(s) First and Last Name       | Apparel, Rings, Regelle, Diplomas |
| Parent(s) Email address             | Apparol, Rings, Regatio, Diplomas |
| Parent(s) Phone Number              | Apparel, Rings, Regalia, Diplomas |
| Parent(s) First and Last Name       | Apparel, Rings, Regalla, Diplomas |
| Parents Bill to and Ship to address | Apparel, Rings, Regulla, Diptomas |
| Gown sixe                           | Regalia                           |

#### Third Parties

Jostens does not rent or sell personally identifying information to anyone for any purpose.

| Data Collected   | Purpose of Data Collection |
|------------------|----------------------------|
| Google Analytics | Analytics on our web sites |





#### DJG/DJGA - VENDOR RELATIONS, SALES CALLS AND DEMONSTRATIONS

#### VENDOR QUALIFICATIONS

No favoritism shall be extended to any vendor. The Finance Department, in cooperation with other interested District departments, sites and employees, may establish required vendor qualifications for certain District purchases, and may prequalify vendors, as they determine necessary or appropriate.

#### CONFLICT OF INTEREST

District employees have a fiduciary duty to act in the best interests of the District regarding all work they perform in connection with any District contract or purchase. No vendor shall offer, and no District employee shall accept, any gift, service, honorarium, stipend or fee that may objectively be viewed as having the purpose or effect of improperly influencing the employee to purchase goods and/or services from the vendor. No District employee may have a financial or business interest in any District contract or purchase made by the employee in his or her official capacity, and no District employee may influence or attempt to influence the District regarding any contract or purchase in which the employee has a financial or business interest.

#### SALES CALLS

To protect District students and staff against disruption of the educational process and/or interruption of the work day, sales representatives shall not be permitted in District schools for the purpose of making sales calls unless authorized to do so by the superintendent, executive director of finance or their designees.

The superintendent or executive director of finance may, when they determine it to be in the best interest of the District, bar any vendor, organization or person from any or all District facilities for soliciting purchases from or services to students, their parents/quardians, or District employees.

#### VIOLATIONS

Employees who violate any provision of this policy shall be subject to discipline up to and including termination of employment. Any vendor engaging in conduct that is inconsistent with this policy may be disqualified indefinitely from doing business with the District.

Adopted by Board: May 1972 Revised by Board: May 1982 Revised by Board: April 1988 Revised by Board to conform with practice: May 22, 1995

Revised by Board: April 8, 1996 Revised by Board: June 10, 1996

Revised by Superintendent: May 14, 2007 Revised by Superintendent: March 8, 2017 Revised by Board: February 12, 2019 Revised by Board: December 8, 2020

LEGAL REF:

C.R.S. 24-18-101, et seq.

CROSS REFS:
DJ, Purchasing
DJA, Purchasing Authority
DJB, Purchasing Procedures
FE, Construction Projects and Contracting Procedures
FEAA, Construction Project Prequalification
GBEA, Staff Ethics/Conflict of Interest
GBEBC, Gifts to and Solicitations by Staff

## Jostens - 2024-2025 - First Amendment - Final - Vendor Signed

Final Audit Report 2024-03-26

Created: 2024-03-25

By: Becky Hall (rehall@psdschools.org)

Status: Signed

Transaction ID: CBJCHBCAABAAHwl8FkA1fac0lx2MNSf3z3mpD6l2x482

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- Document e-signed by Insoon Olson (iolson@psdschools.org)
  Signature Date: 2024-03-25 8:33:46 PM GMT Time Source: server- IP address: 164,104.6,105
- Document emailed to Dave Montoya (davem@psdschools.org) for signature 2024-03-25 - 8:33:48 PM GMT
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- Document e-signed by Dave Montoya (davem@psdschools.org)
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- Agreement completed.
   2024-03-26 2:57:17 AM GMT

# Second Amendment - 2025-2026 - Final - Vendor Signed

Final Audit Report 2025-03-04

Created: 2025-03-04

By: Becky Hall (rehall@psdschools.org)

Status: Signed

Transaction ID: CBJCHBCAABAA8C7bJ7Kw9jTzm-ZISOSqlGhB96RfThmC

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  Signature Date: 2025-03-04 4:41:15 PM GMT Time Source: server- IP address: 164.104.10.1
- Agreement completed.
   2025-03-04 4:41:15 PM GMT