

EXHIBIT A

OLATHE PUBLIC SCHOOLS USD #233 AGREEMENT NUMBER 0023030

This Agreement Number 0023030 (the “Agreement”) is made by and between the Unified School District No. 233 of Johnson County, Kansas, a public school district organized and existing under the constitution and laws of the State of Kansas (the “District”) and Shutterfly Lifetouch, LLC (the “Contractor” or “Bidder”) in connection with the District’s Request for Proposals Number 23-030 **K-12 Student Portrait Services and Related Services** (the “Request for Proposals”).

1. AGREEMENT TO PERFORM WORK

Contractor hereby agrees to provide or furnish K-12 Student Portrait Services and Related Services to the District, all as specified in Section 3 – Technical Specifications & Requirements of the Request for Proposals, attached hereto as Exhibit A, pursuant to the proposal of Contractor dated August 3, 2023 attached hereto as Exhibit B (the “Products and Services”) and one or more order forms agreed to by Contractor and District (or individual schools) in substantially the form attached hereto as Exhibit C (the “Order Form”).

In addition, the District or individual schools within the District may request that Contractor provide additional photography services (e.g. yearbook, senior portraits, athletic team and individual photography, graduation photography, candid photography, spring portraits or classroom group or composite portraits) at pricing negotiated by the District (or individual school) and Contractor as reflected on one or more Order Forms agreed to by Contractor and District (or individual school).

Contractor agrees to perform such work in accordance with this Agreement, as supplemented and described in Section 2 hereof.

2. INCORPORATION

This Agreement is supplemented by Section 6 – General Contractual Terms and Conditions of the Request for Proposals, Olathe Public Schools USD 233 General Terms and Conditions, and Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), all of which are attached hereto as Exhibit D and incorporated herein by this reference. To the extent such terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows for all individual schools and districts in Kansas: a) Contractual Provisions Attachment (Form DA-146a, Rev. 07-19); b) any Order Form mutually agreed to by the Contractor and District (or an individual school), c) the Agreement (excluding Exhibits); d) Olathe Public Schools USD 233 General Terms and Conditions, e) Section 6 – General Contractual Terms and Conditions of the Request for Proposals and, f) the proposal of Contractor’s dated August 3, 2023. To the extent such terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows for all individual schools and districts outside of Kansas: a) any Order Form mutually agreed to by the Contractor and District (or an individual school), b) Contractual Provisions Attachment (Form DA-146a, Rev. 07-19); c) the Agreement (excluding Exhibits); d) Olathe Public Schools USD 233 General Terms and Conditions, e) Section 6 – General Contractual Terms and Conditions of the Request for Proposals and, f) the proposal of Contractor’s dated August 3, 2023.

3. NOTICES

Any notice under this Agreement shall be in writing and be delivered in person or by public or private mail, or by courier service, or by certified mail with return receipt requested, or by email. All notices shall be addressed to the respective parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

If to the District: Olathe Public Schools USD #233

Attn.: Jennifer Walker
 14160 S. Black Bob Rd.
 Olathe, KS 66062
 Phone: (913) 780-8045
jewalker@olatheschools.org

If to the Contractor:

Contractor Name:	Shutterfly Lifetouch, LLC
Attn to:	Legal Department
Address:	11000 Viking Dr Ste 400
City, State, Zip:	Eden Prairie, MN 55344
Phone:	(952) 826-4000
Email:	legal@shutterfly.com

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day email delivery is verified. Actual notice, however, and from whomever received, shall always be effective.

4. INVOICES

To which it applies, all invoices for services rendered directly to the District must contain the District's Agreement number or purchase order (PO) number, an itemization of materials and services, and a notation of the correct Agreement pricing.

Invoices for payment must be submitted by the Contractor to:

Olathe Public Schools USD #233
 Accounts Payable
 PO Box 2000
 Olathe, KS 66063-2000
accountspayable@olatheschools.org

Requests for additional compensation will be rejected by the District unless otherwise provided in this Agreement or an Order Form signed by the District (or an individual school).

Payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

5. REVENUE SHARE

If District (or an individual school) has a right to receive a portion of the revenue generated from a school photography event per the terms of this Agreement or an Order Form, such right only relates to revenue generated within the 30 days following the applicable event.

6. TERM OF AGREEMENT

The initial term of this agreement shall commence on the Effective Date of this agreement and extend through June 30, 2029. The term of this agreement may, if mutually agreed, be extended by a three (3) year term, followed by a two (2) year term, for a total of five (5) additional years, provided the Contractor receives written notice of each extension at least one hundred twenty (120) days prior to the expiration date of such term or extension. Any amendments to the agreement will be incorporated during the extension period. During extension periods, all terms and conditions of this Agreement, as amended, shall remain in effect.

7. **PRICING.** Prices shall remain firm for the 2023 – 2024 and 2024 – 2025 school years. A price adjustment may be made once each year thereafter, provided the Bidder, in the District’s judgment, supplies adequate documentation. Requests for such adjustments must be submitted in writing at least sixty (60) days prior to the last day of June of each year. In addition, Bidder may submit a request for a price adjustment to District in the event a change in applicable laws, regulations, ordinances, rules or policies results in a material increase in Contractor’s cost to provide the Products and Services and Contractor supplies District adequate documentation supporting such adjustment. If the District does not agree to Bidder’s request to increase prices within 30 days of Bidder’s request, Contractor shall have the right to terminate any Order or this Agreement, in whole or in part, upon the earlier of (i) the effective date of any change in applicable law, regulation, ordinance, rule or policy, or (ii) 180 days from the date of the request to District. For clarity, the representation made in Section 22 of the Olathe Public Schools USD 233 General Terms and Conditions is made as of the Effective Date of this Agreement only.

8. **INSURANCE.** For clarity, any obligation of Contractor to maintain property insurance shall relate only to Contractor’s property. All insurance required hereunder shall be maintained in full force and effect in a company with an A.M. Best rating of not less than A- and shall be maintained at the Contractor’s expense. Commercial General Liability insurance required hereunder shall include thirty (30) days’ notice to the District for cancellation. Certificates of insurance shall be supplied contemporaneously with the execution and delivery of a final contract. Said certificates shall evidence compliance with all insurance obligations under the Agreement.

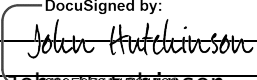
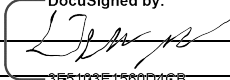
9. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties with respect to the matter addressed herein. No change thereto shall be valid unless communicated in writing in the agreed manner and signed by the District and the Contractor.

The effective date of this Agreement is September 30, 2023 (the “Effective Date”).

Olathe Public Schools USD #233

CONTRACTOR Shutterfly Lifetouch, LLC

DocuSigned by:		DocuSigned by:	
Signature		Signature	
Print	John Hutchinson	Print	Derrick Gordon
Title	Chief Financial Officer	Title	VP Host
Date	10/2/2023	Date	10/2/2023