

High School Art Show 2024 Official Rules

By submitting an artwork to the “**Educational Service District 123 (ESD) High School Art Show**” and if selected for the “**Superintendent’s High School Art Show**,” entrants accept and agree to be bound by the Official Rules for participation as well as the entry requirements. Any violation of these rules may, at the ESD or the Office of Superintendent for Public Instruction (OSPI) discretion, result in disqualification. All decisions of the reviewers regarding this program are final.

1. ELIGIBILITY.

To participate in the ESD 123 High School Art Show, students must be enrolled into a public or private high school, a Tribal Compact High School or a public charter high school in Washington State. Submissions from students enrolled in private high schools will not be eligible for the Superintendent’s High School Art Show.

2. HOW TO ENTER.

Entrants must submit their artwork with an Entry Form and signed Release Form to their local ESD program according to local and state procedures. Entrants must follow requirements and instructions. Contact local ESD programs for deadlines and additional information.

3. ENTRY REQUIREMENTS.

Each submission must include:

- a) Completed Entry Form and Signed Release Form.
- b) Up to 4 digital photos of the artwork (jpeg format).
- c) (OSPI art show only) Artist statement up to 400 characters (including spaces).
- d) (OSPI art show only) A horizontal video of the artist speaking about the art (up to 2-minutes in length).

An adult may not alter the creative integrity of a student’s work. Because the program is designed to encourage and recognize each student’s individual creativity, help from an adult or collaboration with other students is not allowed. Other individuals may appear in a student’s work, but the work itself must be the creative product of one student only. Only one student may be recognized as the award recipient for each entry.

4. OWNERSHIP AND LICENSE.

The student artist retains and reserves all reproduction rights, including the right to claim statutory copyright, in the submitted artwork. The student artist, or the student artist’s guardian, acknowledges the rights of integrity and attribution conferred by 17 U.S.C. § 106A(a), and any other rights of the same nature granted by federal, state, or international laws, and of their own free will hereby waive such rights with respect to ESD’s and OSPI’s usage or use of the artwork consistent with this Agreement and the right to receive notice of ESD’s and OSPI’s intent to take any such action.

The student artist, or the student artist’s guardian, gives the ESD and OSPI a non-exclusive, perpetual, worldwide, royalty-free, and unlimited license to:



Washington Office of Superintendent of
PUBLIC INSTRUCTION



- a) Display the artwork in public as part of the ESD 123 High School Art Show and the Superintendent's High School Art Show for a period of up to twelve months.
- b) Permanently display the artwork on either the ESD or OSPI website or other websites managed by the ESD or OSPI, or both.
- c) Display the photograph of the student's artwork and the video of the student introducing their artwork the student submitted to the ESD and OSPI: At the exhibition location or ESD's and OSPI's offices, or both; and on the Art Show's website or other website's managed by the ESD or OSPI, or both.
- d) Reproduce, publish, use, broadcast, or publicly display the artwork, video of the student introducing their artwork, in its entirety or in any portion, individually or in a collective work or other compilation in any form, including but not limited to, the exercise of such rights through internet or intranet sites, computer online services, and all other media and distribution mechanisms now known or later developed, for the purposes of, but not limited to:
 - 1) Promoting ESD's or OSPI's educational purpose;
 - 2) For marketing and promotional purposes;
 - 3) As part of a collective work for display as part of ESD's or OSPI's permanent collection of student artworks.
- e) Create derivative works in any media, now known or later developed, from the artwork in its entirety or in any portion, or from the photograph of the student's artwork, or the video of the student introducing their artwork, or a combination of such, individually or in a collective work or other compilation in any form, for non-commercial purposes. ESD or OSPI shall own such derivative works; however, in any instance in which ESD or OSPI is deemed not to own such derivative works, the student or the student's guardian, grants ESD or OSPI a license to the derivative works on terms identical to the license granted in this Agreement.
- f) Sublicense or otherwise authorize, implicitly or explicitly, third parties to exercise any or all such rights granted to ESD and OSPI.

The student artist, or the student artist's guardian, understands that they will not be paid for any uses made of the photographs, audio recordings, or video recordings taken, made, or submitted, or any information collected, pursuant to this Agreement. The student artist, or the student artist's guardian, acknowledges that the ESD and OSPI exclusively owns all rights to the photographs, audio recordings, and video recordings it takes or makes pursuant to this Agreement.

The student artist, or the student artist's guardian, waives all rights and releases the ESD and OSPI from, and will neither sue nor bring any proceeding against the ESD or OSPI for, any claim or cause of action, whether now known or unknown, for defamation, invasions of right to privacy, publicity, or personality, or any similar matter, or based upon or relating to the use and exploitation of the information, photographs, and recordings of the student artist and their artwork.

5. REPRESENTATIONS AND WARRANTIES

By submitting an entry for the ESD and OSPI Art Show, the student artist or the student artist's guardian represents and warrants that:

- a) The student artist is the sole and exclusive original artist of the submitted artwork;
- b) The student artist is in possession of and retains all rights associated with ownership of the artwork, including the authority and right to enter the artwork into the Art Show and license its use by the ESD and OSPI;
- c) The student artist's artwork does not contain material that is defamatory, obscene, or indecent.
- d) The student artist's artwork does not include work produced by another artist.
- e) Does not infringe upon the rights of any person or entity, including but not limited to trademark, copyright, privacy, or publicity rights; and
- f) The student artist's artwork is not subject to any prior agreements that would limit the scope of the permission and licenses the student artist, or the student artist's guardian, is granting the ESD and OSPI.

6. REVIEW OF ARTWORK

Submissions will be reviewed by a panel of Washington artists, educators and administrators who will consider information including: title, dimensions, medium, and any written or video statements made by the student artist. The jurors will score all submissions based on the following criteria which aligns with the Washington State Arts K-12 Learning Standards:

- a) **Creativity** — Artwork demonstrates original thinking and expressive, artistic perceptions.
- b) **Composition** — Artwork demonstrates a unique and sensitive way of answering artistic questions. It illustrates student understanding of and ability to interpret the elements of art and the principles of design. It makes a unique statement.
- c) **Technique** — Artwork demonstrates student competency in using the medium to achieve the desired outcome.

7. RECOGNITION

For selected artworks in the **ESD 123 Art Show**, the student artist will receive a certificate signed by the ESD 123 Superintendent. The 15 pieces of artwork selected as Judge's Choice winners in the ESD 123 Regional show will be submitted to the OSPI state competition, following the rules and expectations set forth by OSPI.

Statewide award-winning pieces may also be displayed on public exhibit for one year before being returned to the student. In addition to those pieces chosen by OSPI and its judges as award winners, additional agencies and organizations may name award winners, including:

- a) Office of the Governor
- b) Association of Washington School Principals

- c) ArtsEd Washington
- d) InspireWA
- e) Professional Educator Standards Board
- f) Washington State Board of Education
- g) Washington Art Education Association
- h) Washington Association of School Administrators
- i) Washington Education Association
- j) Washington State PTA
- k) Washington State School Directors' Association
- l) Washington Interscholastic Activities Association

8. INDEMNIFICATION

If the ESD or OSPI should suffer any damage resulting from a breach of the representations or warranties that the student artist, or the student artist's guardian, has made in relation to the student artist's participation in the Art Show, then the student artist, or the student artist's guardian, will indemnify and hold harmless the ESD or OSPI for those damages.

9. RELEASE FROM LIABILITY

The student artist, or the student artist's guardian, hereby:

- a) Releases the ESD and OSPI and its employees and agents from any liability for loss, vandalism, theft, damage, or destruction of the submitted artwork while it is in ESD's or OSPI's possession, or on display at the exhibition location or the ESD's or OSPI's offices;
- b) Agrees to save and hold harmless the ESD and OSPI and its employees and agents in the event of loss, vandalism, theft, damage, or destruction of the submitted artwork while it is in ESD's or OSPI's possession, or on display at the exhibition location or the ESD's or OSPI's offices; and
- c) Waives any claims they may have against the ESD or OSPI or its employees or agents should any loss, vandalism, theft, damage, or destruction occur to the submitted artwork while it is in ESD's or OSPI's possession, or on display at the exhibition location or the ESD's or OSPI's offices.

10. RETURN OF STUDENT WORKS

ESD Art Show:

It is the responsibility of each participating high school art teacher to pick up their students' artwork from the Columbia Basin College Gjerde Center on the last day of the show: Friday, March 22 by 12:00 PM (Noon). Please refer to the CBC website for the most current operating hours of the CBC Gjerde Center. If a student's artwork is not picked up, it is the responsibility of the teacher to contact CBC to find out what happened to the art.

Superintendent's High School Art Show (OSPI)

Approximately three months before the end of one-year display period, statewide-award winners will be contacted using the information on file about return of artwork. It is the

responsibility of the student artist or the student artist's guardian to provide updated contact information. In its notice, OSPI will also provide information about the ability to maintain the artwork as part of its permanent collection of student works. These invitations will be limited to those student artworks that are selected for special recognition by the local ESD, OSPI, or participating organization.

OSPI will return art to those who wish to have their pieces returned. Artwork will be returned with no framing or display cases that are property of OSPI. If the student artist or the guardians of the student artist do not wish to have the piece returned, it will become the property of OSPI and may be disposed of.

If OSPI is unable to make contact after three attempts over a three-month period, the piece will become the property of OSPI and may be disposed of. In its notice, OSPI will indicate how many attempts it has made to contact the parties, and what will happen if the student artist or the guardian of the student artist does not respond by a specific date.

In the event that OSPI takes ownership of the piece and the student artist or guardians of the student artist wish to have the piece returned, OSPI will determine if it is still in possession of the piece and will return the piece at the artist's expense.

11. RESPONSIBILITY FOR TRANSPORT AND DISPLAY-RELATED EXPENSES

OSPI will cover the costs of:

- a) Crating, packing, and shipping artwork to and from the exhibition locations unless an ESD or the student is able to transport their art.
- b) Preparation of artwork for display as part of the public exhibition, including framing, mounting, matting, and hanging.
- c) Returning the artwork to the students.