

**CURRICULUM SERVICES AGREEMENT  
BETWEEN {CONTRACTOR}  
AND POUDBRE SCHOOL DISTRICT R-1**

This Curriculum Services Agreement (“Agreement”) is entered into this {Effective Date}, by and between Poudre School District R-1 (the “District”) and {Company Name} (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:

1. **Term of Agreement.**

1.1. This Agreement shall commence on {START DATE} and continue through and including {END DATE}, unless earlier terminated as provided herein.

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. **Termination For Cause.** Notwithstanding the provisions of section 1.2 above, if either party is in breach of an obligation or covenant under this Agreement the non-breaching party may give written notice to the breaching party describing the breach and demanding that it be cured. If the breach is not cured within seven (7) days after the breaching party’s receipt of said notice, the non-breaching party may immediately terminate the Agreement and avail itself of any and all remedies available at law or in equity.

1.4. **Termination Without Cause.** Notwithstanding the provisions of sections 1.2 and 1.3 above, the District or the Contractor may terminate this Agreement at any time in its sole discretion for any reason, with or without cause, by giving the other party thirty (30) days’ advance written notice of the termination.

2. **Deliverables and Purchase Price.**

2.1. The Contractor’s responsibility under this Agreement is to provide {SERVICE DESCRIPTION} for the District. The parties agree to the following, as specified in:

2.1.1. {SOLICITATION}, which is part of this agreement and attached hereto as Exhibit X.

2.1.2. Contractor’s Response to {SOLICITATION}, which is part of this agreement and attached hereto as Exhibit X.

2.2. All documents which are made a part of this Agreement (hereinafter the “Services”) and incorporated herein by reference.

2.3. The total cost for all Services under this contract as set forth on the attached Exhibit {EXHIBIT FOR PRICING}, shall not exceed {Total Written Out Price} (\$ {DOLLAR AMOUNT PRICE}), due and payable thirty (30) days from receipt of Contractor's invoice.

2.4. Access to Services shall be available for a ten (10) year subscription.

2.5. Additional Services may be purchased at the prices listed in Exhibit {XX} for the full length of the contract.

2.6. Contractor shall ensure teacher Materials are shipped to be received no later than {DATE}.

2.6.1. Contractor shall separate and bundle Materials by District School for shipment.

2.7. Contractor shall ensure grade-level classroom Materials are shipped to be received no later than {DATE}.

2.7.1. Contractor shall separate and bundle Materials by District School for shipment.

2.8. Contractor shall provide support for implementation of Services during the first year, at no cost for the following:

2.9. {PROFESSIONAL DEVELOPMENT SERVICES}

2.10. Fulfillment of Services under the terms and conditions set forth in this Agreement shall be exclusively through the issuance of a District purchase order.

2.10.1. The Contractor shall provide the District a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.

2.10.2. Site-based credit cards and/or site-based restricted checks shall not be permitted for payment.

2.10.3. Services provided by Contractor without conforming to section 2.9 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.

2.10.4. Contractor shall assure compliance with the District Policy DJG/DJGA, attached as Exhibit {NUMBER} and hereby made part of this Agreement, direct communication with schools or sales must be approved by contact in section 11 of this agreement.

2.11. **Book Quality.**

2.11.1. All books and associated materials shall be new copy.

- 2.11.2. All books shall be furnished with Contractor bindings, rebound, glued, or sewn paperbacks, where possible.
- 2.11.3. Contractor shall provide detailed warranty information for each binding type.
- 2.11.4. Print books shall include the hardbound option type. The company will be responsible for rebinds as necessary for the life of the book.
- 2.11.5. Hardbound books are preferred however, paperbacks will be accepted if hardbound books are not available.

2.12. **Shipping.**

- 2.12.1. Delivery of books shall be FOB destination with all transportation and handling charges paid by the awarded Contractor.
- 2.12.2. Contractor shall replace any book that is damaged in shipment or otherwise not in compliance with the order, at no charge to the District.
- 2.12.3. Contractor's fill rate shall exceed 90% and the Contractor shall provide a written verification statement regarding its ability to guarantee on-time delivery of books.
- 2.12.4. Contractor shall indicate if it has a warehouse to store inventory or if it receives shipments directly from the publishers.
- 2.12.5. Shipping costs for any books, materials or other related items shall be established and approved by the District prior to the Contractor shipping any products.
- 2.12.6. Shipping costs shall be paid directly to the Contractor, even if a third party shipper is selected, unless approved by the District's Textbook Program Manager or designee ("Program Manager") in writing.
- 2.12.7. If the Contractor elects to use a third-party shipper, the District shall approve such use in writing prior to any commitments to a third-party shipper.
  - 2.12.7.1. The District shall schedule and establish arrangements with the third-party shipper, unless approved in writing by the District's Textbook Program Manager.
- 2.12.8. District staff will not be responsible for off-loading trucks, bring Deliveries inside the buildings or assisting in any manner.

2.12.9. Each order shall be separated, packaged, or palletized per District location by the Contractor, as to not have any loose items.

2.12.10. Delivery cartons shall be labeled with the following:

- 2.12.10.1. Purchase Order Number,
- 2.12.10.2. District Location,
- 2.12.10.3. District Location Address,
- 2.12.10.4. Contractor Name,
- 2.12.10.5. Statement of Contents, and
- 2.12.10.6. Attn: Poudre School District

2.12.11. All Deliveries must be accompanied by Delivery tickets or packing slips, and shall contain the following information for each item delivered in shelf list order:

- 2.12.11.1. Purchase Order Number,
- 2.12.11.2. Contractor Name,
- 2.12.11.3. Name and description of Delivered Item,
- 2.12.11.4. District Location,
- 2.12.11.5. Item Number,
- 2.12.11.6. Quantity Ordered, and
- 2.12.11.7. Quantity Delivered.

2.13. **Product Delays.** If the Contractor experiences a back order of items from its distributor or manufacturer, the Contractor shall ensure that such back orders are filled within 60 days from delivery date and shall not delay the timeline for completion identified in section 3.5.

2.13.1. The Contractor shall not invoice the District for back ordered items until items are delivered and accepted by the Program Manager. The District shall determine what constitutes a reasonable period of time and cancel back orders and seek the items from another Contractor.

2.13.2. Contractor must notify the Program Manager in writing for all Products that are discontinued and provide a recommendation in writing for a comparable Product substitute.

2.13.2.1. Program Manager must be notified no less than thirty (30) days from receipt of the District's Product list for all discontinued Products and allowed to review Product substitute for approval or denial of Product substitute.

2.13.2.2. In the event the substitute is denied by the Program Manager, the District retains the right to request alternate Products.

2.13.2.3. Substitutions shall only be permitted if approved in writing by the Program Manager. All products not approved in

writing by the Program Manager shall be rejected and payment not due by the District.

2.14. **Inspection.** Payment for Services furnished under the Contract shall not constitute acceptance thereof. The Program Manager shall have the right to inspect Services provided, the product of such Services, and to reject any or all of which are in the District's judgment defective or nonconforming. In addition to the District's other rights, Services rejected, and Services supplied in excess of quantities specified in the Contract may be returned to Contractor at Contractor's expense. The District may charge Contractor all expenses of examining, repairing and correcting such Services. In the event the District receives Services where defects or nonconformity is not apparent upon examination, the District may require replacement and/or payment of damages upon discovery of the defects or nonconformity. Nothing contained herein shall relieve, in any way, Contractor from the obligation of testing, inspection, and quality control.

2.14.1. Delivery will be inspected by the Program Manager within five (5) working days of project completion to confirm award specifications have been met.

2.14.2. Defective, damaged, or non-conforming items shall be replaced by the Contractor at no cost to the District within seven (7) days from notice provided by the District.

2.15. **Acceptance of Services.** Services are considered complete, only after the Program Manager has inspected and formally accepted Services in writing. Payments will not be made until Services are formally accepted.

2.15.1. The Program Manager reserves the right to cancel Services at any time upon written notice, including Services which may have been requested and have not been completed.

2.16. **Invoicing.** Contractor will provide invoices for the Services at the rate specified in {EXHIBIT NUMBER OR SECTION}. 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.

2.16.1. 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.

2.16.2. Invoices which do not conform with the agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.

2.16.3. 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.

2.16.4. Invoices shall be sent to ap@psdschools.org.

2.16.5. **Tax Exemption.** The District is exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.

2.17. 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.

2.18. 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.

2.19. 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.

2.20. 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.

### 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, 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.

6. **Use of Confidential Student Records and Information.**

6.1. Under the Agreement, 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 Agreement; and (d) at the conclusion of the term of the Agreement 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 Contract disclose confidential student records and information to subcontractors as identified in Exhibit {EXHIBIT NUMBER} ("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 its 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 *et seq.* ("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 {EXHIBIT FOR DATA AND THIRD PARTY}: (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 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. **Access to District Server.** If access to any District server is necessary for the functionality of the Contractor's services. Upon written approval by the Executive Director of Information Technology or designee, the District grants the Contractor limited access to the District server for the sole purpose of providing Services

9.1. The Contractor agrees to protect the confidentiality, integrity and availability of all electronic District or student information at all times.

9.2. The Contractor agrees to take proper steps to ensure the security of the device in which they connect to the District's systems remotely. The Contractor agrees not to copy information accessed remotely to local devices and or portable devices. Printing information is not permitted unless specific authorization has been granted.

9.3. The Contractor shall not share passwords, codes, credentials or user accounts with others.

9.4. The Contractor shall have a valid and up-to-date antivirus agent installed to ensure protection against malware and viruses upon connection to the District network.

10. The Contractor acknowledges that if the District determines in its discretion that remote access has been compromised by unauthorized parties, or that remote access has been misused, the Contractor's access will be disabled or terminated immediately.

11. **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: Tracy Stibitz  
2407 LaPorte Avenue  
Fort Collins, CO 80521  
E-mail: tstibitz@psdschools.org

{Company Name}.  
Attn: {Notice Name}  
{Vendor Address}  
{City, State Zip Code}  
Email: {Vendor email address}

12. **Insurance.** {INSURANCE SECTION}

13. **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.

14. **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.

15. **General Provisions.**

15.1. **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.

15.2. **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.

15.3. **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.

15.4. **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.

15.5. **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.

15.6. **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.

15.7. **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.

15.8. **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.

15.9. **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.

15.10. **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.

15.11. **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.

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

15.13. **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.

15.14. **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.

15.15. **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.

{COMPANY NAME}

POUDRE SCHOOL DISTRICT R-1

By: \_\_\_\_\_

By: \_\_\_\_\_

{SIGNATORY NAME}  
{SIGNATORY TITLE}

R. David Montoya  
Executive Director of Finance

By: \_\_\_\_\_

{DISTRICT SIGNATORY NAME}  
{DISTRICT SIGNATORY TITLE}

SAMPLE ONLY: MODIFICATIONS TO THIS DOCUMENT ARE NOT PERMITTED