



FLOYD COUNTY BOARD OF EDUCATION  
Anna Whitaker Shepherd, Superintendent  
442 KY RT 550  
Eastern, KY 41622  
Telephone (606) 886-2354 Fax (606) 886-4550  
www.floyd.kyschools.us

Linda C. Gearheart, Board Chair - District 1  
William Newsome, Jr., Vice-Chair - District 3  
Dr. Chandra Varia, Member - District 2  
Keith Smallwood, Member - District 4  
Steve Slone, Member - District 5

**Consent Agenda Item (Action Item):** Approve Agreement between Floyd County Schools and Lifetouch for the publication of the Floyd County Schools Yearbook.

**Applicable State or Regulations:** BOE Policy 01.11 General Powers and Duties of the Board.

**Fiscal/Budgetary Impact:** N/A

**History/Background:** This is a continued relationship with Lifetouch. The company needs and updated contract yearly. Price per book has increased to \$44 per yearbook due to supply chain issues, etc.

**Recommended Action:** Approve as presented.

**Contact Person(s):** Bobby Akers, Chief Communications Officer

N/A  
Principal

[Signature]  
Director

Anna W. Shepherd  
Superintendent

**Date:**  
November 21, 2022



2023-2024 Yearbook Sales Agreement

Agreement Valid Through: 2023-2024

**Account:** Floyd Co School District      **LID #:** 265452      **Phone #:** 606-886-2354  
**Address:** 442 KY Rt 550, Eastern, Kentucky, 41622      **Enrollment:** 6159  
**Adviser Name:** Laura Hyden      **Adviser Email:** laura.hyden@floyd.kyschools.us      **Adviser Phone:** 606-886-2354  
**Ship Yearbooks To:** Account      **Send Invoice To:** Account

Yearbook Specification

**Size:** 8      **Number of Pages:** 700      **Number of Copies:** 700      **Photographed By Lifetouch:** Yes

	School	Consumer
Yearbook Pricing Per Copy	\$ 57.00	\$ 35.00

Yearbook Dates

**Requested Arrival Date:**08/09/24      **Website Activation Date:**09/12/23      **YB Pay Type:** Direct - Cash, Check and Online  
**YB Pay Activation Date:**09/12/23      **Cover Deadline:**12/18/23  
**Final Page Deadline:**06/24/24      **Final Quantity Deadline:**05/27/24

Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.

### Cover and Binding Type

	School	Consumer
<b>Cover Type:</b> Hard Cover Size 8	\$ 0.00	\$ 0.00
<b>Binding Type:</b> Smythe Sewing	\$ 0.00	\$ 0.00
<b>Cover Design:</b> Original Cover	\$ 0.00	\$ 0.00
<b>Cover Material:</b> Paper	\$ 0.00	\$ 0.00
<b>Cover Lamination:</b> Gloss	\$ 0.00	\$ 0.00
<b>Binder Board:</b> 120 pt	\$ 0.00	\$ 0.00
<b>Paper Weight:</b> 80# Gloss	\$ 0.00	\$ 0.00
<b>Foil Icons:</b> Debossed Foil Icons	\$ 1.65	\$ 2.50
<b>Spine Printing:</b> Foil Spine Printing	\$ 0.00	\$ 0.00
<b>Endsheet Type:</b> Full-Color Original Design Endsheets SFB	\$ 0.00	\$ 0.00
<b>Endsheet Paper:</b> White Matte Paper 100#	\$ 0.00	\$ 0.00

### Cover Personalization

	School	Consumer
<b>Personalization:</b> Debossed Foil Names 1Line(Diff Qty)	\$ 4.00	\$ 5.00

### Consumer Enhancements

School Consumer

### Shipping and Handling

	Price
<b>Shipping &amp; Handling Model</b>	Actual Cost \$ 0.00
<b>*Estimated School Total w Ship &amp; Handling</b>	\$ 39900.00
<b>Per Copy (Including Shipping &amp; Handling)</b>	\$ 57.00
<b>Deposit Rate</b>	50 %

\* School Price excludes any applicable taxes. Lifetouch will apply all applicable transaction taxes on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented for approval prior to finalization.

### Signatures

The School, by its authorized representative, designates Shutterfly Lifetouch, LLC (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions in this document.

**Lifetouch Representative (Signature)**

**Lifetouch Representative**

**Date**

DocuSigned by:  
*Danny Stamper*  
36522AC7057A45C...

Danny Stamper

9/8/2023

Email Address: dstamper@lifetouch.com

Authorized School Representative (Signature)

Authorized School Representative

Date

Anna Shepherd

## Terms of Publication Agreement

**THIS PUBLICATION AGREEMENT** includes the Terms on the front and back of this form and cannot be changed except in writing, signed by the School and Shutterfly Lifetouch, LLC. ("Lifetouch")

**LIFETOUCH** will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

**INTERNET-BASED APPLICATION:** Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.

**EMAIL COMMUNICATIONS:** Many yearbook communications between Lifetouch and the School will be by email. The Yearbook Adviser email address designated on the front of this Agreement, or such other email address as provided by the School, will be an agreed communication address and communication method. The School agrees to regularly monitor and keep secure the email address and advise Lifetouch promptly of any changes.

**PHOTOGRAPHS AND GRAPHICS:** Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

**PROOFS:** So that production will not be delayed, the School agrees to check proofs and return them in the envelope provided or approved via the Web site within 48 hours after receipt. Delay in returning proofs will delay delivery of the yearbooks.

**DELIVERY:** For on-time delivery, Lifetouch must receive the materials for the correct pages (including cover selection and final order quantity) on or before the deadline dates indicated on the front of this Agreement as may be updated via the Web site. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline date. Handwork in the book or on the cover will require the final deadline to be one week earlier. Books will be shipped to the School.

**ADDITIONAL CHARGE ITEMS:** The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or debossing dies and designs developed at the School's expense, are provided to the School on a nonexclusive basis, and Lifetouch retains all copyrights therein. Charges will be discussed with a School Representative and appear on the final invoice.

**END USER BOOK SALES:** As a convenience to the School, Lifetouch may collect payments from end users (parents and students) on the school's behalf. In all cases, the Seller of the yearbook to end users is the School or associated School organization, not Lifetouch. Sales tax may or may not apply depending on applicable state and local laws. The School is solely responsible for collecting and remitting any taxes applicable to yearbook sales to end users.

**PAYMENT PLAN:** The School is the purchaser of the books. The School agrees to pre-sell all books. The School agrees to pay a minimum deposit per the Deposit Rate indicated in the Agreement Details above by the time final pages are submitted to Lifetouch's plant. A deposit notice will be sent at the later of on or about October 1 or 30 days after this Agreement has been signed. The deposit must be remitted to Shutterfly Lifetouch, LLC, Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment.

**PAYING BY CHECK:** When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction, or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives payment, and the financial institution will not return the check. A service fee may be charged on returned checks.

**THE SCHOOL** grants to Lifetouch and its related companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.

**MISC:** Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

**LIFETOUCH** reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of the School.

**THE SCHOOL** is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch. The School releases Lifetouch and, to the extent permitted by applicable law, will indemnify and hold harmless Lifetouch, its affiliated companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

**CANCELLATION:** This Agreement is not subjected to cancellation by either party during the term of this Agreement except by written consent of both the School and Lifetouch.

**NEITHER PARTY** is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

**Remit Payment To:**  
Shutterfly Lifetouch, LLC  
Accounts Receivable  
PO Box 46993  
Eden Prairie, MN 55344-9728

**Yearbook Adviser Support**  
Email: [yearbookadvisersupport@lifetouch.com](mailto:yearbookadvisersupport@lifetouch.com)  
Phone: 1.800.736.4761