



North Thurston Public Schools
All Students Empowered & Future-Ready

NORTH THURSTON SCHOOL DISTRICT PHOTOGRAPHY CONTRACT

SCHOOL: _____ **SCHOOL YEAR:** _____

This Agreement is dated and is entered into between the North Thurston Public Schools, hereinafter referred to as "School District," and, _____ hereinafter referred to as "Vendor."

WHEREAS the School District desires that Vendor render professional photography services for the School District.

WHEREAS the Vendor has experience and expertise in professional photography services.

WHEREAS the Vendor is willing and able to perform professional photography services for the School District.

NOW, THEREFORE, in and for the consideration set forth herein, the parties agree as follows:

1. **Term.** This Agreement is for a term of one year, beginning on July 1, _____ and expiring on June 30, _____.

2. **Description of Services.** Indicate selection and **include all applicable:**

- (1) Staff Photo - Required
- (2) Elementary Individual and Class Pictures
- (3) Secondary Individual Pictures and Student ID Cards
- (4) Secondary miscellaneous (list all applicable):
 - a) Sports
 - b) Dance
 - c) Graduation
 - d) Name ID-Field Title
 - e) Other

3. **Scheduling.** Vendor will work directly with each school for scheduling purposes, including picture retake sitting date(s).

4. **Adequate Staffing.** The number of Vendor photographers and assistants required to adequately staff the picture taking process will be mutually agreed upon between the Vendor and the School District.

5. **Direct Payments.** In addition to services and products ordered by the District, Vendor will sell directly to each customer and payments will be made directly to Vendor from the customer (i.e., parent, student, or staff).

6. **Picture Delivery.** Picture packages should be returned to the school no more than three (3) weeks after the sitting date. On the day that the picture packets are returned to each school, each student that paid for pictures shall receive a packet or an explanation for the undelivered packet. Packets must be returned sorted as directed by the school. Examples: Alpha by grade, Alpha by teacher/class.
7. **Retakes.** Retakes are to be allowed for unsatisfactory pictures. Students must return original packet prior to retake sitting. Students absent on initial picture day and new students will be photographed on retake day. **Retake sessions shall be at no cost.**
8. **Refunds.** Vendor shall assume responsibility for reimbursement of charges to parents for undelivered or unsatisfactory pictures. If the package is not delivered, or that the parent is not satisfied, Vendor shall issue a full refund within a thirty (30) day calendar period.
9. **Picture Package Selections.** Vendor must provide, at a minimum, five (5) student picture package combinations, varying in photo selections, priced between \$5.00 and \$30.00, and listed from least to most expensive. In addition, Vendor must provide, at minimum, **four (4) additional** ala carte (individual) student selections **in order of least expensive to most expensive.** Vendor may offer additional package and ala carte selections outside this range if desired. Any complimentary packages offered must be equal and equitable in all categories (volunteers, students in need, etc.)
10. **Flier Approval.** Vendor must submit photo package and pricing fliers electronically to the Purchasing Department at purchasing@nthurston.k12.wa.us, upon request each year (for the following year's photos) and obtain approval prior to disbursing photo flyers to their contracted schools. Flyers must be consistent with what was provided in No. 9 and in a visible format.
11. **Flier Distribution.** Vendor must provide announcement fliers for each school with photo date specified for students to take home. Fliers are to be bundled in groups of thirty (30 - approximate classroom size) and delivered to respective schools at least two (2) weeks prior to the scheduled picture session date.
12. **Vendor Employees – Access to Children.** Vendor shall not utilize any employee at the District site or allow any contact between school children and any employee who has pleaded guilty to or been convicted of any felony crime involving: the physical neglect of a child under Ch. 9A.42 RCW; the physical injury or death of a child under Ch. 9A.32 or 9A.36 RCW (except motor vehicle violations under Ch. 46.61 RCW); sexual exploitation of a child under Ch. 9.68A RCW; sexual offenses under Ch. 9A.44 RCW where a minor is the victim; promoting prostitution of a minor under Ch. 9A.88 RCW; the sale or purchase of a minor child under RCW 9A.64.030; or violation of similar laws of another jurisdiction. This restriction is as mandated by RCW 28A.400.330. It is Vendor's responsibility to ensure that all employees working with the School District have completed a criminal background check. Violation of this provision shall be grounds for immediate termination of this Agreement.
13. **Confidentiality of Student Records and Information.** Vendor agrees to keep any student information obtained in connection with this Agreement confidential except to the extent disclosure is required by the terms of this Agreement, in conformance with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99.

- 14. Security of Personal Information.** Vendor agrees to keep any and all personal information of staff and students, including, but not limited to, names, addresses, phone numbers, identification numbers, and photographs secure and to not use any photographs or information obtained in connection with this Agreement for any purposes not consistent with or expressly authorized by this Agreement. Vendor, its agents, or employees are expressly prohibited from republishing, reprinting, or uploading to any website photographs of staff or students without the express consent of the School District or unless otherwise authorized by this Agreement.
- 15. Vendor Insurance.** Vendor shall maintain general liability insurance covering all acts and omissions of Vendor while performing services on behalf of the School District. **Vendor shall provide the School District with a copy of its current insurance policy (COI), listing the North Thurston School District as additionally insured.**
- 16. Student Lists.** We only provide Vendor with student lists of names, grade level, student #, and school building in an electronic format. Vendor shall request such lists at least one week prior to the date needed. As a legally required condition of Vendor contract with the District, and to comply with RCW 42.56.070(9), Vendor shall not use, maintain or provide to other persons any student and parent related information, including student name, address, or contact information, obtained through this request for any purpose other than providing services directly to the District. Vendor is further prohibited use of District provided student and parent information, as noted above, for direct marketing of school photographs or other vendor services to students and parents. These conditions do not apply to any information provided directly to Vendor by students and parents in the course of their direct dealing with Vendor. **Prior to the release of student data, Vendor must have completed and submitted the Student Information Release Form.**
- Staff Lists.** We will only provide a staff list with list of names, employee # and building in an electronic format. Vendor shall request such lists at least one week prior to the date needed. This list shall be provided by the district Student Records department to ensure the district standard ID numbers are used by the vendor. As a legally required condition of Vendor contract with the District, and to comply with RCW 42.56.070(9), Vendor shall not use, maintain or provide to other persons any staff related information, including name, address, or contact information, obtained through this request for any purpose other than providing services directly to the District. Vendor is further prohibited use of District provided staff information, as noted above, for direct marketing of school photographs or other vendor services to staff. These conditions do not apply to any information provided directly to Vendor by staff during their direct dealing with Vendor.
- 17. Photo Link Specifications.** Photos are uploaded via a secure link to the student management, library (Follett Destiny), Transportation, and Food Service.
- a. All photos (including retakes) must be submitted within 2 weeks of the photography date.
 - b. Photos must be sent via secure link to Skywardtech@nthurston.k12.wa.us in addition to building contact.
 - c. Optimal photo size is 190 bits horizontal-260 vertical bits. iPhotos must be no larger than 32-bit jpg and of high enough resolution to print in high quality 4X6.
 - d. Student file names need to have 7 digits (i.e., 1234567.jpg) to match our systems student numbers. Staff numbers have 6 digits and would need to match (i.e., 123456.jpg). No additional processing should be necessary to get the files into this format.

18. **Photo Directory Binder.** Vendor must provide the principal with a binder of each student's photo, name, and ID, sorted per school's preference. Multiple binders may be required depending on the size of the school. The number of binders provided will be mutually agreed upon between Vendor and the School District.
19. **Vendor Approval.** Vendor approval will depend upon Vendor's ability to conform and adhere to all the required specifications above.
20. **ASB and Student Identification Cards.** Vendor must agree to provide the following additional provisions for *all* secondary schools and for elementary schools (by request):
- a. ASB and Student Identification Cards. Plastic identification and/or ASB cards shall be provided for *all* students enrolled at each secondary school and for elementary schools (by request). The cards must be created on the first original picture day. The design of the cards shall be determined by the school administration and will include on the back:

National Suicide Prevention Lifeline (24/7):

Call or Text 988

www.988lifeline.org

800-273-8255 (English)

888-628-9454 (Español)

TeenLink (6PM-10PM): Call or Text 866-833-6546

Crisis Text Line (27/7): Text HOME to 741-741

- b. Replacement Cards. Vendor shall provide software, materials, and hardware for the school to make new or replacement cards on site. The photographer shall also provide hardware and software technical support.
- c. Card Specifications. Vendor must adhere to the following specifications for bar codes on ASB and Student Identification cards:
 - i. Barcode must be code 3 of 9 (code 39).
 - ii. Maximum character density: 9.8 characters per inch.
 - iii. The center of the bar code must be 0.5" from the bottom of the card; iv. The height of the bar code must be a minimum of 0.25".
 - iv. Barcode should only contain the student ID number.
Vendor may be required to submit a sample card for district validation prior to School District approval of vendor.
- d. Vendor may be required to submit a report showing those students who were provided an ASB card and those who were provided a student ID card for reconciliation purposes.

21. **Contract Termination.** If Vendor fails to meet the expectations set forth above and/or the quality of the product is deemed to be less than satisfactory, each school will have the right to discontinue the business agreement and this Agreement shall be considered null and void. Vendor also may be removed from the District approved vendor list.
22. **Governing Law and Venue.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Washington. The venue for any dispute related to this Agreement shall be Thurston County Superior Court in Thurston County, Washington.
23. **Hold Harmless.** The Contractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the District.
24. **Headings.** The headings used in this agreement are for convenience only and shall not be deemed to be a part of this agreement for purposes of construction.
25. **Severability.** In the event that any term or condition of this Interlocal Agreement is held invalid, unenforceable, or illegal, such invalidity, unenforceability, or illegality shall not affect other terms, conditions or applications of this Interlocal Agreement which can be given effect without the invalid, unenforceable, or illegal term, condition, or application.
26. **Assignment.** It is understood and agreed that the services to be performed by Vendor are personal in character and that neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by Vendor without the prior written consent of the School District.
27. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties as to the subject matter hereof, and shall not be modified or added to, except by written agreement of the parties.
28. **Fees.** No fees may be charged to the District without prior written authorization by both the individual school and district administration.
29. **Counterparts.** The parties agree that this Agreement may be executed in counterparts.

IN WITNESS WHEREOF the parties have executed this Agreement the year and date set forth above.

For the North Thurston School District:

For the Vendor:

School Principal Signature

Representative Signature

School Name
North Thurston School District

Title & Company Name