

PERRIS UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL SERVICES - AMENDMENT NO. 1

This Amendment to the Service Agreement, made and entered into this 16th day of June 2022, by and between the Perris Union High School District of Riverside County, California, hereinafter referred to as “DISTRICT” and Walsworth, hereinafter referred to as “CONSULTANT”.

WHEREAS the DISTRICT and CONSULTANT entered into an Agreement for Yearbook Publication Services Agreement at Paloma Valley High School on April 22, 2021.

NOW, THEREFORE, the parties agree as follows:

1. Modify Section 1: TERM of the Agreement as follows:
 - 1.1. TERM: The term of this Agreement shall be from July 1, 2022, to June 30, 2023.
 - 1.1.1. The contract may be renewed annually upon mutual consent expressed in writing by the District and Contractor for up to three (3) additional one (1) year terms in accordance with Education Code 17596.
 - 1.1.2. The agreement will not automatically renew.
 - 1.1.3. Quoted prices must be in effect for all orders during the initial term.
 - 1.1.4. All contracts shall be signed by the Deputy Superintendent or Director of Purchasing for the Perris Union High School District and NOT anyone at the school site.
 - 1.1.5. Escalation costs for subsequent terms must be stated in writing and approved by the District prior to the new contract term.

OBLIGATIONS UNDER THE AGREEMENT: The parties agree that all terms, conditions, and obligations of the agreement remain in effect throughout the Term except for those provisions of the agreement that are directly contradicted by this pricing change, in which event the terms of this extension shall control over the agreement.

SEVERABILITY: If any part or parts of this extension shall be held unenforceable for any reason, the remainder of the extension shall continue in full force and effect.

— *Signature Page - Next page* —

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written above:

Walsworth

 5/16/22

Consultant's Signature Date

9361 Klusman Ave.

Address

Rancho Cucamonga, CA 91730

City State Zip

951-288-3713

Phone Fax

monica.loera@walsworth.com

Email Address

Perris Union High School District

By Title

Authorized District Signature Date

EXHIBIT A

Walsworth Purchase Agreement

Yearbook Purchase Agreement

Walsworth yearbooks

Account Paloma Valley High School
31375 Bradley Rd
Menifee, CA 92584-9368

Customer# 308205
Sales rep Monica Loera
Job# 1077380

Yearbook Contact Shaun Jones
Title Yearbook Adviser
Phone 9515006186
Email shaun.jones@puhsd.org

Admin Contact Shaun Jones
Title Yearbook Adviser
Phone 9515006186
Email shaun.jones@puhsd.org

Delivery Spring

Account Status Customer

Requested Ship Week 05/15/23

Delivery Year 2023

Ship date is dependent upon customer meeting copy and proof return deadlines.
Delivery is planned by the end of the following week.

Beginning year of term

Term Agreement

Total years of term

Note terms and conditions of Term Agreement in Additional field below

Current year of term

Yearbook Specifications

Program Size	Color Fusion 9	Paper	100# Legend Gloss	UV Coating	<input checked="" type="checkbox"/>
# of Pages	280	Other Paper		UV Coating # of Pages	20
# of Copies	900	Paper Choice by Sig	<input type="checkbox"/>	Page Aspect	Normal
Binding	Smyth-Sewn	Paper Choice		Width	
Board Weight	160 Pt.	Other Paper Choice		Height	
Submission	Online Design	Apply to Sig From		Scented Varnish	<input type="checkbox"/>
Proof	Proofs on Demand	Apply to Sig To			
Cover	Portfolio or Custom 4 color with use of matte, lamination or linen. Virtual cover session				
Endsheet	4 color custom design, different front and back				
Additional					

Autograph Supplement

Quantity: Placement: Size:
Billing Instructions: Page:

Current Events Supplement

Type: Placement: Size:
Quantity: Page: Billing Instructions:

Unprinted Autograph Supplement

Quantity: Placement: Size:
Billing Instructions: Page:

Clear Book Protectors

Quantity: Size: Price: **\$49,825.00**
Billing Instructions:

This Purchase Agreement includes and is subject to the school yearbook plan selected by the Customer as well as the terms and conditions on this and the following page(s).

(Authorized Signature)

(Walsworth Authorized Signature)

(Second Authorized Signature)

This Agreement is entered into between Walsworth Publishing Company, Inc. ("Company") and the customer listed on the reverse side ("Customer"). **Once accepted by the Company, this Agreement becomes a binding contract between the Company and the Customer.** Any changes to the Agreement must be approved by both parties and must be in writing.

BASE OFFER - All yearbooks to be bound with covers as designated on the reverse side. The Customer to prepare and furnish photographs, illustrations and typed copy according to instructional information contained in the Publishing Kit and our online resources.

SPECIAL NOTE - Should the number of yearbooks subject to this Agreement increase or decrease by more than 100 copies, the base cost figure is subject to change. Please consult your representative or the Company for the corrected base cost figure. Additional copies and/or options listed on the reverse side may be ordered in the exact quantities required, but additional pages are available only in four-page or eight-page increments, depending upon the program.

DEADLINES AND DELIVERY - A deadline schedule based on the Customer's requirements will be sent directly to the Customer at the beginning of each school year. Failure to adhere to these guidelines could result in an altered delivery schedule and/or extra charges.

COPY - Copy shall be sent by the Customer in finished form ready for processing. Copy, artwork and photos will not be edited, redone or retouched, unless specifically requested. The Company reserves the right to return to the Customer copy improperly prepared or unlikely to reproduce satisfactorily.

PAYMENT - An initial deposit of **35%** of the Agreement amount is due on or before **October 1** for spring delivery, or at the time the Agreement is signed as customary down payment. For summer/fall delivery, **35%** of the Agreement amount is due with your first copy submission or by **February 1**. An additional deposit of **45%** of the Agreement cost is due **February 1** for spring delivery and **May 1** for summer/fall delivery. All deposits, equal to at least 80% of the Agreement price, must be paid before the book ships. The final amount is due upon receipt of the final invoice. The Customer is responsible for all applicable sales or use taxes. Online Sales for book and ads will be credited to the school's deposit account minus applicable service fees and taxes. If the Customer has instructed in writing the Company to collect sales tax for online sales, the Company will periodically remit such funds to the Customer so that the Customer can remit those funds to the applicable taxing authorities.

ARTWORK - Professional artwork is available upon request at a reasonable rate. The Company may insert an ad logo without cost to the Customer or the Company. The Company will make a sincere effort to return all the original copy including photographs and artwork; however, we assume no responsibility for their loss or damage.

ADDITIONAL SERVICES CHARGES - Upon Customer request, correction work to photos and/or layouts can be done by the Company and will be charged for on a scheduled basis.

PREPARATORY MATERIALS - Plates are the property of the Customer and will be stored by the Company for a period of 30 days. Unless notified differently by the Customer, all plates will be destroyed after this 30-day period. The Customer understands and agrees that all dies, including those for which a charge has been made, remain the property of the Company.

AUTHORITY - Customer represents and warrants to the Company that (a) the Customer has the right and authority to enter into this Agreement and (b) the person signing this Agreement on behalf of the Customer has the right and authority to sign this Agreement and to bind the Customer thereby.

CUSTOMER INDEMNIFICATION - Since the Company exercises no editorial control over the content of the yearbook, including copy, photos and graphics, Customer agrees to protect the Company from economic loss and any other harmful consequences that could arise in connection with the creation, production and publishing of the yearbook or related materials. This means that Customer agrees, to the extent allowed by applicable state law, to hold the Company harmless and save, indemnify and defend the Company against all claims, demands, actions and proceedings on any and all grounds including without limitation all claims for liability, damages, costs and attorneys' fees. This will apply regardless of responsibility for negligence.

CUSTOMER REPRESENTATIONS AND WARRANTIES - Customer represents and warrants that the subject matter of the yearbook, including advertisements and student appreciation pages, is not copyrighted by a third party and that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. Customer also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. Customer also represents and warrants that the yearbook and related materials do not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The Company reserves the right to use its sole discretion in refusing to print anything it deems illegal, libelous, scandalous or improper.

ABILITY TO REPRODUCE OR DIGITIZE - The Company is hereby granted the perpetual right and license to use, reprint, reproduce or duplicate the Customer's cover design and materials in any manner or format (in whole or in part) including any commercial activity for any business purpose (such as Company sales, marketing, websites, promotional literature, digitizing, samples and for use in other products), in each case without additional compensation to, or obtaining any consent from, Customer or any parents, students or third parties. Further, the Company is hereby granted the perpetual right and license to reproduce or digitize all or part of the Customer's yearbook in any manner or format (in whole or in part) at any time in the future, and offer it for sale, all without compensation to, or obtaining any consent from, the Customer or any parents, students or third parties. The Customer will take such steps as are necessary to assure such rights to the Company, including obtaining any necessary licenses.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES - EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, BECAUSE SOFTWARE IS INHERENTLY COMPLEX AND MAY NOT BE COMPLETELY FREE OF ERRORS. You are advised to verify your work. In no event will the Company be liable for direct, indirect, special, incidental or consequential damages arising out of the use of or inability to use the software or documentation, even if advised of the possibility of such damages. The liability of the Company, if any, for damages relating to any defective product shall be limited to the Agreement price paid for such product.

EXHIBIT B - Yearbook Publication Services

At a minimum, services shall include the requirements set forth below. The District and/or Sites reserve the right to select only the products and services that are deemed necessary and/or appropriate.

1. **Work with designated school agent to set up order dates and other events where services may be required.**
2. **Provide flyers, brochures, order forms (online and paper), mailings, etc. if requested by the the designated school agent.**
3. **If requested by designated school agent, Vendor will visit classrooms to give information on Yearbook Services to students.**
4. **Work with designated school agent to determine delivery dates. Some sites may want you to deliver the product directly.**
5. **If requested by designated school agent, Vendor will come on campus to set-up a booth to present & market the yearbooks to the students.**
6. **Vendor will be liable for replacing and shipping any yearbooks that were not printed correctly per the final approved proofs. There must be a minimum 30 day turnaround for such services. If requested, students may request and receive a refund instead of receiving a corrected yearbook.**
7. **Free Extra books per site: 5 percent of total sale**
8. **Vendor must base deadline dates around school calendars. Deadline dates will be on a monthly basis between October and April. Specific dates must be agreed upon between the designated school agent and vendor's representative.**
9. **If requested by designated school agent, students can work at vendor's location.**
10. **All color book**
11. **Proofs must be submitted to the school through a color hard copy as well as on a from which the designated school agent can make changes. Must also provide ability to reproof pages if necessary. Proofs must be in the same size as the predetermined packages.**
12. **Vendor must turn proofs around within 5 business days. Proofs will be required for all deadlines, including the April deadline**
13. **Vendor must provide support services for training staff members and students. These services must include curriculum and training days operated by the Vendor's representative. The representative shall train students in all of the following areas but not limited to: any proprietary or other vendor based - provided software, Adobe Page Maker, InDesign, Photoshop, and publishing software. Vendor must also provide supplemental support services to train adviser in new technology when necessary.**
14. **Vendor must develop regular meeting schedule with designated school agent. Minimum twice a month with rep if requested by designated school agent.**
15. **Vendor must provide shipping through major suppliers such as FedEx or UPS**
16. **Vendor must provide up-to-date templates that reflect ideas from award winning yearbooks (templates should download onto school's hardware)**
17. **School staff to receive copies of award winning yearbooks to use for cover ideas**
18. **Yearbooks shall ship prior to the date agreed upon between Vendor and school agent (during May each year).**
19. **Vendor must provide web-based software solution with the following capabilities:**
 - 19.1. **Ability for all students to sign on at same time**
 - 19.2. **InDesign Software or comparable publisher-based design software**
 - 19.3. **Ability to run software on Chromebooks**
 - 19.4. **Online book design program**

- 19.5. **Unlimited storage on vendor's server for all sites**
- 19.6. **History capability as backup**
- 19.7. **Ability for students to submit pictures to software via their cellphones (desired but not required)**
- 20. **For the term of the agreement, vendor must provide school(s) with a \$1,000.00 equipment/supply budget. All equipment/supplies shall be returned to the vendor at the end of the contract term.**
- 21. **Vendor must provide yearbook camp options.**
- 22. **Vendor must provide a Yearbook Senior Ad company service. The site will not be responsible for handling parent ads.**
- 23. **Vendor or Vendor's Yearbook Senior Ad company service must provide information to all students prior to registration as follows: package yearbook prices and senior ad prices.**