

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 1.9.2024

Contract/Agreement Vendor:

Name of Vendor & Contact Person

Vendor Email Address

Describe Contract (Technology, program, consultant-prof Development, etc.)


Please use Summary below to fully explain the contract purchase , any titles, and details for the Board of Education to review.

Reason/Audience to benefit

BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: 

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin:

Leadership Team Member:

Funding Source:

Fund/Project OCAS Coding

☒ **Consent**

☐ **Action**

Master agreement that will allow any BAPS site to use Walsworth for their 2024-2025 school yearbooks. There is no cost to the District. J. Brown

Summary *This area must be complete with full explanation of contract*

*The Contract/Agreement should be received **at least 2 weeks prior** to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*

Yearbook Purchase Agreement

Walsworth yearbooks

Account Childers Middle School
301 E Tucson St
Broken Arrow, OK 74011-7235

Customer# 320719
Sales rep Jenny Whightsil
Job# 5006790

Yearbook Contact Cassidy Vandervoort
Title Yearbook Adviser
Phone 9182594350
Email cvandervoort@baschools.org

Admin Contact Leighanna Davis
Title Principal
Phone 9182594350
Email ldavis@baschools.org

Delivery Spring
Requested Ship Week 05/03/25

Account Status Customer
Delivery Year 2025
Beginning year of term 2024
Total years of term 3.0
Current year of term 2.0

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

Term Agreement

Note terms and conditions of Term Agreement in Additional field below

Yearbook Specifications

Program Size	All American 8	Paper	80# Legend Gloss	UV Coating
# of Pages	72	Other Paper		UV Coating # of Pages
# of Copies	350	Paper Choice by Sig		Page Aspect
Binding	Smyth-Sewn	Paper Choice		Normal
Board Weight	98 Pt.	Other Paper Choice		Width
Submission	Online Design	Apply to Sig From		Height
Proof	Proofs on Demand	Apply to Sig To		Scented Varnish
Cover	custom 4/C submitted by deadline, one cover application included up to \$500 value			
Endsheet	unprinted			
Additional	Three year term.			

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: \$7,355.00
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)

Date (Walsworth Authorized Signature)

Date

(Second Authorized Signature)

Date

Jenny Whightsil

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.