

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 8th day of February, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Stephan Witherspoon, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 11, 2019, and shall remain in effect until June 30, 2019 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The Contractor will provide services at the elementary, middle and high schools during after-school activities, school class periods, and W.I.N. periods through presentations in the following areas: *Highlighting the Black Contribution to American History, African American Male Experience in Duluth, MN, How to Thrive!! Motivational Workshop.*
3. **Background Check .** (Applies to contractors working independent with students) Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for the performance services listed above at a rate of \$100.00/presentation up to a sum not to exceed \$500.00 (five-hundred and no/100 dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement. In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Stephan Witherspoon 1827 Logan Ave Superior, WI 54880 Phone # (218) 310-3987

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores,



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 31st day of January, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Chris Godsey, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 13, 2019 and shall remain in effect until February 13, 2019, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Facilitating conversations with 9th grade English teachers on the topic of “Spirit Car; Classroom Conversations”,
3. **Background Check.** Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$300. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:Joan Lancour, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Chris Godsey, 1126 Chester Parkway, Duluth, MN 55812.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to “data on individuals”; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

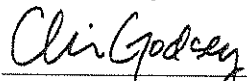
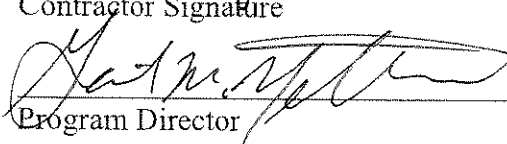
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers’ Compensation Insurance:** Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer’s Liability.

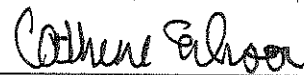
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT,** set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

		2 Feb 2019
Contractor Signature	SSN/Tax ID Number	Date
		2-4-19
Program Director		Date

**Please note:** All signatures *must* be obtained AND <sup>TEXT</sup> the following *must* be completed by Program Director before submission to the CFO for review and approval. This contract is funded by the following budget (include full 16 digit code):

01	610	005	317	399*	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

	2-5-19
CFO/Superintendent of Schools/Board Chair	Date

## AGREEMENT

THIS AGREEMENT, made and entered into this 11 day of Jan., 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Angie Frank, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 9/1/2018 and shall remain in effect until 7/1/2019, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert/attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 22,015.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: \_\_\_\_\_, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

130 Charlotte Place, Duluth, MN 55803

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.







# The Historic Union Depot Facility Rental Contract

### Contact Information

Name of lessee: Duluth East Sweetheart Phone number(s): \_\_\_\_\_

Address: 301 N 40<sup>th</sup> Ave East day: Samantha Daly  
Duluth, MN 55804 evening: \_\_\_\_\_  
 other: \_\_\_\_\_

### Event and Fees

Description: High School Dance Estimated attendance: 400  
 Day & Date: Saturday January 18, 2020 Event to begin at 5:00pm and end at 12am

Admission:	Spaces requested	Rental	Bar Setup	Damage
<input type="checkbox"/> Open to the public	<input type="checkbox"/> Great Hall	\$2500.00	N/A	\$300.00
<input type="checkbox"/> No fee	<input type="checkbox"/> Board Room	_____	_____	<b>Postdate to 1/18/20</b>
<input type="checkbox"/> Fee required	<input type="checkbox"/> Zelda	_____	_____	_____
<input checked="" type="checkbox"/> By invitation only	<input type="checkbox"/> Ruth Maney	_____	_____	_____
<input type="checkbox"/> Other	<input type="checkbox"/> Other (LSRM)	_____	_____	_____
Total(s)		\$2500.00	_____	_____

### Food and Beverage Service

Food Service:  TBD  None  Provided by lessee Catered by: TBD  
 Music by: TBD

Beverage Service: Antique bar provided at no charge  
 All alcoholic beverages to be provided by the Historic Union Depot  
 For bar and beverage arrangements, please contact the Sales Director at (218) 733-7530 or mary@duluthdepot.org  
 Please have all bar and beverage arrangements on file by two weeks prior to event

Linens available at \$8.00 per table

### Payment Information – Please make checks payable to Historic Union Depot. (Visa or Mastercard accepted)

I agree to pay \$1250.00 by 3/4/19 And \$ 1250.00 by 1/10/20 for a total of \$2500.00  
 \$300.00 damage deposit required upon signing **Your postdated check will be returned to you after your event has taken place, barring any damage or cause for extraordinary expense.**  
 Damage deposit not required

I accept responsibility for supervision of participants, adherence to regulations, payment of fees and charges, and any damages sustained in connection with this event, in accordance with the Depot Facilities Rental Contract. I understand that any area of the Depot may be undergoing capital improvement projects at any time.

Lessee signature: *Mary Karl* Date: 2-27-19  
 Lessee signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Depot representative: Mary Karl Date: 2/26/19

The Depot retains 100% of payment received. Any violation of contract results in loss of damage deposit.

# YEARBOOK SALES AGREEMENT

Contract Years: 2020 Job #: \_\_\_\_\_

Account Name: Lester Park Elementary School

LID #: 35712

Address: 5300 Glenwood Ave City: Duluth

State: MN Zip Code: 55804

Phone #: 218-336-8875 Enrollment: 550

School Year Open Date:

Adviser Name: Kelsey Bryant

School Year Close Date

Adviser Email: kelsey.bryant@isd709.org

Welcome Packet: Yes

Adviser Phone:

Ship Yearbooks To: Account

Alt Address Name

Send Invoice To: Account

Street Address:

School Purchase Order Number:

City, State, Zip:

### YEARBOOK SPECIFICATION INFORMATION

Size: 7

Number of Pages: 40

Number of Copies: 226

Base Price \$ 15.20

### YEARBOOK DATES:

Final Quantity Deadline: 04-06-2020

Expected Arrival Date: 05-22-2020

Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.

### COVER & BINDING TYPE

Cover & Binding Type: Split Cover - Saddlestitched (Size 7 only) Price: \$5.00

Set up Parent Notify: No Date: \_\_\_\_\_

Activate YBPay:

### COVER AND ENDSHEET UPGRADES

Design: Signature Design Price: \$0.00

Sales Flyer Need by Date:

Foil Imprinting: Foil School Name & Year (1 or 2 lines) Price: \$0.00

1st Back to School Sale:

Foil Spine Imprinting:

2nd Yearbook Sale:

Personalization: My Yearbook Personalized Covers - MYPC (B) Price: \$6.00

FRN's Need by Date:

Endsheets (Hardcovers Only): White Endsheets - 100# Gloss (Default)

### PORTRAIT INFORMATION

Photographed by Lifetouch: Yes

Associated Picture Days APO ID(s)

### BOOK ENHANCEMENTS

Paper: Gloss Paper 80# (Default) Price: \$0.00

Supplements:

Foldout/Gatefolds (Premium):  
Additional charges may apply for premium cover, endsheet or book upgrades and applications. Changes to the estimated total will be documented for approval prior to finalization.

### SALES REPRESENTATIVE USE ONLY

Signing Info:	<input checked="" type="checkbox"/>	5FB	<input type="checkbox"/>	ODC
	<input type="checkbox"/>	LV1	<input type="checkbox"/>	LV2
	<input type="checkbox"/>	SIMPLE4	<input type="checkbox"/>	QTYB

### CONSUMER ENHANCEMENTS

Zoom Version: Elementary (Size 7 only) Price:

YBPay: Direct

Zoom: Taped - (Diff Quantity) Price: \$2.00

Cut-Out Pages: No

Auto Inserts: 4-Page Autograph Insert Price: \$1.00

### SPECIAL OFFERS/COMMENTS

Signing Pen:

School Contact: Tracy Thompson - tracy.thompson@isd709.org

Yearbook Stickys: Yes Price: \$1.50

226-275 copies # \$15.20

Cover Keeper™ Dust Jackets:

Packaging Program (B): Yes

### SPECIAL QUOTE / PREMIUM APPLICATIONS

Price \$ 15.20

Estimated Freight

Freight Model Actual Cost TBD

\*Estimated Total:

Per Copy

Deposit Rate 0%

\* School Price excludes any applicable taxes. Lifetouch is required by State Law to apply the appropriate tax on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented

Lifetouch Representative Rep Code:

The School, by its authorized representative, designates Lifetouch National School Studios Inc. (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions on the reverse side and final approval by Lifetouch sales management.

Sarah Wise MIG1

Lifetouch Representative Phone # / Email Address

Authorized School Representative (Print) Title

612-219-3303 sarah.wise@lifetouch.com

Cathy Erickson, CFO

Lifetouch Representative (Signature)

Authorized School Representative (Signature) Date

Sarah Wise

Cathy Erickson 2-25-19

OFFICE USE ONLY: (B)=Base, (M)=Mid, (P)=Premium

## Terms of the Publication Agreement

**THIS PUBLICATION AGREEMENT** Includes the Terms on the front and back of this form and cannot be changed except in writing, signed by the School and Lifetouch National School Studios, Inc. ("Lifetouch").

**LIFETOUGH** will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

**INTERNET-BASED APPLICATION:** Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.

**EMAIL COMMUNICATIONS:** Many yearbook communications between Lifetouch and the School will be by email. The Yearbook Adviser email address designated on the front of this Agreement, or such other email address as provided by the School, will be an agreed communication address and communication method. The School agrees to regularly monitor and keep secure the email address and advise Lifetouch promptly of any changes.

**PHOTOGRAPHS AND GRAPHICS:** Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

**PROOFS:** So that production will not be delayed, the School agrees to check proofs and return them in the envelope provided or approved via the Web site within 48 hours after receipt. Delay in returning proofs will delay delivery of the yearbooks.

**DELIVERY:** For on-time delivery, Lifetouch must receive the materials for the correct pages (including cover selection and final order quantity) on or before the deadline dates indicated on the front of this Agreement as may be updated via the Web site. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline date. Handwork in the book or on the cover will require the final deadline to be one week earlier. Books will be shipped to the School.

**ADDITIONAL CHARGE ITEMS:** The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or debossing dies and designs developed at the School's expense, are provided to the School on a nonexclusive basis, and Lifetouch retains all copyrights therein. Charges will be discussed with a School Representative and appear on the final invoice. If the School misses deadline dates and desires to maintain originally-scheduled ship date, the request will be considered based on available capacity. If capacity is available, the School agrees to pay the then current weekly fee.

**END USER BOOK SALES:** As a convenience to the School, Lifetouch may collect yearbook deposits/payments from end users (parents and students) on the school's behalf. In all cases, the Seller of the yearbook to end users is the School or associated School organization, not Lifetouch. Sales tax may or may not apply depending on applicable state and local laws. The School is solely responsible for collecting and remitting any taxes applicable to yearbook sales to end users.

**PAYMENT PLAN:** The School is the purchaser of the books. The School agrees to pre-sell all books. The School agrees to pay a minimum deposit of 75% at the time final pages are submitted to Lifetouch's plant. A deposit notice will be sent at the later of on or about October 1 or 30 days after this Agreement has been signed. The deposit must be remitted to Lifetouch National School Studios Inc., Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment. If during the manufacturing process overruns are printed, Lifetouch may offer to sell extra yearbooks to the School.

**PAYING BY CHECK:** When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction, or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives payment, and the financial institution will not return the check. A service fee may be charged on returned checks.

**THE SCHOOL** grants to Lifetouch and its related companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.

**MISC:** Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

**LIFETOUGH** reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of the School.

**THE SCHOOL** is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch. The School releases Lifetouch and, to the extent permitted by applicable law, will indemnify and hold harmless Lifetouch, its affiliated companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

**CANCELLATION:** This Agreement is not subjected to cancellation by either party during the term of this Agreement except by written consent of both the School and Lifetouch.

**NEITHER PARTY** is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

**Remit Payment To:**  
Lifetouch National School Studios Inc.  
Accounts Receivable  
PO Box 46993  
Eden Prairie, MN 55344-9728

**Customer Care**  
Email: [ybcustomer@lifetouch.com](mailto:ybcustomer@lifetouch.com)  
Phone: 1.800.736.4761

## AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of Feb, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and DANIEL OYINLOYE, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 2-25-19 and shall remain in effect until 6-30-19, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert/attach a list of programs/services to be performed by contractor)*

Black History Month PRESENTATION  
3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 150.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: WM. HOWES - OEE, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)  
315 LAKE AVE DULUTH MN 55803

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

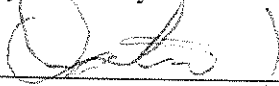
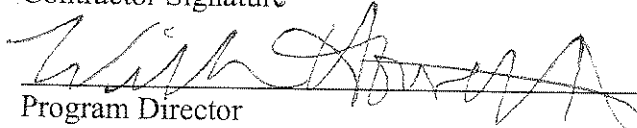
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.


**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT,** set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

	_____	2/15/19
Contractor Signature	SSN/Tax ID Number	Date
	_____	2/25/19
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval. This contract is funded by the following budget (include full 16 digit code):

01	605	005	313	311	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

	_____	2-26-19
CFO/Superintendent of Schools/Board Chair		Date

# Contract



## Schedule of Services

**THIS SCHEDULE OF SERVICES ("Schedule")** by and between Capture Video LLC, a Minnesota limited liability company d/b/a Captivate Media + Consulting ("**Company**"), and Duluth Public Schools #709, a public school district in Minnesota ("**Client**"), is effective as of the 31st day of January, 2019 ("**Schedule Effective Date**"). In consideration of the mutual covenants and agreements set forth in this Schedule, and with the intention of being legally bound hereby, Company and Client agree as set forth herein and in the Terms and Conditions attached hereto ("**Terms and Conditions**") which are hereby incorporated herein in their entirety. Terms not otherwise defined herein shall have their respective meanings set forth in the Terms and Conditions.

### 1. Client Information.

Duluth Public Schools  
C/o Katie Kaufman  
215 N. 1st Avenue East  
Duluth, MN 55802

2. Project Overview. The following sets forth the parties mutual understanding of the scope, goals and desired outcome of the Services:

Company will work collaboratively with Client to create one 30-second and one 15-second video that will be edited through our 3-Tap Editing process. Client will upload digital assets, such as photos and video clips to a cloud-based platform like Google Drive. With instructions from Client, Company will edit the video and add music, graphics and color correction.

Custom graphic creation is included. This may include an animated introduction, lower third graphics and other text-based graphics that support the messages of the video. If additional animated graphics are needed, the cost of this project may increase.

One-round of changes in editing are included within this proposal, as long as the changes are consistent with the agreed-upon key messages and original video scope.

Assuming the Client provides the right mix of photos and videos:

- Company will balance the videos and photos used between the various schools
- Company will reflect the diversity of the student body during the editing process of the videos.

The final video will be provided as digital files of your choice (.mov, .wmv, .mp4, etc.). We will also provide a closed caption file so your video is in compliance with new ADA accessibility standards, if there are spoken words that do not have text already inserted as graphics in the video.

Company will need approximately two weeks to complete the project after all of the digital assets are uploaded.

3. Services Fees. Client agree that fees for the Services shall be paid as invoiced by Company in accordance with the Terms



and Conditions, unless otherwise set forth below. The Services fees are as follows:

Services Fees:

Fees for 3-Tap editing are by charged by the edited minute.

\$350 per 30-second video

\$275 per 15-second video

It is anticipated the total cost for this project will be \$525.

Revisions

The scope set forth in Section 2 above includes Company making one (1) round of revisions to each video, provided the revisions are made within the scope of the approved video script. Client requested revisions beyond such scope will be invoiced at a rate of \$150 per hour.

After the first round of in-scope revisions, additional revisions can be made at Company's then standard hourly rate for such services. If any requested revisions are considered to be changes to the approved script and/or edit decision list, a change order may be required.

Fees for additional services (i.e. Services not set forth in Section 2 above) that are requested by Client and performed by Company shall be invoiced in arrears at the rate of \$150 per hour.

4. Services Term. The term of this Schedule shall commence on the Schedule Effective Date and continue for a period of no more than 90 days.

5. Counterparts. This Schedule may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in the event that any signature is delivered by facsimile transmission, by e-mail delivery of a PDF or similar file, or by other electronic signature, such signature shall create a valid and binding obligation of the signing party with the same force and effect as if such signature were an original thereof.

**Capture Video, LLC**

**Terms and Conditions**

**THESE TERMS AND CONDITIONS** by and between Company and Client is made and entered into effective as of the Effective Date.

**WHEREAS**, Company and Client desire that Company perform services to and on behalf of Client as an independent contractor, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties further agree as follows:

**1. Definitions**. In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

1.1 "Agreement" means these Terms and Conditions and any applicable Schedule.

1.2 "Client Materials" means all Client photographs, artwork, video, recordings or other Client materials to be used in the Services and/or Deliverables.

1.3 "Client" means the individual or entity specified as the "Client" in the applicable Schedule.

1.4 "Company" means Capture Video, LLC, a Minnesota limited liability company, its successors and assigns.

1.5 "Confidential Information" means all nonpublic information disclosed by Client to Company, including, without limitation, Company IP (as defined below), products, services, tools, techniques, processes, strategic information, customer lists, supplier lists, documentation, data, designs, drawings, technical information, information related to Client's business plans and/or customers. Confidential Information shall not include information which was previously lawfully known to Company free of any confidentiality obligation, information which becomes publicly available other than by unauthorized disclosure, information developed by Company independent of Company's access to Confidential Information, or information received by Company from a third party.

1.6 "Deliverables" means any and all work product, video, reports, artwork, graphics, materials and other deliverables created or developed by Company in the performance of the Services.

1.7 "Effective Date" means " " means the date of Client's acceptance of this Agreement by signing a Schedule with Company.

1.8 "Schedule" means a Services Schedule signed by an authorized representative of each party and which refers to this Agreement.

1.9 "Services" means the services described in a Schedule.

## **2. Services and Deliverables; Client Obligations.**

2.1 Services and Deliverables. Company shall perform the Services and provide the Deliverables set forth in the applicable Schedule. Any modifications to the Services and/or Deliverables shall be reflected in an amendment to the applicable Schedule, which shall become effective upon signature by an authorized representative of each party.

2.2 Client Obligations. Client shall provide Company with all Client Materials at least seven (7) calendar days prior to Company's intended use of such Client Materials. Client shall cooperate with Company in good faith to meet Company's production schedule and Company shall not be responsible for any delay in Company's performance of the Services or provision of any Deliverable or for any additional cost incurred by Company caused by Client's actions, unavailability, tardiness, failure to respond or appear, or failure to provide Client Materials.

2.3 Completion and Acceptance. Company shall have the right to edit Deliverables at its discretion, including to remove any material considered lewd, offensive or inconsistent with the theme of the production, provided Client shall have the right to approve all final Deliverables. If Client requests any out-of-scope changes to any Services and/or Deliverables (whether in-progress or completed) resulting in any additional cost and/or expenses to Company, Client shall be responsible for such additional costs and/or expenses.

Deliverables will be completed approximately two (2) to four (4) weeks following the final taping session, provided actual time to complete and deliver each Deliverable may vary based on seasonal workload, Client requirements, unforeseen circumstances affecting the editing process or otherwise. Client shall have ten (10) calendar days to reject a Deliverable for failure to meet the Services description in the applicable Schedule. In the event Client does not reject a Deliverable within such time period, the Deliverable shall be deemed accepted by Client.

## **3. Payment.**

3.1 Services Fees and Expenses; Taxes. Client shall pay (a) the fees associated with the Services as set forth in the applicable

Schedule, and (b) all expenses incurred by Company in its performance of the Services. Unless otherwise specified in the applicable Schedule, Company shall invoice Client the applicable fees and expenses monthly and invoices are due thirty (30) days from Client's receipt of the invoice. All fees are exclusive of applicable taxes and Client shall be exclusively responsible for payment of any applicable federal, state and local taxes and assessments on Services fees; provided that Client shall not be liable for any taxes based on Company's net income.

3.2 Expenses. Overdue fees and expenses shall bear interest at the lesser of two percent (2%) per month or the maximum rate allowed by applicable law, until paid. In the event that any fees and expenses become more than thirty (30) days overdue, Company may suspend performance of the Services. Company shall have no liability due to such suspension. To the extent not prohibited by law, Client shall be responsible for all charges, fees and expenses (including, but not limited to, reasonable attorney's fees) incurred by Company in enforcing or attempting to enforce Client's payment obligations hereunder, regardless of whether suit is commenced.

3.3 Quoted Fees. All fees set forth in a Schedule are estimates only, based on information received by Company from Client. Subject to Section 2.3, Company will work with Client regarding any Client expectations for Services fees communicated by Client to Company to stay within Client's budget. Company will communicate to Client any material increases in Company's estimated budget (e.g., resulting from additional content or additional shoot days not included in the initial estimate).

#### **4. Term.**

The term of this Agreement will commence upon the Effective Date and shall remain in effect until terminated in accordance with the terms of this Agreement (the "Term").

4.1 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause at any time upon at least thirty (30) days prior written notice to the other party. Termination of this Agreement by either party shall terminate any applicable Schedule then in effect.

4.2 Termination for Cause. If this Agreement is duly terminated for cause, all Schedules then in effect shall also be terminated for cause.

4.2.1 Material Breach. Either party may terminate this Agreement for cause if the other party breaches a material term or condition and fails to cure such breach within thirty (30) days of the date that written notice of the breach is provided to the breaching party.

4.2.2 Insolvency. Either party may terminate this Agreement for cause immediately upon written notice, if (a) the other party makes an assignment of all or part of its assets for the benefit of creditors, or becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors (collectively "Petitions"), if such Petitions are not dismissed within sixty (60) days of filing, or (b) the other party fails to inform the terminating party of any Petition in writing within five (5) business days of the filing of such Petition.

4.3 Effect of Termination. Unless otherwise provided, Client shall promptly pay for all Services performed by Company under the applicable Schedule up to and including the effective date of termination of a Schedule. If Client has pre-paid Services on a fixed fee basis, Company shall refund any unearned fees as of the effective date of termination. Notwithstanding the foregoing, any deposit paid by Client shall be non-refundable.

4.4 Cancellation Policy. The following terms apply in the event Client reschedules any Company scheduled event:

4.4.1 No fee is charged by Company to reschedule any Services five (5) business days or more before the scheduled event, unless any third party facility rescheduling fees apply. Revisions to the entire project schedule may or may not result in loss of all or partial deposit(s) paid to-date.

4.4.2 Client shall be responsible for fifty percent (50%) of any daily shooting fee and any third party facility rescheduling fees if an event is changed/ rescheduled by Client forty-eight (48) to ninety-six (96) hours prior to start time of event.

4.4.3 Client shall be responsible for one hundred percent (100%) of any daily shooting fee and any third party facility rescheduling fees if an event is changed with less than forty-eight (48) hours prior notice before event start-time.

4.4.4 For purposes of this Section 4.4, "event" shall mean the scheduled start time of a video shoot for local coverage, and the scheduled flight departure time for out-of-town coverage. Notwithstanding any amounts due by Client as a result of the rescheduling of an event pursuant to this Section 4.4, Client shall pay the full fee for the applicable rescheduled event.

**5. Representations and Warranties.** Each party represents and warrants that (a) this Agreement has been validly signed and delivered and constitutes the legal, valid and binding obligation of such party enforceable against such party in accordance with its terms, subject to the principles of equity, bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, (b) it has all requisite authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, (c) its signature and delivery of this Agreement and its performance and compliance with the terms of this Agreement will not conflict with, result in a breach of, constitute a default under or require the consent of any third party under any license, sublicense, lease, contract, agreement or instrument to which such party is bound or to which such party's properties are subject, and (d) it shall comply with all applicable laws related to such party's obligations under this Agreement. Client represents and warrants that (v) Client is the lawful owner of the Client Materials or, to the extent Client is not the lawful owner, Client has all rights necessary for Client to provide the Client Materials to Company, (x) Client's provision of the Client materials and Company's intended use of the Client Materials will not violate or in any way infringe on any patent, copyright, trade secret, trademark, intellectual property or other rights of a third party, (y) Client has all rights of publicity necessary for Company videotape or otherwise record any Client provided names, persons, voices, photographs, biographies or likenesses as part of the Services and/or Deliverables, and (z) Client has obtained all necessary consents required under Section 7 (Participation Waivers and Consent).

**6. Confidentiality.** All data created, collected, received, stored, used, maintained, or disseminated for any purpose in connection with this Agreement is governed by the Minnesota Government Data Practices Act, as well as other State and Federal rules and regulations relating to data privacy.

## **7. Ownership.**

7.1 **Deliverables.** Company agrees that all final Deliverables shall each be deemed to be a "work made for hire" under Title 17 of the United States Code, as amended. To the extent any final Deliverable does not qualify as a "work made for hire" under such title, Company hereby irrevocably transfers, assigns and conveys all right, title and interest in and to such final Deliverable to Client, provided Client has paid all fees associated with such Deliverable. If any materials, including without limitation Company Materials, that are not otherwise assigned to Client are incorporated into a Deliverable, Company hereby grants to Client a nonexclusive, perpetual, irrevocable, world-wide, royalty-free license to use that material as incorporated into that Deliverable.

7.2 **Reservation of Rights.** Client acknowledges and agrees that as between Company and Client, Company is and shall remain the exclusive owner of Company's products, software, hardware, video, artwork, graphics, designs, methodologies, business processes, Confidential Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein, in each case obtained, owned or developed prior to the Effective Date or independent of the Services (collectively "Company Materials"). To the extent Client now or in the future owns any such rights, Client hereby irrevocably transfers, assigns and conveys all right, title and interest in and to all such rights to Company, without further compensation or action on behalf of Company. Client shall not challenge or assist any third party to challenge Company's ownership of such rights. Except as expressly recited herein, no rights or obligations are to be implied from this Agreement and no license is hereby granted to Client, directly or indirectly, under any patent, trade secret, copyright or other intellectual property right now held by, which may be obtained by or which are or may be licensable by Company. Company expressly

reserves all rights not expressly set forth in this Agreement. Company shall have the right to use, copy, display and perform all Deliverables, including any Client Materials and other intellectual property, and all intellectual property rights related thereto, for Company's promotional purposes in any form and manner and for use in Company's portfolio.

**8. Participant Waiver and Consent.** Client shall be solely responsible for obtaining all consents, releases, waivers and assurances (written or otherwise) from all participants provided by Client to Company for inclusion in any production pursuant to this Agreement, including without limitation from the parents or guardians of any participants who are minors, as necessary for Client to comply with the terms of this Agreement. Client acknowledges and agrees that, as between Client and Company, any failure to obtain such consents, releases, liability waivers or assurances shall be the sole responsibility and liability of Client. In addition, and without limiting the terms of the foregoing, Company shall have right in its discretion to have each participant sign a written waiver and release directly between each participant and Company.

**9. Indemnification; Disclaimer; Limitation of Liability.**

9.1 Indemnification. To the fullest extent permitted by law, the Parties agree to defend and indemnify each other, and their officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of work under this Agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of the Party, the Party's subcontractor(s), or anyone directly or indirectly employed or hired by the Party, or anyone for whose acts the Party may be liable. The Parties agree this indemnity obligation shall survive the completion or termination of this Agreement.

9.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT) WITH REGARD TO THE SERVICES OR DELIVERABLES.

9.3 Limitation of Liability. EXCEPT WITH RESPECT TO COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS AFFILIATES, EMPLOYEES, MEMBERS, MANAGERS, GOVERNORS, AGENTS, CONTRACTORS, SUPPLIERS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (A) BE LIABLE UNDER ANY LEGAL THEORY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RESULTING FROM THIS AGREEMENT, THE SERVICES OR DELIVERABLES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, INTEREST OR INTERRUPTION OF BUSINESS, WHETHER BASED UPON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, DUTY TO WARN AND STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (B) BE LIABLE FOR ANY DAMAGES EXCEPT TO THE EXTENT OF ACTUAL, DIRECT DAMAGES INCURRED BY CLIENT, NOT TO EXCEED THE FEES PAID BY CLIENT TO COMPANY UNDER THE AFFECTED SCHEDULE. THE EXISTENCE OF MULTIPLE CLAIMS SHALL NOT INCREASE THIS LIMIT. Any Client claims arising in connection with this Agreement, the Services or Deliverables must be brought within one (1) year of the date of the event giving rise to such action occurred.

9.4 Acknowledgement. CLIENT HEREBY ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9 ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE SERVICES AND DELIVERABLES WOULD NOT BE PROVIDED TO CLIENT ABSENT SUCH DISCLAIMERS AND LIMITATIONS OF LIABILITY.

**10. Relationship.** Nothing contained herein shall be construed to establish an employer-employee, partnership, joint venture, franchisor-franchisee, parent-subsidary or other relationship, except for that of independent contractors. Client shall identify and request the Services to be performed, but Company shall determine the legal means by which all of the Services are to be accomplished. Neither party shall make any such representations to a third party or incur liability on behalf of the other party except as specifically agreed in connection with the performance of their duties hereunder.

## 11. General.

11.1 Notices. Except as otherwise expressly permitted, notices under this Agreement shall be in writing and shall be deemed provided (a) when delivered personally, (b) on the date sent by e-mail (provided that receipt is confirmed), (c) three (3) business days after the date sent by certified mail, postage prepaid with return receipt requested to the notice address contained herein, or (d) upon written confirmation of delivery by recognized international carrier sent by overnight service, to the respective party as follows:

### **Company:**

Capture Video LLC  
Attn: Jake Sturgis  
755 Florida Ave. S., Ste D1  
Golden Valley, MN 55426  
Email: jake@capturevideo.com

### **Client:**

As set forth in Section 1 of the applicable Schedule.

Any party may change its contact information upon written notice to the other party containing the modified contact information.

11.2 Governing Law. This Agreement shall be governed by, construed and enforced according to the laws of the State of Minnesota, without regard to its conflict or choice of law principles. Any action arising out of or relating to this Agreement shall be brought only in the state and federal courts of Hennepin County, Minnesota, and all parties expressly consent to such court's jurisdiction and irrevocably waive any objection with respect to the same, including any objection based on forum non conveniens.

11.3 Survival. Sections 2.2 (last sentence), 2.3 (second sentence), 3, 4.3, 4.4 and 6 through 11 shall survive the termination of this Agreement.

11.4 Headings. Section and subsection headings are not to be considered part of this Agreement. They are included solely for convenience and not intended to be full or accurate descriptions of the content hereof.

11.5 Successors and Assigns. Client may not assign this Agreement, or any of Client's rights or obligations hereunder, without the prior written consent of Company. Any attempted assignment in violation of the foregoing shall be null and void. Company may assign this Agreement, or any of its rights or obligations hereunder, to an affiliate or in the event of a transfer of all or substantially all of Company's assets or Company's restructuring, upon notice to Client. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

11.6 Parties in Interest. Nothing in this Agreement is intended to confer upon any person other than the parties hereto and any third party beneficiaries identified herein, and their respective heirs, successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

11.7 Force Majeure. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, except for payment obligations, including, but are not limited to, acts of God, strikes, public internet and private internet connection failures, lockouts, riots, acts of war, acts of terror, epidemics, government regulations superimposed after the Effective Date, fire, communication line failures, power failures, earthquakes and other disasters. In such an event, the delayed party shall give written notice to the other party and shall take actions reasonably possible to resume performance.

11.8 Counsel. Each of the parties hereto have been represented by independent legal counsel or afforded the opportunity of representation by independent legal counsel. Therefore, no provision of this Agreement, including any amendment or addendum hereto, shall be construed against the party who drafted this Agreement.

11.9 Further Assurances. Client agrees to execute and deliver such other documents, instruments and agreements and to take such further action as is reasonably requested by Company to consummate or to evidence the consummation of the transactions contemplated herein.

11.10 Severability. Should any provision of this Agreement be held invalid or unenforceable, such invalidity will not invalidate the whole of this Agreement, but rather that invalid provision will be amended to achieve as nearly as possible the same intent and/or economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

11.11 Entire Agreement and Amendment. This Agreement together with the applicable Schedule constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to the subject matter hereof. This Agreement may not be modified, altered or amended except in a writing that is duly signed by the parties hereto. In the event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement and the terms and conditions contained in the applicable Schedule, the terms and conditions of this Agreement will control, unless the parties have expressly provided in such Schedule that a specific provision in this Agreement is amended, in which case this Agreement will be so amended, but only with respect to such Schedule. Any other terms and conditions supplied by or through Client (e.g., terms contained on a purchase order) or otherwise shall be of no force or effect and are superseded by this Agreement.

11.12 Waivers. No waiver of any provision of this Agreement nor consent to any departure herefrom shall in any event be effective unless the same shall be in writing and signed by the waiving party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

IN WITNESS WHEREOF, each party has through its authorized representative duly signed this Schedule to be effective as of the Schedule Effective Date.

To indicate your acceptance of the above, sign electronically below.

KATIE KAUFMAN

Type your name *Kathie Kaufman*

JAKE STURGIS

*Jake Sturgis*

✓ Signed Jan 31st, 2019

01-107-012-000-107-130500

11.8 Counsel. Each of the parties hereto have been represented by independent legal counsel or afforded the opportunity of representation by independent legal counsel. Therefore, no provision of this Agreement, including any amendment or addendum hereto, shall be construed against the party who drafted this Agreement.

11.9 Further Assurances. Client agrees to execute and deliver such other documents, instruments and agreements and to take such further action as is reasonably requested by Company to consummate or to evidence the consummation of the transactions contemplated herein.

11.10 Severability. Should any provision of this Agreement be held invalid or unenforceable, such invalidity will not invalidate the whole of this Agreement, but rather that invalid provision will be amended to achieve as nearly as possible the same intent and/or economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

11.11 Entire Agreement and Amendment. This Agreement together with the applicable Schedule constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to the subject matter hereof. This Agreement may not be modified, altered or amended except in a writing that is duly signed by the parties hereto. In the event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement and the terms and conditions contained in the applicable Schedule, the terms and conditions of this Agreement will control, unless the parties have expressly provided in such Schedule that a specific provision in this Agreement is amended, in which case this Agreement will be so amended, but only with respect to such Schedule. Any other terms and conditions supplied by or through Client (e.g., terms contained on a purchase order) or otherwise shall be of no force or effect and are superseded by this Agreement.

11.12 Waivers. No waiver of any provision of this Agreement nor consent to any departure herefrom shall in any event be effective unless the same shall be in writing and signed by the waiving party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

IN WITNESS WHEREOF, each party has through its authorized representative duly signed this Schedule to be effective as of the Schedule Effective Date.

KATIE KAUFMAN

Catherine A. Erickson, C ✓ Signed Feb 27th, 2019

JAKE STURGIS

Jake Sturgis ✓ Signed Jan 31st, 2019





Special Services Department  
Independent School District #709  
215 N 1<sup>st</sup> Ave E  
Duluth MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **February 11, 2019** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Endion Square Children's Center** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in \_\_\_\_\_ individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services: Preschool programming for 5 hours (300 minutes) from 9-1:00 every M, W, and F, 3 days per week, and up to 51 days.
  2. The AGENCY shall perform these services at: **1823 E Superior St, Duluth.**
  3. The approximate date the service will begin is, **January 14, 2019** and shall not extend beyond **May 31, 2019**; the contract not to exceed a total of **51 Days** (3 Days per Week) and a total cost up to **\$1350.00.** (\$75.00 per week)
  4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
  5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.**
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6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

\_\_\_\_\_  
Name of Agency

By \_\_\_\_\_

Authorized Agent

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Arthur Olson

C.F.O. Executive Director of Business Services

2-18-19

Date

Special Services Department

215 N 1<sup>st</sup> Ave E

Duluth, MN 55802

By Jasmi Crane

Director

2/15/19  
Date

01-211.005.000.000.139300

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 17th day of January, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and, Gerry Nierengarten an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 1, 2019, and shall remain in effect until December 31, 2019, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** This contract is for the development of two co-teaching Professional Development modules to be submitted to Infinitec. This requires development of content, including slides and any additional resources and handouts to accompany the modules. Also required is the recording of both modules, approximately one hour of content each. Once recorded, these modules and accompanying resources will be edited and submitted to Infinitec to be uploaded to the Region 3 Staff Development drop down list.

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1,200.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Brenda Vieths, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Gerry Nierengarten 5004 Heritage Dr. Duluth, MN 55812.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

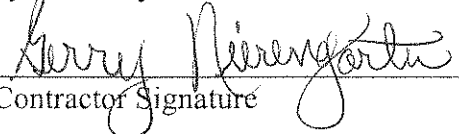
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT,** set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

  
Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 2.12.19

Jason Crane 2/20/19  
Program Director Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and Approval. This contract is funded by the following budget (include full 16 digit code):

01	420	005	740	000	1366.02
XX	XXX	XXX	XXX	XXX	XXXXXX

Arthur Q. Qso 2-25-19  
CFO/Executive Director of Business Services/Superintendent of Schools Date



Special Services Department  
Independent School District #709  
215 N 1<sup>st</sup> Ave E  
Duluth MN 55802

**CONTRACT FOR PRE-SCHOOL PLACEMENT**

This contract, entered into this day **February 11, 2019** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **University Nursery School/Jefferson site** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in \_\_\_\_\_ individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services: Preschool programming for 3 hours (180 minutes) per day, M-F, 5 day per week, and up to 71 days.
  2. The AGENCY shall perform these services at: **916 E 3rd St, Duluth, MN 55805.**
  3. The approximate date the service will begin is, **February 7, 2019** and shall not extend beyond **May 31, 2019**; the contract not to exceed a total of **71 Days** (5 Days per Week) and a total cost up to **\$2800.00**. (\$185.00 per week + \$25.00 registration fee + \$300 non refundable deposit that will be applied towards tuition).
  4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: Upon receipt of monthly/quarterly billing statement
  5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.
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6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

\_\_\_\_\_  
Name of Agency

By \_\_\_\_\_

Authorized Agent

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

LaChen & Co

CFO Executive Director of Business Services

2-12-19

\_\_\_\_\_  
Date

Special Services Department

215 N 1<sup>st</sup> Ave E

Duluth MN 55802

By Jackie Edward

Director

2/11/19

\_\_\_\_\_  
Date

01-211-005-000.000-139300