



Service Agreement

North Pointe Elementary School

Lifetouch ID: 228805

Account Representative Email:
tammy.gerdes@lifetouch.com

School Year(s): 2021-2022

Contract Length: 1

Account Information

North Pointe Elementary School
875 N Bend Rd
Hebron, KY 41048

Main Phone: 859-334-7000
Enrollment: 550
Grades: Pre-K - 5

Summary of Programs Provided

- | | | | | |
|--|---|---|--|----------------------------------|
| ☒ Fall Individuals | ☐ Yearbook | ☐ Groups | ☐ Commencements | ☐ Service |
| ☒ Spring Individuals | ☐ Prestige Seniors | ☐ Prom/Dance | ☐ Other/Misc | |
| ☐ Underclass Grads | ☐ Sports | ☐ Special Events | | |

Program/Event	Start Date	End Date	Start Time	End Time	Each Day	Est. Headcount	Setup Location
Fall Individual - Original (Fall Individuals)	09/15/2021	09/15/2021	7:30 AM	8:30 AM	2:00 PM	500	2 Cameras
Fall Individual - Retake (Fall Individuals)	10/25/2021	10/25/2021	9:00 AM	10:00 AM	1:00 PM	100	1 Camera
Fall Individual - Candid (Fall Individuals)	04/28/2022	04/28/2022	7:30 AM	8:30 AM	1:00 PM	500	1 Candid Camera
Additional Notes: Yearbook Included in Agreement							
Spring Individual - Original (Spring Individuals)	03/14/2022	03/14/2022	7:45 AM	9:00 AM	1:30 PM	500	2 Cameras

*Proposed details or TBD if blank

Account Services

- | | |
|--|--|
| ☐ Yearbook - Media CD/DMD | Yearbook Provider: |
| ☐ Parent Notify | Parent Notify Contact: |
| ☐ Storefront | Storefront Contact: |
| ☒ Lifetouch Portal | Lifetouch Portal Contact: Jennifer Scott |

Other Services

Color Portrait Strip
(Pilot) Photo ID Laminated No Punch

Additional Details

Contact Information

Contact Name	Title	Role	Phone	Email
Casey Voisard	Administrative Assistant	Picture Day Contact	859-334-7007	casey.voisard@boone.kyschools.us
Kelly Smith	Principal	Primary Contact	859-334-7000	kelly.smith@boone.kyschools.us
Jennifer Scott	Other	Portal Contact; Yearbook Adviser	859-334-7000	jennifer.scott@boone.kyschools.us
Bonita Bolin		School Support Staff	859-282-3194	bonita.bolin@boone.kyschools.us

Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Signatures

Tammy Gerdes

Account Manager

Casey Voisard

Administrative Assistant

Kelly Smith

Principal

**AGREEMENT BETWEEN NORTH POINTE ELEMENTARY AND LIFETOUCH NATIONAL SCHOOL
STUDIOS, INC.
FOR STUDENT PHOTOGRAPHY SERVICES**

This Agreement is made and entered into by and between Hamilton City Schools hereinafter referred to as "North Pointe Elementary" and Lifetouch National School Studios.

I. Contractor will deliver photography services to all North Pointe Elementary School according to the following requirements:

Fall Portraits:

A. The photographer shall furnish all written information to be sent to parents/guardians as requested by the building principal.

B. The photographer will generate packages for students paying on picture day to be distributed within three - four weeks of picture day.

C. All accounting and recording of student package selection is to be performed by the photographer. At least one person shall accompany each photography team to assist with the record keeping.

D. Parent volunteers will receive package vouchers to use for a Future Lifetouch portrait package purchase.

E. Principals will be contacted yearly for student picture day arrangements and the number of photographers required.

F. Current commission structure is based on percentage of total sales and is set at 16%

G. Packages will be labeled and sorted alphabetically by homeroom or by grade, as requested by the building principals.

H. All photos are to be guaranteed unconditionally. The parents/guardians may reject any or all photos that they feel are of poor quality, and it shall be the photographer's responsibility for retakes at no additional cost. All refunds are to be handled through the photographer, who will provide forms to be filled out by parents/guardians.

I. The photographer must return at a later date for retakes at no additional cost to parents/guardians or the District. Retake photos must be uniform with similar head sizes, centering, and

background to the original photos. An alphabetical listing of students who go through the retake process shall be furnished to the school.

J. Reorders will be handled through the photographer as indicated by directions included in the picture envelope.

K. The photographer must use equipment which centers the subject and adjusts for head size and skin tone.

L. Pictures are to be taken in the fall of the year, on dates arranged with the principal of each school,

M. The photographer will provide the following Standard Services: Picture Day Kit, Local Customer Service, Digital Photography System, Delivery Within 15 Days, Local Employee Owned Company, Local Representative, Trained Professional Photographers, Pre-Typed Name On Card Service.

N. Photographer will provide the following Value Added Portrait Services: Bar-Coding Services, Lifetouch Rewards and Recognition Program, Alpha Sort Packages, and SmileSafe Kids cards in partnership with the National Center for Missing and Exploited Children.

O. Other Required Services. The following additional services must be provided to each school, at no additional cost.

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Four adhesive backed color photos of each student, including all students who do not purchase a package, for school office and teacher use.

Digital image downloads will be provided for yearbook use. The format of photos is to be determined by the school principal and/or school yearbook advisor.

A log into Lifetouch school portal disk containing digital images of the pictures for all of the students in the school, including all students who do not purchase a package. Download will have bar-coding capability. An additional log in must be provided to the District's central district office, images must be delivered within 14 days following retake day.

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Payment Card Industry (PCI) Compliance with the highest level of security

All employees must undergo fingerprinting and a FBI/BCI background check

Yearbook:

A. Principals and/or yearbook advisors will be contacted yearly for yearbook arrangements and the number of books required.

B. The contractor shall furnish all written information to be sent to parents/guardians as requested by the building principal and/or yearbook advisor.

C. Each school will have the opportunity to determine the needed requirements for their specific yearbook.

D. Photographer will provide one day of complimentary yearbook activity photography. Day and time to be scheduled by the building principal and/or yearbook advisor with Lifetouch.

Schools responsibilities:

A. District will provide the contractor with student name, grade, homeroom, ID number, and primary contact email for school services at least 15 days prior to picture day.

B. Each school will disseminate school picture day announcements and package and price information 5 days prior to picture day.

C. District will designate Lifetouch as the preferred school photography vendor and allow Lifetouch first rights to all secondary school dances and proms, panoramics, senior portraits, graduations and yearbooks.

II. Agreement Term: 2021- 2024 School Year, unless terminated earlier by law or as provided herein.

III. Kentucky law shall be used to construe and interpret this Agreement, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Ohio.

IV. All of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in the performance of the Agreement is intended to be used only for this purpose.

V. The District has the right to terminate this Agreement with or without cause upon providing ninety (90)

days written notice to the Contractor of the District's intent to terminate. Termination of this Agreement shall not discharge any liability or responsibility to perform the terms of this Agreement prior to the effective date of the termination.

VI. The Contractor and the District shall each be responsible for the acts of their respective officers, employees or agents and not the acts of the other party's officers, employees or agents. It is the intention of the parties that the Contractor is and shall be considered an independent contractor. The Contractor agrees to keep in effect a policy of commercial general liability insurance to insure against liabilities up to \$300,000 for each claimant and \$1,000,000 for each single occurrence. Upon request, the Contractor shall be required to provide a Certificate of Insurance to the District evidencing the coverage. The Contractor further agrees to defend, indemnify and hold the District harmless from any claims, demands, actions or causes of action for injuries or damage to person or property arising out of any intentional or negligent act or omission on the part of the Contractor, its agents or employees in the performance of this Agreement; however, this provision has no effect if, but only if, the sole proximate cause of the injuries or damage is the intentional or reckless conduct of the District.

VII. The Contractor shall not assign this Agreement or any of the rights, duties or payments arising under this Agreement to any third party without the written consent of the District.

VIII. All notices required under this Agreement must be in writing and provided to the designated contact person for the other party. The parties shall keep each other informed in writing of any change in the designated contact person.

IX. The Contractor warrants that Student Pictures will conform to the requirements herein, shall be of good merchandisable quality and fit for the known purpose for which they are intended under this Agreement. This warranty is in addition to any standard warranty or service guarantee given by the Contractor to the District and/or the parents/guardians or any warranty provided by law.

X. The District shall be relieved from all risks of loss or damage to the Contractor's materials or equipment during periods of transportation and during the entire time Contractor provided service in the District.

XI. The Contractor and all his or her employees and service providers shall not be considered employees of the District while engaged in the performance of any work or services required herein, and shall be Independent Contractors.

XII. Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, war, acts of God, unusually severe weather, acts of public authorities, delays or defaults caused by public carriers. The defaulting party must give notice as soon as possible to the other party regarding the inability to perform

XIII. No person may smoke or use a tobacco product in any building or upon any grounds owned or leased and occupied by the District,

XIV. This document shall constitute the Agreement between the parties as though fully written herein. The Agreement is the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings or agreements. Any alterations, variations, modifications or waivers of the Agreement shall only be valid when they are agreed to in writing and signed by authorized representatives of the District and Contractor.

IN WITNESS WHEREOF, the undersigned parties hereby acknowledge that they have read and understand the Agreement and have executed it on the dates recorded below.

Signatures:

Tammy

Gerdes 4/1/21

Tammy Gerdes

Lifetouch