

**ROCKY MOUNTAIN STUDENT MEDIA CORPORATION
SECOND AMENDMENT TO FISCAL YEARS 2021-2023 OPERATING AGREEMENT**

THIS SECOND AMENDMENT TO FISCAL YEARS 2021-2023 OPERATING AGREEMENT is made and entered into as of the 30th day of June, 2022, by and between The Rocky Mountain Student Media Corporation (“RMSMC”), a non-profit corporation organized under the laws of the State of Colorado and qualified under Section 501(c)(3) of the Internal Revenue Code, and The Board of Governors of the Colorado State University System, a body corporate, acting by and through Colorado State University (the “University” or “CSU”) also for the benefit of the Associated Students of Colorado State University (“ASCSU”), a student organization representing the CSU student body.

RECITALS

A. The University, including ASCSU, and RMSMC are parties to that certain Fiscal Years 2021-2023 Operating Agreement, as amended by the First Amendment effective June 30, 2021 (the “Operating Agreement”), which established RMSMC as a non-exclusive provider of print and broadcast media and educational laboratory experiences to CSU students in return for pre-established annual fees.

B. Under Section 5(B) of the Operating Agreement, the University and RMSMC are directed to execute an amendment to the Operating Agreement regarding the level of funding from ASCSU for the upcoming fiscal year, which begins July 1, 2022 and ends June 30, 2023 (hereinafter, “Fiscal Year 2023”).

C. The Parties hereby agree upon the funding levels and payment terms for Fiscal Year 2023, as set forth herein. In addition, the Parties have agreed that ASCSU may create additional sponsored content for the Collegian each month. Also, the Parties are revising Exhibit A and Exhibit C to the Operating Agreement in order to to update the masthead, and provide for certain Student Video Production.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Operating Agreement as follows:

1. Section 1. CTV.

The Parties agree the last paragraph in Section 1 of the Operating Agreement shall be deleted and replaced with the following:

In addition, for each academic year during the term of this Agreement, upon request by ASCSU, RMSMC, through its Student Video Production unit, agrees to provide – at no additional cost – at least one Student Video Productions photographer or videographer for events and scheduled programs. ASCSU will provide at least 48 hours advance notice to the Student Video Production unit. The total time commitment provided by the Student Video Production unit for these services to ASCSU will not exceed forty (40) hours for any one academic year.

2. Section 5. General Provisions.

The Parties agree that only the specific subsections of Section 5 of the Operating Agreement referenced below shall be amended to state the following:

B. Price/Cost. In Fiscal Year 2023, ASCSU shall pay the following amounts to RMSMC:

- | | |
|--|-------------------|
| 1) Subscription fee for the Collegian and College Avenue Magazine: | \$258,646.52 |
| 2) Television production services from CTV: | 103,222.00 |
| 3) Radio broadcast services and station management of KCSU: | 102,778.35 |
| 4) Educational laboratory experience: | <u>274,765.72</u> |

Total: \$739,412.59

C. Payment Terms. ASCSU will make four equal payments of \$184,853.15 to RMSMC during Fiscal Year 2022, on the following dates: August 1, 2022; November 1, 2022; January 1, 2023; and March 1, 2023. If the payment is due on a day that is not a business day, such payment shall be due on the next succeeding business day. Incorrect payments to RMSMC due to omission, error, fraud, or defalcation shall be recovered from or paid to RMSMC by deduction from or addition to subsequent payment under this Agreement.

N. Advertising Rates; Advertising; Sponsored Content. During the term of this Agreement, RMSMC shall charge University Departments no more than \$7.40 per column inch for Collegian advertising and offer a frequency discount of \$7.25 per column inch for Departments that advertise more than 500 inches per academic year, and student organizations that are officially recognized by the University, no more than \$3.00 per column inch for Collegian advertising and may offer a frequency discount for such organizations that agree to advertise 100 or more inches per semester.

In addition, for each academic year during the term of this Agreement, RMSMC agrees to provide thirty-five (35) half pages of advertising in The Collegian at no additional cost to ASCSU in order to support ASCSU's goals of informing the student body on its ongoing activities. To that end, ASCSU will provide camera-ready art to The Collegian staff at least two (2) days prior to its intended publication in the Collegian, along with a text document and any images (if desired), for the piece to be included in the Collegian and online at Collegian.com.

Also, ASCSU staff may produce up to two (2) articles per month in the printed and digital editions of the Collegian. All content and images must be provided by ASCSU one week before the publish date, preferably as a camera-ready PDF along with a text document and any images. If unused, the ability to place two articles each month does not carry forward to the next month. Each ASCSU article will be designated as "Sponsored Content" (or similar wording) in print and online and will reside in the appropriate section of the Collegian for Sponsored Content in the paper and online versions. In addition, for transparency, the following note should be included at the beginning of each article: "Sponsored content is information provided by an advertiser that has not been vetted or endorsed by the Collegian's editorial staff. This information is made possible through ASCSU's financial support of Rocky Mountain Student Media for the purpose of fostering careers post-college and greater campus awareness and engagement."

2. Amendments to Exhibit A and Exhibit C

The Parties have agreed to update the masthead for the Collegian and College Avenue, and they have agreed that CTV will provide certain Student Video Production for ASCSU, and Exhibit A and Exhibit C have been amended to reflect those changes. Accordingly, Exhibit A to the Operating Agreement is substituted and replaced by the Second Amended Exhibit A and Exhibit C to the Operating Agreement is substituted and replaced by the Amended Exhibit C, and both are attached hereto as Exhibit 1.

3. Except as modified by the provisions of this Second Amendment to the Fiscal Years 2021-2023 Operating Agreement, all other terms and conditions in the Operating Agreement remain in full force and effect. In the event of any conflict, inconsistency, variance or contradiction between the provisions of the Operating Agreement and the provisions of this Second Amendment to the Operating Agreement, the provisions of the Second Amendment to the Operating Agreement shall supersede, govern, and control.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

The person signing for RMSMC hereby swears and affirms authorization to act on its behalf and acknowledge that the State is relying on their representations to that effect and accept personal responsibility for any and all damages the State may incur for any errors in such representation. *

ROCKY MOUNTAIN STUDENT MEDIA CORPORATION

Peter Waack

By: Peter Waack (Oct 6, 2022 14:33 MDT)

Peter Waack, President
Rocky Mountain Student Media Corporation

Date: Oct 6, 2022

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through Colorado State University

Brendan Hanlon

By: _____

Brendan Hanlon, Vice President for University
Operations
Colorado State University

Date: _____

ASSOCIATED STUDENTS OF COLORADO STATE UNIVERSITY

Robert Long

By: _____

Rob Long, President

LEGAL SUFFICIENCY:

Jason Johnson

By: Jason Johnson (Sep 12, 2022 09:58 MDT)

Jason L. Johnson
General Counsel and
Special Assistant Attorney General

ALL CONTRACTS REQUIRE APPROVAL BY THE COLORADO STATE UNIVERSITY CONTROLLER

C.R.S. § 24-30-202 and University Policy require the Colorado State University Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the University Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

COLORADO STATE UNIVERSITY CONTROLLER

By: *David Ryan*
David Ryan (Oct 6, 2022 16:54 MDT)

Date: Oct 6, 2022

EXHIBIT 1

Second Amended Exhibit A – Scope of Work for the Rocky Mountain Collegian, a newspaper, and College Avenue, a magazine

Amended Exhibit C – Scope of Work for CTV

SECOND AMENDED EXHIBIT A

**ROCKY MOUNTAIN STUDENT MEDIA CORPORATION
FISCAL YEARS 2021-2023 OPERATING AGREEMENT**

**SCOPE OF WORK FOR THE ROCKY MOUNTAIN COLLEGIAN, A NEWSPAPER,
AND COLLEGE AVENUE, A MAGAZINE**

1. The Rocky Mountain Collegian

RMSMC shall publish The Rocky Mountain Collegian (“Collegian”) as a newspaper and digital medium with paid advertising, directed primarily, but not exclusively, to the students, faculty and staff of Colorado State University and distributed on the CSU campus and Fort Collins community.

The Collegian digital content shall be published and distributed each weekday on multiple digital platforms during the fall and spring semesters and weekly during the eight-week summer term. The Collegian shall publish a minimum of one (1) printed edition each week during the fall and spring semesters. The Collegian shall be distributed to outlets on the CSU campus in Fort Collins as well as on the Internet. RMSMC shall distribute at least 4,000 copies on days an edition is printed during the spring and fall semesters. In addition, the parties agree that the minimum number of print copies of the Collegian may be adjusted by written agreement of the parties during the term of the Agreement, depending upon the results of a distribution audit.

The Collegian shall be written and edited by currently enrolled CSU students, and may include content from CSU faculty and staff, as well as community members. The minimum number of hours required to determine students’ employment eligibility, students’ status as degree seeking, and other standards will be defined by RMSMC’s operating policies and procedures and provided upon request to the University;

The Collegian shall:

- Educate, inform, and entertain its readership;
- Foster a working environment where CSU students are educated about professional journalistic skills, values, ethics, and responsibilities, visual arts, business, advertising, management, and leadership;
- Provide a forum or promote other methods, such as online or by written submission, for gathering public input and areas of concern to the CSU community and the larger community beyond the University;
- Subscribe to the journalistic standards of the Society of Professional Journalists Code of Ethics, a copy of which is attached hereto;
- Follow the Code of Ethics for RMSMC Journalists, a copy of which is attached hereto, which shall annually be reviewed and revised by RMSMC, as necessary. As part of the review process, RMSMC shall provide an opportunity to solicit input online and in print from the community, including ASCSU, CSU students and the University.

The Collegian shall provide experience and training to Colorado State University students including those enrolled in journalism and technical communications;

During the term of this Agreement, no less than three-quarters of The Collegian’s editorial board shall be currently enrolled CSU students.

Each issue of The Collegian shall bear upon its masthead the following inscription: “This publication is not an official publication of Colorado State University, but is published by an independent corporation using the name ‘The Rocky Mountain Collegian’ pursuant to a license granted by CSU. Approximately [XX%] of Rocky Mountain Student Media Corporation’s income is provided by the Associated Students of Colorado State University (ASCSU) for the purpose of fostering student careers post-college and greater campus awareness and engagement.” This masthead shall have a comparable location and size on the RMSMC website licensed herein.

The Collegian enjoys the freedom of speech guaranteed by the First Amendment to the United States Constitution. In addition, RMSMC is bound by its contractual obligations under the Operating Agreement.

2. College Avenue, a magazine

RMSMC shall publish one edition of the College Avenue magazine each Fall and Spring semester for distribution on “College Avenue” stands located on the CSU campus. College Avenue will include general interest content and paid advertising directed primarily, but not exclusively, to the students, faculty and staff of Colorado State University;

College Avenue also shall be distributed on the Internet;

College Avenue shall be written and edited by currently enrolled CSU students. The minimum number of hours required to determine students’ employment eligibility, students’ status as degree seeking, and other standards will be defined by RMSMC’s operating policies and procedures, which will be provided upon request to the University;

College Avenue shall:

- Educate, inform, and entertain its readership;
- Foster a working environment where CSU students are educated about professional journalistic skills, values, ethics, and responsibilities, visual arts, business, advertising, management, and leadership;
- Provide a forum for the free expression of ideas of public concern to the CSU community and the larger community beyond the University;

College Avenue shall provide experience and training to Colorado State University students including those enrolled in journalism and media communications;

During the term of this Operating Agreement, no less than three-quarters of College Avenue’s editorial board shall be currently enrolled CSU students (as defined by the Corporation’s operating policies and procedures defining students);

Each issue of College Avenue shall bear upon its masthead the following inscription: “This publication is not an official publication of Colorado State University, but is published by an independent corporation using the name ‘College Avenue’ pursuant to a license granted by CSU. Approximately [XX%] of Rocky Mountain Student Media Corporation’s income is provided by the Associated Students of Colorado State University (ASCSU) for the purpose of fostering student careers post-college and greater campus awareness and engagement.” This masthead shall have a comparable location and size on the RMSMC website licensed herein.

College Avenue staff shall subscribe to the standards of the Society of Professional Journalists Code of Ethics and the RMSMC Code of Ethics, as they may be amended from time-to-time;

College Avenue enjoys the freedom of speech guaranteed by the First Amendment to the United States Constitution. In addition, RMSMC is bound by its contractual obligations under the Operating Agreement.

AMENDED EXHIBIT C

ROCKY MOUNTAIN STUDENT MEDIA CORPORATION ("RMSMC") OPERATING AGREEMENT

FISCAL YEARS 2021-2023

SCOPE OF WORK FOR CTV

1. CTV will provide the following content:
 - CTV will provide programming when classes are in session during the fall and spring semesters.
 - CTV student staff is wholly responsible for editorial control and review of its programming.
 - In Fiscal Years 2021-2023, CTV will produce one news, sports, and long form feature weekly programs of not less than 15 minutes each (14:20) for a minimum of 13 weeks during the fall and spring semesters. Each show will be delivered electronically to the CSU-TV playout server by 8:00 p.m. Tuesdays through Thursdays or at such times as mutually agreed upon by CSU-TV and RMSMC. Total run time typically does not exceed 29:54. Currently, no programming will be provided over summer and winter breaks.
 - CTV will provide additional special interest/music/community programming as available from students.
 - RMSMC is authorized to provide additional programming that fits the interests of the CSU and Fort Collins community, and the parties agree to discuss any additional content to be provided in the future, as needed.

2. CSU-TV will provide the following programming times and resources (subject to revision as agreed to in advance by CSU-TV and RMSMC):
 - Programming running twenty-four hours a day, seven days a week.
 - Place CTV programming on playout server with UPS battery backup.
 - Engineering support of 8 hours per week during the academic year.
 - Include CTV schedule to the posting of CSU-TV Channel 11 in TV Guide (ie. CTV News, CTV Sports, etc.)

3. Financial arrangements:
 - As set forth in the Student Fee Review Board funding allocation, RMSMC will pay annually for CSU TV 11 studio operational and maintenance expenses. The allocation of the RMSMC funding for maintenance and operational expenses will be determined by a committee comprised of representatives from DUC, JMC, and RMSMC. If operational and maintenance expenses do not total \$20,000 during the fiscal year, RMSMC will pay the remaining amount prior to the end of each fiscal year to the CSU department designated by the University for anticipated future operational and maintenance expenses.

4. Additional understandings:
 - The provisions of this Scope of Work for CTV may be discussed each year and amended as agreed to by the parties, in writing.
 - CSU-TV station IDs will run at the top and bottom of the hour when CTV programming is airing.
 - RMSMC, Department of Journalism, and DUC lead staff members will meet on a regular basis to ensure consistent and productive communication and analysis of objectives and progress.

AMENDED EXHIBIT C

- The University will create a Pilot Committee consisting of two Department of Journalism faculty (Greg Luft and Joe Champ), the DUC Director of Photography and Videography on behalf of CSU-TV (Mike Hooker), RMSMC CEO/President (Peter Waack), and the CTV Station Manager or his/her designee to evaluate new show ideas submitted by CTV to determine if such new pilots are acceptable to the University for airing on its Channel 11 (CSU-TV). This committee will only review pilots of proposed new shows, documentaries, etc., and not existing weekly news and sports shows for which CTV is wholly responsible for editorial control and review. If CTV wishes to substantially change a show that was previously approved by the Pilot Committee, CTV shall resubmit the show to the Committee for review and approval.
- CTV shall provide experience and training to all University students including those enrolled in journalism and technical communications.
- CTV will adhere to the journalistic standards of the Code of Ethics adopted by the Radio and Television News Directors Association and the RMSMC Code of Ethics, copies of which are attached hereto and incorporated herein.
- CTV will comply with all applicable local, state, and federal laws and regulations, including those of the FCC.