

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of January 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Carmen Jones, 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 10, 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.** *(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 \$12,000.00 (Twelve Thousand 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: ISD 709, Duluth Public Schools, Attn: Edye Howes, 215 North 1st 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)

* ~~242~~ ^{Apt 6} 242 2nd Ave Proctor MN 55810

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.

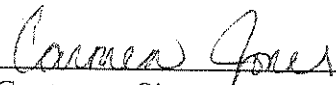
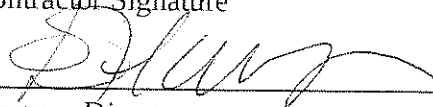
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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
			1-11-19 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	320	340	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

Arthur Elso

CFO/Executive Director of Business Services/Superintendent of Schools

1-23-19

Date

Description of Performance for Carmen Jones:

Carmen will provide cultural and language assistance to Misaabekong Ojibwe Language Immersion Program.

Her duties will include reading stories in Ojibwemowin, Ojibwe sounds chart practice, number review, and Ojibwe games instruction for Misaabekong students.

Her rate will be \$75.00 (seventy-five dollars)/day

Memorandum

To: Cathy Erickson
Dave Spooner

From: Jason Barsness

Date: January 3, 2019

Re: Quote #4306– Radon Testing and Analysis – District Wide

Quotes were solicited from five contractors for Radon Testing and Analysis - District Wide. Four quotes were received in response to the School District's request for quotes. Institute for Environmental Assessment, 5525 Emerald Avenue, Mountain Iron, MN submitted the lowest responsible quote with an estimated value of \$22,700.00.

Recommendation:

It is recommended to approve the contract with Institute for Environmental Assessment to complete the work defined in Quote #4306 – Radon Testing and Analysis for a total estimated amount of \$22,700.00 with the option to conduct additional testing, upon district approval, at the following rates: short term testing shall not exceed \$12 per test, continuous monitoring shall not exceed \$200 per test per month, and labor rates shall not exceed \$91 per hour.

Attached please find three (3) copies of the contract between ISD 709 and Institute of Environmental Assessment for Radon Testing and Analysis services. After review, please sign and return to the Facilities Management office for processing.

Attachment

PROPOSAL TABULATION
DISTRICT WIDE
RADON TESTING
QUOTE #4306

Wednesday, January 3, 2019

Vendor	Total Cost	Hourly Rate	Cost for CRM	Cost per Sample
Environmental Troubleshooters 3825 Grand Avenue Duluth, Minnesota 55807 phone: 722-6013 fax: 722-6319	<i>no bid</i>			
Arrowhead Consulting & Testing 5606 Miller Trunk Highway Hermantown, Minnesota 55811 phone: 729-0987 fax: 729-8297	\$43,000.00	\$75.00	\$300/Month	\$20.00
Twin Ports Testing, Inc. 1301 North 3rd Street Superior, Wisconsin 54880 phone: 392-7114 fax: 392-7163	\$47,500.00	\$60.00	\$455.00	\$15.00
Institute for Env. Assessment (IEA) 5525 Emerald Avenue Mountain Iron, MN 55768 phone: 800-233-9513	\$22,700.00	\$91.00	\$200/Month	\$12.00
Field Environmental Consulting 8612 Eagle Creek Parkway Savage, MN 55378-1284 phone: 952-746-5880	\$24,250.00	\$75.00	\$450/3 Months	\$15.00

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of January, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Institute of Environmental Assessment, 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 January 3, 2019 and shall remain in effect until April 6, 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.** Perform all work as specified in Quote #4306 District-Wide Radon Testing; project base quote time and materials not to exceed \$22,700.00.

Add Alternate #1: If additional testing is required, short term testing shall not exceed \$12 per test, continuous monitoring shall not exceed \$200 per test per month, and labor rates shall not exceed \$91 per hour and must be **authorized in advance by the District.**

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's response;
 3. Contractor's Insurance Policy;
 4. Asbestos Containing Materials Acknowledgment Form; and
 4. Any other documents identified by District.
3. **Background Check.** N/A
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 \$ 22,700.00 for base quote time and material. Add Alternate #1: If additional testing is required, short term testing shall not exceed \$12 per test, continuous monitoring shall not exceed \$200 per test per month, and labor rates shall not exceed \$91 per hour and must be **authorized in advance by the District.** 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: Jason Barsness, 215 North 1st 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 Institute for Environmental Assessment, 5525 Emerald Avenue, Mountain Iron, MN 55768.

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.

18. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>ISD 709 Employee</u>	<u>Position</u>
Jason Barsness	Safety Coordinator

19. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;

LYRIC OPERA OF THE NORTH

January 4, 2019

AGREEMENT and PREPARATION CHECKLIST FOR LITTLE OPERA OF THE NORTH PERFORMANCE AT LOWELL ELEMENTARY SCHOOL.

This document shall serve as an agreement and checklist for one performance of Opera for the Young's *Elixir of Love*, at **Lowell Elementary School in Duluth, in the school gymnasium, on Friday, February 8, 2019 at 9:20 a.m.** This 45 minute opera is designed and written specifically for a K-5th grade audience. **Parents, sponsors, and community members are welcome at the school's discretion and according to school visitor policies.**

The following schedule of events is agreed upon:

8:00 a.m. arrival and load in to performance space at school.

8:30 a.m. begin rehearsal with student chorus (please have student performers ready to begin at this time). Costumes and hand props for students are provided by LOON.

9:15 a.m. Audience takes their places.

9:20 Performance and Q&A.

10:20 END of performance, LOON loads out.

10:50 Gym is empty.

1. Music Teacher agrees to prepare a chorus of no more than **16 student singers**, from which you will assign **2 students with speaking roles (Soldier and Justice of the Peace)** to appear in this performance. Speaking roles should come from the singing chorus. Teaching materials were emailed separately. If additional students are participating at singers, they are welcome to sit in risers behind the acting chorus.
2. We request the use of a piano or keyboard for this performance. For our purposes, a "bad" piano is usually better than a mediocre keyboard, but we rely on Music Teachers' discretion!
3. Please see previously sent materials for gym set-up: LOON sets up performing area under one hoop, with student audience on the gym floor and adult audience in chairs around perimeter. We request the use of cones to help establish a center aisle.
4. Prior to performance week: please check to see if gym fans can be turned off. This performance is un-amplified and gym fans can drown out lyrics. Some schools have automated systems which require several days' advance notice.
5. Payment can be sent to Lyric Opera of the North at the address below. **The cost of the performance is \$750.00.** Payment can be made at any time from now until the day of the performance.

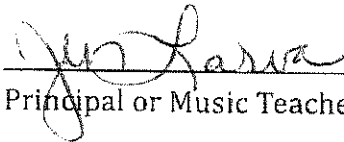
LYRIC OPERA OF THE NORTH

6. If you have a learning CD, this will be collected on the day of the performance.
7. Teaching materials include age-specific surveys. Please distribute to classroom teachers and return completed surveys to Lyric Opera of the North within one week of performance. We are happy to provide postage-paid envelopes for this upon request.
8. Please remember that 400 students is a "guideline" for maximum number of students in attendance. We can discuss this further for clarification if needed.

Lyric Opera of the North is the presenter of all performances by Little Opera of the North. Lyric Opera of the North is a 501 (c) (3) organization. Tax identification # 20-1896591.

We look forward to working with you to bring live, professional opera to your school. Please sign one copy of this agreement and return to LOON at your earliest convenience.

Sarah Lawrence
General Artistic Director

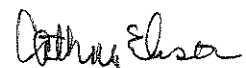


Principal or Music Teacher

Date

1/8/19

Date



Cathy Erickson, CFO

1-14-19

Date

INTER-INSTITUTIONAL AGREEMENT

This Inter-Institutional Agreement ("**Agreement**") is made and entered into as of the last date of signature ("**Effective Date**") by and between:

CENTRE HOSPITALIER UNIVERSITAIRE SAINTE-JUSTINE, a legal person governed by *An Act Respecting Health Services and Social Services*, RLRQ, c.S-4.2, a law of Quebec, Canada, having its head office at 3175 Côte-Sainte-Catherine Road, Montreal, Quebec H3T 1C5 Canada ("**CHU Sainte-Justine**"), and;

Patricia Conrod, PhD, a researcher having privileges of research at CHU Sainte-Justine, having an office at CHU Sainte-Justine at 33175 Côte-Sainte-Catherine Road, Montreal (QC) H3T 1C5 ("**Dr. Conrod**"), and;

DULUTH PUBLIC SCHOOLS ISD 709, having its principal place of business at 215 N. 1st Avenue East Duluth, MN 55802 ("**Site**"), and;

(CHU Sainte-Justine, Dr. Conrod and Site are referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**").

WHEREAS the Dr. Conrod has developed a preventive intervention program for at-risk adolescents that aims to delay the first drug use by adolescents (the "**PREVENTURE Program**");

WHEREAS Dr. Conrod is coordinating the implementation of the PREVENTURE Program by offering training to various sites;

WHEREAS CHU Sainte-Justine is the coordinating centre of the PREVENTURE Program;

WHEREAS Site has received and will administrate a grant from the Northland Foundation for the payment of the PREVENTURE Program facilitator training and materials for Lincoln Park middle school, Virginia high school, men as peacekeepers and Lutheran Social Services (collectively the "Participating Institutions");

WHEREAS Site wishes to engage the collaboration of Dr. Conrod and CHU Sainte-Justine to train the Participants to become PREVENTURE facilitators;

WHEREAS Site will assume the cost of the Participants (as defined below) training and may choose to assume certain payments of student manuals and annual membership fees on behalf of Participating Institutions;

WHEREAS separate agreements will be signed by each of the Participating Institutions confirming the terms on which the PREVENTURE program may be performed;

NOW THEREFORE, in consideration of the premises and mutual promises and covenants set out in this Agreement, the Parties hereto agree as follows:

1. Responsibilities of the Parties

1.1. Dr. Conrod and/or CHU Sainte-Justine shall:

- a) Perform or assign someone to perform the PREVENTURE Program Facilitator training on or around *January 10th and 11th* 2019 to 12 participants at Saint Louis County Courthouse, 100 N 5th Ave W #101, Duluth, MN 55802;
- b) Provide 12 Facilitator's Guides for the PREVENTURE Program Facilitator training;
- c) Perform or identify the person who will perform the PREVENTURE Program Facilitator Supervised Practice on a mutually acceptable date; and
- d) Provide a certificate to Participants upon completion of the PREVENTURE Program facilitator training which shall constitute a license to perform the PREVENTURE Program subject to ongoing completion of annual training;
- e) Provide annual training to Participants subject to payment by Site or Participants of the annual fees described in section 2.

1.2. The Site shall:

- a) Select 12 professionals from Participating Institutions with school counselling experience to participate in the PREVENTURE Program Facilitator training (the "**Participants**");
- b) Provide Dr. Conrod or the person performing the training with the appropriate facilities for performance of the training;
- c) Pay the fees as indicated in section 2 *Budget and Payments*.
 - a. Site may elect to pay for the annual membership fees and student manuals for Participating Institutions provided:
 - i. Site manages student manual orders of such Participating Institutions. For clarity, such Participating Institutions shall order manuals from Site directly and Site shall take the necessary measures to fulfill such orders
 - ii. Site registers Participants to annual training activities;
 - iii. Site notifies Participating Institutions of their obligation to order student manuals, pay annual membership fees and register to annual training activities by contacting preventure@recherche-ste-justine.ca when Site ceases payment on their behalf.
 - d) Purchase all PREVENTURE manuals from CHU Sainte-Justine. Independent reproduction of such manuals is strictly prohibited;

2. Budget and Payments (in U.S. Dollars)

Item/Service	Cost	Total Cost	Payment Date
PREVENTURE Program Facilitator training (two (2) day program)	\$2,400.00 for up to 4 people \$450.00/pp for each additional person	\$6,000.00	Upon signature of this Agreement
PREVENTURE Facilitator's Guides	\$100.00 each	\$1,200.00	Upon signature of this Agreement
Supervised Practice for PREVENTURE Program Facilitator training	\$500.00 (five hundred dollars) per person	To be determined	Upon receipt of invoice
Cost of travel to Site		invoiceable - not to exceed \$5,000.00.	Upon receipt of invoice
Annual partnership and training fees for certified facilitator	300\$ per certified facilitator	\$3,600	April 1 of every year following certification of facilitator *may be paid by Site or by Participants. ** Failure to pay such annual fees shall automatically suspend Site's and Participants' right to perform PREVENTURE program for one (1) year. Such right shall automatically expire after failure to pay licensing fees for two (2) consecutive years. Upon expiration of such right,

			Participants will be required to re-take the PREVENTURE Program training for the right to perform said program.
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For Student Manuals:

Costs of student manuals (in US dollars)			
Number of Manuals	>400	200-399	<200
Price per manual	\$12.00	\$18.00	\$22.00

*Manuals may not be sold individually. They are only sold in packages of 10 per personality type.

**Manuals are non-refundable.

***Manuals must be purchased from CHU Sainte-Justine and may not be purchased from third parties or copied or reproduced in any way.

****The price per manuals is subject to change. The price in effect at the time the order is placed will be applied.

***** To place an order, you may email the PREVENTURE team at preventure@recherche-ste-justine.qc.ca, specifying the quantity of manuals required, the billing address and the shipping address. Please note that you will be responsible for the shipping fees.

Payment information

Site shall make cheques payable to: **CHU Sainte-Justine**

Cheques shall be mailed to: Mrs. Yun Gao

CHU Sainte-Justine, local 1.17.026

3175 chemin de la Côte Sainte-Catherine,
Montreal (QC) H3T 1C5

With mention of Agreement No. E6158

3. Privacy Laws and Protection of Personal Health Information

The Parties shall adhere to and comply with all applicable laws and regulations regarding protection of personal information.

Should Site and/or its employees record its performance of the PREVENTURE Program for the Supervised Practice, Site shall ensure all necessary consents are obtained and all personal information accurately protected.

4. Confidentiality

The Site and its employees and agents (collectively "**Recipient**") shall not disclose to any third party or use for any purpose other than in the fulfillment of their respective obligations in performing the PREVENTURE Program, or as otherwise expressly permitted by this Agreement, any confidential or proprietary data, records, or other information disclosed to Site by or on behalf of CHU Sainte-Justine or Dr. Conrod, or generated in connection with the PREVENTURE Program (hereinafter, collectively "**Information**"), without the prior written consent of CHU Sainte-Justine and Dr. Conrod. Such Information shall be disclosed by Site only to individuals involved in the PREVENTURE Program at the Site on a "need to know" basis.

5. Intellectual Property

5.1 The Site understands and acknowledges that the intellectual property (copyright, trademark, etc.) related to PREVENTURE Program material, including but not limited to manuals, personality tests, screening tools, guides, power point presentation and content, oral or written, of all training sessions ("**PREVENTURE Material**"), belongs to the Dr. Conrod, CHU Sainte-Justine and other employees or entities with which the Dr. Conrod and the CHU Sainte-Justine collaborate, collaborated or are bound by contracts. PREVENTURE Material may not be copied or reproduced in any way.

5.2 The Site agrees to use the PREVENTURE Material provided by the Dr. Conrod and CHU Sainte-Justine restrictively, only for the purposes of PREVENTURE Program performance by Site or on Site's behalf.

5.3 Any and all forms of recording of the PREVENTURE Program training are strictly prohibited.

6. Representations and Warranties

6.1 The Site represents and warrants to CHU Sainte-Justine and the Dr. Conrod that:

- a) Site is not a party to or subject to any agreement, policy, funding arrangement or other constraint of any kind that would preclude them from entering into or fulfilling his obligations under this Agreement;
- b) Site undertakes not to enter into any agreement or funding arrangement that would preclude them from fulfilling his obligations under this Agreement; and
- c) the execution and delivery of this Agreement has been authorized by all corporate or administrative action necessary on the part of the Site, and

this Agreement, when executed, will constitute a valid and binding obligation of the Site.

7. Liability, Indemnification and Insurance

7.1 (i) Each Party assumes its/his/her own liability for any damages, losses or costs arising out of suits or claims on account of injuries (including death) or damage to property to the extent that such injuries or damage arise out of its/his/her activities or responsibilities under this Agreement, or the activities of those for whom in law it/he/she is responsible; and

(ii) No Party or its/his/her trustees, directors, officers, employees, and agents (the "**first Party**") shall be liable to any other Party (the "**second Party**") for any damages, losses or costs arising out of suits or claims brought by the second Party or made against the second Party except to the extent caused by negligence or wilful misconduct on the part of the first Party.

(iii) No Party shall be responsible for any lost profits, lost opportunities, or other indirect or consequential damages suffered by another Party.

8. Termination, Suspension, Expiration

8.1 This Agreement shall be effective as of the Effective Date and continue in full force and effect, subject to payment of licensing fees as indicated in section 2, until termination in accordance to section 8.2 of this Agreement.

8.2 Each Party to this Agreement reserves the right to terminate this Agreement on thirty (30) days written notice to the other Parties.

8.3 Termination, suspension or expiration of this Agreement shall not affect the survival and continuing validity of sections 2 (Budget and Payments), 3 (Privacy Laws), 4 (Confidentiality), 5 (Intellectual Property), 7 (Liability, Indemnification and Insurance), 8 (Termination) and 10 (General), nor of any other provision which is expressly or by implication intended to continue in force after such termination or expiration. Further, termination shall not relieve the Parties of any obligations which have already accrued. No termination hereunder shall constitute a waiver of any rights or causes of action that any Party may have based upon events occurring prior to the termination date.

9. Notice

9.1 All notices to be delivered hereunder may be delivered only by personal delivery or by registered or certified mail, or courier, all postage and other charges prepaid, or by email, to the Parties at the addresses set forth below or at such other address as any Party may hereinafter designate in writing to the others.

To Dr. Conrod:
Patricia Conrod, PhD

CHU Sainte-Justine, Suite A.17.100
3175 Côte-Sainte-Catherine Road,
Montreal (Quebec) H3T 1C5
Tel: (514) 345-4931, ext 4051
Email: patricia.conrod@umontreal.ca

With a copy to the attention of CHU Sainte-Justine

To CHU Sainte-Justine:
Sylvie Cossette, CPA, CA
Associate Director
CHU Sainte-Justine, Suite 1-17.012
3175 Côte-Sainte-Catherine Road,
Montreal (Quebec) H3T 1C5
Tel: (514) 345-4931 ext. 5777
Email: ber@recherche-ste-justine.qc.ca

With a copy to the attention of Dr. Conrod

To Site:
Cathy Erickson
CFO/Executive Director of Business Services catherine.erickson@isd709.org

Jackie Dolentz
Executive Assistant
Jacqueline.Dolentz@isd709.org

Historic Old Central High School
215 N. 1st Avenue East, Rm 215
Duluth, MN 55802

Ph: 218-336-8704
Fax: 218-336-8773

10. General

- 10.1. This Agreement may be amended only by further written agreement signed by each of the Parties or their duly authorized representatives.
- 10.2 Except as set out herein, the Parties may not assign or subcontract any portion or the entirety of this Agreement without the prior written consent of the other Parties. Subject to any limitations otherwise expressed herein, this Agreement shall endure to and be binding upon the Parties hereto and their respective successors, heirs and permitted assigns.
- 10.4 The relationship among the Parties hereto is that of independent contractors and nothing in this Agreement shall be deemed or construed to constitute an agency relationship or a partnership between or among the parties hereto. No Party hereto shall have the authority to act on behalf of any other Party hereto or to bind another Party hereto in any manner.

- 10.5 No Party shall use, or authorize others to use, the name, trademark, trade name, logo, symbol, mark or any adaptation thereof, of any other Party hereto in any publication, news release, promotional material, promotional activity, advertisement, or other public announcement, whether written or oral, or make any form of representation or statement in relation to the PREVENTURE Program that would constitute an express or implied endorsement by such other Party of any product or service of the first Party without the prior written consent of the affected Party, subject, however, to the following:
- (a) Coordinating Centre and Dr. Conrod may, without prior consent, identify Site as an entity that participated in the PREVENTURE Program; and
 - (b) Site may, without prior consent, disclose its participation in the PREVENTURE Program (including the name of the Coordinating Centre, Dr. Conrod, name of the program, and funding amount) as required by law, Court order, or regulation; and may, without prior consent, disclose their participation in the PREVENTURE Program in internal reports and publications and presentations made in accordance with this Agreement.
- 10.6 This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein. The Parties hereby acknowledge that the Courts of Montreal shall have exclusive and preferential jurisdiction to entertain any complaint, demand, claim or cause of action whatsoever arising out of this Agreement.
- 10.7 The Parties declare that they have accepted that this Agreement and all written communications relating thereto be drawn up in English: *Les parties déclarent avoir accepté que la présente entente et que tous les écrits s'y rapportant soient rédigés en anglais.*
- 10.8 The Parties hereto shall not be liable for any failure to perform as required by this Agreement (except payment obligations), to the extent such failure to perform is due to circumstances reasonably beyond any party's control, such as labour disturbances or labour disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease or other such occurrences.
- 10.9 If any provision, right or remedy provided for herein is held to be unenforceable or inoperative by a court of competent jurisdiction, the validity and enforceability of the remaining provisions will not be affected thereby.
- 10.10 No failure or delay by any Party hereto in exercising any right or remedies under this Agreement shall be construed to operate as a waiver thereof nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.
- 10.11 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall together be deemed to constitute one agreement. An executed signature page for this Agreement

delivered in facsimile or PDF form shall be as effective as an original executed signature page.

Remainder of page intentionally left blank.

The signatures are on the following page.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below their respective signatures, with effect as of the Effective Date.

FOR THE CENTRE HOSPITALIER UNIVERSITAIRE SAINTE-JUSTINE

Authorized Signature
Name: Dr. Jacques Michaud
Title: Director of research

Date (year / month / day)

Dr. Conrod

Patricia Conrod, PhD

Date (year / month / day)

FOR SITE

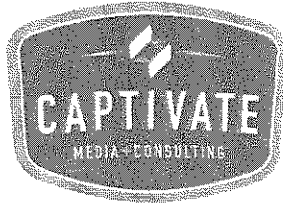
Catherine Erickson

Authorized Signature
Name: *Catherine Erickson*
Title: *CFO*

2019/1/9

Date (year / month / day)

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 3rd 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 two high schools, so each school is equally represented.
- 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.

\$450 graphic/project set-up fee (one-time cost)

\$350 per 30-second video

\$275 per 15-second video

It is anticipated the total cost for this project will be \$1,075.

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.

KATIE RAUPWALD

Catherine Erickson

✓ Signed Jan 15th, 2019

KATE STURGIS

Jake Sturgis

✓ Signed Jan 3rd, 2019



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

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **January 11, 2019** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Congdon Creek Preschool** (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 2 hours (120 minutes) every T & Th, 2 days per week, and up to 65 days.
 2. The AGENCY shall perform these services at: **2310 E 4th St, Duluth.**
 3. The approximate date the service will begin is, **September 17, 2018** and shall not extend beyond **May 30, 2019**; the contract not to exceed a total of **65 Days** (2 Days per Week) and a total cost up to **\$1350.00**. (\$180.00 per month + Application Fee of \$50.00 + One time Activity Fee \$40.00)
 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 15th of each month for the preceding month.
-

ISD
709
6 **Duluth**
Public Schools

Page 2 - Contract for Purchase of Special Education Services

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

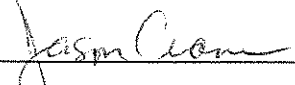
Duluth, Minnesota



C.F.O. Executive Director of Business Services

1-14-19
Date

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By 

Director

1/14/19
Date



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

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **January 11, 2019** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Congdon Creek Preschool** (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 7 hours (420 minutes) from 9-4:00 every T, Th, 2 days per week, and up to 65 days.
 2. The AGENCY shall perform these services at: **2310 E 4th St, Duluth.**
 3. The approximate date the service will begin is, **September 17, 2018** and shall not extend beyond **May 30, 2019**; the contract not to exceed a total of **65 Days** (2 Days per Week) and a total cost up to **\$1820.00** (\$260.00 per month)
 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 15th of each month for the preceding month.**
-



Page 2 - Contract for Purchase of Special Education Services

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

Cathryn Elson

C.F.O. Executive Director of Business Services

1-14-19

Date

Special Services Department

215 N. 1st Ave. East

Duluth, MN 55802

By _____
Director

1/14/19
Date



Special Services Department
Independent School District #709
215 N. 1st Ave. E.
Duluth, MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **January 28, 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 documentec _____ 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 4.5 hours (270 minutes) per day from 7:30-12:00, 3 day per week M, W, Th, and up to 47 days.
 2. The AGENCY shall perform these services at: **1823 E. Superior St. Duluth, MN 55812.**
 3. The approximate date the service will begin is, **January 24, 2019** and shall not extend beyond **May 30, 2019**; the contract is not to exceed a total of **47 Days** (3 Days per Week, M, W, Th) and a total cost up to **\$846.** (\$18.00 per day).
 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 15th of each month for the preceding month.
-

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of January, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Amy Wolcott, 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 January 4, 2019, and shall remain in effect until June 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.** Contractor will provide curricular coordination for the River Quest field experience. River Quest is an event for area sixth graders where students learn about the St Louis River Estuary and its impact on the environment, the community, industry and the economy. The contractor's duties include but are not limited to attending meetings, distributing material, assisting in writing curriculum, and coordinating scheduling, organization and attendance of the event to be held May 13-16, 2019.
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 \$2,000. Contractors are 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 the 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, or to seek other damages.

7. **Ownership of Materials.** The District reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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 the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of the District. 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 Aaron Salmela, ISD 709, Duluth Public Schools, 215 North 1st 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 Amy Wolcott, 5652 Rose Rd, Hermantown, MN 55811 MN 55811

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 without regard to conflict of laws considerations.

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive bidding requirements apply to this Contract, that those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **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.

16. **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.

17. **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.


18. **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.

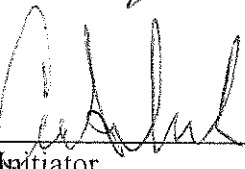
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

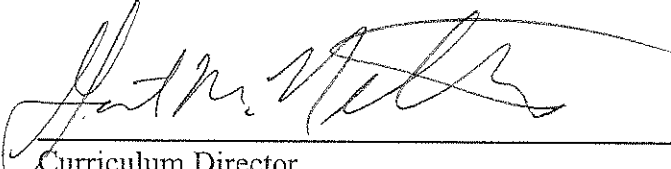
19. **Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State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

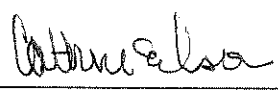
20. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$2,000,000.

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 Identification Number 1/7/19
Date


Initiator Science Curriculum
Title 1/8/19
Date


Curriculum Director 1-11-19
Date


Director of Business Service 1-14-19
Date

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