

**PHOTOGRAPHY SERVICES AGREEMENT
BETWEEN SKILLMAN PHOTOGRAPHY AND POUDRE SCHOOL DISTRICT R-1**

This Photography Services Agreement (“Agreement”) is entered into this 30th day of July 2025, by and between Poudre School District R-1 (“District”) and Skillman 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 1, 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, Contractor shall require each person providing such Services to submit to fingerprinting and a background check administered by the District at the District's expense. Contractor shall ensure that no person to whom the District objects based on the results of said fingerprinting and background check provides any Services under this Agreement. If the District objects to any Contractor based on the results of the background check, the Contractor shall not be allowed to provide Services. All information provided and all information received by the District through the Contractor background check and/or other sources, shall be considered and maintained as confidential information under the Colorado Open Records Act and not subject to disclosure to third parties except as required by law.

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 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. **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.

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
Attn: Contracts Administrator
2407 LaPorte Avenue
Fort Collins, CO 80521
Email: contracts@psdschools.org

Skillman Photography
Attn: Tom, Jr. and Beth Skillman
818 E. Elizabeth
Fort Collins, CO 80524
Email: staff@skillmanphotography.com

10. **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 10 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

- | | |
|--|-------------|
| a. Each Occurrence Bodily Injury & Property Damage | \$2,000,000 |
| b. General Aggregate | \$3,000,000 |
| c. Coverage must be written on an "occurrence" basis. | |
| d. Volunteers shall be included as insureds. | |
| e. Coverage shall not exclude claims for sexual abuse/molestation. | |
| f. Coverage shall not exclude claims for corporal punishment. | |
| g. 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.

11. **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.

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. **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.

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. **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.

13.4. **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.

13.5. **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.

13.6. **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.

13.7. **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.

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

13.9. **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.

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

13.11. **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.

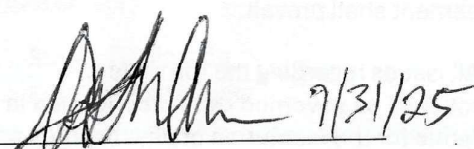
13.12. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed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

13.13. **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.

SKILLMAN PHOTOGRAPHY

POUDRE SCHOOL DISTRICT R-1

By:  9/31/25
Tom Skillman, Jr.
Manager

By: 
R. David Montoya
Chief Finance Officer

By: 
Traci Gile, PhD
Assistant Superintendent

Exhibit A



*“Your School
Portrait
Professionals “*
www.skillmanphotography.com

818 E. Elizabeth
Ft. Collins, CO 80524
Phone (970) 484-3403
Toll Free 1- 888-550-1516

PACKAGES:

A	B	C	D	E	F	G	H	I
3 - 8x10 2 - 5x7 2 - 3x5 8 - 2x3 8 - exch.	1 - 8x10 4 - 5x7 2 - 3x5 8 - 2x3 8 - exch.	1 - 8x10 2 - 5x7 2 - 3x5 4 - 2x3 8 - exch.	3 - 5x7 2 - 3x5 4 - 2x3 8 - exch.	1 - 5x7 2 - 3x5 4 - 2x3 8 - exch.	1 - 3x5 6 - 2x3 8 - exch.	1 - 10x13	1 - 8x10	2- 5x7

<i>Net Price:</i>	\$ 37.75	35.50	31.25	28.00	24.50	22.50	22.00	17.50	17.50
<i>School Profit:</i>	0	0	0	0	0	0	0	0	0
<i>Student Price:</i>	\$ 37.75	35.50	31.25	28.00	24.50	22.50	22.00	17.50	17.50

ADD ON ALA CARTE BONUS PACKS

After ordering one of the above packages, parents and students may add on bonus packs in any quantity or combination to the individual packages they are ordering.

Bonus Pack J 1 - 10x13	Bonus Pack K 1 - 8x10	Bonus Pack L 2 - 5x7	Bonus Pack M 4 - 3x5	Bonus Pack N 8 - 2x3	Bonus Pack O 8 - exch.
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<i>Net Price:</i>	\$ 10.00	8.00	8.00	8.00	8.00	8.00
<i>School Profit:</i>	\$ 0	0	0	0	0	0
<i>Student Price:</i>	\$ 10.00	8.00	8.00	8.00	8.00	8.00

BASIC SERVICE PACKAGE - Included	
1. 5 Color Service Prints	5. Money and Clerical
2. Combs for Students	6. Student Lists
3. Picture Package ID	7. Digital Directory Pages
4. Promotional Take Home & Ordering Material	8. Staff comp pack F Pack

ADDED SERVICES
1. Image CD for PSD + copy to school
2. Industry Standard image CD for yearbook
3. 20x30 all school mosaic
4. Digital Directory

Pack V - 36.00 + 0 = 36.00 CD image + copyright
Bonus Pack W CD - 21.00
Pack Y - 33.00 + 0 = 33.00 Download + copyright
Bonus Pack Y Download - 17.00
Fun Pack - 15.00
Dry Erase Board - 15.00

Comments - See our school service package sheet for complete description services available and included.

SPRING PROGRAMS :

Accepted by _____ (studio representative)
Date _____
(school representative - title)

Exhibit D



“Your School Portrait Professionals”
www.skillmanphotography.com

Phone (970) 484-3403 818 E. Elizabeth, Ft. Collins, CO 80524
Fax (970) 416-5814 Toll Free 1-888-550-1516

Data Security Policy for Skillman Photography

Skillman Photography has not or will not share any school or student security information with any third party other than the two mentioned below that produce the products delivered to schools.

Skillman Photography provides service items to schools including the following:

A School Specified CD with student image and assigned ID # as per specs when requested..

An Industry Standard CD for schools doing yearbooks that meet yearbook specs and does not include student ID numbers.

ID cards when requested, peel and stick record photos, and student directories among other items.

We also offer photo packages for parents wishing to purchase them.

We use student name, ID number (when requested), grade and teacher name. . These are necessary for accurate image identification, uploading to school data base and ease of distribution of packages and ID cards.

The industry standard yearbook CD will be delivered to school unless otherwise specified by school.

We use Portrait Express as our lab for creating the service items and printing of packages. We have their statement of security on file that they have not or will not share any information with any third parties. They have a secure site behind their firewall to receive data directly from your school. We have partnered with them for over 30 years.

Email: chris@Portraitexpress.com website: www.portraitexpress.com

We use Studio Source for printing of elementary yearbooks. We have their statement of security on file that they have not or will not share any information with and third parties.

No data is collected for them other than what is sent to them for be printed in the yearbook. We have partnered with them for 4 years.

Email: mike@studiosourceyearbooks.com Web site: www.studiosourceyearbooks.com

/S/ Thomas J. Skillman Jr., Owner

July 16, 2025

Thomas J. Skillman Jr., Owner

Date