

**Contract Committee Review Request  
MUST BE COMPLETED IN FULL**

Date: 1.9.2024

Contract/Agreement Vendor:

Lifetouch

Name of Vendor &amp; Contact Person

Dallas Arnold ~ dallas.arnold@lifetouch.com

Vendor Email Address

Master agreement that will allow any BAPS site to use Lifetouch for their 2024-2025 school pictures.

**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.***

All BAPS sites

Reason/Audience to benefit

2.12.2024

BOE Date

\$ 0.00

Amount of agreement

Person Submitting Contract/Agreement for Review: Janet Brown

**PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK**

Principal &/or Director or Administrator: Tara Thompson

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin:

Leadership Team Member:

Funding Source:

Fund/Project

OCAS Coding

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

### **Consent**

### **Action**

## 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.*



# Service Agreement

## Broken Arrow School District 3

Lifetouch ID: 271332  
Account Representative Email:  
dallas.arnold@lifetouch.com

School Year(s): 2024-2025

Agreement Length: 1

### Account Information

Broken Arrow School District 3  
701 S Main St  
Broken Arrow, OK 74012

Main Phone: 918-259-5700  
Enrollment: 15050  
Grades: Pre-K - 12

### Summary of Programs Provided

- |                      |                  |                |               |
|----------------------|------------------|----------------|---------------|
| ✓ Fall Individuals   | Yearbook         | ✓ Groups       | Commencements |
| ✓ Spring Individuals | Prestige Seniors | Dance          | Other/Misc    |
| Underclass Grads     | Sports           | Special Events |               |

Program Type*	Start Date	End Date	Setup Time	Start Time	End Time	Est. Photo'd	Setup Location
Fall Individuals - Original							
Classroom Groups - Original							
Spring Individuals - Original							

\*All dates are tentative and subject to change or TBD if blank.

### Account Services

Yearbook - Media CD/DMD

Storefront

Lifetouch Portal

Storefront Contact:

Lifetouch Portal Contact:

Parent Notify is a complimentary service included when parent/guardian email addresses are provided

### Additional Details

Description	Incentive Details
Fall Individual	Eligible for up to 20% commission paid on net sales to end customers based upon % of students with purchases.
Group	Eligible for up to 10% commission paid on net sales to end customers based upon % of students with purchases.
Spring Individual	Eligible for up to 10% commission paid on net sales to end customers based upon % of students with purchases.

## Contact information

Contact Name	Title	Phone	Email
Steve Allen	President	918-259-5700	sallen@baschools.org

## Agreement Terms

The account noted above (referred to as "you") designates Shutterfly Lifetouch, LLC (referred to as "Lifetouch") as your exclusive professional photographer and authorizes Lifetouch to: (i) photograph all students and staff who participate in "Picture Day" or other photography events, and (ii) produce and deliver photographs and services for the programs identified above. You are solely responsible for obtaining staff and parent or guardian consent to, or opt out of: (i) participation in all events and activities, and (ii) inclusion in class photographs or yearbooks (if included in services). You will provide us with access to students and staff, and use of your facilities, property and information for the purpose of performing the services, including Picture Day or event administration, fulfillment and distribution of photographs and yearbooks to you, delivery of Picture Day or event notices, and providing parents or guardians of photographed students opportunities to purchase individual and class pictures and yearbooks (if included in services). Lifetouch may modify the terms of this agreement or terminate this agreement upon notice to you. You may terminate this agreement if Lifetouch notifies you of a material change. If you do not terminate this agreement within 30 days after you receive notice of a change to the terms, you will be deemed to have accepted the change. Lifetouch's liability for any breach is limited to the amount you paid for services. Lifetouch will not disclose confidential information provided by you or use or retain it for any purpose other than performing the services or other internal uses as allowed by law. Lifetouch agrees to comply with laws, regulations and governmental orders governing the privacy and security of personal information including, where applicable and without limitation, the Family Educational Rights in Privacy Act. Lifetouch is and remains the copyright owner of all photographic images created in connection with this agreement. If Lifetouch is obligated to provide photographic images to the you as part of the services provided under this agreement, Lifetouch hereby grants you a nonexclusive, irrevocable, royalty-free license to use such photographic images solely for your administrative and educational purposes.

## Signatures



Dallas Arnold

Sales Account Executive - School

Steve Allen

President



# Service Agreement

## Oneta Ridge Middle School

Lifetouch ID: 124126  
Account Representative Email:  
dallas.arnold@lifetouch.com

School Year(s): 2024-2025

Agreement Length: 1

### Account Information

Oneta Ridge Middle School  
6800 E Quincy Place  
Broken Arrow, OK 74014

Main Phone: 918-259-4360  
Enrollment: 833  
Grades: 6 - 8

### Summary of Programs Provided

- |                      |                  |                |               |
|----------------------|------------------|----------------|---------------|
| ✓ Fall Individuals   | Yearbook         | Groups         | Commencements |
| ✓ Spring Individuals | Prestige Seniors | Dance          | Other/Misc    |
| Underclass Grads     | Sports           | Special Events |               |

Program Type*	Start Date	End Date	Setup Time	Start Time	End Time	Est. Photo'd	Setup Location
Fall Individuals - Original							
Spring Individuals - Original							

\*All dates are tentative and subject to change or TBD if blank.

### Account Services

- |                           |   |
|---------------------------|---|
| ✓ Yearbook - Media CD/DMD | Storefront Contact:                     |
| Storefront                |   |
| ✓ Lifetouch Portal        | Lifetouch Portal Contact: Kristin Wylie |

Parent Notify is a complimentary service included when parent/guardian email addresses are provided

### Other Services

Digital Media Download - Medium Res - Yearbook  
Digital Media Download - Medium Res - Yearbook

### Additional Details

Description	Incentive Details
Fall Individual	Eligible for up to 20% commission paid on net sales to end customers based upon % of students with purchases.
Spring Individual	Eligible for up to 10% commission paid on net sales to end customers based upon % of students with purchases.

## Contact information

Contact Name	Title	Phone	Email
Broken Arrow Board of Education		918-259-4360	sjallen@baschools.org

## Agreement Terms

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## Signatures

Dallas Arnold

Sales Account Executive - School

Broken Arrow Board of Education