

**PHOTOGRAPHY SERVICES AGREEMENT
BETWEEN BLACK IRON PHOTOGRAPHY AND POUFRE SCHOOL DISTRICT R-1**

This Photography Services Agreement (“Agreement”) is entered into this 26th day of August 2025, by and between Poudre School District R-1 (“District”) and Black Iron Photography (“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:

1. Term of Agreement.

1.1. This Agreement shall commence on August 26, 2025, and continue through and including July 31, 2026, 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, upon a written mutually agreed upon amendment for each one-year term.

1.2. Notwithstanding any other term or provision of this Agreement, the District’s obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District’s obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

1.3. Notwithstanding the provisions of sections 1.1 and 1.2 above, either party may terminate this Agreement at any time in that party’s sole discretion for any reason, with or without cause, by providing the other party with thirty (30) days’ advance written notice. In the event of such termination: (a) the District shall pay Contractor for all Services performed under and in accordance with this Agreement up to the date of termination; and (b) Contractor shall reimburse the District for all payments made in excess of Services performed up to the date of termination.

2. Deliverables.

2.1. The Contractor shall make its portrait services for the 2025-26 school year available to the District’s schools, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).

2.2. 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.

2.3. Contractor may use directory information provided by the District and its schools to communicate with parents or guardians regarding Services exclusive to those in Exhibit A. Communication to families regarding any services or products not specifically identified in this contract requires express written consent of the student's parent or guardian, prior to distribution. Use of data for communication is not to exceed the term of this agreement.

2.4. **Press Contacts/News Releases.** The Contractor shall not initiate any press, media, or social media contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District's Executive Director of Communications or designee

2.5. **Fingerprinting and Background Checks.** Prior to and as a condition of the provision of any Services under this Agreement, Provider shall require each person providing such Services to submit a fingerprinting and a background check, and shall promptly furnish all background check results to the Human Resources Department. If the Provider so elects, it may utilize the District to administer said fingerprinting and background checks at the Provider's expense. If the District objects to any employee, volunteer or other individual of Provider based on the results of the background check, that individual shall not be allowed to provide Services. All information provided and all information received by the District through the Provider background check and/or other sources, shall be considered and maintained as confidential personnel file information under the Colorado Open Records Act and not subject to disclosure except on a "need to know" basis as authorized by law.

2.6. **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.

2.6.1. 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 2.6.1, 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.

2.7. **Limited License.** The District grants the Contractor a limited, revocable, non-exclusive license to use the District and/or 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 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 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.

2.8. **Independent Contractor.**

2.8.1. Contractor shall provide the Services under this Agreement as an independent contractor of the District. As such, Contractor shall have the right to determine how and by whom the Services will be provided and the right to provide the Services free from the direction and control of the District, subject to and consistent with the terms and conditions of this Agreement.

2.8.2. Contractor shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees (if any) in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees (if any) in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and

(c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to this Agreement.

2.8.3. Nothing in this Agreement shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between Contractor and the District. Contractor is not a partner, agent or representative of the District and shall not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of Contractor and shall not represent itself to be a partner, agent or representative of Contractor.

2.8.4. Contractor shall not attempt or purport to extend the faith and credit of the District to any third party, person or entity. Contractor acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate the District. The District shall not attempt or purport to extend the faith and credit of Contractor to any third party, person or entity. The District acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate Contractor.

2.9. The District understands and agrees that its students' access to and use of the Services under this Agreement requires 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.

3. 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.

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 and 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 Top 20 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.

6. Use of Confidential Student Records and Information.

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) except as provided in section 6.2 below, 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 the 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 to the extent necessary to perform its obligations under the Agreement disclose confidential student records and information to subcontractors as identified in Exhibit A ("Subcontractors") pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractors shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractors shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractors shall access, view, collect, generate and use confidential student records and information only to the extent necessary to assist Contractor in performing its obligations under the Agreement; and (d) at the conclusion of their work under their subcontracts Subcontractors shall, as directed by the District through the Contractor, either securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

6.3. Contractor and Subcontractors may use de-identified confidential student records and information for purposes of research, the improvement of their products and services, and/or the development of new products and services. In no event, shall the Contractor or Subcontractors re-identify or attempt to re-identify any de-identified confidential student records and information.

6.4. Contractor and Subcontractors shall promptly furnish to the District upon request all confidential student records and information they have collected and/or generated 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 the Contractor or Subcontractors, 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 in the attached Exhibit A: (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.

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.

8. **Notices and Communications.** All notices and communications required or permitted under this Agreement shall be in writing and shall be: (a) sent via certified

mail, return receipt requested and postage prepaid, to the address of the other party set forth below; or (b) sent via e-mail to the other party via the e-mail address set forth below.

Poudre School District R-1
Attn: Contracts Administrator
2407 LaPorte Avenue
Fort Collins, CO 80521
Email: contracts@psdschools.org

Black Iron Photography
Attn: Kris Walters
532 12TH Street
Greeley, CO 80631
Email:
info@blackironphotography@gmail.com

9. **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 is included in this Agreement.

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 \$1,000,000
- Aggregate \$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.

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

11. **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as now or hereafter amended.

12. **Health and Safety Standards.** The Contractor shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement any applicable communicable disease protocols, which must follow guidance and orders from state and/or local public health officials and be no less strict than the District's protocols.

12.1. Contractor shall ensure all individuals providing Services under this agreement for the Contractor wear appropriate personal protective equipment as designated in this section 12.1, at all times while on District property.

12.2. If the District is directed, or the District determines to limit or restrict access to any or all of its facilities or District Location due to a public health or safety concern, the District may, at its discretion, temporarily delay or stop Contractor's services, with or without prior notice.

13. **Individuals Providing Services for Contractor Under this Agreement.** The Contractor shall not utilize any laborer or employee who has been convicted of a violent crime or a crime of such nature (e.g., child-related offenses) as to categorize the person as being unsuitable for working around school children, or has engaged in such conduct as to be similarly categorized. In the event the District has reasonable grounds to believe that any individual assigned to perform work under this Agreement has a criminal record, is a registered sex offender, has exhibited violent behavior or is under the influence of alcohol or an illegal substance, including marijuana, while performing the Services or based upon other information the District deems reliable, the District may exclude such individual from any District property or impose reasonable conditions upon such individual's presence at any District Location unless the Contractor submits a copy of a completed security/background check on the employee. In the judgement of the District, if the Services cannot be performed as a result of such action, the Agreement may be terminated in accordance with section 1.3 of this Agreement. Removal of a specific person(s) will not relieve the Contractor from timely performance of work completion and

will not be considered grounds for a request for additional funds or time extension to complete the Services.

- 13.1. The Contractor, its laborers and employees shall not fraternize or otherwise communicate with any District students except in cases of safety and like necessities.

14. **Equal Opportunity.** It is agreed that no otherwise qualified Contractor shall be excluded from participating in, be denied the benefits of, or be subject to discrimination, including harassment, under any provision of this Agreement on the basis of race; creed; color; national origin; age; sex; pregnancy; physical recovery from childbirth or a related condition; sexual orientation; marital status; veteran status; religion; genetic information; gender expression; gender identity; ancestry; or disability.

15. **Conflict of Interest.** Contractor avers to their knowledge of no employee of the District having any personal or beneficial interest whatsoever in the service or property described in this Agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's Services and Contractor shall not employ any person having such known interest.

16. **Remedies.** If Contractor or Subcontractors fail to comply with any of the foregoing requirements at any time during or after the term of the Contract the District may, as applicable, terminate the Contract and/or disqualify Contractor and any one or more of Subcontractors from future contracts and subcontracts with the District.

17. **General Provisions.**

17.1. **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.

17.2. **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.

17.3. **Press Contacts/News Releases.** The Contractor shall not initiate any press, media, or social media contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District's Executive Director of Communications or designee.

17.4. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of

this Agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.

17.5. **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and the Contractor through written amendments to the Agreement, in the same manner and with the same formality as was done for this Agreement.

17.6. **Conflict of Terms.** In the event of any conflict of terms found between this Agreement, any incorporated exhibits, any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement shall prevail.

17.7. **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.

17.8. **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.

17.9. **Binding Arbitration Prohibited.** The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary is null and void.

17.10. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation to enforce any provision of this Agreement, the substantially prevailing party in such litigation shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.

17.11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

17.12. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.

17.13. **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.

17.14. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.

17.15. **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.

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

BLACK IRON PHOTOGRAPHY

POUDRE SCHOOL DISTRICT R-1

By: Kristopher Walters
Kris Walters
Owner

By: R. David Montoya
R. David Montoya
Chief Finance Officer

By: Dr. Traci Gile
Traci Gile, PhD
Assistant Superintendent

Exhibit A

STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES _ BLACK IRON PHOTOGRAPHY

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:

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.*

Product and Scope of Work Description

Product: School Photography Services

Scope of Work

The services provided consist of on-site photography for students, teachers and building faculty members at schools within Poudre School District. Work to be completed includes the following:

Preparation and Setup

- Delivery and setup of photography equipment, including cameras, lighting, backdrops, and computer systems.
- Configuration of equipment to ensure consistent image quality.
- Setup of tethered capture and data systems to connect student records with photographs.

Photography Sessions

- Individual portraits of students and faculty members.
- Multiple images per individual to provide suitable options.
- Group or class photographs when requested by the school.
- Coordination with school staff to verify attendance and maintain accurate records.

Data and Information Management

- Use of student roster data provided by the District (name, grade, teacher, student ID, parent name, parent email, parent cell for delivery of images).
- Linking of images to student information.
- Secure storage, transmission, and handling of student data in compliance with FERPA and District requirements.
- Delivery of digital files for yearbooks, student information systems, and ID cards.

Image Processing and Delivery

- Adjustment of images for exposure, cropping, and color balance.
- Delivery of digital administrative files (yearbook, SIS, ID card images) within the agreed timeframe.
- Archival storage of photographs for a limited period as outlined in the agreement.
- Family ordering available through a separate online platform.

Identification Products (if requested)

- Production and delivery of ID badges for students and staff.
- Inclusion of photo, name, grade/role, and school branding on badges.

Timeline

- Photography sessions scheduled in coordination with each school.
- Delivery of administrative digital files within approximately 2–3 weeks after photography

sessions.

- Printed products delivered directly to schools or families as specified.
-

Product: Sports Photography Services

Scope of Work

The vendor will provide school and sports photography services for students and faculty members within Poudre School District. The scope of work includes the following:

Preparation and Setup

- Deliver and set up photography equipment, including cameras, lighting, backdrops, and computers.
- Configure equipment to maintain consistent image quality.
- Establish tethered capture and data systems to connect images with student records.

Photography Sessions

- Capture individual portraits of students and faculty members.
- Take multiple images per subject to provide usable options.
- Provide group or class photographs if requested by the school.
- Work with school staff to confirm attendance and maintain accurate records.

Data and Information Management

- Import and use student roster data supplied by the District (e.g., name, grade, teacher, student ID, parent name, parent email, parent cell).
- Associate images with student information.
- Store, transmit, and handle student data securely in compliance with FERPA and District policies.
- Deliver digital files to the District for use in yearbooks, student information systems, and ID cards.

Image Processing and Delivery

- Adjust images for exposure, cropping, and color balance.
- Provide digital administrative files (yearbook images, SIS exports, ID card images) within the agreed timeline.
- Maintain archival storage of photographs for a limited period, as specified in the agreement.
- Make family ordering available through a separate online platform.

Identification Products (if requested)

- Produce and deliver ID badges for students and staff.
- Include required data elements on badges (photo, name, grade/role, school branding).

Timeline

- Schedule photography sessions in coordination with each school.
- Deliver administrative digital files within approximately 2–3 weeks of photography.
- Deliver printed products directly to schools or families, as specified.

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 Data Collected Through Use of the Service

The following student data elements are collected, maintained, generated, or inferred through the use of the photography services:

1. Information Provided by the District or School

- Student first name
- Student last name
- Preferred name (if supplied)
- Grade level

- Teacher name or homeroom assignment
- Student ID number (if provided for roster matching)
- School name
- Parent/guardian name
- Parent/guardian email address
- Parent/guardian cell phone number

2. Information Collected During Photography Sessions

- Individual student portrait (digital image)
- Group or class images that include the student

3. Information Created or Generated by the Photography System

- Unique image file name or identifier assigned automatically by the capture software
- Link between each photograph and the associated student record (e.g., ID, name, or roster match)
- Metadata recorded by cameras/software, including:
 - Date and time of the photograph
 - Session or batch identifier
 - Photographer notes, if any are entered in the system

4. Information Maintained or Stored

- Archived student portraits for the limited time period specified in the agreement
- Connections between student/parent information and images, used for:
 - Family ordering
 - Yearbook file delivery
 - Student ID card creation
 - Administrative file delivery to the District

Data Disclosure Statement

The company collects, maintains, and generates only the student data elements listed in the section *“Student Data Collected Through Use of the Service.”*

No additional student educational records are accessed, collected, or stored. Specifically, the company does **not** collect, maintain, or process the following categories of student data:

- Date of birth
- Academic records (grades, transcripts, test scores, GPA, etc.)
- Health or medical information
- Disability status or special education records
- Discipline records or behavioral data
- Free and reduced lunch status
- Social Security numbers or other government-issued identification numbers

The only student-identifiable data handled by the company is necessary to perform the contracted photography services and to deliver images and related products for school administrative use (e.g., yearbooks, student IDs, and records). All data is used solely for the purposes outlined in the scope of work and in compliance with FERPA and District requirements.

Category	Data Element	Source	Purpose of Collection/Use
Provided by School / Athletic Director	Student First Name	School roster / SIS file	Identification of student in portrait and administrative files
	Student Last Name	School roster / SIS file	Identification of student in portrait and administrative files
	Preferred Name (if provided)	School roster / SIS file	Used on photo products, yearbook files, or ID cards as directed by school

Parent Information	School roster / SIS File	Used for the sole purpose of emailing parents their children's photos
Student ID Number (if provided)	School roster / SIS file	Used to match student records to photographs and administrative exports
Grade Level	School roster / SIS file	Used in yearbook and administrative exports; sorting of images
Teacher / Homeroom Assignment	School roster / SIS file	Used for class organization, group photos, and file delivery
School Name	School roster / SIS file	Used to associate images with correct school for administrative exports
Team Name / Sport (athletics)	Athletic director / coach	Used for team photo labeling and organization
Jersey Number (athletics)	Athletic director / coach	Used for identifying athletes in team/individual photos

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3. What is the purpose of collecting student data?

Purpose of Collecting Student Data

Student data is collected solely for the purpose of delivering school and sports photography services as contracted with Poudre School District. The specific purposes include:

1. Identification and Record Matching

- Linking each student's photograph with the correct name, grade, teacher, or team.

- Ensuring accurate delivery of digital files to the District for use in student information systems, yearbooks, and identification cards.

2. Organization of Photography Sessions

- Using rosters and class/athletic lists to manage scheduling, confirm attendance, and ensure all students and athletes are photographed.

3. Image Labeling and File Delivery

- Associating photographs with student identifiers to generate administrative exports (yearbook portraits, ID card files, and SIS-compatible files).

4. Administrative Use by Schools

- Providing schools with correctly labeled image files for integration into yearbooks, student IDs, and District record systems.

5. Product Fulfillment (Family Orders)

- Parent/guardian data (name, email, cell phone) is collected only for the purpose of delivering images, communicating about orders, and fulfilling family purchases.

! Key point for compliance: Student data is *not* collected or used for any purpose outside of photography services. No student data is shared, sold, or repurposed for marketing.

4. What third parties does the company partner with who may receive student data in any format? 🖨
This includes storage and vendors receiving encrypted data.

The company uses GotPhoto to securely store and manage student and parent photographs and associated identifiers. Encrypted data is shared only with GotPhoto for service delivery and with payment processors for parent/guardian order fulfillment. All third parties are required to maintain confidentiality and comply with FERPA and District data security standards.

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

Purpose of Third-Party Partners:

Third-party partners are engaged solely to facilitate the delivery of school and sports photography services. Specifically:

1. **GotPhoto** – Used to securely store and manage student and parent photographs, link images with student identifiers, provide administrative files for yearbooks and IDs, and enable family ordering of photo products.
2. **Payment Processors** – Used to securely process payments for parent/guardian photo orders.

All third-party partners are contracted to use student data only for these purposes and to maintain confidentiality and compliance with FERPA and District security requirements.

6. Please provide:

- Current quote (if available)

A formal quote will be provided upon request, based on the number of schools, students, and photography sessions scheduled within Poudre School District. Pricing may vary depending on scope (fall portraits, spring portraits, sports photography, group/class photos, and ID badge production).

- Tiered pricing for future purchases

Black Iron Photography provides volume-based pricing for school photography services. Pricing tiers are determined by:

- Number of students enrolled per school.
- Number of scheduled sessions per year (fall, spring, sports, events).
- Additional services requested (ID cards, administrative exports, expedited delivery).

- Name and email for contract notices

Kris or Lindsay Walters
Owner, Black Iron Photography
info@blackironphotography.com

- Name and title of person who will sign the contract

Kris Walters
Owner / Authorized Signatory

Or

Lindsay Walters

Owner / Authorized Signatory

- Does the system allow integration for rostering?
 - Yes
- If the above answer is yes, how is it completed?

Rostering integration is completed through **CSV or SIS exports** provided by the District. Black Iron Photography uses the district-supplied roster data (name, grade, teacher, student ID, and parent contact information) to link photographs to the correct student records. Files are imported directly into our capture and data management system to ensure accuracy and efficiency.

No third-party rostering integration platforms are required; the process uses secure file transfer from the District to Black Iron Photography in compliance with District policies and FERPA requirements.

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?

Student Data Table – School & Sports Photography

Data Collected	Access Time	General Purpose of Data Collection
Student First Name	During photography session; maintained in database	Identification of student for linking photos to records and delivering images/ID cards
Student Last Name	During photography session; maintained in database	Identification of student for linking photos to records and delivering images/ID cards

Preferred Name (if provided)	During photography session; maintained in database	Used on photo products, yearbook files, or ID cards as directed by school
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Student ID Number (if provided)	During photography session; maintained in database	Used to match student records to photographs and administrative exports
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What third-parties does the vendor partner with? Who may receive Student Data in any format?

Grade Level	During photography session; maintained in database	Used for organizing photos and administrative exports
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The company uses GotPhoto to securely store and manage student and parent photographs and associated identifiers. Encrypted data is shared only with GotPhoto for service delivery and with payment processors for parent/guardian order fulfillment. All third parties are required to maintain confidentiality and comply with FERPA and District security standards.

School Name <i>Poudre School District Finance Department – Updated 7/26/2023</i>	During photography session; maintained in database	Required to associate images with the correct school for administrative exports
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Team Name / Sport (athletics)	During photography session; maintained in database	Used for organizing athletic team photos
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Jersey Number (athletics)	During photography session; maintained in database	Used to identify athletes in team/individual photos
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Student Portrait Image	Captured onsite; maintained in database	Primary deliverable for yearbooks, ID cards, and family orders
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Group/Class/Team Photograph	Captured onsite; maintained in database	Group/team photo deliverable for yearbooks and athletics programs
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Unique Image File Identifier	Generated by photography system; maintained in database	Links photos to student records for file management and delivery
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Capture Metadata (date/time, session ID, batch number)	Generated by photography system; maintained in database	Internal processing, quality control, and troubleshooting
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Parent/Guardian Name	Provided by parent/guardian during ordering	Used for order records and communication
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Parent/Guardian Email	Provided by parent/guardian during ordering	Used to deliver digital images, receipts, and communication regarding orders
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Black Iron Photography - Agreement - 2025-2026_V2 - Final - Vendor Signed

Final Audit Report

2025-08-27

Created:	2025-08-27
By:	Becky Hall (rehall@psdschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvaS5Iban8P2ePS7FSewmcfPc8pVxvVF

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